CITY OF SOUTH PASADENA
CITY COUNCIL

AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, MARCH 19, 2025 AT 7:00 PM

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

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

Public participation may be made as follows:

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

Meeting may be viewed at:

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

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

PUBLIC COMMENT GUIDELINES

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

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

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

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

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

PUBLIC COMMENT

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

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

PRESENTATIONS

3. A PROCLAMATION DECLARING MARCH AS "WOMEN'S HISTORY MONTH" IN THE CITY OF SOUTH PASADENA

4. MERCHANT MINUTE - THE HIVE

CHANGES TO THE AGENDA

5. 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.

6. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $1,411,438.14; GENERAL CITY WARRANTS IN THE AMOUNT OF $679,129.12; ONLINE PAYMENTS IN THE AMOUNT OF $22,644.61; VOIDS IN THE AMOUNT OF ($1,840); PAYROLL IN THE AMOUNT OF $1,099,771

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

7. CONSIDERATION OF APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR DECEMBER 18, 2024, FEBRUARY 19, 2025 AND MARCH 5, 2025

Recommendation
It is recommended that the City Council consider the approval of the minutes for the Regular City Council Meeting for December 18, 2024, February 19, 2025 and March 5, 2025.

8. CONSIDER APPROVAL OF A TASK ORDER WITH PACIFICA SERVICES, INC. IN THE AMOUNT OF $112,260 FOR ELECTRICAL AND ENERGY DESIGN ENGINEERING SERVICES RELATED TO THE INSTALLATION OF A LEVEL 3 ELECTRIC VEHICLE CHARGER IN THE SOUTH PASADENA POLICE DEPARTMENT PARKING LOT

Recommendation
It is recommended that the City Council approve the proposed Task Order under a Master On-Call Professional Services Agreement with Pacifica Services, in the final form approved by the City Attorney, to provide electrical and energy design services related to the City Hall / Civic Center Electric Vehicle (EV) Charging System Project and the design of a Level 3 EV charger installation, in the amount of $112,260.

9. CONSIDERATION OF APPROVAL OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH CHAWKINS COMMUNICATIONS CONSULTING, INC. FOR ELECTRIFICATION PROJECT COORDINATION AND STAKEHOLDER MANAGEMENT SERVICES FOR AN ADDITIONAL AMENDED COST OF $31,375, AND A TOTAL CONTRACT VALUE OF $85,000

Recommendation
It is recommended that the City Council consider approval of an amendment of an existing Professional Services Agreement with Chawkins Communications Consulting, Inc. to provide project coordination and stakeholder management services to support the City's electrification projects in the Capital Improvement Program (CIP) with an additional amended cost of $31,375, a 60% increase to the total contract, and a total contract value of $85,000.

10. CONSIDERATION OF APPROVAL OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MNJ ADVISORS, INC. FOR TEMPORARY STAFFING SERVICES, AT A COST OF $25,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $55,000

Recommendation

It is recommended that the City Council consider approving the First Amendment to the Professional Services Agreement with MNJ Advisors, Inc., in the amount of $25,000, for continued temporary staffing services, for a new total not-to-exceed compensation amount of $55,000.

11. DISCUSSION AND DIRECTION CONCERNING ENFORCEMENT OF OVERNIGHT PARKING REGULATIONS AND 72-HOUR PARKING VIOLATIONS

Recommendation

It is recommended that the City Council direct staff to resume enforcement of overnight parking and 72-hour violations in accordance with applicable ordinances.

12. FINANCE COMMISSION REPORT

Recommendation

It is recommended that this informational report be received and filed.

PUBLIC HEARING

13. CONSIDER INTRODUCTION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 36 OF THE SOUTH PASADENA MUNICIPAL CODE ELIMINATING THE DESIGN REVIEW BOARD, REALLOCATING DESIGN REVIEW AUTHORITY, AND MAKING RELATED AMENDMENTS FOR CONSISTENCY; AMENDING VARIOUS SECTIONS OF THE ZONING CODE FOR CONSISTENCY WITH STATE LAW, INCLUDING PROVISIONS RELATED TO ACCESSORY DWELLING UNITS; AMENDING SECTIONS RELATED TO CODE ADMINISTRATION, NOTICING AND PROCESS; AMENDING THE SIGN ORDINANCE; UPDATING DEVELOPMENT STANDARDS, AND RESOLVING INCONSISTENCIES THROUGHOUT CHAPTER 36

Recommendation

It is recommended that the City Council introduce the ordinance by title only and waive full reading of the ordinance amending Chapter 36 (Zoning) of the South Pasadena Municipal Code eliminating the design review board, streamlining the City's design review process and making other related amendments for consistency with State laws and the City’s housing element.

14. CONSIDER INTRODUCTION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING ARTICLE IVH (CULTURAL HERITAGE COMMISSION) OF CHAPTER 2 OF THE SOUTH PASADENA MUNICIPAL CODE TO REQUIRE A POSTED ON-SITE NOTICE FOR HEARINGS; EXTENDING THE EXPIRATION DATE FOR CERTIFICATES OF APPROPRIATENESS FROM 18 TO 24 MONTHS; INCREASING MINOR PROJECT REVIEW THRESHOLDS FOR CHAIR REVIEW; AND UPDATING LANGUAGE FOR CONSISTENCY AND CLARIFICATION

Recommendation

It is recommended that the City Council introduce the ordinance by title only and waive full reading of the ordinance amending Article IVH (Cultural Heritage Commission of Chapter 2 (Administration) of the South Pasadena Municipal Code to make administrative processing improvements for certificates of appropriateness, increase public noticing and remove language inconsistencies.

ACTION/DISCUSSION

15. CONSIDERATION AND DIRECTION OF TERMS OF AN AMENDMENT TO THE EXCLUSIVE SOLID WASTE HANDLING SERVICES AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES) FOR COMPLIANCE WITH SENATE BILL 1383

Recommendation

It is recommended that the City Council direct staff to draft a contract amendment with Athens Services for compliance with Senate Bill 1383, which if approved by the City Council at a later date, will add a third waste stream/blue container for recyclables for all solid waste customers.

16. CONSIDERATION OF AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, TO TEMPORARILY ADD THE REMAINING MEMBERS OF THE DESIGN REVIEW BOARD TO SERVE ON THE PLANNING COMMISSION UNTIL DECEMBER 31, 2025

Recommendation

It is recommended that the City Council introduce the ordinance by title only and waive full reading of the uncodified ordinance to temporarily add the remaining members of the Design Review Board to serve on the Planning Commission until December 31, 2025.

17. DISCUSSION AND DIRECTION REGARDING THE 2025 4TH OF JULY FIREWORKS SHOW

Recommendation

It is recommended that the City Council evaluate and provide direction to staff regarding the nature (fireworks display or drone display) and location of 2025 4th of July presentation.

PUBLIC COMMENT - CONTINUED

18. 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

19. COUNCILMEMBER COMMUNICATIONS

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

20. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

March 26, 2025	Special Joint City Council Meeting with the Planning Commission	6:00 P.M.
April 2, 2025	Regular City Council Meeting (Cancelled)	7:00 P.M.
April 16, 2025	Regular City Council Meeting	7:00 P.M.
May 7, 2025	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 March 19, 2025, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City, website as required by law, on the date listed below.

03/13/2025	/S/
Date	Mark Perez, Deputy City Clerk

City Council Agenda Report

ITEM NO. 3

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Alison Becker, Acting Community Development Director

SUBJECT: **A PROCLAMATION DECLARING MARCH AS "WOMEN'S HISTORY MONTH" IN THE CITY OF SOUTH PASADENA**

Attachment:
Attachment No. 1 - Women's History Month Proclamation

CITY OF SOUTH PASADENA

PROCLAMATION

Declaring March as "Women's History Month" in the City of South Pasadena

WHEREAS, every year since its designation in 1995, the month of March is a time to celebrate and highlight the contributions of women to events in history and contemporary society; and

WHEREAS, this year's theme is "Moving Forward Together: Women Educating and Inspiring Generations"; and

WHEREAS, women have made significant contributions to the growth and strength of South Pasadena in countless recorded and unrecorded ways; and

WHEREAS, women play a critical economic, cultural and social role in every sphere of life in South Pasadena; and

WHEREAS, women have been particularly important in the establishment of charitable, political, economic and cultural institutions in our City, serving as early leaders in the forefront of every major change movement which have created a more fair and just society for all; and

WHEREAS, despite these contributions, the role of women has consistently been overlooked and undervalued in the literature, leadership, teaching and study of our history and it is therefore fitting that we recognize their numerous accomplishments.

NOW, THEREFORE, BE IT RESOLVED, I, Janet Braun, Mayor of the City of South Pasadena, on behalf of the City Council, do hereby proclaim the month of March 2025 is hereby designated as Woman's History Month in the City of South Pasadena in conjunction with the celebration of National Woman's History Month.

_____ March 19, 2025

Janet Braun, Mayor Date

City Council Agenda Report

ITEM NO. 4

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Mark Perez, Deputy City Clerk

SUBJECT: **MERCHANT MINUTE - THE HIVE**

Attachment:
Attachment No. 1 - The Hive Merchant Minute

Attachment No. 1













the hive
south pas





Emily Cline

323-333-8310

1118 Mission Street

www.TheHive.com

City Council Agenda Report

ITEM NO. 6

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: William Castrillon, Budget and Purchase Manager

SUBJECT: **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $1,411,438.14; GENERAL CITY WARRANTS IN THE AMOUNT OF $679,129.12; ONLINE PAYMENTS IN THE AMOUNT OF $22,644.61; VOIDS IN THE AMOUNT OF ($1,840); PAYROLL IN THE AMOUNT OF $1,099,771**

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

Fiscal Impact
Prepaid Warrants:
Warrant # 320704 - 320782: **$1,383,464.00**
Warrant # 320786 - 320790: **$1,503.67**
ACH: **$26,470.47**
Voids: **($0)**

General City Warrants
Warrant # 320791-320870: **$283,171.74**
ACH: **$395,957.38**
Voids: **($1,840)**

Payroll Period Ending 02/28/2025: **$1,099,771.00**
Wire Transfers Out – To (LAIF): **$0**
Wire Transfers In – From (LAIF): **$0**

Online Payments: **$22,644.61**

Total: $3,211,142.87

Key Performance Indicators and Strategic Plan
This item is in line with the Finance Department's Key Performance Indicators identified in the Fiscal Year 2023-2024 Budget. The Accounts Payable process is completely digital and routed via a workflow process. This cuts down staff time significantly, as well as streamlines a previously strenuous process. This process also falls in line with the City's environmental strategies by reducing the amount of paper used.

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

Warrant Summary – Summarizes all of the payments prepared during a specific cycle. The beginning of the cycle is the period after the last set of warrants were approved by Council and released as payment. The end of the cycle is the last date of invoice processing. All the warrants for the current cycle are summarized and the detail of warrants provided to Council for review and approval.

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

General City Warrant List – Detailed listing of all payments made for a specific cycle. The beginning of the cycle is the period after the last set of warrants were approved by Council and released as payment. The end of the cycle is the last date of invoice processing.

Online Payments – Payments made online. These are typically for time sensitive utilities, credit card payments, and sometimes require the use of the payee's portal (SCE, So Cal Gas, Amazon, etc.).

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

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

Commission Review and Recommendation
This matter was not reviewed by a Commission

Attachment:
Attachment No. 1 - Warrant Summary
Attachment No. 2 - Prepayment Warrant Summary
Attachment No. 3 - General Warrant Summary
Attachment No. 4 - Online Payments
Attachment No. 5 - Payroll
Attachment No. 6 - Voids

City of South Pasadena
Demand/Warrant Register
Recap by fund

Date 3/19/2025

Attachment No.1

	Fund No.	Amounts	
		Prepaid	**Written**
General Fund	101	3,714.00	219,296.05
Insurance Fund	103	1,380,000.00	13,793.07
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	-
Facilities & Equip.Cap. Fund	105	25,456.00	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	-	2,657.91
SLFRF Fund	206	-	-
Local Transit Return "C"	207	-	-
TEA/Metro	208	-	-
Sewer Fund	210	-	11,664.25
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	-	79,810.26
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	308.41
County Park Bond Fund	232	-	-
Measure R	233	-	-
Measure M	236	-	24,781.04
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
OTS Grant	269	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	-	51,087.95
Water Fund	500	-	269,354.43
Water Efficiency Fund	503	-	2,659.84
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	2,268.14	3,715.91
			-
	Column Totals:	1,411,438.14	679,129.12

City Report Totals:	2,090,567.26
Payroll Period Ending :02/28/2025	1,099,771.00
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	-
Online Payments	22,644.61
Voids - General Warrant	(1,840.00)
Grand Report Total:	**3,211,142.87**

Janet Braun, Mayor

William Castrillon, Budget and Purchasing Manager

Mark Perez, Deputy City Clerk

Accounts Payable

Check Detail

User: wcastrillon
Printed: 03/11/2025 - 3:06PM

Check Number	Check Date		Amount
DOLA2011 - Dordick Law Corporation			
320774	02/27/2025		
	Inv SebastianForbes		131,531.97
320774 Total:			131,531.97
DOLA2011 - Dordick Law Corporation Total:			131,531.97
GEF1190 - The Prudential Ins. Company of America			
320777	02/27/2025		
	Inv Seb & Lin Forbe		310,055.77
320777 Total:			310,055.77
GEF1190 - The Prudential Ins. Company of America Total:			310,055.77
LUISFRAU - Frausto-Ramirez, Luis			
320775	02/27/2025		
	Inv Luis Frausto		80,000.00
320775 Total:			80,000.00
LUISFRAU - Frausto-Ramirez, Luis Total:			80,000.00
SSSL2011 - Slater Slater Schulman, LLP			
320776	02/27/2025		
	Inv Slater		550,000.00
320776 Total:			550,000.00
SSSL2011 - Slater Slater Schulman, LLP Total:			550,000.00
Total:			1,071,587.74

Accounts Payable

Check Detail

User: wcastrillon
Printed: 03/03/2025 - 5:27PM

Check Number	Check Date	Amount
DOLA2011 - Dordick Law Corporation		
320778	02/27/2025	
Inv Lincoln Forbes		58,412.26
320778 Total:		58,412.26
DOLA2011 - Dordick Law Corporation Total:		58,412.26
Total:		58,412.26

Accounts Payable

Check Detail

User: wcastrillon
Printed: 03/03/2025 - 5:24PM

Check Number	Check Date	Amount
DOLA2011 - Dordick Law Corporation		
320779	02/27/2025	
Inv Andrea&Josh F		250,000.00
320779 Total:		250,000.00
DOLA2011 - Dordick Law Corporation Total:		250,000.00
Total:		250,000.00

Accounts Payable

Check Detail

User: wcastrillon
Printed: 03/03/2025 - 5:22PM

Check Number	Check Date	Amount
LUISFRAU - Frausto-Ramirez, Luis		
320780	03/03/2025	
Inv R2-24-2025		2,050.00
320780 Total:		2,050.00
LUISFRAU - Frausto-Ramirez, Luis Total:		2,050.00
Total:		2,050.00

Accounts Payable

Check Detail

User: wcastrillon
Printed: 03/11/2025 - 11:53AM

Check Number	Check Date	Amount
LOS5011 - Los Angeles County Fire Department		
320781	03/05/2025	
Inv IN0448160		707.00
320781 Total:		707.00
LOS5011 - Los Angeles County Fire Department Total:		707.00
Total:		707.00

Accounts Payable

Check Detail

User: wcastrillon
Printed: 03/11/2025 - 11:56AM

Check Number	Check Date	Amount
LOS5011 - Los Angeles County Fire Department		
320782	03/05/2025	
Inv IN0448158		707.00
320782 Total:		707.00
LOS5011 - Los Angeles County Fire Department Total:		707.00
Total:		707.00

Accounts Payable

Check Detail

User: wcastrillon
Printed: 03/11/2025 - 11:57AM

Check Number	Check Date		Amount
CAL0629 - Franchise Tax Board			
320787	03/10/2025		
	Inv PR 02.28.2025		125.00
320787 Total:			125.00
CAL0629 - Franchise Tax Board Total:			125.00
CSD3014 - Ca. State Disbursement Unit			
320786	03/10/2025		
	Inv PR 02.28.2025		903.69
320786 Total:			903.69
CSD3014 - Ca. State Disbursement Unit Total:			903.69
ENTERPRI - Enterprise FM Trust			
0	03/10/2025		
	Inv FBN5286052		25,456.00
0 Total:			25,456.00
ENTERPRI - Enterprise FM Trust Total:			25,456.00
GYPSYSER - Gypsy Services LLC			
320790	03/10/2025		
	Inv 17099		250.00
320790 Total:			250.00
GYPSYSER - Gypsy Services LLC Total:			250.00
SCFT0000 - Franchise Tax Board			
320788	03/10/2025		
	Inv PR 02.28.2025		134.98
320788 Total:			134.98
SCFT0000 - Franchise Tax Board Total:			134.98
SCFT0001 - Franchise Tax Board			

Check Number	Check Date	Amount
320789	03/10/2025	
Inv PR 02.28.2025		90.00
320789 Total:		90.00
SCFT0001 - Franchise Tax Board Total:		90.00
SSDV2018 - Sandoval, Sheila		
0	03/10/2025	
Inv PR 02.28.2025		1,014.47
0 Total:		1,014.47
SSDV2018 - Sandoval, Sheila Total:		1,014.47
Total:		27,974.14

Accounts Payable

Check Detail

User: wcastrillon
Printed: 03/11/2025 - 11:59AM

Check Number	Check Date	Amount
ACMT2920 - All City Management Services, Inc.		
320791	03/19/2025	
Inv 99147		11,680.26
320791 Total:		11,680.26
ACMT2920 - All City Management Services, Inc. Total:		11,680.26
ACTM3010 - Robert Half International, Inc.		
0	03/19/2025	
Inv 64649312		1,900.00
Inv 64692370		1,425.00
0 Total:		3,325.00
ACTM3010 - Robert Half International, Inc. Total:		3,325.00
AFLA7010 - AFLAC		
0	03/19/2025	
Inv 273023		1,198.86
0 Total:		1,198.86
AFLA7010 - AFLAC Total:		1,198.86
AKDC9265 - Ashok Kumar Dhingra		
320793	03/19/2025	
Inv CSP 2025-02		25,140.15
320793 Total:		25,140.15
AKDC9265 - Ashok Kumar Dhingra Total:		25,140.15
ALL0197 - All Star Fire Equipment, Inc.		
320792	03/19/2025	
Inv 262233		1,520.29
320792 Total:		1,520.29
ALL0197 - All Star Fire Equipment, Inc. Total:		1,520.29

Check Number	Check Date	Amount
ALMI8032 - Minaeva, Alessia		
320841	03/19/2025	
Inv SALWEST-FEB25		604.50
320841 Total:		604.50
ALMI8032 - Minaeva, Alessia Total:		604.50
ALPD4010 - City of Alhambra Police Department		
320803	03/19/2025	
Inv S.Pas-01/2025		258.00
320803 Total:		258.00
ALPD4010 - City of Alhambra Police Department Total:		258.00
AMAZONCP - Amazon Capital Services, Inc.		
0	03/19/2025	
Inv 149H-CCFT-PLSQ		42.96
Inv 14C4-HXYR-NYJQ		44.08
Inv 14C4-HXYR-VX9V		14.32
Inv 1DWY-LKRW-NWHX		57.28
Inv 1JHP-THMD-9XL3		79.08
Inv 1L9P-RGXJ-973J		242.52
Inv 1L9P-RGXJ-9RDG		28.64
Inv 1P3T-KXCT-MH3K		130.02
Inv 1VFD-JRDX-C13J		55.59
Inv 1VRL-6RTM-JPYF		85.92
0 Total:		780.41
AMAZONCP - Amazon Capital Services, Inc. Total:		780.41
ANGY8030 - Grady, Anthony Q.		
320825	03/19/2025	
Inv JUJIT.FEB25		208.00
320825 Total:		208.00
ANGY8030 - Grady, Anthony Q. Total:		208.00
ANMINTOS - Mintos, Anthony		
320842	03/19/2025	
Inv Film592		1,140.00
320842 Total:		1,140.00
ANMINTOS - Mintos, Anthony Total:		1,140.00
ATGC8530 - CU Technology		
0	03/19/2025	

Check Number	Check Date	Amount
Inv 12065		5,156.25
0 Total:		5,156.25
ATGC8530 - CU Technology Total:		5,156.25
BAK0369 - BTAC UNITED ACQUISITION HOLLDING COMPANY		
0	03/19/2025	
Inv 2038721125		968.18
Inv 2038762728		2,559.94
Inv 2038777892		22.13
Inv 2038795709		385.42
Inv 2038800413		219.54
Inv 2038804112		357.84
Inv 2038816702		975.38
Inv 2038821180		297.15
Inv 2038829313		339.30
Inv 2038839457		92.35
Inv 2038840864		1,088.64
Inv 2038844079		780.40
Inv 2038853366		267.12
0 Total:		8,353.39
BAK0369 - BTAC UNITED ACQUISITION HOLLDING COMPANY Total:		8,353.39
BEGARCIA - Garcia, Beatriz		
320821	03/19/2025	
Inv 83220148		590.00
320821 Total:		590.00
BEGARCIA - Garcia, Beatriz Total:		590.00
BFWB4011 - Badge Frame, Inc.		
0	03/19/2025	
Inv 094131		100.00
Inv 094138		43.00
0 Total:		143.00
BFWB4011 - Badge Frame, Inc. Total:		143.00
BLU7777 - California Physicians Service		
320799	03/19/2025	
Inv April 2025		2,197.13
320799 Total:		2,197.13
BLU7777 - California Physicians Service Total:		2,197.13

Check Number	Check Date	Amount
BRDE6710 - Bardales Jr., Luis		
320794	03/19/2025	
Inv 12/19/2024		140.00
Inv 2/22/2024		21.98
Inv FY24-25_Boot_LB		228.19
320794 Total:		390.17
BRDE6710 - Bardales Jr., Luis Total:		390.17
BSHL6710 - Base Hill, Inc., dba Jan Point		
0	03/19/2025	
Inv 25712		1,250.00
0 Total:		1,250.00
BSHL6710 - Base Hill, Inc., dba Jan Point Total:		1,250.00
CAL5236 - Dy-Dee Services of Pasadena, Inc.		
320815	03/19/2025	
Inv 2401491		139.75
Inv 2405050		146.79
320815 Total:		286.54
CAL5236 - Dy-Dee Services of Pasadena, Inc. Total:		286.54
CAL6695 - California American Water		
320797	03/19/2025	
Inv 12/19-1/16/25		22.88
320797 Total:		22.88
CAL6695 - California American Water Total:		22.88
CALG6711 - Calgon Carbon Corporation		
0	03/19/2025	
Inv 90195521		204,216.00
0 Total:		204,216.00
CALG6711 - Calgon Carbon Corporation Total:		204,216.00
CAMERPL - California Metro Patrol & EMS, Inc.		
320798	03/19/2025	
Inv 9180		2,302.16
320798 Total:		2,302.16
CAMERPL - California Metro Patrol & EMS, Inc. Total:		2,302.16

Check Number	Check Date	Amount
CAN0607 - Cantu Graphics Inc.		
320800	03/19/2025	
Inv 62567-2		44.04
Inv 62862-2		44.04
Inv 62878-3		44.10
Inv 62894-2		82.69
320800 Total:		214.87
CAN0607 - Cantu Graphics Inc. Total:		214.87
CDW5246 - CDW Government LLC		
0	03/19/2025	
Inv AC2GF2W		5,091.71
0 Total:		5,091.71
CDW5246 - CDW Government LLC Total:		5,091.71
CGUSA - Compass Group USA, Inc.		
320805	03/19/2025	
Inv SOC240616		114.95
320805 Total:		114.95
CGUSA - Compass Group USA, Inc. Total:		114.95
CMRSFP - CMRS-FP		
320804	03/19/2025	
Inv 600102810		800.00
320804 Total:		800.00
CMRSFP - CMRS-FP Total:		800.00
CON9152 - Control Automation Design Inc		
320806	03/19/2025	
Inv 25-012		900.00
320806 Total:		900.00
CON9152 - Control Automation Design Inc Total:		900.00
CONSMART - Paranada FW LLC		
320848	03/19/2025	
Inv 145608		1,469.66
320848 Total:		1,469.66

Check Number	Check Date	Amount
CONSMART - Paranada FW LLC Total:		1,469.66
CONYEE - Yee, Connie		
0	03/19/2025	
Inv FFFEB		920.00
Inv HIITFEB		133.90
0 Total:		1,053.90
CONYEE - Yee, Connie Total:		1,053.90
COR7788 - Cornforth, Robert Darren		
0	03/19/2025	
Inv TENNIS-FEB25		2,184.00
0 Total:		2,184.00
COR7788 - Cornforth, Robert Darren Total:		2,184.00
CPTS3011 - SAFEGUARD BUSINESS SYSTEMS, INC		
320855	03/19/2025	
Inv 445296		127.31
320855 Total:		127.31
CPTS3011 - SAFEGUARD BUSINESS SYSTEMS, INC Total:		127.31
CRHY8067 - Hartney, Corey P.		
0	03/19/2025	
Inv INVFEB25		87.75
0 Total:		87.75
CRHY8067 - Hartney, Corey P. Total:		87.75
CRPC7000 - Pech, Carlos		
320851	03/19/2025	
Inv 02/11-02/13/25		559.18
320851 Total:		559.18
CRPC7000 - Pech, Carlos Total:		559.18
CSULB40 - CSULB Foundation		
320809	03/19/2025	
Inv 3453		157.00
320809 Total:		157.00

Check Number	Check Date	Amount
CSULB40 - CSULB Foundation Total:		157.00
CUR7778 - L.N. Curtis & Sons		
320833	03/19/2025	
Inv INV889149		1,003.28
320833 Total:		1,003.28
CUR7778 - L.N. Curtis & Sons Total:		1,003.28
DABN8267 - Bohan, Diana 101-8030-8021-8267-000		
0	03/19/2025	
Inv FebDropIn		316.00
Inv FebMoYoga		179.20
0 Total:		495.20
DABN8267 - Bohan, Diana Total:		495.20
DAMA4011 - Maldonado, David		
320838	03/19/2025	
Inv 02/11/2025		21.70
320838 Total:		21.70
DAMA4011 - Maldonado, David Total:		21.70
DAVEBUST - Dave & Buster's, Inc.		
320811	03/19/2025	
Inv YcnYAF		1,002.91
320811 Total:		1,002.91
DAVEBUST - Dave & Buster's, Inc. Total:		1,002.91
DDLP8010 - Dr. Detail Ph.D LLC		
0	03/19/2025	
Inv 3275		700.00
0 Total:		700.00
DDLP8010 - Dr. Detail Ph.D LLC Total:		700.00
DEPC6011 - Dewey Services Inc		
320812	03/19/2025	
Inv 17212468		120.00
Inv 17212469		120.00
Inv 17212470		120.00
Inv 17212471		120.00
Inv 17212472		120.00

Check Number	Check Date	Amount
Inv 17212473		135.00
Inv 17212475		120.00
Inv 17212476		120.00
Inv 17212479		299.00
320812 Total:		1,274.00
DEPC6011 - Dewey Services Inc Total:		1,274.00
DTATK701 - Data Ticket, Inc.		
320810	03/19/2025	
Inv 174526		200.00
320810 Total:		200.00
DTATK701 - Data Ticket, Inc. Total:		200.00
DUB0187 - DuBois, Andrew		
320813	03/19/2025	
Inv 02/25/25		60.66
320813 Total:		60.66
DUB0187 - DuBois, Andrew Total:		60.66
DUN1111 - Dunn, Daniel		
320814	03/19/2025	
Inv 2.10.25		74.95
320814 Total:		74.95
DUN1111 - Dunn, Daniel Total:		74.95
DVVLZ - David Volz Landscape Architects, Inc.		
0	03/19/2025	
Inv 422995 REV		4,892.00
0 Total:		4,892.00
DVVLZ - David Volz Landscape Architects, Inc. Total:		4,892.00
EDVL6010 - Villalobos, Edgar		
320869	03/19/2025	
Inv 2/22/2025		27.30
320869 Total:		27.30
EDVL6010 - Villalobos, Edgar Total:		27.30
ESCLCEPW - Escalera, Lance		

Check Number	Check Date	Amount
320817	03/19/2025	
Inv 2/14/2025		31.36
Inv 2/2/2025		32.20
320817 Total:		63.56
ESCLCEPW - Escalera, Lance Total:		63.56
ESMC5010 - Emergency Services Marketing Corp. Inc.		
320816	03/19/2025	
Inv INV8469		314.00
320816 Total:		314.00
ESMC5010 - Emergency Services Marketing Corp. Inc. Total:		314.00
EUNASOLU - EUNA Solutions, Inc		
0	03/19/2025	
Inv INV127618		15,270.63
0 Total:		15,270.63
EUNASOLU - EUNA Solutions, Inc Total:		15,270.63
FOO7777 - Foothill Lock & Key		
320819	03/19/2025	
Inv 56149		212.23
320819 Total:		212.23
FOO7777 - Foothill Lock & Key Total:		212.23
FRAL4011 - Litterini, Frank		
320836	03/19/2025	
Inv 02/11-13/25		2,406.88
320836 Total:		2,406.88
FRAL4011 - Litterini, Frank Total:		2,406.88
GALL5011 - Galls, LLC		
320820	03/19/2025	
Inv 030254096		33.96
Inv 030254104		911.04
Inv 030311890		30.22
Inv 030311892		30.22
Inv 030359443		33.89
Inv 030359444		33.89
Inv 030383989		234.88
Inv 030408034		234.88
Inv 030428439		186.14

Check Number	Check Date	Amount
Inv 030428440		186.14
Inv 030439916		904.81
Inv 030467723		340.69
Inv 030476354		473.83
Inv 030494383		48.49
Inv 030495124		911.04
Inv 030517565		904.81
320820 Total:		5,498.93
GALL5011 - Galls, LLC Total:		5,498.93
GLGP8030 - Golf Group LTD.		
320824	03/19/2025	
Inv 18-2793		5,500.00
320824 Total:		5,500.00
GLGP8030 - Golf Group LTD. Total:		5,500.00
HOMCOMMU - Hom, Reagan		
320827	03/19/2025	
Inv 5-021525		1,898.06
320827 Total:		1,898.06
HOMCOMMU - Hom, Reagan Total:		1,898.06
IPER7101 - IPermit, LLC		
320828	03/19/2025	
Inv 4053		3.02
320828 Total:		3.02
IPER7101 - IPermit, LLC Total:		3.02
ITCR2501 - Intercare Holdings Insurance Services		
0	03/19/2025	
Inv 76-012309		13,793.07
0 Total:		13,793.07
ITCR2501 - Intercare Holdings Insurance Services Total:		13,793.07
JAHE4011 - Hernandez, Javier		
320826	03/19/2025	
Inv 02/11/2025		21.70
320826 Total:		21.70

Check Number	Check Date	Amount
JAHE4011 - Hernandez, Javier Total:		21.70
JANSLNAS - Salinas, Juan		
320856	03/19/2025	
Inv FY24-25_Boot_JS		250.00
320856 Total:		250.00
JANSLNAS - Salinas, Juan Total:		250.00
JCRS5011 - Jones Coffee Roasters		
320831	03/19/2025	
Inv 70344		204.75
320831 Total:		204.75
JCRS5011 - Jones Coffee Roasters Total:		204.75
JCTCRP - JCtees.com Corporation		
320830	03/19/2025	
Inv 10150		308.25
320830 Total:		308.25
JCTCRP - JCtees.com Corporation Total:		308.25
JMCB6710 - Cipres Bravo, Jose Manuel		
320802	03/19/2025	
Inv 2/15/2025		25.34
320802 Total:		25.34
JMCB6710 - Cipres Bravo, Jose Manuel Total:		25.34
JSAR4011 - Jack's Auto Repair		
320829	03/19/2025	
Inv 18185		57.91
Inv 19917		85.00
Inv 19935		1,133.68
320829 Total:		1,276.59
JSAR4011 - Jack's Auto Repair Total:		1,276.59
KOAC6010 - KOA Corp., a Lochner Company		
320832	03/19/2025	
Inv JC1i001-24		8,338.34
Inv JC1i001-25		2,520.96
Inv JC1i001-26		4,696.50

Check Number	Check Date	Amount
320832 Total:		15,555.80
KOAC6010 - KOA Corp., a Lochner Company Total:		15,555.80
LACTYAGC - County of Los Angeles, Agricultural Commissioner		
320807	03/19/2025	
Inv 250694		564.48
320807 Total:		564.48
LACTYAGC - County of Los Angeles, Agricultural Commissioner Total:		564.48
LASLLUNG - Lance, Soll & Lunghard LLP		
320834	03/19/2025	
Inv 67079		27,002.50
Inv 67080		19,177.50
320834 Total:		46,180.00
LASLLUNG - Lance, Soll & Lunghard LLP Total:		46,180.00
LIFE822 - Life-Assist Inc.		
320835	03/19/2025	
Inv 1556705		2,101.74
Inv 1557018		270.11
Inv 1558014		84.43
320835 Total:		2,456.28
LIFE822 - Life-Assist Inc. Total:		2,456.28
LILESTDA - Estrada, Lilly		
320818	03/19/2025	
Inv 02182025		10.96
320818 Total:		10.96
LILESTDA - Estrada, Lilly Total:		10.96
LOU1111 - Louie, Spencer		
320837	03/19/2025	
Inv 01/28/2025		10.36
320837 Total:		10.36
LOU1111 - Louie, Spencer Total:		10.36
MAC1529 - Macdonald, Douglas A.		
0	03/19/2025	

Check Number	Check Date	Amount
Inv SCD(FEB25)		370.50
0 Total:		370.50
MAC1529 - Macdonald, Douglas A. Total:		370.50
MACO6011 - Coyne, Mara		
320808	03/19/2025	
Inv DW0225-04		500.00
320808 Total:		500.00
MACO6011 - Coyne, Mara Total:		500.00
MBFEC106 - Marx Bros. Fire Extinguisher Co.		
320839	03/19/2025	
Inv 25178		150.00
320839 Total:		150.00
MBFEC106 - Marx Bros. Fire Extinguisher Co. Total:		150.00
MCPSTI - Pusateri, Michele		
0	03/19/2025	
Inv PBALL- FEB25		2,028.00
0 Total:		2,028.00
MCPSTI - Pusateri, Michele Total:		2,028.00
MDWSTPE - Midwest Tape LLC		
320840	03/19/2025	
Inv 506682045		245.22
Inv 506718316		306.60
Inv 506746638		301.98
320840 Total:		853.80
MDWSTPE - Midwest Tape LLC Total:		853.80
MNBL8170 - Crestline Software, LLC		
0	03/19/2025	
Inv #INV12160		28,477.20
Inv #INV12201		114.45
0 Total:		28,591.65
MNBL8170 - Crestline Software, LLC Total:		28,591.65
MRKGEE - Gee, Mark		

Check Number	Check Date	Amount
320823	03/19/2025	
Inv DT0225-02		346.00
320823 Total:		346.00
MRKGEE - Gee, Mark Total:		346.00
MUTOMAHA - Mutual of Omaha Insurance Company		
320843	03/19/2025	
Inv March 2025		2,517.05
320843 Total:		2,517.05
MUTOMAHA - Mutual of Omaha Insurance Company Total:		2,517.05
MVCH3011 - MV Cheng & Associates Inc.		
320844	03/19/2025	
Inv 1/31/2025A		8,960.00
Inv 10/31/2024G		7,060.00
Inv 9/30/2024G		5,700.00
320844 Total:		21,720.00
MVCH3011 - MV Cheng & Associates Inc. Total:		21,720.00
NCLSMC - National Charity League San Marino Chapter, Inc		
320845	03/19/2025	
Inv DG66764493		294.00
320845 Total:		294.00
NCLSMC - National Charity League San Marino Chapter, Inc Total:		294.00
OLNP8010 - Outlook Newspapers Group		
320847	03/19/2025	
Inv 81169		520.00
Inv 81638		525.00
320847 Total:		1,045.00
OLNP8010 - Outlook Newspapers Group Total:		1,045.00
OVDR8011 - OverDrive Inc.		
0	03/19/2025	
Inv 01148CO25045552		1,928.00
0 Total:		1,928.00
OVDR8011 - OverDrive Inc. Total:		1,928.00

Check Number	Check Date	Amount
OVIDU - Simion, Ovidiu Adrian		
320860	03/19/2025	
Inv 1557		50.00
320860 Total:		50.00
OVIDU - Simion, Ovidiu Adrian Total:		50.00
PAY7788 - Payke Gymnastics Academy, Inc.		
320850	03/19/2025	
Inv PAYKE-FEB25		1,080.00
320850 Total:		1,080.00
PAY7788 - Payke Gymnastics Academy, Inc. Total:		1,080.00
PLCARIE - Plescia, Carrie		
0	03/19/2025	
Inv LATDANCEFEB25		197.60
0 Total:		197.60
PLCARIE - Plescia, Carrie Total:		197.60
PMAB8021 - Budka, Pamela Avry		
320796	03/19/2025	
Inv ChairYogaFeb		325.60
Inv MeditationFeb		114.40
320796 Total:		440.00
PMAB8021 - Budka, Pamela Avry Total:		440.00
PMLDONG - Dong, Pamella C.		
0	03/19/2025	
Inv FebMartiaDropIn		88.00
Inv FeBQiGongDropIn		96.00
0 Total:		184.00
PMLDONG - Dong, Pamella C. Total:		184.00
PUFG8267 - Wong, Pauline Sam		
0	03/19/2025	
Inv AdultFeb		247.00
Inv Senior Feb		124.00
0 Total:		371.00
PUFG8267 - Wong, Pauline Sam Total:		371.00

Check Number	Check Date	Amount
PWP4465 - Pasadena Water & Power		
320849	03/19/2025	
Inv 12/11-1/13/25		3,502.23
320849 Total:		3,502.23
PWP4465 - Pasadena Water & Power Total:		3,502.23
REP6115 - Yunex LLC		
0	03/19/2025	
Inv 5610003395		8,797.84
Inv 5610003895		5,120.27
Inv 5610003896		22,693.56
Inv 5610004248		8,091.05
Inv 5610004249		5,645.54
Inv 90003509		3,435.00
Inv 90003715		3,435.00
0 Total:		57,218.26
REP6115 - Yunex LLC Total:		57,218.26
RIV4011 - Riverside County Sheriff's Dept		
320853	03/19/2025	
Inv BCTC0084007		81.00
320853 Total:		81.00
RIV4011 - Riverside County Sheriff's Dept Total:		81.00
RNIL7101 - Nilo, Richard		
320846	03/19/2025	
Inv 01132025		25.25
Inv 02182025		57.31
320846 Total:		82.56
RNIL7101 - Nilo, Richard Total:		82.56
ROB1111 - Robledo, Shannon		
320854	03/19/2025	
Inv 3191803695		1,146.00
320854 Total:		1,146.00
ROB1111 - Robledo, Shannon Total:		1,146.00
RVCSTLLC - Revenue & Cost Specialist, LLC		
0	03/19/2025	
Inv 9302		9,800.00

Check Number	Check Date	Amount
0 Total:		9,800.00
RVCSTLLC - Revenue & Cost Specialist, LLC Total:		9,800.00
RYAN - Garcia, Ryan		
320822	03/19/2025	
Inv 2/22/2025		14.28
320822 Total:		14.28
RYAN - Garcia, Ryan Total:		14.28
SAVGTRN - Savage, Scott		
320857	03/19/2025	
Inv 3043		314.00
Inv 3044		613.00
320857 Total:		927.00
SAVGTRN - Savage, Scott Total:		927.00
SDSI0107 - SDS Security Design Systems		
320858	03/19/2025	
Inv 248162		67.12
Inv 248163		29.15
Inv 248164		45.66
Inv 248165		36.66
Inv 248166		77.14
Inv 248238		101.71
320858 Total:		357.44
SDSI0107 - SDS Security Design Systems Total:		357.44
SGMC2013 - St. George's Medical Clinic		
0	03/19/2025	
Inv 120100		120.00
Inv 151362		175.00
Inv 151373		175.00
Inv 151382		175.00
Inv 151392		410.00
Inv 151403		175.00
Inv 151415		175.00
Inv 151511		175.00
0 Total:		1,580.00
SGMC2013 - St. George's Medical Clinic Total:		1,580.00
SPBK - Springbrook Holding Company, LLC		

Check Number	Check Date	Amount
0	03/19/2025	
Inv INV-020014		19.00
0 Total:		19.00
SPBK - Springbrook Holding Company, LLC Total:		19.00
SRAS7101 - Shelter Roofing and Solar Construction		
320859	03/19/2025	
Inv 3673		305.67
320859 Total:		305.67
SRAS7101 - Shelter Roofing and Solar Construction Total:		305.67
STA5219 - Staples Business Advantage		
0	03/19/2025	
Inv 6024179743		46.33
Inv 6024241283		240.33
Inv 6024300150		12.01
Inv 6024693751		85.06
Inv 6024693752		91.12
Inv 6024748806		398.69
Inv 6024817591		240.33
Inv 6024987652		41.69
Inv 6025291554		13.11
Inv 6025291555		34.86
Inv 6025291558		133.66
0 Total:		1,337.19
STA5219 - Staples Business Advantage Total:		1,337.19
TAHZ8267 - Tahmizian, Jivan		
320861	03/19/2025	
Inv IndivPianoFEB25		208.00
320861 Total:		208.00
TAHZ8267 - Tahmizian, Jivan Total:		208.00
TDGENGIN - TDG Engineering, Inc.		
320862	03/19/2025	
Inv 02LAX00114_3		14,271.00
Inv 02LAX00114_4		10,510.04
320862 Total:		24,781.04
TDGENGIN - TDG Engineering, Inc. Total:		24,781.04

Check Number	Check Date	Amount
TFW7101 - The Foundation Works		
320863	03/19/2025	
Inv 3326		61.37
320863 Total:		61.37
TFW7101 - The Foundation Works Total:		61.37
TLC2155 - VCA TLC Pasadena Veterinary Specialty & Emergency		
320868	03/19/2025	
Inv 5418652652		1,576.52
320868 Total:		1,576.52
TLC2155 - VCA TLC Pasadena Veterinary Specialty & Emergency Total:		1,576.52
TOM4455 - Tom's Men's Wear & Uniform's, Inc.		
320864	03/19/2025	
Inv 345		367.44
320864 Total:		367.44
TOM4455 - Tom's Men's Wear & Uniform's, Inc. Total:		367.44
TRA5998 - Transtech Engineers, Inc.		
320865	03/19/2025	
Inv 20251592		1,973.40
Inv 20251593		34,315.50
Inv 20251594		40,132.68
320865 Total:		76,421.58
TRA5998 - Transtech Engineers, Inc. Total:		76,421.58
TRIOVLLY - Valley Services, Inc.		
320867	03/19/2025	
Inv 2230058892		4,329.00
320867 Total:		4,329.00
TRIOVLLY - Valley Services, Inc. Total:		4,329.00

Check Number	Check Date	Amount
TYBL7000 - Borrello, Tyler		
320795	03/19/2025	
Inv 421806352		58.28
320795 Total:		58.28
TYBL7000 - Borrello, Tyler Total:		58.28
UPP7789 - Upper San Gabriel Valley MWD		
320866	03/19/2025	
Inv So Pas-2.20.25		222.92
320866 Total:		222.92
UPP7789 - Upper San Gabriel Valley MWD Total:		222.92
VTIN4010 - Caracal Enterprises LLC		
320801	03/19/2025	
Inv 147760		1,815.00
320801 Total:		1,815.00
VTIN4010 - Caracal Enterprises LLC Total:		1,815.00
WES4152 - West Coast Arborists, Inc.		
0	03/19/2025	
Inv 225026		780.00
Inv 225028		1,272.00
Inv 225029		6,750.00
Inv 225030		12,600.00
Inv 225031		1,190.00
0 Total:		22,592.00
WES4152 - West Coast Arborists, Inc. Total:		22,592.00
WES6711 - Western Water Works Supply Company		
320870	03/19/2025	
Inv 1264166-00		809.52
320870 Total:		809.52
WES6711 - Western Water Works Supply Company Total:		809.52
WLHD8020 - Westlake Hardware		
0	03/19/2025	
Inv 14305324		45.08
Inv 14305371		88.11
Inv 14305425		204.54
Inv 14305462		14.53
Inv 14305463		25.11

Check Number	Check Date	Amount
0 Total:		377.37
WLHD8020 - Westlake Hardware Total:		377.37
ZOLL8021 - Zoll Medical Corporation		
0	03/19/2025	
Inv 4142508		1,371.64
0 Total:		1,371.64
ZOLL8021 - Zoll Medical Corporation Total:		1,371.64
Total:		679,129.12

City of
SOUTH PASADENA

Online Payment Log			
Date	**Vendor**	**Amount**	**Description**
3/10/2025	So Cal Gas	$3,053.25	Online Payment for City Owned Natural Gas Accounts.
3/13/2025	So Cal Edison	$19,591.36	Online Payment for Various City Owned Electric Accounts.
Total:		***$22,644.61***	

Payroll

Payroll Summary Report

Payroll Date: **02.28.2025** **Regular**

Checks	$	828.05
Direct Deposits	$	565,621.21
IRS Payments	$	112,219.98
EDD - State of CA	$	35,104.01
PERS Pension	$	142,558.06
Deferred Comp	$	31,441.27
PERS Health	$	211,998.42
Subtotal:	**$**	**1,099,771.00**
Grand Total:	**$**	**1,099,771.00**

CITY OF SOUTH PASADENA

320497

Vendor Name: California Robbery Investigators Association (CRIA) Vendor Number: CRIA4011
Check Date: 2/5/2025 Check Amount: 1,840.00

Invoice Number	Date	Description	Amount
10911	1/14/2025	CRIMINAL INVEST. CONFERENCE FOR THE DETECTIVE BUREAU	1,840.00

CRIA4011 ✓ AP 2

DO NOT CASH THIS CHECK UNLESS YOU SEE A TRUE WATERMARK HOLD AT A LIGHT TO VIEW.

CITY OF SOUTH PASADENA
General Account
1414 Mission Street
South Pasadena, CA 91030
(626) 403-7254

WARNING
DO NOT CASH THIS CHECK UNLESS YOU SEE A TRUE WATERMARK ON FACE AND ON REVERSE SIDE. HOLD AT AN ANGLE TO VERIFY.

Bank of the West
1-800-488-2265

90-4284/1222

320497

Date 2/5/2025

Amount 1,840.00

Pay: ONE THOUSAND EIGHT HUNDRED FORTY AND XX / 100

To the order of:

California Robbery Investigators Association (CRIA)
P.O. BOX 1769
Glendora, DE 91740

VOID ✓

⑈320497⑈ ⑆122242843⑆ 041533688⑈

CITY OF SOUTH PASADENA

Vendor Name: California Robbery Investigators Association (CRIA) Vendor Number: CRIA4011
Check Date: 2/5/2025

320497
Check Amount: 1,840.00

Invoice Number	Date	Description	Amount
10911	1/14/2025	CRIMINAL INVEST. CONFERENCE FOR T	1,840.00

BMO

Create Stop Payment Confirmation

Generated On: 2025-02-26 12:21 p.m. ET by WCASTRILLON

Enter Details 1 — Verify Details 2 — Complete 3

Your stop has been successfully created. Please print this page for your record.

Transaction Details

Stop Type	Stop Status	Reference Number
Single	Confirmed	20250226222649241

Account

41533688 - CITY OF SOUTH PASADENA OPERATING - USD

Check Number

320497

Payee	Amount

Expiry Date

2030-02-26

Reason for Stop

Other

Term

60 Months

Outlook

RE: warrant batch 02/05/25

From William Castrillon <wcastrillon@southpasadenaca.gov>
Date Mon 2/24/2025 2:44 PM
To Herman Lin <hlin@southpasadenaca.gov>; Jeanette Zavala <jzavala@southpasadenaca.gov>
Cc Hue Quach <hquach@southpasadenaca.gov>; Wendy Liu <wliu@southpasadenaca.gov>

Jeanette,
I'm confirming I will put a stop payment on check # 32049 and a new check will be issued to the officer.

Thank you,

From: Herman Lin <hlin@southpasadenaca.gov>
Sent: Monday, February 24, 2025 2:32 PM
To: William Castrillon <wcastrillon@southpasadenaca.gov>; Jeanette Zavala <jzavala@southpasadenaca.gov>
Cc: Hue Quach <hquach@southpasadenaca.gov>; Wendy Liu <wliu@southpasadenaca.gov>
Subject: Re: warrant batch 02/05/25

Hi William,

It looks like JEANETTE wants to VOID Check# 320497 and
reimburse officer for $1,390.00.

Per Springbrook & attachment:
Check# 320497
$1,840.00
2/5/2025

CA Robbery Investigators Association - CRIA4011
Invoice # 10911

Thank You.
Herman Lin
AP Specialist
City of South Pasadena, Finance Department
Tel: (626) 403-7254
hlin@SouthPasadenaCA.gov

From: Jeanette Zavala <jzavala@southpasadenaca.gov>
Sent: Monday, February 24, 2025 11:24 AM
To: Clarissa Koo <ckoo@southpasadenaca.gov>; Wendy Liu <wliu@southpasadenaca.gov>; Herman Lin <hlin@southpasadenaca.gov>; William Castrillon <wcastrillon@southpasadenaca.gov>
Cc: Hue Quach <hquach@southpasadenaca.gov>
Subject: FW: warrant batch 02/05/25

Good Morning,

Accounts Payable

Void Check Proof List

User: hlin
Printed: 02/26/2025 - 10:20AM
Batch: 00002.02.2025 - VOID 320497

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: CRIA4011	California Robbery Investigator									
Check No: 320497	Check Date: 02/05/2025									
	1,840.00	10911	01/14/2025	CRIMINAL INVEST. CONFERENCI					No	0
101-4010-4011-8200-000										
Check Total:	1,840.00									
Vendor Total:	1,840.00									
Report Total:	1,840.00									

Accounts Payable

Void Check Distribution List

User: hlin
Printed: 2/26/2025 - 10:21 AM
Batch: 00002.02.2025 - VOID 320497

	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund					
	1,840.00	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	1,840.00	101-4010-4011-8200-000	Training Expense	CRIA4011
Total for Section 1:101	1,840.00	1,840.00			
Grand Total:	1,840.00	1,840.00			

AP Workflow Requisition Form

Requested By

Department: POLICE
Date: 12/18/2024
Fiscal Year: 2024-2025

Payable To

Vendor: SCRIA
Address: P.O. BOX 1769
GLENDORA, CA 91740

Purchase Order Information

PO #:

Contract End Date (if applicable):

☐ **Close PO**

Account #	Invoice #	Amount
101-4010-4011-8200-000	10911	$ 1,840.00
	Total:	$ 1,840.00

City of South Pasadena
Police Department
Training Reimbursement Form

Request Date:	12/18/2024
Employee:	CA ROBBERY INVESTIGATIORS ASSOCIATION
Course Description:	INTERNATIONAL CRIMINAL INVESTIGATORS TRAINING
Course Location:	LAS VEGAS, NV
Course Dates:	02/11-02/13/2025
Is this POST Reimbursable?:	No
Will there be Lodging?:	Yes
Arrive prior to first day of conference:	Yes
Meals covered by event?:	No
County Training Occurred:	All counties not shown below

DO NOT SIGN IF THERE IS ANY ERROR MESSAGE BELOW:

				Amount
Course Tuition:				$ 1,800.00
Lodging & Meals:				
Mileage:		Miles x	0.67 $/Mile	-
Parking:				
Airline Tickets:				-
Others Expenses: MEMBERSHIPS				40.00
			Total:	$ 1,840.00

Calculations

101-4010-4011-8210-000 Post Reimbursable	101-4010-4011-8200-000 City Reimbursable	Non Reimbursable	Total
	$ 1,800.00	-	$ 1,800.00
			-
-	-	-	-
		-	-
-	-	-	-
-	40.00	-	40.00
-	$ 1,840.00	-	$ 1,840.00

RFP Total: ***$ 1,840.00***

J. Zala
Training Coordinator Signature

12-18-24
Date

Department Signature

Date

Financial transactions

Invoice details (10911)

UNPAID

Invoiced to

Jeanette Zavala (77597702, Jzavala@SouthPasadenaCA.gov, South Pasadena Police Department)

Details

Balance due **$1,840.00**

Amount $1,840.00

Invoice # 10911

Origin Manual invoice

Date 11/15/2024

Comments for payer

Internal notes

Master Invoice South Pasadena PD. - Removed Lillienfield and added Jones 12/4/24.

Item	Amount, $
Registration for "2025 CRIA International Criminal Investigator's Training Conference" (02/11/2025 12:00 PM - 02/13/2025 12:00 PM, Caesars Palace Las Vegas, NV), 2025 Conference Registration 1 - Standard Registration – Carlos Pech Inv #10904	$450.00
Registration for "2025 CRIA International Criminal Investigator's Training Conference" (02/11/2025 12:00 PM - 02/13/2025 12:00 PM, Caesars Palace Las Vegas, NV), 2025 Conference Registration 1 - Standard Registration - - Dave Jones Inv #10116	$450.00
Membership application. Level: A - Sworn Law Enforcement Member - Frank Litterini Inv #10907	$20.00
Registration for "2025 CRIA International Criminal Investigator's Training Conference" (02/11/2025 12:00 PM - 02/13/2025 12:00 PM, Caesars Palace Las Vegas, NV), 2025 Conference Registration 1 - Standard Registration - Frank Litterini Inv #10908	$450.00
Membership application. Level: A - Sworn Law Enforcement Member - Anthony Abdalla Inv #10909	$20.00
Registration for "2025 CRIA International Criminal Investigator's Training Conference" (02/11/2025 12:00 PM - 02/13/2025 12:00 PM, Caesars Palace Las Vegas, NV), 2025 Conference Registration 1 - Standard Registration - Anthony Abdalla Inv #10910	$450.00

Record payment | Charge credit card

February 11th-13th, 2025

Conference Fees

2025 Conference Registration: $450

Late Registration after Jan. 11, 2025: $550

The Conference Fees Include:

- ***Welcome packages***
- ***Welcome reception***
- ***Two full days of relevant training***
- ***16 hrs. of CA POST credits***
  (CA POST #2540-28003-24-002)
- ***Multiple networking opportunities***
- ***Officers of the Year Luncheon***
- ***Meet multiple Sponsors/Vendors***
- ***$10,000 in raffle prizes***

Conference Topics

Organized Retail Crime Arrest and Prosecution Strategies

ORC Case Debriefs and current trends review—LASD ORC Unit and Private Industry LP Agents

Legal and investigative Technology Updates

Legal Update—Orange County DA Brad Schoenleben

Social Media/Technology Update—ATF SA Mark Sonnendecker

Major Crimes Case Debriefs

The People vs. Rehan Nazir—LASD Det. Chris Gentner

Petsmart Armed Robbery Series—OCVCTF ATF SA Ryan Stearman, Fullerton PD Det. Dillan Cazares

Task Force Operations and Tech Support

Beverly Hills PD Drone Unit Crime Reduction—Lt. Eugene Kim

CRIA Conference

REGISTRATION NOW OPEN!!



Our members are invited to join us for three days of training, education and networking at Caesars Palace in Las Vegas.

City Council Agenda Report

ITEM NO. 7

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Mark Perez, Deputy City Clerk

SUBJECT: **CONSIDERATION OF APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR DECEMBER 18, 2024, FEBRUARY 19, 2025 AND MARCH 5, 2025**

Recommendation
It is recommended that the City Council consider the approval of the minutes for the Regular City Council Meeting for December 18, 2024, February 19, 2025 and March 5, 2025.

Executive Summary
Attached for the City Council's consideration and approval are meeting minutes and hereby included as attachments to this staff report.

Background
The City Clerk's Division is responsible for producing meeting minutes for the City Council meetings. Meeting minutes are used as the official record of the actions taken by the City at the direction of the City Council.

Fiscal Impact
There is no fiscal impact; budgeted staff completes this work.

Key Performance Indicators and Strategic Plan
This item aligns with the Management Services Department's Key Performance Indicator to provide quick access to information and accountability, ensuring public transparency.

Attachment:
Attachment No. 1 - December 18 2024 - Regular City Council Meeting Minutes
Attachment No. 2 - February 19, 2025 Regular City Council Meeting Minutes
Attachment No. 3 - March 5, 2025 Regular City Council Meeting Minutes

CITY OF SOUTH PASADENA
CITY COUNCIL - REGULAR MEETING

M I N U T E S
WEDNESDAY, DECEMBER 18, 2024, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Pro Tem Donovan on Wednesday, December 18, 2024, at 7:12 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT	Mayor Pro Tem	Jack Donovan
	Councilmember	Jon Primuth
	Councilmember	Michael A. Cacciotti
	Councilmember	Janet Braun
ABSENT	Mayor	Evelyn G. Zneimer

Mark Perez, Deputy City Clerk announced a quorum.

CITY STAFF PRESENT:

Donald Penman, Interim City Manager; Roxanne Diaz, City Attorney; Mark Perez, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Pro Tem Donovan.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. <u>CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION-SIGNIFICANT EXPOSURE TO LITIGATION</u>

Government Code Section 54956.9 (d)(2)
Number of Potential Cases: 1
The City has received a claim for damages related to a traffic collision. The claim is available for public inspection in the City Clerk's Office.

B. <u>CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION-SIGNIFICANT EXPOSURE TO LITIGATION</u>

Government Code Section 54956.9 (d)(1)

1. Hoyos, Jorge v. City of South Pasadena, Workers Compensation Appeals Board Case No. ADJ18576145 & ADJ18576147 (MDR)

City Attorney Roxanne Diaz stated that no reportable action was taken during the closed session.

PUBLIC COMMENT

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

<u>In Person Public Comments:</u>

Angelo Gladding spoke regarding city trees.

Anne Bagasao thanked Mayor Pro Tem Donovan for his service.

Yvonne LaRose spoke regarding Domestic Violence Awareness and various topics.

RECOGNITIONS/INTRODUCTIONS

3. STAFF INTRODUCTIONS

<u>Fire Department:</u>
Kevin Soto, Firefighter Paramedic

<u>Public Works:</u>
Bassam Al-Beitawi, Transportation Manager

Greg Lloyd, Fire Chief and Ted Gerber, Public Works Director introduced the new employees.

CONSENT CALENDAR

Item No. 4 was pulled for separate discussion via public comment. A motion was made by Councilmember Braun and seconded by Councilmember Primuth to approve Item No. 4 of the consent calendar as presented. The motion carried 4-0-1, by the following vote:

AYES: Braun, Cacciotti, Donovan, Primuth
NOES: None.
ABSENT: Mayor Zneimer
ABSTAINED: None.

4. CONSIDERATION OF APPROVAL OF A DISCRETIONARY FUNDS REQUEST FROM MAYOR ZNEIMER IN THE AMOUNT OF UP TO $1,000 TO THE SOUTH PASADENA TOURNAMENT OF ROSES COMMITTEE FOR DECORATING THE FLOAT

Recommendation

It is recommended that the City Council:

1. Find that the requested allocation of discretionary funds to support the South Pasadena Tournament of Roses Committee (Committee) to cover expenses for decorating the float as it serves as a public purpose benefitting the City; the expenditure is free from any conflict of interest that arise from the use of the funds; and that the expenditure is not a gift to any individual, corporation or municipality and is only used to benefit the general public of the City; and
2. Based on such findings approve the requested expenditure of discretionary funds of up to $1,000 to support decorating the float.

PRESENTATION

5. OUTGOING MAYOR PRO TEM REMARKS

Mayor Pro Tem Donovan gave outgoing remarks.

DECLARING OF ELECTION RESULTS

6. CONSIDERATION OF ADOPTION OF A RESOLUTION OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RECITING THE FACT OF THE CITY OF SOUTH PASADENA GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

Recommendation
It is recommended that the City Council adopt a Resolution reciting the fact of the General Municipal Election (Election) held in the City of South Pasadena on November 5, 2024, declaring the results, and other matters as provided by law.

Mark Perez, Deputy City Clerk gave a presentation on the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Braun and seconded by Councilmember Cacciotti to approve Item No. 6, as presented. The motion carried 4-0-1, by the following vote:

AYES: Braun, Cacciotti, Donovan, Primuth
NOES: None.
ABSENT: Mayor Zneimer
ABSTAINED: None.

Resolution No. 7883 was adopted.

The Council did not adopt the ordinance- it was adopted by the voters as a matter of law. So I deleted this sentence because it makes it seem that the council adopted it.

PRESENTATION

7. ADMINISTRATION OF OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION TO OMARI FERGUSON, ELECTED AS CITY COUNCILMEMBER, COUNCIL DISTRICT 1

Katrina Perez administered the oath of office to incoming Councilmember Ferguson.

Councilmember Ferguson gave incoming remarks.

8. ADMINISTRATION OF OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION TO SHEILA ROSSI, ELECTED AS CITY COUNCILMEMBER, COUNCIL DISTRICT 2

California State Senator Sasha Renée Pérez administered the oath of office to incoming Councilmember Rossi.

Councilmember Rossi gave incoming remarks.

9. ADMINISTRATION OF OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION TO JON PRIMUTH, ELECTED AS CITY COUNCILMEMBER, COUNCIL DISTRICT 3

Deputy City Clerk Mark Perez administered the oath of office to incoming Councilmember Primuth.

Councilmember Primuth gave incoming remarks.

10. ELECTION OF MAYOR AND MAYOR PRO TEM FOR THE 2025 TERM

Deputy City Clerk Mark Perez read the nomination procedures for the election of Mayor.

COUNCIL MOTION AND ACTION

Councilmember Primuth nominated Councilmember Janet Braun for Mayor. The nomination carried 3-0, by the following vote:

AYES: Cacciotti, Primuth, Rossi

Janet Braun was selected as Mayor for the 2025 term.

Mayor Braun led the remainder of the City Council Meeting.

Councilmember Ferguson nominated Councilmember Sheila Rossi for Mayor Pro Tem. The nomination carried 3-0, by the following vote:

AYES: Ferguson, Rossi, Mayor Braun

Sheila Rossi was selected as Mayor Pro Tem for the 2025 term.

11. ADMINISTRATION OF OATH OF OFFICE TO MAYOR

Deputy City Clerk Mark Perez administered the oath of office to incoming Mayor Braun.

Mayor Braun gave her incoming remarks.

12. ADMINISTRATION OF OATH OF OFFICE TO MAYOR PRO TEM

Stephen Rossi administered the oath of office to incoming Mayor Pro Tem Rossi.

Mayor Pro Tem Rossi gave her incoming remarks.

CITY COUNCIL REORGANIZATION

13. CITY COUNCIL REORGANIZATION ON DAIS

The City Council seats changed on the dais.

Health Break at 8:45 P.M.

Health Break ended at 9:15 P.M.

CHANGES TO AGENDA

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

None.

CONSENT CALENDAR

Item No. 21 was pulled for separate discussion via public comment. A motion was made by Councilmember Cacciotti and seconded by Councilmember Primuth to approve Item Nos. 15-20 of the consent calendar, as presented. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

15. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $229,496.12; GENERAL CITY WARRANTS IN THE AMOUNT OF $733,942.15; ONLINE PAYMENTS IN THE AMOUNT OF $18,313.37; VOIDS IN THE AMOUNT OF $63,054.82; PAYROLL IN THE AMOUNT OF $846,905.07

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

A motion was made to approve the recommendation on the Consent Calendar.

16. CONSIDERATION OF APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR DECEMBER 4, 2024

Recommendation
It is recommended that the City Council consider the approval of the minutes for the Regular City Council Meeting for December 4, 2024.

A motion was made to approve the recommendation on the Consent Calendar.

17. CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA APPROVING A SIDE LETTER OF AGREEMENT AMENDING SECTION 4 OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA FIREFIGHTERS' ASSOCIATION

Recommendation
It is recommended that the City Council consider:
1. Adopting the Resolution approving the side letter of Agreement between the City of South Pasadena and the South Pasadena Firefighters' Association and:
2. Authorizing the City Manager to execute the Letter of Agreement.

A motion was made to approve the recommendation on the Consent Calendar.

Resolution No. 7884 was adopted.

18. CONSIDERATION OF THE APPROPRIATION OF FUNDS IN THE AMOUNT OF $750 RECEIVED THROUGH SPONSORSHIPS FOR THE CITY SENIOR EVENTS OF DECEMBER 17, 2024 AND FEBRUARY 4, 2025

Recommendation
It is recommended that the City Council appropriate funds in the amount of $750 in the Senior Services Special Event Account and allocate funds in the Miscellaneous Revenue Account for the City Senior Services Holiday Event on December 17, 2024 and Senior Services Lunar New Year Event on February 4, 2025.

A motion was made to approve the recommendation on the Consent Calendar.

19. CONSIDERATION OF THE SOLE SOURCE PURCHASE AND REPLACEMENT OF CARBON MEDIA FROM CALGON CARBON CORPORATION FOR THE WILSON AND GRAVES WELLHEAD TREATMENT SYSTEMS FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $850,000

Recommendation

It is recommended that the City Council consider approval of the sole source purchase and replacement of carbon media from Calgon Carbon Corporation for a total not-to-exceed amount of $850,000 for the Wilson and Graves Water Reservoirs Wellhead Treatment Systems, which includes material, freight and field services, and any analysis, and acceptance testing required by a landfill related to disposal; and authorize the City Manager to take all actions to effectuate the purchase and replacement.

A motion was made to approve the recommendation on the Consent Calendar.

20. CONSIDERATION OF ADOPTION OF A RESOLUTION GRANTING A NONEXCLUSIVE FRANCHISE AND APPROVING A NONEXCLUSIVE FRANCHISE AGREEMENT FOR TOWING SERVICES WITH HENRY'S TOWING COMPANY AND NAVARRO'S TOWING COMPANY FOR A ONE-YEAR PERIOD

Recommendation

It is recommended that the City Council adopt the Resolution granting a nonexclusive franchise and approving a nonexclusive franchise agreement for police generated towing services to Henry's Towing and Navarro's Towing for a one-year period with an option to extend for one additional year.

A motion was made to approve the recommendation on the Consent Calendar.

Resolution No. 7885 was adopted.

21. CONSIDERATION OF APPROVAL OF A LEASE AGREEMENT BETWEEN THE CITY OF THE SOUTH PASADENA PRESERVATION FOUNDATION, INC. (FOUNDATION) FOR THE BUILDING LOCATED AT 913 MERIDIAN AVENUE FOR THE OPERATION OF THE SOUTH PASADENA HISTORICAL MUSEUM AND APPROVE AS TO FORM AND CONTENT THE LICENSE AGREEMENT BETWEEN THE FOUNDATION AND THE SOUTH PASADENA CHAMBER OF COMMERCE FOR USE OF A PORTION OF THE BUILDING TO CONDUCT CERTAIN TASKS RELATED TO THE SOUTH PASADENA FARMERS' MARKET

Recommendation

It is recommended that the City Council approve the lease agreement with the South Pasadena Preservation Foundation, Inc. for the building located at 913 Meridian for the operation of the South Pasadena Historical Museum (Museum) and approve as to form and content the license agreement between the South Pasadena

Preservation Foundation, Inc. and the South Pasadena Chamber of Commerce for use of a portion of the building to conduct certain tasks related to the South Pasadena Farmers' Market.

Zoom Public Comment

Jennifer Trotoux spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Ferguson to approve Item No. 21, as modified by the additional documents. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

PUBLIC HEARING

22. PUBLIC HEARING ON THE PROPOSED SOLID WASTE RATES AND ADOPTION OF A RESOLUTION APPROVING NEW SOLID WASTE RATES FOR THE COLLECTION, TRANSFER, TRANSPORTATION, RECYCLING, PROCESSING, AND DISPOSAL OF SOLID WASTE, INCLUDING ORGANIC WASTE, COMMENCING JANUARY 1, 2025, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Recommendation
It is recommended that the City Council conduct a public hearing on the proposed solid waste rates and determine whether there is a majority protest against the proposed rate increases and if no majority protest exists, adopt a resolution establishing new solid waste rates effective January 1, 2025. If a majority protest exists, the City Council should discuss and direct staff on how to proceed with the next steps.

Ted Gerber, Public Works Director and Arpy Kasparian, Environmental Services and Sustainability Manager gave a presentation and responded to questions from the City Council.

The Mayor opened the Public Hearing at 9:35 P.M.

In Person Public Comment:

Karie Reynolds, Michael Fazioli, Bill Kelly, and Harry Knapp spoke regarding the item.

Zoom Public Comment:

Phil Tan spoke regarding the item.

The Mayor closed the Public Hearing at 10:29 P.M.

Mark Perez, Deputy City Clerk announced that the city received 10 written protests against the item. However, he did note that the city did receive 24 written public comments against the item. The number of written protests did not constitute a majority protest.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Primuth and seconded by Councilmember Braun approve Item No. 22, as presented. The motion failed 2-1-0-2, by the following vote:

AYES: Primuth, Mayor Braun
NOES: Cacciotti
ABSENT: None.
ABSTAINED: Ferguson, Rossi

The motion failed because four affirmative votes are required.

A motion was made by Councilmember Braun and seconded by Councilmember Primuth to approve Item No. 22, as presented. The motion carried 4-1, by the following vote:

AYES: Ferguson, Primuth, Rossi, Mayor Braun
NOES: Cacciotti
ABSENT: None.
ABSTAINED: None.

Resolution No. 7886 was adopted.

ACTION/DISCUSSION

23. CONSIDERATION OF AN AWARD OF A CONSTRUCTION CONTRACT WITH CT&T CONCRETE PAVING, INC. IN AN AMOUNT NOT TO EXCEED $525,000 FOR THE SIDEWALK REPLACEMENT & ADA RAMPS PROJECT; APPROPRIATE $50,822 OF ADDITIONAL CDBG FUNDS TO MAXIMIZE UTILIZATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT; APPROPRIATE $45,000 FROM MEASURE M FOR THE CITY'S LEVERAGED MATCH; AND APPROVE THE PLANS AND SPECIFICATIONS FOR THE PROJECT

Recommendation

It is recommended that the City Council consider:

1. Approving the plans and specifications for the Sidewalk Replacement & American Disability Act (ADA) Ramps Project (Project); and
2. Adjusting the Project budget as necessary to maximize the use of $564,663 in available Community Development Block Grant (CDBG) funds, including appropriation of $50,822 of additional CDBG funds to the Fiscal Year (FY) 2024-2025 Council adopted Capital Improvement Program (CIP) Project budget of $513,841; and
3. Approving the appropriation of $45,000 from Los Angeles County Metro Measure M Local Return Fund 236 to CIP Project Account No. 400-9000-9008-9264-000, as the City's leveraged (matching) funds;
4. Awarding a construction contract to CT&T Concrete Paving, Inc. for construction services for sidewalk and ramp improvements in an amount not to exceed $525,000.00, including the proposed bid amount of $312,065.50 and a contingency of $212,934.50; and
5. Reject all other bids received; and
6. Authorize the City Manager to execute the contract.

Ted Gerber, Public Works Director, gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Ferguson to approve Item No. 23, as presented. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

24. CONSIDERATION OF APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH THE ARROYO GROUP FOR SERVICES RELATED TO A HOUSING ELEMENT REVISION AND IMPLEMENTATION OF HOUSING ELEMENT PROGRAMS

Recommendation

Staff recommends that the City Council consider approval of a Professional Services Agreement with the Arroyo Group for services related to a Housing Element Revision and housing program implementation tasks associated with the passage of Measure SP, for a term of one year with the option to extend the contract for one (1) additional year, for a total maximum contract term of two years at a not-to-exceed amount of $139,370.

Alison Becker, Acting Community Development Director, gave a presentation and responded to questions from the City Council.

Zoom Public Comment:

Josh Albrektson spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Primuth and seconded by Councilmember Cacciotti to approve Item No. 24, as presented. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

25. CONSIDERATION OF A RESOLUTION OF INTENTION TO AMEND THE ZONING ORDINANCE TO DISSOLVE THE DESIGN REVIEW BOARD AND REDIRECT AUTHORITY FOR DESIGN REVIEW AS APPROPRIATE; AND FURTHER DISCUSSION TO PROVIDE DIRECTION ON RECONFIGURING THE MOBILITY AND TRANSPORTATION INFRASTRUCTURE, PUBLIC WORKS, AND NATURAL RESOURCES AND ENVIRONMENTAL COMMISSIONS

Recommendation

It is recommended that the City Council:

1. Consider the analysis provided pursuant to Council's June 18, 2024, request to staff to explore amending the South Pasadena Zoning Code to dissolve the Design Review Board and redirect authority for the design review process as appropriate; and

2. Adopt the draft Resolution of Intention to amend the Zoning Code to dissolve the DRB and redistribute design review authority; and
3. Direct Public Works staff to prepare an amendment to the South Pasadena Municipal Code (SPMC) to consolidate the Mobility and Transportation Infrastructure Commission (MTIC) and Public Works Commission (PWC) into one commission; pursuant to Council's June 18, 2024, discussion and to maintain the Natural Resources and Environmental Commission (NREC), reducing its size to five members and reducing its meeting frequency to every other month.

Ted Gerber, Public Works Director, and Elizabeth Bar-El, Interim Deputy Community Development Director gave a presentation and responded to questions from the City Council.

In Person Public Comment:

Kim Hughes and Clarice Knapp spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Primuth and seconded by Councilmember Cacciotti to approve Item No. 25 with the proviso that the combined Mobility and Transportation Infrastructure Commission and Public Works Commission would have 7 seats. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

INFORMATIONAL REPORTS

26. DISCUSSION AND INPUT REGARDING MEASURE SP IMPLEMENTATION PROCESS AND SCHEDULE

Recommendation
It is recommended that the City Council receive the staff presentation and provide feedback as needed.

Alison Becker, Acting Community Development Director gave a presentation and responded to questions from the City Council.

PUBLIC COMMENT – CONTINUED

27. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

28. COUNCILMEMBERS COMMUNICATIONS

Councilmember Ferguson thanked the public who stayed for the full duration of the City Council meeting.

Mayor Pro Tem Rossi motioned to direct staff to agendize a discussion on the Mayor selection process. Councilmember Cacciotti Seconded.

Councilmember Cacciotti spoke regarding his experience with the tree removal process, his attendance at the Swearing in ceremony for Charles Treviño to the Upper San Gabriel Valley Municipal Water District Board of Directors, and his attendance at the swearing in of Los Angeles City Councilmember Nithya Raman.

Mayor Braun motioned to direct staff to agendize potential amendments to the City's Tree Ordinance on an agenda in February. Mayor Pro Tem Rossi Seconded.

Mayor Braun motioned to direct staff to agendize a discussion on the City Council Goals and how to the relate to the budget goals and the City's master schedule at the next City Council meeting. Councilmember Ferguson Seconded.

29. CITY MANAGER COMMUNICATIONS

None.

ADJOURNMENT

There being no further matters, Mayor Braun adjourned the meeting at 12:25 P.M. to the next Regular City Council meeting scheduled on Wednesday, January 15, 2025.

Respectfully submitted:

_____

Mark Perez
Deputy City Clerk

APPROVED

_____
Janet Braun
Mayor

Attest:

_____
Mark Perez
Deputy City Clerk

CITY OF SOUTH PASADENA
CITY COUNCIL - REGULAR MEETING

M I N U T E S
WEDNESDAY, FEBRUARY 19, 2025, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Braun on Wednesday, February 19, 2025, at 7:00 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT	Mayor	Janet Braun
	Mayor Pro Tem	Sheila Rossi
	Councilmember	Michael A. Cacciotti
	Councilmember	Jon Primuth
ABSENT	Councilmember	Omari Ferguson

Mark Perez, Deputy City Clerk announced a quorum.

CITY STAFF PRESENT:

Sean Joyce, Interim City Manager; Roxanne Diaz, City Attorney; Mark Perez, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Cacciotti.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

None.

PUBLIC COMMENT

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

In Person Public Comments

Yvonne LaRose spoke regarding “Black History Month”.

Colin Campbell spoke regarding DOGE.

Theodore Law expressed his gratitude to the South Pasadena Fire Department.

Rose Xia spoke regarding the festival of balloons and the air pollution produced from fireworks.

Jessica Zhu spoke regarding fireworks and drone shows.

Lian Tu-Varma spoke regarding the festival of balloons and a drone show.

Amelia Perry spoke regarding drone shows.

Zoom Public Comments

Krista Noonan spoke regarding wildfire mitigation and risk.

CHANGES TO THE AGENDA

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

None.

CONSENT CALENDAR

Item No. 4 was pulled for separate discussion via Public Comment. A motion was made by Councilmember Cacciotti and seconded by Councilmember Primuth to approve Item Nos. 5-8 of the consent calendar, as presented. The motion carried 4-0-1, by the following vote:

AYES: Cacciotti, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: Ferguson
ABSTAINED: None.

4. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $74,371.17; GENERAL CITY WARRANTS IN THE AMOUNT OF $547,204.65; ONLINE PAYMENTS IN THE AMOUNT OF $44,533.55; VOIDS IN THE AMOUNT OF ($23.18); PAYROLL IN THE AMOUNT OF $857,934.03

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

In Person Public Comments:

Josh Betta spoke regarding the item.

COUNCIL MOTION AND ACTION

This item was pulled for separate discussion via Public Comment. A motion was made by Councilmember Cacciotti and seconded by Councilmember Primuth to approve Item No. 4, as presented. The motion carried 4-0-1, by the following vote:

AYES: Cacciotti, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: Ferguson
ABSTAINED: None.

5. SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING ARTICLE III (CITY MANAGER) OF CHAPTER 2 (ADMINISTRATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO DELETE OBSOLETE PROVISIONS RELATED TO THE CITY MANAGER POSITION AND MAKE AMENDMENTS THERETO

Recommendation
Staff recommends that the City Council adopt the ordinance amending Article III (City Manager) of Chapter 2 (Administration) of the South Pasadena Municipal Code to delete obsolete provisions related to the City Manager position and make amendments thereto.

A motion was made to approve the recommendation on the Consent Calendar.

Ordinance No. 2392 was adopted.

6. CONSIDERATION OF A RESOLUTION DESIGNATING CERTAIN CITY OFFICIALS TO BE AUTHORIZED AGENTS TO EXECUTE APPLICATIONS AND DOCUMENTS ON BEHALF OF THE CITY FOR OBTAINING CERTAIN FEDERAL AND STATE DISASTER FINANCIAL ASSISTANCE

Recommendation
It is recommended that the City Council adopt the resolution designating certain city officials to be the authorized agents to execute applications and documents on behalf of the City for obtaining certain Federal and State disaster financial assistance.

A motion was made to approve the recommendation on the Consent Calendar.

Resolution No. 7894 was adopted.

7. CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DECLARING ITS INTENTION TO INITIATE AMENDMENTS TO SOUTH PASADENA MUNICIPAL CODE CHAPTER 36 (ZONING) TO CREATE A NEW CAMINO DEL CIELO OVERLAY ZONING DISTRICT AND A RELATED ZONING MAP AMENDMENT

Recommendation
Staff recommends that the City Council adopt the Resolution declaring its intention to initiate amendments to South Pasadena Municipal Code Chapter 36 (Zoning) to create a new Camino Del Cielo Overlay Zoning District and a related zoning map amendment.

A motion was made to approve the recommendation on the Consent Calendar.

Resolution No. 7895 was adopted.

8. SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 2 OF THE SOUTH PASADENA MUNICIPAL CODE TO CONSOLIDATE THE MOBILITY AND TRANSPORTATION INFRASTRUCTURE COMMISSION AND PUBLIC WORKS COMMISSION INTO THE NEWLY FORMED PUBLIC WORKS INFRASTRUCTURE COMMISSION

Recommendation
It is recommended that the City Council consider adoption of an ordinance consolidating the Mobility and Transportation Infrastructure Commission and Public Works Commission into one commission, the new Public Works Infrastructure Commission.

A motion was made to approve the recommendation on the Consent Calendar.

Ordinance No. 2393 was adopted.

PUBLIC HEARING

9. PUBLIC HEARING TO RECEIVE OBJECTIONS OR PROTESTS TO THE VEGETATION MANAGEMENT PROGRAM REGARDING THE ABATEMENT OF WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY AND AUTHORIZING BY MINUTE ORDER THE ABATEMENT OF HAZARDOUS VEGETATION

Recommendation

It is recommended that the City Council, after holding a Public Hearing and receiving public testimony and hearing any objections or protests to the procedures for abating brush and native vegetation fire hazards identified in Resolution No. 7891, adopt by motion an order directing the abatement of hazardous vegetation.

The Mayor opened the Public Hearing at 7:26 P.M.

The Mayor closed the Public Hearing at 7:27 P.M.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Mayor Pro Tem Rossi approve Item No. 9, as presented. The motion carried 4-0-1, by the following vote:

AYES: Cacciotti, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: Ferguson
ABSTAINED: None.

ACTION/DISCUSSION

10. CONSIDER AND DISCUSS RENT STABILIZATION STUDY AND PROVIDE DIRECTION TO STAFF REGARDING THE SAME

Recommendation

It is recommended that the City Council discuss the South Pasadena Rent Stabilization Study completed by HR&A Advisors, Inc., and provide direction to staff on rent stabilization policy development.

Eduardo Lizarraga, Senior Management Analyst, gave a presentation and responded

to questions from the City Council.

In Person Public Comments
Adry Hezekiah, Jesus Rojas, Josh Albrektson, Casey Dukes, Michael Thurman, Frank LaRussa, Rachel Faught, Lula Cummings, Kathy LaRussa, Peter Kutzer, and Deborah Lutz spoke regarding the item.

Zoom Public Comments
Steven Lawrence, Alexander Aquino, and Krista Noonan spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Mayor Braun and seconded by Councilmember Primuth to not adopt a rent stabilization ordinance and direct staff to look at ways to protect tenants (education, existing laws) and look at preservation of naturally occurring affordable housing. The motion carried 3-1-1, by the following vote:

AYES: Primuth, Rossi, Mayor Braun
NOES: Cacciotti
ABSENT: Ferguson
ABSTAINED: None.

11. 2025 CITY COUNCIL PRIORITIES

Recommendation
It is recommended that the City Council discuss and adopt the proposed 2025 City Council priorities, as submitted by respective Councilmembers and compiled by Mayor Braun.

Mayor Braun gave a presentation and responded to questions from the City Council.

In Person Public Comment

Josh Betta spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Mayor Braun to approve Item No. 11, as amended. The amended priorities include sections on emergency/disaster preparedness and continued efforts on electrification and alternative energy. The motion carried 4-0-1, by the following vote:

AYES:	Cacciotti, Primuth, Rossi, Mayor Braun
NOES:	None.
ABSENT:	Ferguson
ABSTAINED:	None.

12. CONSIDERATION OF ADOPTION OF A RESOLUTION APPOINTING L. TODD HILEMAN AS CITY MANAGER AND APPROVING AN EMPLOYMENT AGREEMENT; AND ADOPTION OF A RESOLUTION AMENDING THE SALARY SCHEDULE FOR THE POSITION OF CITY MANAGER

Recommendation

The City Attorney recommends that the City Council adopt the Resolution appointing L. Todd Hileman as City Manager and approving an employment agreement between Mr. Hileman and the City; and adopt the Resolution amending the salary schedule for the position of City Manager.

Roxanne Diaz, City Attorney, gave a presentation and responded to questions from the City Council.

In Person Public Comment

Josh Betta and Yvonne LaRose spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Mayor Braun and seconded by Councilmember Cacciotti to approve Item No. 12, as presented. The motion carried 4-0-1, by the following vote:

AYES:	Cacciotti, Primuth, Rossi, Mayor Braun
NOES:	None.
ABSENT:	Ferguson
ABSTAINED:	None.

Resolution Nos. 7896 and 7897 were adopted.

PUBLIC COMMENT – CONTINUED

13. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

14. COUNCILMEMBERS COMMUNICATIONS

Mayor Pro Tem Rossi suggested a discussion be brought back to the City Council on whether to have a drone show or fireworks show this year.

Councilmember Cacciotti spoke regarding his attendance at the recent Metro Foothill Construction Authority meeting and provided an update on the Gold (A) Line.

15. CITY MANAGER COMMUNICATIONS

None.

ADJOURNMENT

There being no further matters, Mayor Braun adjourned the meeting at 10:11 P.M. to Wednesday, March 5, 2025 at 7:00 P.M. in the City Council Chambers.

Respectfully submitted:

_____
Mark Perez
Deputy City Clerk

APPROVED

_____
Janet Braun
Mayor

Attest:

_____
Mark Perez
Deputy City Clerk

CITY OF SOUTH PASADENA
CITY COUNCIL - REGULAR MEETING

M I N U T E S
WEDNESDAY, MARCH 5, 2025, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Braun on Wednesday, March 5, 2025, at 7:00 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT	Mayor	Janet Braun
	Mayor Pro Tem	Sheila Rossi
	Councilmember	Michael A. Cacciotti
	Councilmember	Jon Primuth
	Councilmember	Omari Ferguson

ABSENT

Mark Perez, Deputy City Clerk announced a quorum.

CITY STAFF PRESENT:

Sean Joyce, Interim City Manager; Roxanne Diaz, City Attorney; Mark Perez, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Pro Tem Rossi.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

None.

PUBLIC COMMENT

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

In Person Public Comments:

Chandler Weber spoke regarding low interest loans.

Alexis Bilitch spoke regarding illegal dumping and street lighting on Sterling Place.

Josh Betta spoke regarding short- and long-term Financial Planning.

Colin Campbell spoke regarding Doge.

Zoom Public Comments:

Alexander Aquino spoke regarding tenant protections.

Andre spoke regarding the South Pasadena Skate Park.

Patrick spoke regarding the South Pasadena Skate Park.

PRESENTATIONS

3. A PROCLAMATION DECLARING MARCH 7, 2025 AS ARBOR DAY IN THE CITY OF SOUTH PASADENA

Management Analyst Danielle Garcia read and accepted a proclamation declaring March 7, 2025 as Arbor Day in the City of South Pasadena.

RECOGNITIONS/INTRODUCTIONS

4. STAFF INTRODUCTIONS

Community Development:
Devan Wells, Assistant Planner

Alison Becker, Acting Community Development Director introduced the new employees.

CHANGES TO THE AGENDA

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

None.

CONSENT CALENDAR

Item No. 6 was pulled for separate discussion by Councilmember Cacciotti A motion was made by Councilmember Cacciotti and seconded by Councilmember Primuth to approve Item Nos. 7-9 of the consent calendar as presented. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

6. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $44,090.07; GENERAL CITY WARRANTS IN THE AMOUNT OF $420,347.29; ONLINE PAYMENTS IN THE AMOUNT OF $100,661.17; VOIDS IN THE AMOUNT OF ($0); PAYROLL IN THE AMOUNT OF $824,485.84

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

COUNCIL MOTION AND ACTION

This item was pulled for separate discussion by Councilmember Cacciotti. A motion was made by Councilmember Cacciotti and seconded by Mayor Braun to approve Item No. 6, as presented. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

7. CONSIDERATION OF THE APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR JANUARY 15, 2025 AND SPECIAL CITY COUNCIL MEETING MINUTES FOR JANUARY 15, 2025

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular City Council Meeting for January 15, 2025 and Special City Council Meeting minutes for January 15, 2025.

A motion was made to approve the recommendation on the Consent Calendar.

8. CONSIDER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GENERAL PUMP COMPANY FOR THE REPAIR OF WILSON PUMP NO. 3 IN AN AMOUNT NOT TO EXCEED $150,000 AND APPROPRIATE AN ADDITIONAL $50,000 FROM THE WATER ENTERPRISE FUND INTO THE WATER PRODUCTION EQUIPMENT MAINTENANCE EXPENDITURE ACCOUNT

Recommendation

It is recommended that the City Council:

1. Appropriate $50,000 from the Water Enterprise Fund into the Water Production Equipment Maintenance Expenditure Account No. 500-6010-6711-8110-000 for the Repair of Wilson Pump No. 3; and
2. Authorize the City Manager to execute any documents related to replacement and repair work for Wilson Pump No. 3.

A motion was made to approve the recommendation on the Consent Calendar.

9. CONSIDERATION OF THE ADOPTION OF A RESOLUTION PROCLAIMING THE TERMINATION OF A LOCAL EMERGENCY

Recommendation

It is recommended that the City Council Adopt the Resolution proclaiming the termination of a local emergency in relation to the extreme windstorms and wildfires of January 2025.

A motion was made to approve the recommendation on the Consent Calendar.

Resolution No. 7898 was adopted.

ACTION/DISCUSSION

10. CONSIDERATION OF ADOPTION OF A RESOLUTION APPROVING THE CITY OF SOUTH PASADENA LOCAL HAZARD MITIGATION PLAN AS APPROVED BY THE CALIFORNIA OFFICE OF EMERGENCY SERVICES AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY

Recommendation

It is recommended that the City Council adopt a resolution approving the City of South Pasadena's updated Local Hazard Mitigation Plan, as approved by the Federal Emergency Management Agency.

Andy Dubois, Sergeant, gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Primuth to approve Item No. 10, as presented. The motion carried 5-0, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES: None.
ABSENT: None.
ABSTAINED: None.

Resolution No. 7899 was adopted.

11. CONSIDER APPROVAL OF A TASK ORDER WITH KOA CORPORATION IN THE AMOUNT OF $443,329 FOR CIVIL DESIGN ENGINEERING AND TRAFFIC/TRANSPORTATION ENGINEERING SERVICES RELATED TO THE INDIANA AVENUE AND PASADENA AVENUE STREET, WATER, & SEWER IMPROVEMENT PROJECT; CREATION OF THE PROJECT IN THE CAPITAL IMPROVEMENT PROGRAM; AND APPROPRIATION OF $450,000 INTO THE PROJECT BUDGET TO FUND DESIGN WORK UNDER THIS TASK ORDER

Recommendation

It is recommended that the City Council:

1. Approve the proposed Task Order under a Master On-Call Professional Services Agreement with KOA Corporation, in the final form approved by the City Attorney, to provide civil design engineering services and traffic/transportation engineering services related to the Indiana Avenue and Pasadena Avenue Street, Water, & Sewer Improvement Project in the amount of $443,329;
2. Create a new Indiana Avenue and Pasadena Avenue Street, Water, & Sewer Improvement Project in the Capital Improvement Program (CIP); and
3. Appropriate $450,000 into the Indiana Avenue and Pasadena Avenue Street Improvement Project budget, including $100,000 from Measure M Fund 236 for street improvement related work, $100,000 from the Measure R Fund 233 for street improvement related work, $200,000 from the Water Enterprise Fund for water improvement related work, and $50,000 from the Sewer Enterprise Fund for sewer improvement related work.

Ted Gerber, Public Works Director, gave a presentation and responded to questions from the City Council.

In Person Public Comment

Josh Betta spoke regarding the item.

Zoom Public Comment

Steven Lawrence spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Primuth and seconded by Councilmember Cacciotti to approve Item No. 11, as presented. The motion carried 5-0, by the following vote:

AYES:	Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun
NOES:	None.
ABSENT:	None.
ABSTAINED:	None.

PUBLIC COMMENT – CONTINUED

12. CONTINUED PUBLIC COMMENT - GENERAL

In Person Public Comment

John Clark spoke regarding dry brush on the hillside near his home.

COMMUNICATIONS

13. COUNCILMEMBERS COMMUNICATIONS

Councilmember Cacciotti spoke regarding his attendance at the Natural Resources and Environmental Commission meeting.

Mayor Pro Tem Rossi spoke regarding implementing plans listed on the City Council Priorities, both in the short term and long term.

Councilmember Ferguson spoke regarding the rotary and their work. He mentioned SPEF and their summer sign-ups.

Mayor Braun spoke regarding the cancelled Joint City Council meeting with the Planning Commission that was scheduled for this evening.

14. CITY MANAGER COMMUNICATIONS

Interim City Manager Joyce highlighted the upcoming meetings regarding the implementation of Measure SP. There will be an open house on March 18, 2025, at 6:00pm in the Library Community Meeting at 1115 El Centro Street, South Pasadena 91030. There will also be a Joint Special Council meeting with the Planning Commission on March 26, 2025, at 6:00pm in the City Council Chambers.

ADJOURNMENT

There being no further matters, Mayor Braun adjourned the meeting at 8:30 P.M. to Wednesday, March 19, 2025 at 7:00 P.M. in the City Council Chambers.

Respectfully submitted:

_____
Mark Perez
Deputy City Clerk

APPROVED

_____
Janet Braun
Mayor

Attest:

_____
Mark Perez
Deputy City Clerk

City Council Agenda Report

ITEM NO. 8

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

SUBJECT: **CONSIDER APPROVAL OF A TASK ORDER WITH PACIFICA SERVICES, INC. IN THE AMOUNT OF $112,260 FOR ELECTRICAL AND ENERGY DESIGN ENGINEERING SERVICES RELATED TO THE INSTALLATION OF A LEVEL 3 ELECTRIC VEHICLE CHARGER IN THE SOUTH PASADENA POLICE DEPARTMENT PARKING LOT**

Recommendation

It is recommended that the City Council approve the proposed Task Order under a Master On-Call Professional Services Agreement with Pacifica Services, in the final form approved by the City Attorney, to provide electrical and energy design services related to the City Hall / Civic Center Electric Vehicle (EV) Charging System Project and the design of a Level 3 EV charger installation, in the amount of $112,260.

Executive Summary

The City's 2024-2025 Capital Improvement Program (CIP) includes the installation of a Level 3 EV charger to support the Police Department EV fleet. This item proposes the approval of a task order with Pacifica Services for electrical and energy design services to prepare plans, specifications, and estimates and complete the design phase of this project.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including electrification improvements. In 2024, the City deployed new Police Department EVs as part of an electrification project at the City Hall/Civic Center complex. In addition to sixteen Level 2 EV chargers installed in the Police Department parking lot, a dual-port Level 3 EV charger was also planned in an adjacent location within the lot. Design engineering services are needed to implement this project.

Analysis

On July 27, 2022, the City Council authorized the approval of multiple Master Service Agreements with professional services consultants for Public Works related on-call assignments. Pacifica Services is one of the consultants approved by the City Council, having submitted a proposal to provide electrical and energy design services. among other services. Pacifica Services is well qualified to complete the scope of work required and has previous experience working with the City. Pacifica Services' scope of work, under this Task Order (Attachment 1) and Master On-Call Professional Services Agreement (Attachment 2), includes providing project management, Level 3 electric vehicle charger system designs and plans ,

specifications, cost estimates, construction support, and record drawings at the completion of the project. Pacifica Services' design scope of work is expected to be completed within about four months. The complete scope of work is considered complete at the end of project construction.

The Master Service Agreements for each on-call consultant includes 'Task Order' exhibits that are executed based on the specific scope for each specific task or project. To ensure that use of these on-call professional services follow City Council's adopted procurement policy, Task Orders above the City Manager's spending authority, such as this item's proposed work, are brought to City Council for consideration and approval.

Fiscal Impact
This Project is included in the Adopted FY 2024-2025 Capital Improvement Program budget. After pending expenditures are deducted, the Project budget balance in Account No. 400-9000-9009-9188-000 will have $224,137.10 remaining. Of this balance, $100,000 has already been sourced and transferred from the Mobile Source Reduction Committee (MSRC) Fund 238 as a result of a South Coast Air Quality Management District (SCAQMD) grant awarded to the City for the police electrification project. The remainder $124,137.10 has been sourced and transferred from the General Fund 101 as a match to the MSRC funding. Therefore, adequate funding for the $112,260 cost of this task order is available in the Project budget.

Key Performance Indicators and Strategic Plan
This item is related to electrification goals in the City Council's 2025 compilation of priorities (priority 2 (k)).

Commission Review and Recommendation
The City Hall/Civic Center Electric Vehicle (EV) Charging System Project has been discussed at multiple meetings of the Natural Resources & Environmental Commission and the former Public Works Commission throughout the development of the Project.

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
Installation of an electric vehicle charger where vehicles are already parked, and in the case of Public Safety vehicles, already fueled, does not expand current use. The design and purchase of this electric vehicle charger is exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Attachment:
Attachment No. 1 - Task Order
Attachment No. 2 - Master On-Call Professional Services Agreement with Pacifica Services

TASK ORDER NO. ERNMCACO-002

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-141)

This Task Order No. **ERNMCACO-002** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and Pacifica Services, Inc. ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **June 12, 2023** by which the Consultant agreed to perform **Sustainability, Electrical, Solar, and Energy Design and Assessment Services, Construction Management Services, and Inspection Services** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

South Pasadena City Hall Level 3 Electric Vehicle Supply Equipment (EVSE) Design, PS&E, and Procurement, Construction, and Commissioning Support

Develop design plans and prepare plans, specifications, and estimates for the installation of a Level 3 Direct Current Fast Charger in the South Pasadena Police Department parking lot to support the electrification of the fleet and complement the recent and completed installation of adjacent Level 2 chargers by Southern California Edison. Assist the City in the procurement of the EVSE device, completing plans, specifications, and estimates (PS&E), conducting the construction bidding process, providing engineering support services during the construction and commissioning/closeout phases, and providing including inspection, permitting, and construction management services.

Task 1 – Task Management & Administration:

The consultant shall oversee the initial stages of the project and gain familiarity with project needs, budget, and timing. Key responsibilities include understanding project requirements, coordinating with Southern California Edison, coordinating with various teams (design, construction, and City staff) to define the scope and program, ensuring compliance with regulations, managing project finances, and providing regular updates. Consultant shall provide monthly status reports and attend weekly project meetings. Consultant shall assist with filing CEQA documents (as required) and obtain other necessary documents with appropriate agencies as needed. Consultant shall develop proper scope of work, schedules, and budgets to manage other vendors or consultants.

Task 2 – Design Management Services:

Task 2.a – On-Site Design Field Survey for Existing Conditions: Conduct field survey to obtain sufficient horizontal and vertical data on existing site conditions for civil design purposes. Obtain and review Title Report to determine and plot easements and other instruments in the survey/plans.

Task 2.b – Plans: Prepare one (1) set of plans for the proposed project, including title sheet, general notes, civil and electrical plan sheets, and construction details, in conformance with City requirements. The plans shall illustrate the design of proposed improvements and electric vehicle device(s). Electrical engineering drawings should include electrical plans, EVSE infrastructure design, and equipment schedules taking into account adjacent structures. The plans shall show the plan and elevation of improved areas.

Task 2.c - Plans, Specifications, & Estimates: In addition to the Plans, Consultant shall provide engineer's estimate with line items listed as they shall be shown in the bid advertisement. Provide project specifications, including technical requirements, utilizing the city's specifications template, signed, and stamped by the Engineer of Record.

Task 3 – Procurement Phase – Prepare Bid Docs, Solicitation, and Awarding:

Consultant shall assist in preparing and issuing bid documents and coordinate necessary permits for the project as needed. Consultant shall support the processing of submittals and reviewing and recommending contractors for construction. Consultant shall monitor expenditures to ensure compliance with the City's project budget. Consultant shall participate in pre-bid meeting(s) and assist in bidding preparations and award processes.

Task 4 – Construction Bidding Support, Construction Engineering Support Services, and Commissioning/Closeout Support:

Consultant shall support processing submittals, responding to Requests For Information (RFI) related to the design in accordance with required timelines, as well as fielding design-related questions during construction, finalize closeout warranty documents, and provide trainings and instruction on equipment.

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

Luis Diaz
Pacifica Services, Inc.
106 South Mentor Avenue, Suite 200
Pasadena, CA 91106
Telephone: 626-405-0131
Facsimile: 626-405-0059
Email: ldiaz@pacificaservices.com

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

Tasks 1, 2, & 3 listed in this task order shall be completed within three (3) months from the execution of this task order and upon receiving requested information from the City. Tasks 4 shall be completed in accordance with the construction schedule.

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this project is to be no more than **One hundred and twelve thousand, two-hundred and sixty dollars ($112,26),** based on the rates in the Fee Schedule set forth below. Payments shall be made on a percent-complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

	Table 1 of 1: Pacifica Services, Inc. Tasks and Assigned Personnel with Hourly Rates ($ / hr)					
Task	**Director $200.00**	**Project Manager $185.00**	**SME $175.00**	**PE $85**	**Design $175.00**	**Task Fee**
2	-	-	100 hr $17,500	-	257 hr $44,975	**$62,475**
3	64 hr $12,800__	80 hr $14,800__	-	-	-	**$27,600**
4	-	32 hr $5,920	8 hr $1,400	144 hr $12,240	15 hr $2,625	**$22,185**
Total	**$12,800**	**$20,720**	**$18,900**	**$12,240**	**$47,600**	**$112,260**

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they

have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

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

"City"	"Consultant"
City of South Pasadena	**Pacifica Services, Inc.**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed: L. Diaz
Title:_____	Title: VP Operations
Date:_____	Date: March 12, 2025

ATTEST:

By:_____
Mark Perez, Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

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MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena/ Pacifica Services, Inc.)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant:

- **Program, Project & Grant Management Services**
- **Sustainability, Electrical, Solar, and Energy Design and Assessment Services**
- **Construction Management Services**
- **Inspection Services**
- **Labor Compliance Services**

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

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

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

3. DEFINITIONS

3.1. "Scope of Services": Such professional services as are set forth in Exhibit A. Specific scope of work for specific project assignments shall be identified through executed Task Orders, which shall incorporate by reference the terms of this Master Agreement.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director.** The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement

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Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

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

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

3.5. "Commencement Date": **February 27, 2023**.

3.6. "Termination Date": **June 30, 2025**

4. TERM

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

5. IDENTIFICATION OF PROJECTS

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

6. CONSULTANT'S DUTIES

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

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

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

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

6.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

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

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

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

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

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6.10. **Unforeseeable Delay.** Contractor shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in the completion of a Task Order due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Contractor or its agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Contractor's control) shall not entitle Contractor to any additional compensation beyond the Maximum Amount. The sole recourse of Contractor shall be to seek an extension of time from the Agreement Administrator.

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

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

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

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

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7. SUBCONTRACTING

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

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

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

7.4. **Identification in Fee Schedule.** All 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.

7.5. **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.

8. COMPENSATION

8.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount stated in the specific Task Order issued for performance of work. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing in the Task Order. Task Orders over $25,000 shall not be effective unless approved by the City Council.

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8.2. **Retention.** City may retain up to 5% of each payment until project completion. Contractor may at its own expense substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor.

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

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

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

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

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

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

9. PREVAILING WAGES

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

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"maintenance" projects. Consultant shall defend, indemnify, and hold the City, tis elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

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

11.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

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

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

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12. INDEMNIFICATION

12.1. **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.

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

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

12.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

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

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

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

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

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

13. INSURANCE

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

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

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

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

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

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- EL Disease - Each Employee $1,000,000

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

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

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

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

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

13.7. P**rofessional Liability Insurance or Errors & Omissions Coverage.** If the Contractor is performing any surveying, engineering, architectural, or other design work for the project, Contractor shall provide proof of Professional Liability insurance in the amounts described above. The deductible or self-insured retention may not exceed $50,000, unless written approval is granted by the City for another amount. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

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

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

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

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

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

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

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

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

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

14. MUTUAL COOPERATION

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

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

15. NOTICES

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

If to City	If to Consultant
H. Ted Gerber City of South Pasadena 1414 Mission Street South Pasadena, CA 91030 Telephone: (626) 403-7240 Facsimile: (626) 403-7241	Luis Diaz Pacifica Services, Inc. 106 South Mentor Avenue, Suite 200 Pasadena, CA 91106 Telephone: 626-405-0131 Facsimile: 626-405-0059

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With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

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

17.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

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

18. INTERPRETATION OF AGREEMENT

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

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18.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

19. GENERAL PROVISIONS

19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making

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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.

19.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

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

19.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

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

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

19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

19.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

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19.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

19.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

19.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City"
City of South Pasadena

By: DocuSigned by: Armine Chaparyan B6F60358A0F24D7...
Signature

Printed: Armine Chaparyan

Title: City Manager

Date: 6/6/2023

"Consultant"
Pacifica Services, Inc.

By: _____
Signature

Printed: Jeffrey Camacho

Title: Chief Operating Officer

Date: 3/07/23

Attest:

By: DocuSigned by: Mark Perez BA951D463FA0445...
Desiree Jimenez, Deputy City Clerk

Date: 6/12/2023

Approved as to form:

By: DocuSigned by: Andrew L. Jared 0E98AF29902B451...
Andrew Jared, City Attorney

Date: 6/6/2023

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EXHIBIT A

"Scope of Services"

Consultant: **Pacifica Services, Inc.**

Sub-Consultants: AIX Group; CAL-Storm Compliance; Mariposa Consulting

Scope

Program, Project, & Grant Management Services

a. Assist City staff in scoping, developing, and scheduling capital projects.

b. Assist City staff in selecting design consultants using the City's quality based selection process.

c. Assist City in completing procurement requirements in accordance with City policies and procedures, as well as local, state, and federal regulations.

d. Manage the City's design consultants including but not limited to: providing coordination with Public Works staff, other City departments, agencies, utilities and community as required, monitoring budget and schedule, conducting community outreach as required, and serving as the City's project manager in all aspects of the design process.

e. Perform constructability reviews.

f. Coordinate the preparation of final plans specifications, cost estimate and bid package.

g. Attend City Council and Commission meetings.

h. Attend staff and community meetings.

i. Analyze City's needs and prepare short and long-term CIP recommendations.

j. Review and comment on planning programs and land development controls.

k. Recommend regulations and ordinances pertaining to engineering matters.

l. Provide advice and recommendations regarding public works activities.

m. Advise the City as to funding availabilities and, when directed, initiate and prepare funding applications.

n. Assist in the preparation of the City's operational budget and Capital Improvement Program (CIP) projects budget.

o. Provide engineering support services under the direction of the City's Director of Public Works/City Engineer.

p. Coordinate with other agencies, the public, and utility companies on engineering matters.

q. Provide grant administration coordination with the awarding agency, ensuring compliance with grant requirements, preparing final reports, and participating

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in audits, if required.

r. Provide benefit-cost ratio input data, calculations, spreadsheets, workbooks, outputs, and analyses of results to support local, state, and federal grant applications, including but not limited to funding sources from: Federal Emergency Management Agency (FEMA), U.S. Department of Transportation (DOT), Infrastructure for Rebuilding America (INFRA), CA Senate Bill 1 (SB1), Local Partnership Program (LPP), Trade Corridor Enhancement Program (TCEP), Active Transportation Program (ATP), Rebuilding American Infrastructure with Sustainability and Equity (RAISE), Highway Safety Improvement Program (HSIP), Bicycle Transportation Account (BTA), Community Development Block Grant (CDBG), Mobile Source Reduction Committee (MSRC), Los Angeles County Metropolitan Transportation Authority (LACMTA), Metropolitan Water District (MWD), and San Gabriel Valley Council of Governments (SGVCOG).

s. Provide grant writing and management support services, including, but not limited to: reviewing existing program materials, meeting with City staff, understanding City's goals, services, plans, and needs, researching and identify funding sources matching the needs of the City, developing funding strategies and prioritized solicitation schedules, reviewing grant application guidelines, managing grant application process, preparing financial and project performance reports to satisfy grant program requirements, and providing guidance and advice to staff on grant laws and requirements.

t. Author and submit grant applications, and provide other grant administration and management tasks as required by the City.

u. Review, prepare and monitor funding reimbursement requests for assigned agreements, and prepare close out reports and grant audit files as requested.

v. Provide consulting services and support associated with Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Procedures (LPPs).

w. Provide consulting and advisement services on state and federal prevailing wage regulations and requirements and regulations associated with Equal Employment Opportunity, Affirmative Action, Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Section 3 Programs.

x. Perform Disadvantage Business Enterprise (DBE) calculations and reporting.

Sustainability, Electrical, Solar, and Energy Design and Assessment Services

a. Provide consulting services in energy conservation measures.

b. Provide consulting services on heating ventilation & air conditioning (HVAC) system optimization, retrofit, upgrade or replacement.

c. Provide consulting services on interior and exterior lighting retrofit or

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replacement.

d. Provide consulting services on outside, street, and area lighting retrofit or replacement.

e. Provide consulting services on open standards wireless platform and applications to control, dim, monitor, and help maintain street lighting LED retrofit investments, and enable a platform for future City applications such as parking, automated meter reading, charging stations, traffic, etc.

f. Provide consulting services Building Automation System (BAS) installation, upgrade, or expansion leveraging existing technology.

g. Provide consulting services building envelope upgrades.

h. Provide consulting services infrastructure improvements that reduce energy and/or reduce operating costs.

i. Provide consulting services on project, design, installation, purchase, and construction financing sources and solutions.

j. Provide consulting services on electrical vehicle (EV) and EV charging solutions, including, but not limited to, use and site assessment, rebate and financial planning, owner agreements, EV purchase and use, EV supply equipment (EVSE) purchase and installation.

k. Provide consulting services on EV charging infrastructure design, equipment selection, installation, construction, operation, maintenance, network infrastructure, equipment applications, mobile applications, payment gateways, administration, power management, energy rate requirements and selection, station management, customer management, site management, driver management, radio-frequency identification (RFID) fob management, access control roles, pricing management, and EV fleet management.

l. Analyze energy interval data, examine load profiles and seasonal variations to identify potential storage capacity and energy values.

m. Analyze potential load impacts from EV charging, and provide recommendations.

n. Develop solar modeling and rendering using a software (e.g. Helioscope), and build energy model to test and evaluate scenarios, pricing, storage amounts, and rate options.

o. Provide site assessment services verifying solar array, meter, and backup battery storage locations, assessing shading construction impacts, switchgear and other solar, electrical and/or battery backup equipment.

p. Provide other training, remote monitoring services, or other related support services.

q. Perform comprehensive investment-grade audits of City facilities and infrastructure, identifying and analyzing all opportunities for water and energy cost savings, including, but not limited to, buildings, parks, water facilities, and

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city-owned streetlights.

r. Perform comprehensive feasibility analyses of distributed generation opportunities for City facilities, including solar photovoltaics (PV) and solar arrays, and any other economically and environmentally viable distributed generation (DG) solutions.

s. Analyze and report on energy efficiency (electricity and natural gas) and water usage at all City facilities, providing an analysis of building systems, equipment, operations, and operational procedures for optimal performance, include the following thorough assessments: existing equipment; equipment replacement, repair, or rehabilitation; potential alternative processes; proposed energy and water efficiency and conservation projects; equipment controls; lighting (internal/external for buildings/parks and remaining non-LED street lights); HVAC equipment; well equipment; automation; space utilization and programming; pumps; non-computerized irrigation systems controllers; building envelope performance with evaluation for cooling/heat gain or loss, transmission and leakage, and solar potential, alternative fuel sources, and identifying facility or occupancy changes that could affect energy/water use.

t. Review historical data of existing energy usage, meet with the facilities' staff, tour the facilities, and identify all major lighting, HVAC equipment and systems, determining occupancy schedules, energy use patterns, etc.

u. Prepare reports, present findings and address questions for City and at public meetings.

Construction Management, Administration, and Monitoring Services

a. Provide services from a construction manager with a minimum of five (5) years of experience managing public works construction and private construction, including construction of streets, sidewalks, curb and gutter, underground and aboveground utilities, storm drains, buildings, and other projects.

b. Provide services from a resident engineer by a registered Professional Civil Engineer in the State of California, for the stated services on an "on-call as needed" basis for various civil engineering projects as assigned by the City.

c. Provide complete construction management, construction administration, inspection services and labor compliance for Capital Improvement Program (CIP) projects and private land development projects, including but not limited to project scheduling, project controls, project management, collaboration and claims resolution, daily reports and capturing photos, Contractor's labor force compliance monitoring, inspection/monitoring of traffic control procedures and traffic control plan, conducting progress meetings and preparing meeting minutes, coordinating with agencies and stakeholders, monitoring the project schedule, verifying quantities, and assuring quality control, and site safety.

d. Maintain complete and accurate project records, including monthly progress pay estimates, daily construction reports, extra work reports, contract change

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orders, labor and equipment records, correspondence, personnel records, records verifying stormwater pollution prevention plan (SWPPP) compliance, processing submittals of requests for information (RFIs), weekly statement of working days, change orders, punch-lists, and as-builts.

e. Maintain compliance of project records in compliance with the Caltrans manual, safety-related activities, implementing security procedures, coordinating survey and materials testing, as well as processing control documents, submittals, RFIs, weekly statement of working days, change orders, work change directives, , and compliance with NPDES and Caltrans encroachment permit requirements, if required

f. Attend pre-construction meetings, project progress meetings, and provide assistance in responding to all questions in timely manner.

g. Assist City in conducting and coordinating field meetings with contractors and act as the City's liaison for coordination and communication with other agencies, engineers, and architects as needed. Coordinate with design engineers and project managers on design issues encountered during construction.

h. Review project contract documents and perform constructability reviews.

i. Review contractor's submittals in accordance with the requirements of project specifications and the City's requirements prior to final approval.

j. Review, negotiate, process and monitor contract change orders with the City's approval. Review extra work invoices.

k. Review and respond to RFIs in a timely manner.

l. Comply with grant requirements for local, state, and federal funded projects.

m. Provide labor compliance monitoring.

n. Provide construction inspection and quality control services.

o. Provide construction material testing and compaction testing.

p. Developing solutions to problems identified in the field with City approval.

q. Maintain all records and meet reporting requirements.

r. Provide community outreach and public outreach services as required.

s. Provide project status and overall condition of construction projects, including cost, budget, and schedule.

t. Identify and issue notice to contractor of safety concerns and violations.

u. Review and approve punch lists.

v. Participate and assist in conducting final inspection, testing and release of facilities.

w. Review and approve record drawings at project completion.

x. Assist in preparation of daily pay estimates in accordance with the inspection

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daily report, and assist in preparation of contractors monthly pay estimates.

y. Report all unresolved issues and potential claims to the City's representative in writing on a daily basis.

z. Other construction management duties as necessary to support City projects in construction.

Inspection Services

a. Provide inspection services from an inspector with a minimum of five (5) years of experience inspecting public works construction and private construction, including construction inspection of streets, sidewalks, curb and gutter, underground and aboveground utilities, storm drains, buildings, and other projects.

b. Review plans and specifications, and provide construction inspection/ observations for development projects related to the public right-of-way.

c. Observe construction of improvements by developers and/or contractors and make recommendations regarding completion and acceptance of the work.

d. Provide construction observations associated with work performed by developers on City streets, medians, slopes, parks, and other areas to ensure compliance with approved plans, specifications, permits, and City guidelines and standards.

e. Inspect plants and trees and make recommendations on acceptance of the plant materials.

f. Inspect landscape and irrigation improvements for compliance with approved plans.

g. Ensure that materials and completed work comply with plans, specifications, and design criteria.

h. Provide inspection services from an inspector with a minimum of five (5) years of experience inspecting public and private construction, and certification as a Qualified Stormwater Practitioner (QSP).

i. Inspect and provide recommendations for the installed Best Management Practices (BMP) for water quality.

j. Inspect street and storm drain improvement for compliance with approved plans.

k. Inspect approved work and installed water quality measures.

l. Prepare general correspondence and daily construction inspection reports, and coordinate with developers, engineers, staff, and the public.

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Labor Compliance Services

a. Conduct meetings with project team members to review and discuss the agreement implementation, project details and schedule, and requirements including but not limited to the specific labor standards and parameters for the project.

b. Review construction contract and bid specifications for compliance with state or federal requirements to ensure that all appropriate forms are included in bid package.

c. Provide contract and labor compliance documents and Federal Prevailing Wage Decision for the construction bid document.

d. Prepare the Request for Construction Bid Document Review, Bid Document Checklist and Matrix Roles and Responsibilities for submission to the Los Angeles County Community Development Commission (LACDC). Submit construction bid document to LACDC prior to advertisement of bid.

e. Implement the Equal Employment Opportunity (EEO) and Section 3 Programs, if necessary.

f. Ensure that the most current Federal Wage Decision is used for the project by verifying the wage decisions and modifications prior to Bid Opening.

g. Report any wage modifications, or other changes in requirements as they are issued. Provide City with revised Wage Decision to bid holders prior to Bid Opening as an Addendum, if necessary, and attend the Bid Opening.

h. Verify contractor and subcontractor eligibility through the Federal System for Award Management, California State Contractors License Board, and California Department of Industrial Relations Public Works Contractor Registration.

i. Review Bid Proposal for contract and labor compliance documents and forms to be completed, signed and submitted by prime contractor.

j. Prepare Notice of Contract Award to the U.S. Department of Labor (DOL) and Agency Report of Contract Award (ARCA) for the LACDC.

k. Notify LACDC of pre-construction meeting at least ten (10) days prior to the meeting.

l. Prepare contract and labor compliance packets including posting requirements to distribute at the pre-construction meeting.

m. Participate in pre-construction conference to provide packets to prime contractor and subcontractors and inform prime contractor of prevailing wage and project reporting requirements.

n. Review Weekly Certified Payroll Reports including Statement of Compliance, Federal Apprenticeship Certifications, and Employee Authorization for Deductions.

o. Provide technical assistance to prime contractor for inquiries regarding Weekly

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Certified Payroll Reports and contract and labor compliance documents.

p. Upon review of the Certified Payroll Reports, notify prime contractor of any labor discrepancies or suspected violations and issue corrective actions in writing, if necessary.

q. Conduct and/or coordinate with City's construction management team/ inspector to perform employee interviews for ten percent (10%) of the workforce and verifying posting requirements at project site.

r. Upon conducting employee interviews, identify violations and investigate complaints of employee underpayments, if necessary.

s. Prepare underpayment report and letter to contractor for all underpayments and corrective action, if necessary. Ensure employee restitution is paid. Prepare and submit the United States Department of Housing and Urban Development (HUD) 5.7 Labor Violations Report to LACDC.

t. Prepare and maintain contract and labor compliance files for LACDC and HUD monitoring.

u. Coordinate and participate in LACDC labor compliance in-progress monitoring of the project.

v. Prepare and submit the Request for Final Project Review and Contractor Project File Review Checklist to LACDC. Prepare Subcontractor Project File Review Checklist, if necessary, and schedule and attend the Final Project Review.

w. Prepare responses to LACDC monitoring letters and/or correspondence.

x. Prepare Contract and Subcontractor Activity Report, Semi-Annual Labor Standards Enforcement Report and other LACDC and HUD reporting documents.

y. Obtain copies of the Progress Payment and Final Payment Waiver and Release of Forms for contract and compliance files, if necessary.

z. Complete the Labor Standards Administration and Enforcement File.

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EXHIBIT B

(*Approved Fee Schedule*)

Staff Member	Role	Hourly Rate
(11) Program Management Staff		
Luis Diaz	Project Administrator	$200
Enrique Castro	Sustainability/Energy Project Manager II	$175
Debra Villegas	Accounting Specialist/Business Analyst	$150
Dora Lorente	ADA/Accessibility Project Manager II	$175
Christopher Kasteiner	Construction/Project Manager II	$175
Julio Benitez	Project Engineer	$135
Ana Cubas	Sub-Consultant (Mariposa Consulting) Grant Specialist	$105
(15) Sustainability Staff		
Peter Yee	Energy Project Manager	$175
Enrique Castro	Sustainability/Energy Project Manager II	$175
(16) Construction Management Staff		
Luis Diaz	Project Administrator	$200
Alex Main	Construction/Project Manager II	$185
James Uriarte	Construction Manager	$175
Nina Guerrero	Project Engineer	$120
Arturo Vivar	Sub-Consultant (AIX Group) Resident Engineer	$205
(17) Inspection Staff		
Sal Torres	Senior Inspector	$200
Juan Abad	Field Inspector	$140
Sal Diaz	Field Inspector	$140
Ken Kristoffersen	Sub-Consultant (CAL-Storm Compliance) SWPPP Inspector	N/A*
(18) Labor Compliance Staff		
Marjorie Gayle	Labor Compliance Officer	$130
Matthew Ibaven	Labor Compliance Analyst	$110
Additional Support Staff		
	Project Manager I	$155
	Project Director	$200
	Design Manager	$165
	Administrative Support	$55
	Accounting	$105

*SWPPP Inspections are not subject to hourly rates. They are billed at $225 per inspection.

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EXHIBIT C

TASK ORDER NO. [NUMBER]

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

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

RECITAL

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

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

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

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

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

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

"City" City of South Pasadena	"Consultant" **[COMPANY]**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

Approved as to form:

By:_____
Andrew Jared, City Attorney

Date:_____

City Council Agenda Report

ITEM NO. 9

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: H. Ted Gerber, Director of Public Works

SUBJECT: **CONSIDERATION OF APPROVAL OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH CHAWKINS COMMUNICATIONS CONSULTING, INC. FOR ELECTRIFICATION PROJECT COORDINATION AND STAKEHOLDER MANAGEMENT SERVICES FOR AN ADDITIONAL AMENDED COST OF $31,375, AND A TOTAL CONTRACT VALUE OF $85,000**

Recommendation

It is recommended that the City Council consider approval of an amendment of an existing Professional Services Agreement with Chawkins Communications Consulting, Inc. to provide project coordination and stakeholder management services to support the City's electrification projects in the Capital Improvement Program (CIP) with an additional amended cost of $31,375, a 60% increase to the total contract, and a total contract value of $85,000.

Executive Summary

This amendment (Attachment 1) to an existing professional services agreement (Attachment 2) requests approval to extend an additional consultant staff resource to the Public Works Department to exclusively facilitate City electrification Capital Improvement Program (CIP) projects.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program, including programmed electrification improvements. The City Council approved a comprehensive CIP that includes multiple high priority infrastructure projects. As discussed during the Fiscal Year 2024-2025 budget adoption process, and due to limited availability of City staff resources, additional project professional services are needed to implement the CIP.

Analysis

Chawkins Communications, Inc. has been on board from the launch of the City's electrification project which includes the transition of the City's Police Department fleet to electric and related infrastructure and solar back-up projects to support energy needs at the City Hall campus, and is well qualified to complete the scope of work required. The scope of work includes providing project coordination and stakeholder management professional services utilizing a dedicated team member from Chawkins Communications, Inc. This includes coordination of staff and stakeholders, including Southern California Edison (SCE), Clean Power Alliance (CPA), and the Mobile Source Reduction Committee (MSRC). The Consultant is also assisting in

coordinating design and construction, and the development of charger public use policy, rate structures, and a Low Carbon Fuel Standard (LCFS) Credit Program. For the remainder of Fiscal Years 2024-2025 and 2025-2026, the project coordinator Consultant has been programmed for 160 hours at $195 per hour. Ken Chawkins, the Principal employee of Chawkins Communications, Inc. has 25 years of experience in the energy field. He is a former Southern California Gas Company Manager of Public Policy and Business Policy, and a former Southern California Edison (SCE) region manager for public affairs, as well as a former Special Assistant to the SCE CEO. Ken Chawkins is currently in this project coordinator role for the City, and is a good fit for the assignment.

Fiscal Impact
Adequate funding for this project has been adopted in the FY 2024-2025 budget under the Capital Improvement Program. After pending expenditures are deducted, the Project budget balance in Account No. 400-9000-9009-9188-000 will have $224,137.10 remaining. The Project design costs, that are being considered as a separate item on tonight's agenda, total $112,260. After considering these costs, the Project budget balance in Account No. 400-9000-9009-9188-000 will have $111,877.10 remaining that can be applied towards this contract amendment and future construction work. Of this balance, $50,000 has already been sourced and transferred from the Mobile Source Reduction Committee (MSRC) Fund 238 as a result of a South Coast Air Quality Management District (SCAQMD) grant awarded to the City for the police electrification project. The remainder $61,877.10 has been sourced and transferred from the General Fund 101 as a match to the MSRC funding.

An amount of $31,375 is needed to amend the contract not-to-exceed cost from $53,625 to $85,000. The existing $53,625 contract budget has been fully expended, along with an additional $6,435 utilized to accommodate Project tasks during high staff turnover at the end of Fiscal Year 2023-2024. Therefore, with a remaining available Project budget of $111,877.10, there is adequate funding of $31,375 for the amendment.

Key Performance Indicators and Strategic Plan
This item is related to electrification goals in the City Council's 2025 compilation of priorities (Priority 2(k)).

Commission Review and Recommendation
The FY 2024-2025 CIP Program status and project management strategy was discussed with the Public Works Commission at the regular meeting on September 11, 2024.

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

Attachment:
Attachment No. 1 - First Amendment to the Professional Services Agreement
Attachment No. 2 - Existing Professional Services Agreement

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT ("Amendment") is made as of this 19th day of March 2025, by and between the CITY OF SOUTH PASADENA ("City") and CHAWKINS COMMUNICATIONS CONSULTING, INC. ("Consultant").

RECITALS

WHEREAS, on December 22, 2022, the City and Consultant entered into a Professional Services Agreement ("Agreement") for the Consultant to provide electrification project and stakeholder coordination services for a not-to exceed amount of $53,625.00.

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

1. MAXIMUM AMOUNT. That Section 3.4 of the Agreement is hereby amended to read as follows:

> The highest total compensation and costs payable to the Consultant by the City under this Agreement. The Maximum Amount under this Agreement is: Eighty-Five Thousand Dollars ($85,000).

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

3. EXHIBIT B. Exhibit B attached to the Agreement shall be replaced by the Exhibit B attached to this Amendment.

EXHIBIT B

Project Fees and Hourly Billing Rates

Ken Chawkins, Principal $ 195.00 / hr

Task	Hours (qty)	Fee
1 - Project Initiation / Kickoff Meeting / Project Management	10	$1,950
2 - Communications Plan Development	25	$4,875
3 - Staff Project Outreach Activities	~~25~~ 65	~~$4,875~~ $12,675
4 - Project Team Coordination	~~35~~ 50	~~$6,825~~ $9,750
5 - Southern California Edison (SCE) Coordination	~~35~~ 50	~~$6,825~~ $9,750
6 - Clean Power Alliance (CPA) Coordination	~~5~~ 45	~~$975~~ $8,775
7 - Mobile Source Air Pollution Reduction Review Committee (MSRC) Coordination	~~15~~ 35	~~$2,925~~ $6,825
8 - Police Vehicle Procurement Support and Coordination	10	$1,950
9 - Charging System Planning and Operational Plan Development	~~10~~ 20	~~$1,950~~ $3,900
10 – Design & Construction Coordination	~~20~~ 45	~~$3,900~~ $8,775
11 - Charger Public Use Policy and Rate Structure Development	~~35~~ 45	~~$6,825~~ $8,775
12 - Grant & Low Carbon Fuel Standard (LCFS) Credit Program Development	~~25~~ 35	~~$4,875~~ $6,825
Total	~~250~~ 435	~~$48,750~~ $84,825

For additional hours requested by the Director of Public Works under the tasks listed above, Consultant shall be paid at the hourly rate of $195.00.

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

"City" City of South Pasadena	"Consultant" Chawkins Communications Consulting, Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

ATTEST:

By:_____

Mark Perez, Deputy City Clerk

Approved as to form:

By: _____

Roxanne Diaz, City Attorney

Date: _____

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PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Chawkins Communications, Inc.)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: **Electrification project and stakeholder coordination**.

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

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

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

3. DEFINITIONS

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

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

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

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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 Fifty-Three Thousand and Six Hundred and Twenty-Five Dollars (**$53,625**), including $48,750 for the proposed work, and $4,875 (10%) as a contingency.

3.5. "Commencement Date": **December 22, 2022**.

3.6. "Termination Date": **Until determined to be complete by the City of South Pasadena Public Works Director.**

4. TERM

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

5. CONSULTANT'S DUTIES

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

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

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

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

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

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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. **Ken Chawkins, Principal** 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

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be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

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

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

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

7. COMPENSATION

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

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

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.

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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

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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.

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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: **Electrification project and stakeholder coordination**.
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. MUTUAL COOPERATION

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

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

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14. NOTICES

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

If to City

H. Ted Gerber
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 460-6392
Facsimile: (626) 403-7241

If to Consultant

Ken Chawkins, Principal
Chawkins Communications, Inc.
1530 Cheviotdale Drive
Pasadena, CA 91105
Telephone: (818) 422-7412

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

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

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

16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

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

17. INTERPRETATION OF AGREEMENT

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

17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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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

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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.

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

"City"
City of South Pasadena

By: DocuSigned by: Arminè Chaparyan
Signature

Printed: Arminè Chaparyan

Title: City Manager

Date: 2/13/2023

"Consultant"
Chawkins Communications, Inc.

By: DocuSigned by:
Signature

Printed: Ken Chawins

Title: Principal

Date: 1/25/2023

Attest:

By: DocuSigned by: Desiree Jimenez, CMC
Desiree Jimenez, CMC
Chief City Clerk

Date: 2/14/2023

Approved as to form:

By: DocuSigned by: Andrew Jared
Andrew L. Jared, City Attorney

Date: 2/9/2023

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EXHIBIT A

Scope of Work

Chawkins Communications, Inc.

Task 1 – Project Initiation / Kickoff Meeting / Project Management

Consultant will work with the City Project Manager, City Project Liaisons, and Technical Consultants (Project Team) to draft a proposed schedule related to the areas of focus in the scoped tasks. Consultant will facilitate a kick-off meeting with City staff and identify team member and stakeholders, and their responsibilities. Consultant's responsibilities include meeting preparation, facilitation, debriefing with the City Project Manager, and post-meeting document preparation with City Project Liaison assistance. The kick-off meeting with an agenda will define the project's goals, sequencing, and timeframe for project success. A meeting summary will be drafted with stated project goals, objectives, and action items. The finalized project schedule and sequencing will be developed within ten (10) working days after the kick-off meeting. The schedule will include project milestones and opportunities to review/approve work products throughout the project as necessary.

Schedule: Complete by January 31, 2023.

Deliverables: Agenda; Meeting Summary of Kick-off Meeting; Finalized Project Schedule.

Task 2 – Communications Plan Development

Consultant will work with Project Team to develop the Communication Plan. The Communication Plan will include a consensus on clear key messages, outreach opportunities both in and outside the City, an outreach schedule, message response protocol to address internal and external inquiries regarding the project, identification of point personnel for communications, talking points on project elements, a proposed schedule for communications training, and a proposed schedule for message dissemination to internal/external audiences. Consultant will prepare a digital slide presentation that describes the project elements, including the key messages – that can be used for multiple audiences, including City Council, agencies, members of the public, and external partners.

Schedule: Complete by January 31, 2023.

Deliverables: Communications Plan, Proposed schedule of Messaging Opportunities, Slide Presentation for City Council and external audiences.

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Task 3 – Staff Project Outreach Activities

Consultant will work with the City staff to prepare materials, reach out to audiences, and facilitate/attend events to educate City and regional stakeholders regarding project. Consultant's responsibilities include developing a stakeholder matrix, developing outreach materials, facilitating invites, and conducting the outreach events.

Schedule: Ongoing through project.

Deliverables: Stakeholder Matrix, Outreach Materials, and In-Person/Virtual Events.

Task 4 – Project Team Coordination

Consultant will hold frequent meetings with the City Project Manager, City Project Liaisons, and Technical Consultants (Project Team). Meetings will occur at least twice permit month. Consultant will work with the Project Team to ensure stakeholders are aware of project progress and are aligned with activities.

Schedule: Ongoing through project.

Deliverables: Meeting Agendas and Outcomes.

Task 5 – Southern California Edison (SCE) Coordination

Consultant will work with Southern California Edison and the Project Team to coordinate Charge Ready Program elements, including but not limited to planning, funding, requirements, schedule, scope negotiation, etc. Consultant will work with Southern California Edison and the Project Team to coordinate elements outside of the Charge Ready Program, including improvement to distribution systems and City equipment/service components.

Schedule: Ongoing through project.

Task 6 – Clean Power Alliance (CPA) Coordination

Consultant will work with Clean Power Alliance and the Project Team to coordinate Power Ready Program elements, including but not limited to planning, funding, requirements, schedule, scope negotiation, etc.

Schedule: Ongoing through project.

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Task 7 – Mobile Source Air Pollution Reduction Review Committee (MSRC) Coordination

In the circumstances that the City executes an agreement with the Mobile Source Air Pollution Reduction Review Committee, the Consultant will work with MSRC and the Project Team to coordinate Transformative Transportation Strategies & Mobility Solutions Program elements, including but not limited to planning, funding, requirements, schedule, scope negotiation, etc.

Schedule: Ongoing through project.

Task 8 – Police Vehicle Procurement Support and Coordination

Consultant will work with the Project Team, vehicle manufacturer, and leasing company to support the procurement of police vehicles, including communication support with various stakeholders. Consultant will work with Project Team to ensure that police vehicle procurement and other project elements align in scope and schedule.

Schedule: Complete by June 30, 2023.

Task 9 – Charging System Planning and Operational Plan Development

Consultant will work with the Project Team to facilitate the day-to-day planned operational use of the charging equipment by Public Safety staff, including but not limited to time-of-use, charging practices, troubleshooting, operations and maintenance, planned redundancy, etc. Consultant will work with the Project Team to facilitate the development of an Operational Plan to realize the most effective and efficient use of the charging equipment and available energy rates/fees. Consultant will assist Project Team in vetting developed materials through a Public Safety staff stakeholder review process.

Schedule: Complete by June 30, 2023.

Deliverables: Operational Plan.

Task 10 – Design & Construction Coordination

Consultant will work with Project Team to coordinate design and construction activities that impact stakeholder management, including but not limited to parking impacts to the public, staff site use, City Civic Center power outages, etc.

Schedule: Ongoing through project.

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Task 11 – Charger Public Use Policy and Rate Structure Development

Consultant will work with the Project Team to facilitate the implementation of a Charger Public Use Policy, including, but not limited to use guidelines, availability, payment process, networking/monitoring policy, mobile app, etc. Consultant will work with the Project Team to facilitate the development of a Rate Structure for public-facing chargers. Consultant will assist Project Team in vetting developed materials through a public process including outreach, marketing materials, Commission(s), City Council meeting(s), etc.

Schedule: Complete by September 30, 2023.

Deliverables: Charger Public Use Policy, Rate Structure.

Task 12 – Grant & Low Carbon Fuel Standard (LCFS) Credit Program Development

Consultant will work with the Project Team to facilitate grant-funding opportunities through understanding the City's goals, services, plans, and needs. Consultant will provide recommendations on programs that align with this project. Consultant will work with the Project Team to develop a Low Carbon Fuel Standard (LCFS) Credit Program, if feasible, and integrate the LCDS Credit Program into coordination and outreach related work in this scope, e.g. discussing electrification cost benefits in messaging materials.

Schedule: Complete by September 30, 2023.

Deliverables: LCFS Credit Program (if feasible).

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EXHIBIT B

Project Fees and Hourly Billing Rates

Ken Chawkins, Principal $ 195.00 / hr

Task	Hours (qty)	Fee
1 - Project Initiation / Kickoff Meeting / Project Management	10	$1,950
2 - Communications Plan Development	25	$4,875
3 - Staff Project Outreach Activities	25	$4,875
4 - Project Team Coordination	35	$6,825
5 - Southern California Edison (SCE) Coordination	35	$6,825
6 - Clean Power Alliance (CPA) Coordination	5	$975
7 - Mobile Source Air Pollution Reduction Review Committee (MSRC) Coordination	15	$2,925
8 - Police Vehicle Procurement Support and Coordination	10	$1,950
9 - Charging System Planning and Operational Plan Development	10	$1,950
10 – Design & Construction Coordination	20	$3,900
11 - Charger Public Use Policy and Rate Structure Development	35	$6,825
12 - Grant & Low Carbon Fuel Standard (LCFS) Credit Program Development	25	$4,875
Total	250	$48,750

City Council Agenda Report

ITEM NO. 10

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Tina Lopez, Human Resources & Risk Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MNJ ADVISORS, INC. FOR TEMPORARY STAFFING SERVICES, AT A COST OF $25,000 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $55,000**

Recommendation

It is recommended that the City Council consider approving the First Amendment to the Professional Services Agreement with MNJ Advisors, Inc., in the amount of $25,000, for continued temporary staffing services, for a new total not-to-exceed compensation amount of $55,000.

Executive Summary

The City's Management Services Department has been utilizing the services of MNJ Advisors, Inc., due to the recent turnover of key staff in the department. The Management Services Department needs assistance with continuity of operations and, most importantly, MNJ's principal, Josette Reina-Luken, will continue to assist completion the Fiscal Year end accounting close and audit, while staff makes progress developing next fiscal year's budget. The current agreement with MNJ Advisors is set to expire on June 30, 2025, however, additional funds in the amount of $25,000 are needed to pay the vendor to continue services through June 30, 2025.

Background

MNJ Advisors, Inc. has provided temporary staffing for the Management Services Department since March 3, 2025, with an emphasis on timely completion of the Fiscal Year 2024-25 mid-year budget review and Fiscal Year 2025-26 budget development. The temporary staffing need in Management Services is ongoing and has been instrumental in performance of essential functions. The continued employment of existing temporary staffing would enable the Department to:

- Continue administrative departmental assignments
- Wrap up the Annual Comprehensive Financial Report (ACFR)
- Continue verifying Capital Assets
- Payroll improvements
- Develop the Fiscal Year 2025-2026 budget

In working with MNJ Advisors and in prioritizing major administrative, accounting and

budgeting tasks that lie ahead, staff proposes to continue the existing temporary staffing in Management Services and continue their momentum and ongoing work and capacity building.

Analysis
The initial MNJ Advisors, Inc. contract has a term from March 3, 2025 through June 30, 2025, for a maximum amount of $30,000. However, as services are currently being provided and will be needed through the next few months, an amendment is required for the continuation of services. This will also provide the ability for the City to make payment for such services.

Meanwhile, the City will soon begin recruitment of a Management Services Director to position the next City Manager to make an appointment at the conclusion of a thorough search and selection process.

Staff recommends the approval of the First Amendment to increase the contract amount in the amount of $25,000 for a new total not to exceed the amount of $55,000 for continued and expanded temporary staffing services to tackle the priority areas listed above, as well as the development and finalization of the Fiscal Year 2025-2026 budget.

Fiscal Impact
The proposed amendment, if approved, will increase the contract total amount by $25,000, for a total contract not to exceed $55,000. The amendment amount will be funded with $51,150 from the General Fund and $3,850 from the Sewer Fund. It should be noted that these costs will be offset by salary savings from the vacant Management Services Director position.

Attachment:
Attachment No. 1 - Professional Services Agreement w MNJ Advisors Inc.
Attachment No. 2 - Proposed First Amendment

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PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / MNJ Advisors, Inc.)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Interim Director of Management Services

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

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

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

3. DEFINITIONS

3.1. "Scope of Services": See Exhibit A

3.2. "Agreement Administrator": The Agreement Administrator for this project is Sean Joyce, Interim City 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.

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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 Thirty Thousand Dollars ($30,000.00).

3.5. "Commencement Date": March 3, 2025

3.6. "Termination Date": June 30, 2025

4. TERM

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

5. CONSULTANT'S DUTIES

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

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

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

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

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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. Josette Reina-Luken 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

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Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

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

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

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

7. COMPENSATION

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

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

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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.

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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.

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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: Interim Director of Management Services.
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.

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- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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

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. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

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

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12.7. **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.

12.8. **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.

12.9. **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.

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

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12.11. **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.

12.12. **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.

12.13. **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.

12.14. **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.

12.15. **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

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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

Sean Joyce, Interim City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-****
Facsimile: (626) 403-7241

If to Consultant

Josette Reina-Luken
MNJ Advisors, Inc.
4112 Enchanted Circle
Roseville, CA 95747
Telephone: (916) 539-3510

With courtesy copy to:

Roxanne Diaz
South Pasadena City Attorney
Richards Watson Gershon
350 South Grand Ave., 37th Floor
Telephone: (213) 626-8484

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 fifteen (15) 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 fifteen (15) 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

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the benefit of such work as may have been completed up to the time of such termination.

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

17. INTERPRETATION OF AGREEMENT

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

17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

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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

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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.

SIGNATURES ON THE FOLLOWING PAGE

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"City"
City of South Pasadena

By: Signed by: Sean Joyce 0D867796FCFE42A... _____
Signature

Printed: Sean Joyce

Title: Interim City Manager

Date: 2/26/2025

"Consultant"
MNJ Advisors, Inc.

By: _____
Signature

Printed: Josette Reina-Luken

Title: Vice-President

Date: 02·26·2025

Attest:

By: Signed by: Alma Medina 115BF030396641E... Alma Medina for
Mark Perez
Deputy City Clerk

Date: 2/26/2025

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7800E5CA8A241F... _____
Roxanne Diaz, City Attorney

Date: 2/26/2025

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Exhibit A

Scope of Services

Serve as and fulfill the duties of the Interim Management Services Director with emphasis on timely completion of the FY2024-25 mid-year budget update and FY2025-26 budget development.

Onsite services will be provided for the initial 2-3 weeks, and the remainder of services will be provided either onsite or remote. Remote work will be specifically set for March 17-26 and April 29th. Work hours may be adjusted to accommodate the budget; the City works on a 4/10 workweek schedule (Monday-Thursday, 10 hours per day). Consultant may work less than 40 hours per week depending on the workload.

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Exhibit B

Fee Schedule

Billable hourly rate of $150 per hour for offsite work and/or $200 per hour for onsite work (travel expenses included in the onsite rate).

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Michael Luken
MNJ Advisors
6160 Rose Garden Ln
Roseville, CA 95747

COVERAGES **CERTIFICATE NUMBER:** 435683699 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	NXT9FV43WW-01-GL	01/02/2025	01/02/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability	X		NXT9FV43WW-01-GL	01/02/2025	01/02/2026	Each Occurrence: Aggregate:	$1,000,000.00 $2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is The City of South Pasadena, its City Council, Commissions, officers, and employees. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: General Liability. This Certificate Holder is an Additional Insured on the General Liability policy on a primary and non-contributory basis. NEXT will endeavor to provide this Certificate Holder with written notice of cancellation 30 days in advance for any of the following policies: General Liability. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

The City of South Pasadena, its City Council, Commissions, officers, and employees
1414 Mission St
South Pasadena, CA 91030

LIVE CERTIFICATE
Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MNJ Advisors Inc.

February 25, 2025

Tina Lopez, Human Resources and Risk Manager
City of South Pasadena
1414 Mission St
South Pasadena, CA 91030

Subject – Auto Liability Coverage
City of South Pasadena

Dear Ms. Lopez :

Our firm, MNJ Advisors Inc., does not have any commercial vehicles. We only use our personal vehicles.

Sincerely,

Signed by:
9B6742D92D614F0...
Michael W. Luken
President/CEO

6160 ROSE GARDEN LANE, ROSEVILLE, CA. 95747-8046
T (916)997-2760

The certificate must include:

Additional Requirements:

Following Endorsements Required:

i one

the City of South Pasadena

Signed by:
9B6742D92D614F0...

2/25/2025

Michael W. Luken President/CEO (916)997-2760

Contact Information

If any of the information shown below is a) missing or b) incorrect, please complete or correct it and return it along with your certificate.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made on this 19th day of March 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and MNJ ADVISORS, INC. ("CONSULTANT').

RECITALS

WHEREAS, on February 26, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Interim Director of Management Services services for the City; and

WHEREAS, the original Agreement was in the amount of $30,000, for the Scope of Services; and

WHEREAS, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed $25,000. The aggregate total of Agreement and this Amendment is a sum total of $55,000; and

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:
   "Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Fifty-Five Thousand Dollars ($55,000).

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

"City" City of South Pasadena	"Consultant" MNJ Advisors, Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed: Sean Joyce	Printed: Josette Reina Luken
Title: Interim City Manager	Title: Vice President
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne M. Diaz, City Attorney

Date:_____

City Council Agenda Report

ITEM NO. 11

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Brian Solinsky, Chief of Police
Davit Ghazaryan, Management Analyst

SUBJECT: **DISCUSSION AND DIRECTION CONCERNING ENFORCEMENT OF OVERNIGHT PARKING REGULATIONS AND 72-HOUR PARKING VIOLATIONS**

Recommendation
It is recommended that the City Council direct staff to resume enforcement of overnight parking and 72-hour violations in accordance with applicable ordinances.

Background
In accordance with Resolution No. 7888 (Attachment 1), adopted on January 15, 2025, proclaiming a local emergency due to the extreme wind and Eaton Fire events that began on January 7, 2025, a local emergency has been in effect.

As part of the City's emergency response to the proclaimed local emergency, several measures were implemented. This includes suspension of the issuance of overnight parking permits, overnight parking enforcement, and the enforcement of 72-hour parking violations. These actions were taken to support and provide relief to those impacted by the unprecedented wildfires and windstorms and to try and accommodate the potential influx of unhoused victims from neighboring communities.

Analysis
The South Pasadena Police Department has temporarily suspended enforcement of overnight parking regulations and the sale of overnight parking permits until further notice. Pursuant to Government Code Section 8630, the local emergency shall be deemed to continue to exist for a period of up to 60 days, and thereafter if reviewed and renewed by the City Council. The Council adopted resolution No. 7898 (Attachment 2) proclaiming termination of the State of Emergency on March 5, 2025.

Multiple cities in the San Gabriel Valley, including Pasadena, Alhambra and Altadena, have suspended parking enforcement and prohibition of overnight and preferential parking during and after the firestorms.

The following is a table of the above-mentioned cities, their actions in relation to resuming parking enforcement and the corresponding dates:

City	Action Taken	Date
Pasadena	Resumed parking enforcement in business districts	January 21, 2025
Alhambra	Resumed parking enforcement, including overnight regulations, city lot enforcement, and street sweeping	January 13, 2025
Altadena	Resumed full parking enforcement in specific areas, phased out street sweeping warning citations	February 11, 2025

The suspension of parking enforcement leads to traffic congestion, deteriorating parking availability, and disruption of established parking business models. It is also important to consider that an increase in on-street vehicle parking is often correlated with a rise in vehicle theft and burglary incidents. These factors could contribute to worsening parking conditions and broader operational challenges.

Considering the examples and reasons outlined above, as well as the City Council's adopted resolution to terminate the State of Emergency in South Pasadena, staff recommends resuming citywide parking enforcement beginning April 7, 2025.
Additionally, staff also recommends offering exemptions from overnight parking permit requirements until May 5, 2025, for individuals and families displaced by wildfires, provided the requesting party can present one of the following:

- **Proof of residence:** Acceptable documents include a utility bill, lease agreement, or government-issued ID showing the affected address.
- **Official evacuation notices or emergency declarations:** Documentation from local authorities (e.g., fire department or emergency management agencies) confirming that the residence or business was within an evacuation zone or a declared disaster area.

These dates allow displaced families sufficient time to make necessary arrangements for alternative parking options.

Alternatives
The Police Department has identified the following alternatives to the recommended actions outlined above for consideration:

1. Phased Reimplementation of Parking Enforcement
Instead of resuming full enforcement immediately, the City Council could choose to adopt a phased approach:

- **Phase 1 (April 7 - April 30, 2025):** Resume parking restrictions and enforcement in commercial areas and high-traffic corridors where parking availability is most impacted.
- **Phase 2 (May 1 - May 31, 2025):** Gradually reintroduce parking restrictions and enforcement in residential areas while continuing to provide exemptions for displaced individuals.
- **Phase 3 (June 1, 2025, onward):** Resume citywide parking restrictions and related enforcement.

2. Extended Grace Periods and Warnings
Rather than immediately issuing fines, enforcement officers could provide:

- Courtesy notices for first-time violators to educate residents on the reinstatement of parking rules.
- Gradual issuance of warnings (e.g., first offense warning, second offense citation) for a defined period before strict enforcement resumes.

3. Targeted Enforcement in High-Impact Areas
To balance public concerns and operational needs, parking restrictions and related enforcement could initially focus on high-density areas, business districts, and streets with recurring congestion issues, while maintaining leniency in lower-traffic residential neighborhoods.

4. Temporary Permit Extensions for Residents Affected by the Emergency
Beyond exempting wildfire victims, the City Council could consider the following options:

- Extended permit renewals for existing permit holders at no additional cost.
- Temporary permits at reduced or waived fees for residents impacted by parking enforcement changes.

5. Alternative Parking Solutions for Displaced Residents
To assist those impacted by the emergency, the City Council could:

- Partner with private parking lots (e.g., shopping centers, churches, or community centers) to offer temporary parking.
- Designate specific city-owned lots for overnight parking, with relaxed enforcement until May 2025.

These alternatives provide flexibility while addressing concerns about congestion, safety, and parking availability.

Fiscal Impact
Should the City Council choose to extend the suspension of parking enforcement beyond the recommended dates, the impact of reduced parking permit sales is estimated to be $16,000 per month.

Commission Review and Recommendation
This item was not reviewed by the Public Safety Commission.

Attachment:
Attachment No. 1 - Resolution No. 7888
Attachment No. 2 - Resolution No. 7898

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RESOLUTION NO. 7888

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA PROCLAIMING A LOCAL EMERGENCY DUE TO THE EXTREME WIND AND EATON FIRE EVENTS BEGINNING JANUARY 7, 2025

WHEREAS, the California Emergency Services Act (California Government Code sections 8639, 8550, et. seq.) defines a local emergency as the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a city, caused by conditions such as air pollution, fire, sudden and severe energy shortage, deenergization event, or other related conditions, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of a city, and require the combined forces of other political subdivisions to combat; and

WHEREAS, Section 8630 of the Government Code and South Pasadena Municipal Code Section 11.6(A)(1) authorizes City Council to proclaim the existence of a local emergency, as defined in Section 8558(c) of the Government Code; and

WHEREAS, Section 8634 of the Government Code and South Pasadena Municipal Code Section 11.5(A) provides that during a proclaimed local emergency, the City Manager, acting as Director of Emergency Services, may promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, on January 7, 2025, and in the days thereafter, a significant windstorm event impact the City of South Pasadena and the broader region, with wind gusts reaching 80 or more miles per hour;

WHEREAS, on January 7, 2025, and in the days thereafter, a series of urban and wild land fires broke out across Los Angeles County, with the Eaton Fire impacting the cities in our region including but not limited to the City of South Pasadena;

WHEREAS, after the National Weather Services issued red flag warnings, on the afternoon of January 7, 2025, a fire began in the Monterey Hills area in the City of South Pasadena that was fueled by the extreme wind gusts ("Teresa Fire")'

WHEREAS, commencing on January 7, 2025, because of the heavy winds and the Eaton Fire impacts to the City of South Pasadena, including the impacts from the Teresa Fire, the City experienced power outages, downed and damaged trees, damaged equipment, street and sidewalk debris, displaced, including non-working traffic lights, lack of rail line barriers at railroad crossings, residential and business power loss, potential threat to structures, homes, businesses because of the event, impacts to employees (who serve as disaster service workers) because their homes were burned down and/or damaged because of the fire events, damage to public infrastructure and private property throughout the City (collectively the "2025 Severe Wind and Fire Event"); and

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WHEREAS, local impacts of the 2025 Severe Wind and Fire Event continue to cause power outages, and other damage to private and public buildings and other public infrastructure such as roads and trees within the City; and

WHEREAS, in addition, the risk of wildfires within the City are significant and real given the severity and proximity of the ongoing fires, and the city's dry hillsides, thousands of trees and open space and any said wildfire could occur at any time during the 2025 Severe Wind and Fire Event, as evidenced by ongoing Eaton Fire, which is an active fire that is still not yet contained; and

WHEREAS, these conditions are or are likely beyond the control and current capacity of the City of South Pasadena; and

WHEREAS, the Governor of the State of California executed several Proclamations declaring a State of Emergency as well as several Executive Orders beginning on January 7, 2025, stating the conditions of extreme peril to the safety of persons and property exist due to windstorm conditions as well as multiple fires including but not limited to the Eaton fire;

WHEREAS, current estimates of the damage caused by the 2025 Severe Wind and Fire Event have not been determined as the event is ongoing;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED by the City Council of the City of South Pasadena as follows:

1. Conditions caused by the 2025 Severe Wind and Fire Event in the City of South Pasadena, including but not limited to power outages, downed trees and other public and private facilities and infrastructure, and the significant threat of fire, as well as other currently undiscovered damage related to the 2025 Severe Wind and Fire Event, constitute conditions of disaster and extreme peril to the safety of persons, their property and public services; and

2. A local emergency now exists throughout the City of South Pasadena and has existed since January 7, 2025; and

3. During the existence of said local emergency the powers, functions, and duties of the City Manager or designee shall be those prescribed by State law and the ordinances, resolutions, codes and approved plans of the City of South Pasadena in order to mitigate the effects of the local emergency; and

4. Pursuant to Section 11.10 of the South Pasadena Municipal Code, all expenditures made in connection with this local emergency, including mutual aid activities, shall be deemed to be for the direct protection and benefit of life and property within the City of South Pasadena.

5. The City Manager, or his designee, is hereby designated as the authorized agent for the City of South Pasadena for the purposes of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available County, State, and federal assistance.

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6. Pursuant to the California Disaster Assistance Act and the Stafford Act, a copy of this proclamation shall be forwarded to the Director of California Governor's Office of Emergency Services and/or any other state agency with jurisdiction;

7. Pursuant to Government Code Section 8630, the local emergency shall be deemed to continue to exist for a period of up to sixty (60) days, and thereafter if reviewed and renewed by the City Council.

8. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 15th day of January, 2025.

Signed by:
Janet Braun
D3A44488C537487...
Janet Braun, Mayor

ATTEST:

DocuSigned by:
Mark Perez
8C28A8A8EFB14A7...
Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Roxanne Diaz
A7800E5CA8A241F...
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 15th day of January 2025, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun

NOES: None.

ABSENT: None.

ABSTAINED: None.

DocuSigned by:
Mark Perez
8C28A8A8EFB14A7...
Mark Perez, Deputy City Clerk

RESOLUTION NO. 7898

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, PROCLAIMING TERMINATION OF A LOCAL EMERGENCY

WHEREAS, on January 6, 2025, the National Weather Service (NWS) issued a Particularly Dangerous Situation (PDS) Red Flag Warning for the foothill communities in the San Gabriel Valley which went into effect at 12:00 p.m. on Tuesday, January 7, 2025, to 4:00 p.m. on Wednesday, January 8, 2025. Widespread, life threatening, destructive winds were forecasted to reach sustained speeds of 35-60 mph, damaging gusts of 50-80 mph, with isolated gusts of 80-100 mph; and

WHEREAS, on January 8, 2025, President Joseph R. Biden, Jr. approved a Presidential Major Disaster Declaration (DR-4856) for areas in Los Angeles County affected by wildfires and straight-line winds; and

WHEREAS, the California Emergency Services Act (California Government Code sections 8639, 8550, et. seq.) defines a local emergency as the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a city, caused by conditions such as air pollution, fire, sudden and severe energy shortages, de-energization events, or other related conditions, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of a city, and require the combined forces of other political subdivisions to combat; and

WHEREAS, Section 8630 of the Government Code and South Pasadena Municipal Code Section 11.6(A)(1) authorizes City Council to proclaim the existence of a local emergency, as defined in Section 8558(c) of the Government Code; and

WHEREAS, Section 8634 of the Government Code and South Pasadena Municipal Code Section 11.5(A) provides that during a proclaimed local emergency, the City Manager, acting as Director of Emergency Services, may promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, the City Council adopted Resolution No. 7888 on January 15, 2025, proclaiming the existence of a local emergency regarding extreme weather conditions and power outages.

WHEREAS, the City Council found the following:

1. That conditions of extreme peril to the safety of persons and property had arisen within the City, caused by the life threatening, destructive winds and a city-wide power outage which began at 4:00 p.m. on January 7, 2025.

2. That as a result of the life threatening, destructive winds, several public and private trees were downed, which took down electric utility infrastructure, including power lines, and blocked roadways, affecting ingress and egress routes for public safety and emergency response personnel and equipment, and rendered traffic signals inoperable.

3. That aforesaid conditions of peril warranted and necessitated the proclamation of the existence of a local emergency.

4. Today, the spread and effects of the extreme weather conditions have been addressed and no longer constitute conditions of peril. The City is effectively able to control services, personnel, equipment and facilities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS: that a local emergency for extreme weather conditions throughout the City of South Pasadena will terminate on March 05, 2025.

PASSED, APPROVED AND ADOPTED on this 05 day of March, 2025.

Janet Braun, Mayor

ATTEST:

Mark Perez, Deputy 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 05 day of March, 2025, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun

NOES: None.

ABSENT: None.

ABSTAINED: None.

Mark Perez,
Deputy City Clerk

City Council Agenda Report

ITEM NO. 12

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Janet Braun, Mayor / Finance Commission Liaison

SUBJECT: **FINANCE COMMISSION REPORT**

Recommendation
It is recommended that this informational report be received and filed.

Background
Provided below is a summary of finance issues discussed at recent meetings of the South Pasadena Finance Commission, for which I act as the City Council liaison. The City has made significant progress on matters related to our FY 2024 audit preparation, FY 2025 mid-year budget report and preparation of FY 2026 budget, but challenges remain.

Analysis

Personnel

- The City's finance department is currently comprised of three finance department employees and four contractors. Key positions, including Finance Director and Controller/Accounting Manager, remain open.
- The City recently hired Josette Reina Luken as a consultant to oversee Management Services and is helping oversee preparation of the draft FY26 budget and year-end close. Josette has twenty years of experience in public agencies, including acting as the Chief Financial Officer and Finance and Administrative Services Manager for the Regional Water Authority and Sacramento Groundwater Authority (two separate agencies with one staff).
- Lance Soll & Lunghard (LSL) continues to work with our staff and contractors to prepare for our FY 2024 audit; the FY 2025 mid-year budget review; FY 2026 budget preparations; and five-year financial projections.
- LSL's primary focus is completing the work necessary to provide a financial package to the City's audit firm for the FY 2024 audit.

FY2024 Audit

- Bank reconciliations for FY 2023. Bank reconciliations for FY2023 to ensure the accuracy of the beginning fund balances at July 1, 2023 (the start of FY 2024) have been completed.
- Bank Reconciliations FY 2024. Bank reconciliations for FY2024 thru May 2024 have been completed. In addition, all P-card transactions for 2024 have been recorded in the general ledger for FY2024 by the interim Accounting Manager. LSL is waiting for

information about the June 2024 bank reconciliation necessary for completion.

- Fund Balances. Staff and LSL continue to address negative fund balances, some of which are cumulative, relating to projects completed several years ago pursuant to grant funding for which the City has not received or applied for reimbursement. The total negative fund balance to be addressed is approximately $4 million. LSL and staff are devoting significant efforts to this issue. If reimbursements are not received, the City will need to address the negative fund balances, including possible transfers from the City's General Fund.
- Projected FY 2024 Audit Completion Date. LSL communicated with Clifton Larson Associates (CLA), the City's new auditor, in mid-February to address the FY2024 audit timeline. They agreed not to begin the audit until LSL completes its work to ensure a more streamlined and efficient audit process. LSL is continuously evaluating the target date to provide a trial balance to CLA as LSL needs additional information necessary to complete the year-end close. At the moment, the schedule is pushing into April 2025. Typically, when an audit starts, it would be conducted over a 60-day period; however, because this is CLA's first year as the City's audit firm, the FY 2024 audit may require more time and will require additional testing. Thus, it is more realistic to assume a 90-day audit. While the target date for completion of the FY2024 audit remains June 30, 2025, it is possible that the audit will not be completed until July 2025.

FY2025 Audit

- Bank Reconciliations FY 2025. LSL has started bank reconciliations for the early months in current year but is missing information and reports caused by staff turnover during those months. Given other City priorities that LSL needs to address in the upcoming 6 months, (e.g., mid-year budget review, FY2026 budget preparation and five-year projections), completion of all FY 2025 bank reconciliations are likely to be delayed, which in turn could delay preparation and execution of the FY 2025 audit.
- Projected FY2025 Audit Completion Date. The City should expect a February 2026 completion date for the FY 2025 financial audit. However, no actual timelines have been established to date.

FY 2025 Midyear Review

- Given the timing of the FY 2024 audit and understandable delay in the FY 2025 bank reconciliations, the midyear budget review for FY 2025 will have a limited scope. It will focus on "estimated outcomes and implications for the [FY 2025] budget year" with a review of forecasted revenues for the year and a review of actual expenditures vs. budgeted expenditures through midyear.
- The interim Accounting Manager is currently working on posting P-card transactions and certain revenues to the general ledger for FY2025 prior to issuance of midyear budget. In addition, LSL is looking at revenue received through 12/31/24 and working on revenue projections for the second half of FY2025 and posting budget amendments.
- The target date for delivery of the midyear budget review to the Finance Commission is April 2025, followed by delivery to the City Council in May 2025.

The City's midyear review process is providing insights for the preparation of the FY2026 budget.

FY2026 Budget

- The Finance Department continues implementation of and training staff on the use of, the City's new budget software to prepare the FY 2026 budget. With the implementation of this software, the City will discontinue the use of Excel spreadsheets to prepare its annual budget.
- Typically, the budget would be prepared based on the prior year's audit and results from the midyear review. However, because the City's audit will not be available at the beginning of the budget process -- and given a limited midyear review -- the City will rely on trial balances prepared in connection with the audit for FY 2024 and the limited midyear review to develop the FY 2026 budget. This process will be concurrent with the finalization of the FY2024 audit. If there are any significant issues as the audit progresses, the City may amend the FY 2026 draft budget prior to its adoption.
- The FY 2026 budget process has begun internally. The first draft budget is scheduled to be presented to the Finance Commission on May 8, 2025, with a study session with City Council on May 12, 2025. Further, a City Council study session for the CIP is scheduled for May 14, 2025. Budget surveys and meetings to include community input in the FY2026 budget will be part of the budget process.
- The target date for completion of the budget for FY2026 remains June 30, 2025; however, given the many factors described above, it is not unrealistic to assume that the FY2026 budget could be delayed until July/August 2025.

Five-Year Financial Projections

- In FY 2024, the City purchased software from NHA Advisors to produce five-year financial projections based on financial information provided by the City. The model used to produce those projections is available to the City to generate new projections based on current financial information; however, the accuracy of any such projections depends on the quality of data and financial information used in the model.
- LSL will not begin to assist Finance with work on the five-year projections until mid-summer 2025, after the City receives the final FY 2024 audit and adopts a FY 2026 budget. Target date for completion of the five-year projections is early fall 2025.

Pension and OPEB Liabilities

- Given the myriad issues addressed by the Finance Commission over the past year and the current priorities, the City's pension and OPEB liabilities have not been presented to the Finance Commission since 2023. This will need to be addressed in the upcoming budget for FY 2026. For historic purposes only, these liabilities for prior fiscal years are provided below.

South Pasadena Pension Liability

	Fiscal Year 2020-21	Fiscal Year 2021-22	Fiscal Year 2022-23
Pension Liability	$ 42,652,833	$27,011,583	$45,089,597

South Pasadena Other Post Employment Benefits (OPEB)

	Fiscal Year 2020-21	Fiscal Year 2021-22	Fiscal Year 2022-23
OPEB	$20,220,894	$17,980,977	$14,128,348

Conclusion

This report is intended to provide a written summary of the status of the various financial reports and projects that have been prioritized by the City and to which LSL has devoted significant resources and attention. Updates will be provided as these projects progress or are completed.

City Council Agenda Report

ITEM NO. 13

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Alison Becker, AICP, Acting Director, Community Development
Elizabeth Bar-El, Interim Deputy Director, Community Development

SUBJECT: **CONSIDER INTRODUCTION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 36 OF THE SOUTH PASADENA MUNICIPAL CODE ELIMINATING THE DESIGN REVIEW BOARD, REALLOCATING DESIGN REVIEW AUTHORITY, AND MAKING RELATED AMENDMENTS FOR CONSISTENCY; AMENDING VARIOUS SECTIONS OF THE ZONING CODE FOR CONSISTENCY WITH STATE LAW, INCLUDING PROVISIONS RELATED TO ACCESSORY DWELLING UNITS; AMENDING SECTIONS RELATED TO CODE ADMINISTRATION, NOTICING AND PROCESS; AMENDING THE SIGN ORDINANCE; UPDATING DEVELOPMENT STANDARDS, AND RESOLVING INCONSISTENCIES THROUGHOUT CHAPTER 36**

Recommendation

It is recommended that the City Council introduce the ordinance by title only and waive full reading of the ordinance amending Chapter 36 (Zoning) of the South Pasadena Municipal Code eliminating the design review board, streamlining the City's design review process and making other related amendments for consistency with State laws and the City's housing element.

Executive Summary

This report provides a summary of the proposed ordinance that amends Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC) to achieve several goals, including: dissolving the Design Review Board and reforming the design review process for smaller projects; promoting consistency with State laws and the City's housing element goals; improving administrative processes to make them more efficient and user-friendly; adjusting standards identified over the last couple of years by staff, commissioners and members of the public as problematic; and addressing internal inconsistencies and obsolete terminology that have developed due to changes over time. An overview of these proposed changes is as follows:

<u>Design Review Streamlining</u>

- Implementing the City Council's direction to dissolve the Design Review Board (DRB) by creating a hierarchical review process based on the amount of proposed new floor area, with new single-family residences requiring a Planning Commission hearing. The new system is proposed to be balanced to reduce time and expense for applicants while

maintaining the community's value of quality architecture
- Creating a Planning Commission Chair (or designee) review process for a few specific application types previously reviewed by DRB/DRB Chair
- Assigning Minor Hillside Permits, required for additions to existing hillside homes, to the same review hierarchy as other residential additions

State Law Consistency

- Reflecting the recent reorganization of Accessory Dwelling Unit (ADU) law at the state level
- Reflecting government code changes regarding housing and subdivision entitlements
- Reflecting government code changes regarding public noticing for zoning ordinances or amendments that affect the permitted uses of real property

Administrative and Process Improvements

- Requiring on-site posting of notices for public hearings, with smaller signs required for single-family properties
- Extending the valid time period for entitlements to avoid expiration, reflecting the complex development environment that often requires more time
- Allowing the Director, by written transmittal, to initiate Zoning Code/Map amendments in addition to action by the Planning Commission or City Council through a Resolution of Intent
- Allowing mechanical equipment to be located in yards or rooftops with specific conditions
- Specifying qualifications for Planning Commissioners to ensure professional expertise
- Updating the Planning Commission officers to formally add a Vice-Chair instead of a Secretary
- Introducing application processing timelines consistent with the Downtown Specific Plan (DTSP) and State Permit Streamlining Act

Adjusting Standards

- Allowing heating, ventilation and air-conditioning (HVAC) equipment to be located in side yards and rooftops of single-family homes, with standards and qualifications
- Allowing mixed-use projects more discretion regarding location of residential uses within the project
- Sign Code revisions to allow portable and menu signs for businesses and create a ministerial process for most signs with either Director or Planning Commission Chair approval

Addressing Internal Inconsistencies

- Correcting the following references in multiple Code sections to reflect updates:
    - Renaming the Planning and Building Department as the Community Development Department
    - Removing references to the 1983 height limitation initiative, which was rescinded by Measure SP
    - Removing references to former South Pasadena California Environmental Quality Act (CEQA) guidelines
- Revisions or removal of sections pertaining to the Planning Commission to ensure

consistency with South Pasadena Municipal Code (SPMC) Article IV, which establishes and provides structure for boards and commissions
- Deleting the Major Project Review process, which was introduced to require larger projects to be processed by consultants when department staffing was differently configured

Information about the proposed amendments has been posted on the department web page since the beginning of January 2025. Interested residents provided comments in writing, and in-person at two community meetings on January 14 and 23, 2025. Additionally, a study session was held with the Planning Commission on January 28, 2025. The Planning Commission held a public hearing and has recommended adoption of the ordinance (Attachment 2). The changes included in their motion to adopt the resolution have been incorporated into the draft presented herein and recommended for consideration and adoption.

Background

Previous Council Actions

- On June 28, 2024, the City Council held a discussion regarding the City's boards and commissions and directed staff to consider dissolving some, combining others and generally finding more efficient ways to involve the community in city governance. Community Development was asked to research options for dissolving the DRB and reconfiguring the design review process for smaller projects and signs.
- On July 17, 2024, the City Council discussed the need for zoning code updates on several topics and adopted a Resolution of Intent (ROI) to amend certain sections of the SPMC (Attachment 3). The objective of the amendments was to streamline the development review process, simplify code language, update Government Code references to reflect recent changes in state law, make changes to hearing noticing, and to keep the SPMC current with the City's organizational structure and community needs.
- On December 18, 2024, the City Council adopted an ROI (Attachment 3) directing staff to prepare a Code amendment to dissolve the Design Review Board (DRB) and to reassign approval authority and the review process currently overseen by the DRB and DRB Chair (Attachment 4).
- On January 15, 2025 during the discussion of the composition and provisions regarding the City's Boards and Commissions, the City Council provided direction to temporarily appoint the two DRB members with unexpired terms to the Planning Commission through the end of the calendar year to support the transition with their institutional knowledge related to design review. The implementation of temporarily making the Planning Commission a 7-member body (with the two former DRB commissioners) is being brought forward in a separate item.

While there are two ROIs that cover the items under consideration by this item, the proposed revisions overlap in many Code sections, so both matters are being brought forward together for adoption as one ordinance. Code amendments related to the Cultural Heritage Commission (SPMC Chapter 2) are proposed in a separate item on this agenda.

Purpose of Proposed Amendments

City codes and development review practices typically evolve over time. Councilmembers, Commissioners, staff and members of the public often note ways in which regulations might be amended to remain relevant, be made consistent with state law, and adjusted for activities that

are not allowed but are no longer considered problematic and in some cases are commonly resolved by variance and perhaps should not require that type of exception process. With the adoption of the General Plan and Housing Element, the City has committed to removing barriers to housing development and supporting the production of affordable housing. To this end, the City has already adopted code amendments over the past year. However, the State of California has since enacted more legislation to streamline housing development generally and promote ADUs, and these updates need to be incorporated. The current text amendment process is also an opportunity to bring forward some of the process and administrative items and address internal consistencies that staff has been tracking.

An additional purpose for this text amendment is to respond to Council's direction to revise and improve the design review process for smaller projects in the City, mostly single-family, and some small multi-family and commercial projects, as well as sign permits, which are currently subject to approval by the DRB. Per this direction, the DRB will be dissolved, but the community's interest in assuring quality design will be maintained through other processes, as further discussed in this report.

Analysis

The amendments as summarized above affect all seven articles in SPMC Chapter 36, although Articles 1, 2 and 7 do not have any substantive changes and only corrections for consistency and accuracy. Exhibit A of the proposed ordinance (Attachment 1) contains all proposed changes as they would be stated in the Code if adopted by the Council, also incorporating the Planning Commission's recommended changes, which are described in the Commission section below. As summarized above, the majority of the general code amendments clean up inconsistencies. Notwithstanding, some substantive changes are proposed to allow mechanical equipment placement in a manner that facilitates current technology, to allow menu signs and portable signs, which would be exempt from permit, to allow applicants to locate residential units within mixed-use projects without restrictions, to specify qualifications for Planning Commissioners and to require on-site notices for public hearing applications. The February 25, 2025, Planning Commission staff report (Attachment 5) explains the proposed amendments with more detail.

Overview of the Proposed Design Review Process

The emphasis on creating an alternative design review process was to consider applicants' desires to reduce the time and cost of receiving City permits while maintaining standards of architectural quality that affect the community character. The current DRB process delegates all design review to either the full board or the DRB chair. Staff's ability to process even the smallest request is very limited. The reliance on the DRB Chair is substantial, with a workload that is more than 7x the number of cases reviewed by the full board (58 compared to 9 board hearing cases in 2024). Over the years, the DRB has had many dedicated chairs, who have done an enormous amount of work for their community, but the volunteer structure has been challenging at times in terms of expediting approvals, with little staff could do about the circumstances. An analysis of the DRB and DRB Chair workload was presented to the Planning Commission for their January 28th study session (Attachment 6).

The proposal for this Zoning Text Amendment (ZTA) sets up three tiers of design review: Director, Planning Commission Chair and Planning Commission.

1. The Director's purview over smaller projects (less than 500 square feet, one story and not visible from the street) will facilitate quicker review of small projects and relieve the

permit processing load for the Chair.

2. The Planning Commission (PC) Chair review process is proposed to be established as a collaborative process with staff, which allows staff to prepare the materials and process the decision after meeting with the Chair to determine if the application can be approved. It also allows the Chair to delegate another commissioner with architectural expertise to review an application, sharing the workload to ensure that the job can get done expeditiously. The PC Chair purview is also more limited than the DRB Chair, due to the delegation of smaller projects to the Director (staff).
3. The hierarchy for single-family residential project design review includes only one classification for the Planning Commission - the review of new single-family homes. The Commission felt that the City's objective design standards were not yet sufficient to ensure design compatibility at a ministerial level and are thus recommending that these projects, which currently require DRB approval, should now be decided by the Planning Commission.

A design review hierarchy is also proposed for commercial projects, with Director approval for up to 500 square feet of floor area, PC Chair review up to 3,000 square feet and Planning Commission required for anything larger. Projects with another discretionary permit, such as a Conditional Use Permit (CUP) or Variance, would require Commission approval.

Zoning Text Amendment Findings

SPMC Section 36.620.070(B) stipulates that a Zoning Text or Map Amendment may be approved only if certain findings are made. The following findings are included in the draft ordinance:

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

The proposed Zoning Text Amendment (ZTA) is consistent with the actions, goals, objectives, policies, and programs of the General Plan because it would implement the following:

- Housing Element Program 3.f: Allow and Facilitate ADUs.
- Housing Element Program 3.n: Implement Zoning Changes.
- General Plan Policy P5.8: Support the reduction of governmental and regulatory constraints, and advocate for the production of affordable housing.
- General Plan Action A5.8b: Amend Zoning Code to better encourage development of Accessory Dwelling Units.

Given that the ZTA would implement the latest Government Code references relating to ADUs and ministerial projects, thereby reducing constraints to the production of affordable housing, and given that other changes are proposed that would streamline the development process, increase clarity in code language, and would better inform community members of Public Hearings, the City Council can make this finding in support of the ordinance.

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

The ZTA would not be detrimental to the public interest, health, safety, convenience or general welfare of the City because it would support internal consistency between the Housing Element, General Plan, and Zoning Ordinance. The proposed ZTA does not include any

development proposal nor would it approve any project. Therefore, the City Council can make this finding.

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

The proposed ZTA is internally consistent with other applicable provisions of the Zoning Code and specifically designed to improve the internal consistency. The proposed amendments would update Government Code references pertaining to ADUs and ministerial approvals, would revise text to reflect the City's current organizational structure, and would make the SPMC more descriptive in terms of development standards and definitions. Therefore, the City Council can make this finding.

Alternatives

As alternatives to the recommendation, the City Council may consider:

1. Revising the draft provisions and introduce the ordinance.
2. Deciding not to introduce the proposed amendments and retain the current Municipal Code provisions.

Fiscal Impact

There is no direct fiscal impact as a result of adopting the proposed Zoning Text Amendment. The changes to the design review process will result in fewer public hearings and savings in staff time that can be redirected to implementing other Council priorities for the department. The City Council will need to adopt a new fee for Planning Commission Chair Review applications if that is approved; this deliverable can be included in the upcoming master fee schedule update for the new fiscal year.

Commission Review and Recommendation

Planning Commission

On January 28, 2025, the Commission held a study session to review and take public comments on the proposed Code changes. Commissioners suggested changes to the draft ordinance, which have been incorporated into the current draft recommendation. These included finding a pathway for commissioner involvement in a ministerial process without a public hearing, reducing the size of single-family posted notices to 11"x17" and refining other details. Following the study session, staff developed language to address these concerns and reviewed the zoning code again, identifying additional minor amendments that were included in the draft for Commission recommendation.

On February 25, 2025, the Planning Commission conducted a Public Hearing on the proposed text amendment. The Commission held a lengthy discussion on a number of items included in the proposed amendments, made some corrections to proposed text and recommended a few more substantive changes, including:

- Establishing the Planning Commission as the design review authority for all new single-family homes
- Removing a proposed threshold change for design review that would have assigned more residential additions to the Director for review
- Completing descriptions of appeals structures in Code tables
- Revising the proposed timeline for taking action on a permit to more generally align with

the permit streamlining act, consistent with the DTSP

By a 4-0 vote, the Commission adopted Resolution P.C. 25-01 recommending that the City Council adopt the draft ordinance, with the revisions incorporated (Attachment 2).

Design Review Board

The DRB does not have a formal role in the zoning text amendment process. However, staff presented the proposed changes, as recommended by the Planning Commission to the DRB on March 6, 2025, and explained how the new design review process would be conducted after the ordinance becomes effective. There were no comments or suggestions from the DRB members.

Public Notification

A public notice for this Public Hearing was published in the Pasadena Review on March 7, 2025. The public was also made aware of this public hearing through its inclusion in the legally publicly noticed agenda, posted physically at City Hall and on the City's website.

Environmental Analysis

Staff recommends that the Council find that the proposed ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides a common sense exemption in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. In this case, the proposed zoning code amendments reflect changes in state law, relate to the City's review process and addresses inconsistencies within the zoning code and there is no possibility that the activity in question may have a significant effect on the environment.

Attachment:

Attachment No. 1 - CC Draft Ordinance
Attachment No. 2 - PC Recommendation Resolution PC 25-01
Attachment No. 3 - CC ROI 7-7-24
Attachment No. 4 - CC ROI 12-18-24
Attachment No. 5 - 2-25 PC Staff Report
Attachment No. 6 - PC Study Session 1-28
Attachment No. 7 - South Pasadena - Final Clean Version of ZTA Amendment no redlines
Attachment No. 8 - General DRB ZTA Presentation

ORDINANCE NO.____

AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 36 OF THE SOUTH PASADENA MUNICIPAL CODE ELIMINATING THE DESIGN REVIEW BOARD AND REALLOCATING DESIGN REVIEW AUTHORITY AND MAKING RELATED AMENDMENTS FOR CONSISTENCY; AMENDING VARIOUS SECTIONS OF THE ZONING CODE FOR CONSISTENCY WITH STATE LAW, INCLUDING PROVISIONS RELATED TO ACCESSORY DWELLING UNITS; AMENDING SECTIONS RELATED TO CODE ADMINISTRATION, NOTICING AND PROCESS; AMENDING THE SIGN ORDINANCE; AND UPDATING DEVELOPMENT STANDARDS, AND RESOLVING INCONSISTENCIES WITHIN CHAPTER 36.

WHEREAS, the City of South Pasadena acknowledges there is a shortage of housing that necessitates adoption of policies and zoning ordinance requirements that facilitate more streamlined development of housing;

WHEREAS, in an effort to facilitate housing, ensure consistency with State laws, and to implement the goals, policies and programs contained in the City's General Plan and 2021-2029 General Plan Housing Element, the City of South Pasadena desires to streamline the development review process;

WHEREAS, this includes simplifying the permit process for small and mid-size applications currently subject to Design Review Board review in an effort to reduce barriers to housing production;

WHEREAS, on June 18, 2024, the City Council directed staff to analyze options to streamline the design review process;

WHEREAS, on July 17, 2024, the South Pasadena City Council adopted Resolution No. 7865, a resolution declaring its intention to initiate amendments to the South Pasadena Municipal Code Chapter 36 (Zoning) amending the zoning code for consistency with State housing laws such as provisions related to accessory dwelling units and subdivisions, to simplify the sign approval process, streamline the design review process, improve administrative processes, adjust certain development standards and resolve other inconsistencies within Chapter 36;

WHEREAS, on December 18, 2024, the South Pasadena City Council adopted Resolution No. 7887, a resolution declaring its intention to dissolve the Design Review Board and reassign review authority and make other amendments to resolve other inconsistencies within Chapter 36 related to design review;

WHEREAS, on January 28, 2025, the South Pasadena Planning Commission ("Planning Commission") held a study session, during which staff presented an

overview of the proposed amendments, and received public testimony and feedback from the Planning Commissioners;

WHEREAS, on February 25, 2025, the Planning Commission held a duly noticed public hearing, as prescribed by law, wherein the Planning Commission received a staff presentation, considered the staff report and all other materials and evidence, heard public testimony and held a discussion;

WHEREAS, following the public hearing, the Planning Commission adopted PC Resolution No. PC25-01, recommending that the City Council adopt a zoning text amendment to the Chapter 36 (Zoning) of the South Pasadena Municipal Code in the form of an ordinance as set forth therein;

WHEREAS, on March 19, 2025, the City Council, at a regular meeting, considered this Ordinance amending Chapter 36 of the South Pasadena Municipal Code at a duly noticed public hearing, as prescribed by law, at which time the City council received a staff presentation and interested persons had an opportunity to and did provide public testimony;

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

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

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

SECTION 2. ENVIRONMENTAL FINDINGS. The City Council finds the amendments set forth in this Ordinance are routine, reflect changes in state law, relate to the City's review process and code clarification, do not include any development proposal, and can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Therefore, the amendments qualify for the common sense exemption from the California Environmental Quality Act (CEQA), as set forth CEQA Section 15061(b)(3).

SECTION 3. ZONING AMENDMENT FINDINGS. South Pasadena Municipal Code Section 36.620.070(B) provides that Zoning Amendments may be approved if the following findings are made:

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

The proposed Zoning Text Amendment (ZTA) as set forth herein, is consistent with the following actions, goals, objectives, policies, and programs of the General Plan because it would implement the following:

Housing Element Program 3.f	Allow and Facilitate ADUs.
Housing Element Program 3.f:	Zoning Changes.
General Plan Policy P5.8:	Support the reduction of governmental and regulatory constraints, and advocate for the production of affordable housing.
General Plan Policy A5.8b:	Amend Zoning Code to better encourage development of Accessory Dwelling Units.

Given that the ZTA would implement the latest Government Code references relating to ADUs and ministerial projects, thereby reducing constraints to the production of affordable housing, and given that other changes are proposed that would streamline the development process, increase clarity in code language, and would better inform community members of public hearings, the City Council hereby finds that the ZTA is consistent with the General Plan policies, goals, and programs listed above.

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

The ZTA would not be detrimental to the public interest, health, safety, convenience or general welfare of the City because it would support internal consistency between the Housing Element, General Plan, and Zoning Ordinance. The proposed ZTA does not include any development proposal nor would it approve any project. Therefore, the City Council hereby makes this finding.

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

The proposed ZTA is internally consistent with other applicable provisions of the Zoning Code. The proposed amendments would update Government Code references pertaining to ADUs and ministerial approvals, would revise text to reflect the City's current organizational structure, and would make the SPMC more descriptive in terms of development standards and definitions. Therefore, the Planning Commission can make this finding.

3. Additional finding for Zoning Map amendments. The site is physically suitable (including absence of physical constraints, access, compatibility with adjoining land

uses, and provision of utilities) for the requested zoning designations and anticipated land uses/projects.

The proposed ZTA does not include a Zoning Map Amendment. Therefore, this finding does not apply.

The Project does not include a Zoning Map Amendment. Therefore, this finding does not apply.

SECTION 4. ZONE TEXT AMENDMENT. The City Council hereby amends various sections of Chapter 36 (Zoning) of the South Pasadena Municipal Code to incorporate the text changes as well as the revisions to the tables as set forth in Exhibit A, attached hereto and incorporated herein by reference, with all sections and tables of Chapter 36 that have no amendments identified in Exhibit A remaining in effect without 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. 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 16th day of April, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

Janet Braun, Mayor

ATTEST: **APPROVED AS TO FORM:**

Mark Perez, Deputy City Clerk

Roxanne Diaz, City Attorney

CITY OF SOUTH PASADENA

CITY CLERK'S DIVISION

CERTIFICATION OF ORDINANCE

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

I, Mark Perez, Deputy City Clerk of the City of South Pasadena, do hereby certify that Ordinance No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 16th day of April, 2025, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mark Perez
Deputy City Clerk

Exhibit A
Zoning Text Amendment

Amendments are depicted in **Bold Underline** for text additions and ~~**Bold Strikethrough**~~ for text deletions.

• Article 1 Zoning Code Applicability.

36.100.040 Responsibility for Administration.
This Zoning Code shall be administered by the South Pasadena City Council, Planning Commission, ~~**Design Review Board,**~~ Cultural Heritage Commission, Director of ~~**Planning and Building**~~ **Community Development** and the ~~**Planning**~~ **Community Development** Department in compliance with Division 36.600 (Administrative Responsibility).

36.110.030 Rules for Interpretation.

A. Abbreviations, short form terms. For the purpose of brevity, the following phrases, personnel and document titles are shortened in this Zoning Code. The City of South Pasadena is referred to as the "City." The City of South Pasadena Zoning Code is referred to as "this Zoning Code." The Director of ~~**Planning and Building**~~ **Community Development** is referred to as "Director," the City Council is referred to as the "Council," and the Planning Commission is referred to as the "Commission." The ~~**Planning and Building**~~ **Community Development** Department is referred to as the "Department." "Buildings and structures" are referred to as "structures."

B. *No changes to this section*

C. *No changes to this section*

D. *No changes to this section*

E. *No changes to this section*

F. *No changes to this section*

G. *No changes to this section*

H. *No changes to this section*

36.110.040 Procedure for Interpretations.

Whenever the Director determines that the meaning or applicability of any of the requirements of this Zoning Code are subject to interpretation generally, or as applied to a specific case, the Director may issue an interpretation.

A. *No changes to this section*

B. *No changes to this section*

C. *No changes to this section*

D. Record of interpretations. Official interpretations shall be:

1. Written, and shall quote the provisions of this Zoning Code being interpreted, and the applicability in the particular or general circumstances that caused the need for interpretations, and the determination; and

2. **Posted on the Department web page and ~~D~~d**istributed to the Council, Commission, **~~Director, DRB,~~** CHC, City Manager, City Attorney, City Clerk, and affected Department staff.

Any provision of this Zoning Code that is determined by the Director or other applicable review authority to need refinement or revision will be corrected by amending this Zoning Code as soon as is practical. Until an amendment can occur, the Director will maintain a complete record of all official interpretations as an appendix to this Zoning Code and indexed by the number of the Division or Section that is the subject of the interpretation.

E. *No changes to this section*

- **Article 2 Zoning Districts, Allowable Land Uses, and Zone-Specific Standards**

36.210.030 (Allowable Land Uses and Permit Requirements)

A. *No changes to this section*

B. Permit Requirements. Tables 2-2, 2-4, and 2-6 provide for land uses that are:

1. *No changes to this section*

2. *No changes to this section*

3. *No changes to this section*

4. A project may require **design** review by **~~the Design Review Board,~~ the Director, the Planning Commission Chair,** ~~the~~ Planning Commission (for a Hillside Permit) and/or the Cultural Heritage Commission (if required to obtain a Certificate of Appropriateness), in addition to the permit requirements above. See Section 36.410.040 (Design Review).

36.210.040 (Exemptions from Zoning Approval Requirements)
The zoning approval requirements of this Zoning Code**,** other than those of **~~the~~ ~~Design Review Board or~~** the Cultural Heritage Commission, do not apply to the land uses, structures, and activities identified by this Section. These are allowed in all zoning districts subject to compliance with this Section.

A. *No changes to this sectio*n

B. *No changes to this section*

36.220.040 (Residential Zoning District General Development Standards)
The zoning approval requirements of this Zoning Code**,** other than those of **~~the~~ ~~Design Review Board or~~** the Cultural Heritage Commission, do not apply to the land uses, structures, and activities identified by this Section. These are allowed in all zoning districts subject to compliance with this Section.

A. *No changes to this section*

B. *No changes to this section*

C. Design guidelines and standards. Land uses and structures proposed within the residential zoning districts shall comply with the City's Design Guidelines to the extent required by the **~~Design Review Board~~ review authority** and/or specific provisions of the Design Guidelines, objective design standards, and to the extent permitted by State law. Qualifying residential projects shall comply with the ministerial approval process established by SPMC 36.410.040(D)(6).

36.230.050 Mixed Use Overlay District Development Standards.

A. *No changes to this section*

B. *No changes to this section*

C. *No changes to this section*

D. Notes column in Table 2-6. Where the last column in Table 2-6 ("Notes") includes a section number, the regulations in the referenced section apply to the standard; however, provisions in other sections of this Zoning Code may also apply.

TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
Development Feature	Requirement	Notes
DEVELOPMENT INTENSITY		
Minimum Size or Area	20,000 sf	
Minimum Lot Frontage	80 ft	
Density Range for Residential	52 to 70 du/ac	
Maximum Lot Coverage	70%	
Minimum Residential Unit Size	Studio—450 sf One-bedroom—750 sf Two-bedroom—900 sf	
NONRESIDENTIAL USES		
Location	Nonresidential uses are required along the street frontage in the areas described in the General Plan for development within a Corridor, District, or Neighborhood Centers.	~~**Residential units shall be located above the ground-floor level within the BP zoning district.**~~

No changes to the rest of Table 2-6.

36.250.030 (Altos de Monterey (AM) Overlay District)

A. *No changes to this section*

B. *No changes to this section*

C. *No changes to this section*

D. *No changes to this section*

E. *No changes to this section*

F. Nonconformities. Nonconforming uses, structures, and lots within the AM overlay zone are subject to the requirements of Section 36.360.120 (Altos de Monterey Nonconforming Use Provisions).

TABLE 2-7. AM OVERLAY DISTRICT DESIGN AND DEVELOPMENT STANDARDS	
Development Feature	Requirement
Minimum lot size	Minimum area and width for new parcels.
Area and width	As shown on Final Tract Map 25588, except for mergers and lot line adjustments, provided that such actions shall not cause any significant gain or loss in the area of the tract. The subdivision of any existing lot is prohibited.
Width, flag lot “pole”	30 ft; frontage width may be 25 feet for parcels 306 and 307 to accommodate a 10-foot wide path parallel to the flag lot stem.
Setbacks	Minimum setbacks required, except as provided by Section 36.300.030 (Setback Measurement and Exceptions)
Front and side	See Table 2-8 (AM Overlay District Setback Requirements). The side setback requirements in the table identify each side (i.e., 15’-5’ means 15 ft on one side and 5 ft on the other).

TABLE 2-7. AM OVERLAY DISTRICT DESIGN AND DEVELOPMENT STANDARDS	
Development Feature	Requirement
Rear	25 ft
Second story	20 ft from the front setback line
Between structures	10 ft
Sight distance	Intersection: no visual obstructions between 2 and 6 feet above the ground on corner lots measured 25 feet across street corner. Driveways: no visual obstruction between 2 and 6 feet above the ground within 10 feet of a driveway and street.
Lot coverage	40% maximum
Floor Area Ratio (FAR)	0.35 for main building area of multi-floor structures, maximum
Minimum floor area	1,250 sf for each dwelling
Height limit	Maximum height of structures, measured from a point 6 inches above the high point of the existing grade line at the existing, previously set front yard setback line to the highest point of the roof or parapet wall. All heights shall be measured at any point along the building line.
Primary structure	25 ft
Height limit (Continued)	
Detached accessory structure	15 ft
Fences	Front yard—2 ft within a sight distance area, 3 ft elsewhere; side and rear yards—6 ft. Fence height includes garden walls, shrubs and hedges.
Landscaping	As required by Division 36.330 (Landscaping Standards). No impervious surface shall be allowed in a required front or street side setback area, except for a driveway or approved drainage structure. All trees shall comply with the requirements of Ordinance No. 1991.
Parking and loading	• Dwellings require 3 off-street spaces (2 in a garage or carport), that are a minimum of 10 ft wide by 20 ft long, and entirely located to the rear of the front setback line. • No vehicle, trailer, boat or component thereof shall be stored on any parking space or driveway, or access thereto, except in a garage or carport, or behind a solid wall or fence that screens the stored object from public view. • No vehicle, trailer, boat, or component thereof, or other object shall be parked or stored for more than 72 hours in any required setback. • Garage door openings should not face the street when feasible, as determined by the ~~**DRB**~~ **review authority**.
Driveway requirements	
Width	9 feet minimum, 12 feet maximum. Flag lots:10 feet minimum, 20 feet maximum
Circular driveway restrictions	Minimum lot width 80 ft; may occupy a maximum of 40% of the front yard area.
Drainage	Lots shall drain to the street. Drainage patterns established at the

TABLE 2-7. AM OVERLAY DISTRICT DESIGN AND DEVELOPMENT STANDARDS	
Development Feature	Requirement
	time of original lot grading shall not be disturbed except through the installation of conveyances approved by the City that conduct all surface runoff to the nearest public street or public drainage structure.
Grading—Cut and fill	2:1 maximum slope
Fences and walls	Garden fences and walls. Maximum height shall not exceed 6 ft along any property line or within any required setback, except for front yard and street side setback areas where the maximum height shall not exceed 36 inches. Trees or shrubs planted to achieve the same effect as a garden fence or wall shall also comply with these height limitations. Retaining walls. Retaining wall height shall not exceed 6 feet. Where more than one wall is built, the walls shall be separated by a distance equal to the wall height.
Mechanical equipment	Roof mounted equipment **~~except solar collection devices~~ ~~shall not~~ may** be allowed **in accordance with 36.300.080.B**. All plumbing vents shall not be visible from the street frontage. Ground-mounted HVAC equipment shall be screened from public view. Antennas and satellite dishes are exempt from these requirements.
Signs	No more than one commercial sign with a maximum area of 6 square feet shall be displayed on any lot; non-commercial signs are not subject to this limitation.

- **Article 3 Site Planning and General Development Standards**

36.300.030 Setback Measurement and Exceptions.
This Section provides standards for the use and minimum size of required setbacks. These standards are intended to provide open space areas around structures for: visibility and traffic safety; access to and around structures; access to natural light, ventilation and direct sunlight; separation of incompatible land uses; and space for privacy, landscaping, and recreation.

A. Setback Requirements. *No changes are proposed to this Section*

B. Exemptions from setback requirements. *No changes are proposed to this section*

C. Measurement of setbacks. *No changes are proposed to this section*

D. Setback exceptions, allowed projections into setbacks. An architectural feature may extend beyond the wall of the structure and into the front, side, and rear setbacks, in compliance with Table 3-1.

TABLE 3-1. ALLOWED PROJECTIONS INTO SETBACKS			
Projecting Feature	Allowed Projection into Specified Setback		
	Front	Side	Rear
Sills, cornices, roof overhang or eaves	No closer than 30 in. to a lot line, provided that the lowest edge of the feature is at least 8 ft above ground level.		
Chimney, bay window, greenhouse window	24 in. for no more than 10% of the length of the building wall from which it projects, or a maximum length of 10 ft, whichever is less; but no closer than 30 in. to a side lot line.		
Balcony, deck, or porch, which may be roofed but is otherwise unenclosed	0 ft	36 in. for a deck if its walking surface is 30 in. or less above grade. 36 in. for another projecting feature if it extends along no more than 10% of the length of the building wall from which it projects, or a maximum length of 10 ft, whichever is less. In no case shall a feature project closer than 30 in. to a side lot line.	8 ft
Uncovered steps or landings up to 36 inches in height	36 inches in width, up to 10 ft in length.		
Miscellaneous equipment attached to the structure	**24 inches. Attached equipment shall not be located less than three (3) feet to any lot line and shall not be located in the front yard setback.**		
Note: Air conditioning **(HVAC)** units may be permitted if located outside **the** front ~~**or side setbacks**~~ **setback**, and **may be located in the side yard setback provided the equipment is not located closer than three (3) feet to any lot line. Such equipment shall be fully screened when it is located in a street side yard.** ~~**they**~~ **HVAC equipment** ~~**shall not be**~~ located on rooftops in **single-family** residential districts **(RE, AM and RS zones) shall require approval by the Planning Commission Chair**.			

Figure 3-3 *<no changes are proposed to the figure>*

E. Limitations on the use of setbacks. *No changes are proposed to this section*

36.300.040 Height Limits and Exceptions.
Each structure shall comply with the height limits of this Section, except for fences and walls, which are instead subject to the provisions of Section 36.300.050 (Walls, Fences, and Hedges).

A. Maximum height of structures. No structure shall exceed the height limit established by the applicable zoning district in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards). ~~**Because of a 1983 City of South Pasadena initiative, no commercial, office, manufacturing, or residential building shall exceed a height of 45 feet, and no Conditional Use Permit or Variance shall be granted to exceed 45 feet.**~~

B. *No changes to this section*

C. *No changes to this section*

36.300.070 Screening
This Section establishes standards for screening between land uses, and the screening of other potentially unsightly features of development.

A. Design Review required. *No changes are proposed to this section*

B. Screening between different land uses. *No changes are proposed to this section*

C. Mechanical equipment, loading dock, and refuse areas for commercial or industrial areas.

1. Roof or ground mounted mechanical equipment (e.g., air conditioning, heating, ventilation ducts, and exhaust, etc.), loading docks, refuse storage areas, and utility services (e.g. electrical transformers, gas meters, etc.) shall be screened from public view from adjoining public streets and rights-of-way and adjacent residentially-zoned areas. See also Section 36.300.080 **and 36.340.040.F.3 for hillside projects,** regarding mechanical equipment.

2. The method of screening shall be architecturally compatible with the colors, materials, and architectural style of the other development on the site.

3. Landscaping shall be installed adjacent to screen walls, at the discretion of the Design Review Board.

D. Outdoor storage and work yards. *No changes are proposed to this section*

E. Outdoor building materials and garden supply areas. *No changes are proposed to this section*

36.300.080 Mechanical Equipment
Each piece of mechanical equipment including HVAC (heating, ventilation, and air conditioning) equipment, and other compressors, **battery storage and associated generators,** filters, pumps, and similar equipment installed outside of the exterior walls or roof of a building shall constitute a structure, and shall comply with the following requirements.

A. Location within required setbacks.
1. Front or street setback. No mechanical equipment shall be placed within a required front yard setback.

2. Side setback. Mechanical equipment may be placed within a required side yard or street side setback ~~**only when enclosed and/or screened from view in compliance with Section 36.300.070.C.1, and attached to the building,**~~ **subject to subsection 4, below.**

3. Rear setback. Mechanical equipment may be placed in a rear setback when enclosed and/or screened from view, except in the required yard of a through lot. If detached from the building, the equipment shall be set back a minimum of three feet from the rear and side property lines **subject to subsection 4, below.**

4. Mechanical Equipment Placement. The following standards shall apply to the placement of mechanical equipment:

a. The equipment shall be enclosed or screened from view in compliance with Section 36.300.070.C.1;

b. Mechanical equipment shall not be located closer than three (3) feet to any lot line;

c. Equipment attached to a building but that protrudes into any required side yard, street side yard, or rear yard setback, shall be subject to a building permit provided that such equipment is not located closer than three (3) feet to any lot line. Such equipment shall not be permitted to extend into the front yard setback.

B. Roof-mounted equipment. Mechanical equipment may be located on a roof provided that it is not visible from the street and is screened from the view of abutting residential properties in compliance with Section 36.300.070.C.1. **Roof-mounted HVAC equipment may be allowed in single-family zones (RE, AM, and RS) with approval by the Planning Commission Chair (see Section 36.410.040.D.2). See also Section 36.340.040.F.3. for hillside projects.**

C. Noise control. All mechanical equipment shall comply with the City's noise regulations in Chapter 19A of the Municipal Code.

36.300.100 Historic Structures.
See Municipal Code Chapter 2, Article ~~VIE~~ **IVH** for permit requirements and standards for alterations to historic structures.

36.310.040 Number of Parking Spaces Required.
Each use shall provide at least the minimum number of parking spaces required by this division, unless otherwise exempt from the minimum parking requirement per subsection (H) of this section. If parking requirements result in a fraction of a space required, the number of parking spaces required shall be rounded up to the next higher number.

A. Parking requirements by land use. *No changes are proposed to this section*

B. Expansion of structure, change of use. *No changes are proposed to this section*

C. Multi-tenant sites. *No changes are proposed to this section*

D. Uses not listed. *No changes are proposed to this section*

E. Excessive Parking. *No changes are proposed to this section*

F. Bench or bleacher seating. *No changes are proposed to this section*

G. Parking for historic commercial properties in CG zone. *No changes are proposed to this section*

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
Manufacturing, Processing, and Warehousing	

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
General manufacturing, industrial, and processing uses	2.5 spaces for each 1,000 sf.
Recycling facilities	6 spaces for large collection facilities; as determined by Conditional Use Permit approval for other facilities.
Research and development, offices and laboratories	3 spaces for each 1,000 sf.
Warehouses, distribution centers, and storage facilities	2 spaces for each 1,000 sf.
Recreation, Education, and Public Assembly	
Child day-care facilities	
Child day care center	1 space per employee, plus 1 space per 5 children.
Large family day care home	1 space per employee, in addition to required residential spaces.
Small family day care home	As required for the single-family dwelling (see the parking requirements for residential uses).
Commercial recreation activities: Ball courts, outdoor or indoor	3 spaces for each court, plus 4 spaces for each 1,000 sf of floor area for each additional use.
Indoor recreation/fitness centers	
Arcades	4 spaces for each 1,000 sf.
Bowling alleys	3 spaces for each lane.
Health/fitness clubs	4 spaces for each 1,000 sf plus 1 space for each employee.
Pool and billiard rooms	2 spaces for each table, plus required space for each additional use (e.g., restaurant, bar).
Skating rinks	10 spaces for each 1,000 sf of skating area.
Libraries, museums, art galleries	2 spaces for each 1,000 sf.
Recreation, Education, and Public Assembly (cont'd)	
Outdoor Recreation Facilities Golf course Miniature golf Driving range Equestrian facilities	Parking spaces determined per parking plan approved by review authority.
Public assembly uses (e.g., religious facilities, cinemas, performance theaters, meeting halls, and membership organizations).	1 space for each 4 fixed seats (see Section 36.310.040.F for instructions on how to calculate bench or bleacher seating), and 1 space for every 40 sf of gross assembly area, classrooms, meeting rooms, etc., exclusive of areas of fixed seats and their access aisles. For day care facilities in conjunction with a public assembly use, see the parking requirement for "child day care facilities."

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
Schools (private)	
Elementary, junior high/middle school	1.5 spaces for each classroom, plus 5 spaces for each 1,000 sf of assembly area in an auditorium.
High school	1 space for each 5 students plus 1 space for each employee.
Specialized education and training schools	5 spaces for each 1,000 sf.
Private colleges and universities	5 spaces for each 1,000 sf.
Special needs educational and training facilities	As determined by the review authority based on a parking study by a professional traffic engineer or qualified parking consultant.
Studio for dance, art, etc.	5 spaces for each 1,000 sf.
Residential Uses (1)	
Accessory Dwelling Unit	**See Section 36.350.200.H.**
Duplex	4 spaces within a garage or carport, plus 1 guest space. (3)
Live/work unit	2 spaces for each 1,000 sf of combined floor area.
Mixed-use development	As required for each individual land use.
Multi- family dwelling, condominiums and other attached dwellings	1 bedroom unit—1 space; 2 bedrooms and/or greater—2 spaces within a garage or carport for each unit, plus 1 guest space per each 2 units. (1), (3)
Organizational house	1 space for each bed.
~~**Second dwelling unit**~~	~~**1 space within a garage or carport.**~~
Senior citizen residential	
Assisted living and group homes	0.5 space for each residential unit, plus 1 space for each 4 units for guests and employees.
Residential Uses (cont'd)	
Independent living	1 covered space for each unit, plus 1 uncovered guest parking space for each 10 units.
Single-family housing	2 covered spaces. (2), (3) **(4)**
Retail Trade	
Appliances, building materials, furniture, and hardware stores	2 spaces for each 1,000 sf.
Automobile, mobile home, vehicle, machinery and parts sales	1 space for each 1,000 sf, including outdoor display area.
Bars/nightclubs/dancing establishments	1 space for each 30 sf of dance floor area; 1 space for each 100 sf of bar/nightclub area.
Convenience stores	4 spaces for each 1,000 sf.

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
Gas stations (including multi-use stations)	2 spaces for each 1,000 sf plus 3 spaces for each service bay.
Grocery stores	4 spaces for each 1,000 sf.
Multi-tenant retail site or building (2 or more uses)	4 spaces for each 1,000 sf.
Restaurant—Not part of multi-tenant retail site or building	
New use occupying new space more than 1,200 sf.	10 spaces for each 1,000 sf.
New use occupying existing space of 1,200 sf or less.	No new parking required.
Outdoor dining	No parking required.
Restaurant—Not part of multi-tenant retail site or building (Continued)	
Take-out with customer tables	20 spaces for each 1,000 sf.
Take-out service only (e.g., delicatessens)	4 spaces for each 1,000 sf.
Restaurant—Within multi-tenant retail site or building	See requirement for “Multi-tenant retail site or building.”
Retail sales and services	1 space for each 500 sf.
Services	
Banks and financial services	4 spaces for each 1,000 sf of financial customer service area, plus 3 spaces per 1,000 sf of office space.
Bed and breakfast inns	1 space for each guest room, and 1 space for each 2 employees, plus 2 parking spaces for the residents.
Services (cont’d)	
Copy and reproduction centers	2 spaces for each 1,000 sf.
Consumer products—repair and maintenance	4 spaces for each 1,000 sf.
Equipment rental	1 space for each 300 sf of floor area, plus 1 space for each 1,500 sf of outdoor use area.
Hotels and motels	1 space for each guest room, and 1.5 spaces for each multi-room suite; plus 1 space for each 20 guest rooms and 10 spaces for each 1,000 sf of conference meeting room area.
Kennels and animal boarding	1 space for each 1,000 sf.
Laundromats	4 spaces for each 1,000 sf.
Medical services	
Clinics, medical/dental offices	4 spaces for each 1,000 sf.
In-patient drug treatment facilities	1 space for each 3 beds, plus 1 for each employee.

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
Hospitals	1 space for each patient bed, plus 2 for each 1,000 sf of office area, plus required spaces for ancillary uses as determined by the review authority.
Medical/dental labs	3 spaces for each 1,000 sf.
Mortuary	1 space for each 4 fixed seats (see Section 36.310.040.F for instructions on how to calculate bench seating), and 1 space for each 40 sf of gross public assembly area.
Offices, administrative, corporate	3 spaces for each 1,000 sf.
Personal services	8 spaces for each 1,000 sf.
Vehicle repair and maintenance	
Repair garage	2 spaces for each 1,000 sf.
Self-service vehicle washing	3 spaces for each washing stall.
Full-service vehicle washing	2 spaces for each 3 employees on largest shift, plus 4 spaces for each 1,000 sf of store/lounge area, with a minimum of 3 spaces.
Veterinary clinics and hospitals	3 spaces for each 1,000 sf, plus 1 space for each 1,000 sf of boarding area.
Transportation and Communications	
Truck and freight terminals	1 space for each 400 sf of freight area, plus 1 space for each 100 sf of office/lobby area.

Notes:

(1) Guest parking spaces shall be clearly marked for guest parking only and shall be evenly dispersed throughout the development site. Signs shall be provided at appropriate locations to direct visitors to guest parking locations.

(2) On a lot requiring a Hillside Development Permit, a minimum of three spaces shall be provided, with two covered. The Planning Commission may authorize one of the three spaces to be in tandem. One additional space shall be provided for each 1,000 square feet of floor area or fraction thereof above 3,000 square feet.

(3) The requirement of two covered spaces may be waived by the Director for the alteration of a residential unit that is listed on the City's Cultural Heritage Inventory as defined by SPMC Section 2.58, provided the circumstances listed under SPMC Section 36.360.090(F)(1) apply.

(4) The City shall maintain compliance with Government Code Section 65863.3 regarding single-family residential parking.

* The actual parking requirements for all uses subject to a Conditional Use Permit [CUP] or Administrative Use Permit [AUP] (refer to SPMC 36.230, Table 2-4 Commercial Zoning Districts—Allowed Uses and Permit Requirements for Commercial and Business Park Districts) are reviewed on a case-by-case basis via the CUP/AUP entitlement process. The listed parking requirements are the minimum; the CUP/AUP process may determine that additional parking is required. Reductions in required parking can only be approved via the variance process (SPMC 36.410.080), and per the 1983 Initiative, variances for parking

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
are limited to a maximum of five percent of the required number of spaces.	

36.320.030 Sign Permit Requirements

No sign shall be installed, constructed, or altered unless it is first approved in compliance with this section.

A. Fees and plans required. *No changes are proposed to this section*

B. **~~Review and approval~~ Sign Permit Approval**. **Except as otherwise provided for herein, t**~~T~~he **~~Design Review Board~~ Director** shall review **~~all~~** Sign Permit applications and approve only those found to be in substantial conformance with all applicable requirements of this Division. ~~The Design Review Board may require conditions of approval as are reasonably necessary to achieve the purposes of this Division.~~ **Notwithstanding, signs on properties listed on the Historic Resources Inventory shall require approval by the Chair of the Cultural Heritage Commission. CHC Chair decisions may be appealed to the Cultural Heritage Commission, except the CHC Chair shall not participate in that appeal.**

C. Master Sign Plan.

1. When required. A Master Sign Plan shall be approved by the **~~Design Review Board~~ same body approving any associated application, and by the Director if there are no associated applications,** prior to the issuance of any Sign Permit for:

   a. A new nonresidential **~~project~~ use** with three or more tenants; and

   b. Major rehabilitation work on an existing nonresidential **~~project~~ use** with three or more tenants that involves exterior remodeling. For the purposes of this Division, major rehabilitation means adding more than 50 percent to the gross floor area of the building/buildings, or exterior redesign of more than 50 percent of the length of any facade within the project.

All signs installed or replaced within the nonresidential project shall comply with the approved Master Sign Plan.

2. Content of plan. *No changes are proposed to this section*

3. Revisions. A new Master Sign Plan approval shall be **required** ~~obtained~~ for substantial revisions to the original approval, as determined by the Director. If proposed changes are determined by the Director to be minor, the revisions may be reviewed and approved by the **Director.** **~~chair of the Design Review Board. If the changes are major, Design Review Board review and approval shall be required.~~**

D. Time limit for action. *No changes are proposed for this section*

36.320.050 Permitted Signs.

The following signs may be permitted in compliance with the zoning district requirements, sign standards, **~~and~~** sign permit procedures **~~and DRB approval requirements of this Division,~~** and the City's Design Guidelines for signs.

A. Awning and suspended signs (Section 36.320.080.A);

B. Banners (Section 36.320.080.B);

C. Freestanding/monument signs (Section 36.320.080.C);

D. **Menu boards (Section 36.320.080.D)**

~~D~~**E** Off-site directional signs (Section 36.320.080.D);

~~E~~**F**. Portable sidewalk signs (Section 36.320.080.E);

~~F~~**G**. Projecting signs (Section 36.320.080.F);

~~G~~**H**. Suspended signs (Section 36.320.080.G);

~~H~~**I**. Temporary signs (Section 36.320.080.H);

~~I~~**J**. Wall signs (Section 36.320.080.I); and

~~J~~**K**. Window signs (Section 36.320.080.J).

36.320.060 General Requirements for All Signs.

A. Sign area measurement. *No changes are proposed to this section*

B. Sign height measurement. *No changes are proposed to this section*

C. Sign location requirements.

1. All signs identifying an occupant, business, or use shall be located on the same site as the occupant, business, or use.

2. A sign may project over an adjacent public right-of-way only when authorized by an encroachment permit as well as a Sign Permit. No sign shall be located within a public right-of-way, except as otherwise allowed by this Division.

3. The **location of the sign or signs shall meet the following standards:** ~~**approval of a Sign Permit or Master Sign Plan shall require that the Design Review Board determine that each sign is located so that:**~~

   a. A freestanding or projecting sign is set back from property lines a distance that is appropriate for its height and area;

   b. Wall or projecting signs relate to the architectural design of the building, and that no signs cover windows, or spill over natural boundaries in the facade design and architectural features;

   c. The sign does not unreasonably block the sight lines of existing signs on adjacent properties; and

   d. The sign does not adversely affect pedestrian or vehicular safety.

D. Sign illumination. *No changes are proposed to this section*

E. Maintenance of signs. *No changes are proposed to this section*

36.320.070 Zoning District Sign Standards.

Only the signs and sign area authorized by this Section shall be allowed unless otherwise expressly provided in Section 36.320.080 (Standards for Specific Types of Signs).

A. Residential **uses**. ~~**and Commercial Office (CO)**~~ ~~**zoning districts**~~.

1. Number, type, and area of signs allowed. A parcel in a residential zoning district may be permitted one unlighted, wall mounted/flush sign, not to exceed two square feet in area. In addition, multi-family developments ~~and parcels within the Commercial Office (CO) district~~ **in any district** may be permitted one monument sign not to exceed **an area of** 12 square feet, or 24 square feet with ~~Design Review Board~~ **Planning Commission Chair** approval. Wall signs shall be located below the roof edge or eave. Monument signs shall not exceed three feet in height, or **up to six feet in height** with ~~Design Review Board~~ **Planning Commission Chair** approval.

~~2. Findings for approval. The approval of a Sign Permit in the residential and professional commercial office zoning districts shall require that the review authority first make all the following findings:~~

~~a. The sign does not exceed the standards of this Division, and is of the minimum size and height necessary to enable motorists and pedestrians to readily identify the facility or site from a sufficient distance to safely and conveniently access the facility or site; and~~

~~b. The size, location, and design of the sign is visually complementary and compatible with the size and architectural style of the primary structures on the site, any prominent natural features of the site, and structures and prominent natural features on adjacent properties on the same street.~~

B. Commercial and industrial zoning district sign standards. Signs in the commercial and industrial zoning districts established by Section 36.200.020 (Zoning Map and Zoning Districts) shall comply with the requirements in Table 3-9. **Notwithstanding, signs within the Downtown Specific Plan area shall comply with the sign requirements of the Downtown Specific Plan.**

TABLE 3-9. SIGN STANDARDS FOR COMMERCIAL ZONES

Allowed Sign Types	Maximum Sign Height	Maximum Number of Signs Allowed per Parcel	Maximum Sign Area Allowed per Parcel
Outdoor Signs Visible from a Street			
Awning	Below roof (1)	Single tenant site: 3 of any combination of allowed sign types per primary building frontage. 1 of any allowed sign type per secondary frontage. Multi-Tenant Site: For a site or building with 2 or more tenants, 1 of any allowed sign type per business frontage.	Interior and/or corner parcel: 1 sf for each linear ft of primary building frontage (for buildings with multiple frontages, or a corner frontage such as within a shopping center, 1 sf for each linear foot of primary frontage plus 0.5 sf for each foot of one additional secondary frontage (i.e., rear, alley, or driveway frontage)). The total area of all signs on a single building frontage shall not exceed the total linear feet in that
Freestanding**/Monument**	3 ft; 6 ft with ~~DRB~~ **Planning Commission Chair** approval (see Section 36.320.080.C)		
Projecting, Wall	Below roof (1)		
Suspended	Below eave/canopy; with lowest point of sign at least 8 ft above grade.		

TABLE 3-9. SIGN STANDARDS FOR COMMERCIAL ZONES			
Allowed Sign Types	**Maximum Sign Height**	**Maximum Number of Signs Allowed per Parcel**	**Maximum Sign Area Allowed per Parcel**
			frontage. No more than 200 sf is allowed for each use.
Temporary/ Portable	See Sections 36.320.080.~~E~~**F** and 36.320.080.~~H~~**I**.		
Window	See Section 36.320.080.~~J~~**K**		
Indoor Signs, and Outdoor Signs Not Visible from a Street			
Awning, Freestanding, Projecting, Suspended, Wall, Window	Below roof (1)	See Section 36.320.080, as applicable.	
Notes: (1) At least one foot below the top of a parapet, the sill of a second floor window, and/or the lowest point of any cornice or roof overhang.			

C. Review Criteria. When approving a Sign Permit or Master Sign Plan, the review authority shall ensure that:

a. The sign does not exceed the standards of this Division; and

b. The size, location, and design of the sign is visually complementary and compatible with the size and architectural style of the primary structures on the site, any prominent natural features of the site, and structures and prominent natural features on adjacent properties on the same street.

36.320.080 Standards for Specific Types of Signs.
Proposed signs shall comply with the following standards where applicable, in addition to the sign area and height limitations, and other requirements of Section 36.320.070 (Zoning District Sign Standards), and all other applicable provisions of this Division.

A. Awning signs. *No changes are proposed to this section*

B. Banners. *No changes are proposed to this section*

C. Freestanding/monument signs. Freestanding/monument signs. The following standards apply to freestanding and monument signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. Sign height is limited to three feet, except that the ~~**Design Review Board**~~ **Planning Commission Chair** may approve a sign with a maximum height of six feet where ~~**it**~~ **the Planning Commission Chair** determines that site or business visibility would be inadequate with a lower height.

2. Sign width is limited to eight feet.

3. A sign may be placed only on a site frontage adjoining a public street.

4. Multiple signs shall be separated by a minimum of 75 feet to ensure adequate visibility for all signs. The Director may waive this requirement where the locations of existing signs on adjacent properties would make the 75-foot separation impractical.

5. The signs shall not project over public property, vehicular easements, or rights-of-way. Signs shall not obstruct traffic safety sight areas.

6. To assist emergency response personnel in locating the site, freestanding signs should contain an illuminated street address plate. Numbers should be a minimum of six inches in height. Address plates shall not be calculated as part of the allowed sign area.

D. **Menu Boards. Eating and drinking establishments may display one (1) wall-mounted menu board sign per street frontage of the business with a maximum sign size of two square feet, either illuminated or non-illuminated. Such signs shall not require a sign permit.**

~~D~~**E**. Off-site directional signs. Because of the City's compelling interest in ensuring traffic safety, and the City's interest in improving public convenience, off-site directional signs may be allowed in compliance with the requirements of this Subsection, and subject to the approval of a Sign Permit.

1. Where allowed. Directional signs may be approved within the commercial zoning districts, only on sites where:

   a. The review authority determines that a property owner has taken advantage of all permanent signs allowed by this Division, and site visibility remains seriously impaired; and

   b. The structure to which directions are being provided is on a lot that is located more than 150 feet from a predominant public street frontage, the site is developed with all other signs allowed by this Division, and the business entry and the other exterior signs allowed for the site by this Division are not visible from the predominant public street. The "predominant public street" shall mean the major vehicular route that provides access to the site and surrounding area.

2. Sign standards. An approved directional sign shall comply with all the following requirements.

   a. Number, size, and height limitations. Only one off-site directional sign shall be allowed. The sign shall not exceed an area of four square feet, or a total height of six feet.

   b. Design and construction standards. The appearance of the sign, including any graphics and/or text, will reflect attractive, professional design, and that the sign will be durable and stable when in place.

   c. Placement requirements. The sign shall be placed only on private property, at the location specified by the Sign Permit.

~~E~~**F**. Portable sidewalk signs. Each business may display one portable sidewalk sign in compliance with the following standards **and without a sign permit.**

~~**1. Required City approvals.**~~

~~**a. Design Review. The design of each portable sidewalk sign shall be approved by the Chair of the Design Review Board.**~~

~~**b.**~~ **1.** Encroachment Permit. An encroachment permit shall be obtained from the Public Works Department before any sign is placed in the public right-of-way. A public liability insurance policy, approved by the City attorney and naming the City of South Pasadena and its officers and employees as insured, shall be provided the City prior to issuance of an encroachment permit.

2. Sign size. Each sign shall not exceed a width of 2'-6". Sign height shall be limited to four feet, except that signs for businesses fronting on Fair Oaks Avenue and Huntington Drive may have a

height of five feet. Sign height shall be measured perpendicular from the sidewalk surface to the highest point of the sign.

3. Sign placement. A portable sidewalk sign shall be placed only within the boundaries of the applicable business' street frontage, and shall be positioned so that it will not:

   a. Obstruct the sidewalk clearance required by the Americans with Disabilities Act (ADA).

   b. Impede any line of sight for motorists at vehicular public right-of-way intersections, as recommended by the City Engineer.

   c. Interfere with people exiting and entering parked cars.

4. Stabilization. The sign shall be stabilized to withstand wind gusts or must be removed during windy conditions.

5. Daily removal. The sign shall be removed from the sidewalk at the close of business.

~~F~~**G.** Projecting signs. The following standards apply to projecting signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. The maximum projection of a sign from a building wall over a public right-of-way shall not exceed 36 inches over a sidewalk, and 24 inches over a traffic way (e.g., an alley).

2. The maximum height of a projecting sign shall not exceed 14 feet, eave height, parapet height, or sill height of a second floor window, whichever is less. No portion of the sign shall project above the eave line of a sloped roof or the top of the parapet on a flat roof.

3. A projecting sign shall be installed to maintain a minimum clearance of eight feet from the bottom of the sign to the finished grade below.

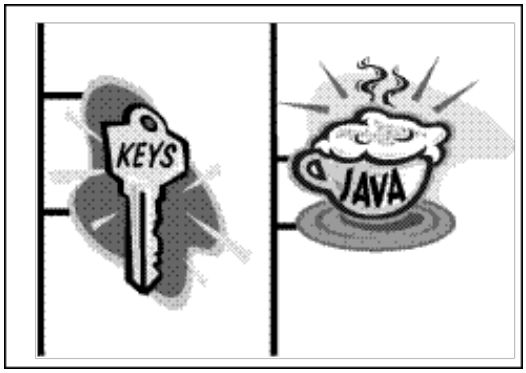

Figure 3-23. Use of Icons/Symbols

4. Icon signs using shapes or symbols uniquely suited to the business, creative shapes and three-dimensional signs are encouraged. See Figure 3-23.

5. The sign shall be graphically designed for pedestrians, with a maximum area of nine square feet on each sign face, regardless of the length of the building frontage.

6. Sign supports shall be ~~well-designed and~~ compatible with the design of the sign.

7. Interior illuminated boxed display signs ("can" signs) are prohibited.

~~G~~**H**. Suspended signs. The following standards apply to suspended signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. The bottom edge of a suspended sign shall not be closer than eight feet to a walking surface below.

2. Suspended signs shall not be internally illuminated. Indirect lighting may be allowed.

3. Lettering shall be limited to eight inches in height.

~~H~~**I**. Temporary signs. Temporary signs are allowed in all zoning districts **without a sign permit if the sign complies with** ~~subject to~~ the following requirements.

1. Maximum area and height. Sign area shall not exceed six square feet and sign height shall not exceed 48 inches.

2. Number. No more than one temporary on-site sign shall be placed on any parcel. Temporary window signs shall be limited to 20 percent of the window area.

3. Duration. No temporary sign shall be in place for more than 30 days, and after removal, the site shall be free from temporary signs for a minimum of 30 days.

~~I~~**J.** Wall signs. The following standards apply to wall signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. Wall signs may be located on the building frontage facade, and on any other building face where approved by the review authority.

2. The area of the largest wall sign shall not exceed seven percent of the area of the building facade on which the sign is mounted or painted, including the area of windows, doors, recesses, and the flat plane projection of sloping roofs.

3. The signs shall not project from the surface upon which they are attached more than required for construction purposes and in no case more than 12 inches.

4. The signs shall not project above the eave line or the edge of the roof of a building.

5. The signs shall not be placed so as to interfere with the operation of a door or window.

~~J~~**K**. Window signs. The following standards apply to window signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. Permanent window signs.

   a. Signs shall be allowed only on windows located on the ground level and second story of a building frontage.

   b. Permanent window signs shall not occupy more than 20 percent of the total window area.

   c. Signage shall consist of individual letters, logos, or symbols applied to the glass surface; however, neon signs with transparent backgrounds may be hung inside the window glass line.

2. Temporary window signs. Temporary window signs **are** ~~may be~~ allowed **without a sign permit if the sign complies with** ~~**subject to**~~ the following **requirements.** ~~limitations~~.

    a. The signs may be displayed inside a window for a maximum of ~~**15**~~ **30** days.

    b. The area of the signs shall not exceed 20 percent of the total window area, including permanent signs.

    c. Signs shall only be located within the ground-floor windows of the structure.

36.320.110 Definitions.

As used in this Division, the following terms and phrases shall have the meaning ascribed to them in this Section, unless the context in which they are used clearly requires otherwise.

A-Frame Sign. See "Portable Sidewalk Sign."

Abandoned Sign. A sign that no longer advertises a business, lessor, owner, product, service or activity on the premises where the sign is displayed.

Awning Sign. A sign copy or logo attached to or painted on the valence of an awning.

Banner, Flag, or Pennant. Cloth, bunting, plastic, paper, or similar non-rigid material used for advertising purposes attached to a structure, staff, pole, line, framing, or vehicle, not including official flags of the United States, the State of California, and other states of the nation, counties, municipalities, official flags of foreign nations and nationally or internationally recognized organizations.

Bench Sign. Copy painted on a portion of a bench.

Blinking or Flashing Sign. A sign that contains an intermittent or sequential flashing light source.

Can Sign (Cabinet Sign). A sign that contains all the text and/or logo symbols within a single enclosed cabinet and may or may not be internally illuminated.

Changeable Copy Sign. A sign designed to allow the changing of copy through manual, mechanical, or electrical means including time and temperature.

Directional Sign. An on-site sign which is designed and erected solely for the purposes of directing vehicular and/or pedestrian traffic within a project.

Double-Faced Sign. A sign constructed to display its message on the outer surfaces of two identical and/or opposite parallel planes.

Electronic Reader Board Sign. A sign with a fixed or changing display composed of a series of lights, but not including time and temperature displays.

Freestanding/Monument Sign. An independent, freestanding structure supported on the ground having a solid base as opposed to being supported by poles or open braces.

Ground Mounted Sign. A sign fixed in an upright position on the ground not attached to a structure other than a framework, pole or device, erected primarily to support the sign. Includes monument signs and pole signs.

Illegal Sign. An illegal sign is any sign:

1. Erected without first complying with all regulations in effect at the time of its construction or use;

2. That was legally erected, but whose use has ceased, the structure upon which the display is placed has been abandoned by its owner, or the sign is not being used to identify or advertise an ongoing business for a period of not less than 90 days;

3. That was legally erected which later became nonconforming as a result of the adoption of an ordinance, the amortization period for the display provided by the ordinance rending the display conforming has expired, and conformance has not been accomplished;

4. That was legally erected which later became nonconforming and then was damaged to the extent of 50 percent or more of its current replacement value;

5. That is a danger to the public or is unsafe;

6. Which is a traffic hazard not created by relocation of streets or highways or by acts of the City; or

7. That pertains to a specific event, and five days have elapsed since the occurrence of the event.

Indirectly Illuminated Sign. A sign whose light source is external to the sign and which casts its light onto the sign from some distance.

Internally Illuminated Sign. A sign whose light source is located in the interior of the sign so that the rays go through the face of the sign, or light source which is attached to the face of the sign and is perceived as a design element of the sign.

Marquee (Canopy) Sign. A sign which is attached to or otherwise made a part of a permanent roof-like structure which projects beyond the building wall in the form of a large canopy to provide protection from the weather.

Menu Board. An incidental sign which is attached to the structure of an eating or drinking establishment (restaurant, pub, café, microbrewery, diner, dessert shop, bar, etc.) that typically displays available menu items and other incidental information for the establishment.

Moving Sign. A sign which uses movement, lighting, or special materials to depict action or create a special effect to imitate movement.

Nonconforming Sign. An advertising structure or sign that was lawfully erected and maintained prior to the adoption of this Zoning Code, but does not now completely comply with current regulations.

Obscene Sign. Signage when taken as a whole, which to the average person applying contemporary statewide standards, appeals to prurient interest and as a while depicts or describes in a patently offensive way sexual conduct which lacks serious literary, artistic, political or scientific value.

Off-Site Directional Sign. A sign identifying a publicly owned facility, emergency facility, or a temporary subdivision sign, but excluding real estate signs.

Off-Site Sign. A sign identifying a use, facility, service, or product which is not located, sold, or manufactured on the same premise as the sign or which identifies a use, service, or product by a brand name which, although sold or manufactured on the premise, does not constitute the principal item for sale or manufactured on the premise.

Permanent Sign. A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.

Pole/Pylon Sign. An elevated freestanding sign, typically supported by one or two poles or columns.

Portable Sign. A sign that is not permanently affixed to a structure or the ground.

Portable Sidewalk Sign. A temporary "a-frame" or "sandwich board" sign that is placed on a public sidewalk to advertise a nearby business.

Projecting Sign. A sign other than a wall sign suspending from, or supported by, a structure and projecting outward. Includes blade signs.

Roof Sign. A sign constructed upon or over a roof, or placed so as to extend above the edge of the roof.

Sign. A structure, device, figure, display, message placard, or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended, or used to advertise, or to provide information in the nature of advertising, to direct or attract attention to an object, person, institution, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. Does not include murals, paintings and other works of art that are not intended to advertise or identify any business or product.

Sign Area. The entire area within a perimeter defined by a continuous line composed of right angles using no more than four lines which enclose the extreme limits of lettering, logo, trademark, or other graphic representation.

Suspended Sign. A pedestrian-oriented sign that is suspended from the underside of a canopy, arcade structure, or similar structure.

Temporary Sign. A sign intended to be displayed for a limited period of time and capable of being viewed from a public right-of-way, parking area or neighboring property.

Vehicle Sign. A sign which is attached to or painted on a vehicle which is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.

Wall Sign. A sign which is attached to or painted on the exterior wall of a structure with the display surface of the sign approximately parallel to the building wall.

Window Sign. A sign posted, painted, placed, or affixed in or on a window exposed to public view. An interior sign which faces a window exposed to public view and is located within three feet of the window.

~~**36.350.120 (Mixed Use Projects)**~~

~~**A. Applicability. The following provisions apply to commercial projects that integrate retail and/or office uses with residential uses on the same parcel.**~~

~~**B. Density. The maximum residential component of a mixed use project shall be 24 dwelling units per acre.**~~

~~**C. Location of uses. Commercial and residential uses within a mixed-use project shall be fully separated, with residential units limited to the rear portion of the first story, and/or on the second and higher stories.**~~

36.350.200 Residential Uses—Accessory Dwelling Units (ADUs).

A. Definitions. *No changes are proposed to this section.*

B. Applicability. *No changes are proposed to this section.*

C. Applications. Pursuant to Government Code Section**s** ~~**65852.2**~~ **66316 and 66317** applications for accessory dwelling units shall be considered ministerially (staff-level approval based on objective standards) within 60 days after the application is deemed complete. **If the permit application for an**

accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the action on the accessory dwelling unit permit may be delayed until the city approves or denies the permit application to create the new single-family or multifamily dwelling, however, the accessory dwelling unit permit application shall be considered without discretionary review or hearing. The application for the creation of an ADU or JADU shall be deemed approved if the local agency has not acted on the application within 60 days from the date it is deemed complete. The application process and requirements shall be set forth in a written document provided by the Planning Department.

1. Timing of concurrent applications. An applicant may submit an application to construct an ADU concurrently with other proposed development, such as new construction of or an addition to an existing primary dwelling. The following shall apply in these cases:

    a. New construction of primary dwelling unit, with attached ADU/JADU or detached ADUs. Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the ADU/JADU application may be deemed complete and approved. ADU applications submitted prior to the construction of a primary dwelling unit which was subject to discretionary review and which conflict with the conditions of approval for the primary dwelling unit shall be denied unless the primary dwelling unit conditions of approval are first amended.

    b. Conversions of existing accessory structures. The ADU application for conversion of a detached accessory structure may be approved within 60 days after it has been deemed complete, regardless of a concurrent application for an addition to the primary dwelling. If the conversion is a garage that removes existing parking, replacement parking for the primary structure shall not be required, and the proposed addition to the primary dwelling shall not require additional parking.

    c. Additions to existing primary dwelling unit with proposed attached ADU/JADU. Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the attached ADU/JADU application may be deemed complete and approved, unless the ADU application is for a conversion. See Subsection J below for historic properties.

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

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

D. Ownership. An ADU ~~**or**~~ **may be sold or conveyed to low- or moderate-income persons separately from the primary dwelling unit in accordance with Government Code Sections 66340 and 66341, as may be amended from time to time, if the ADU is built or developed by a qualified nonprofit corporation meeting state law requirements. A** JADU may not ~~**be owned or**~~ **be** sold separately from the primary dwelling. The City may require a deed restriction in a form approved by the City Attorney to **memorialize and** enforce the restrictions set forth in **state law**.

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

E. Development standards for ADUs on single-family properties. The following standards apply to ADU development on a property that is not a historic property (see subsection (J) of this section **for historic property standards**). **ADU development meeting the criteria of Government Code Section 66323(a)(1) through (4) shall not be subject to any objective development or design standards beyond those set forth in Government Code Section 66323.**

1. Location.

a. Number of ADUs. One ADU, either attached or detached, and one JADU shall be allowed on a single-family property. **Pursuant to Government Code Section 66323, a property owner may also convert an existing structure to an ADU, in addition to the ADU and JADU listed above.**

b. Location on site. *No changes are proposed to this section*

c. Hillside locations. An ADU on a hillside property may be attached **to** or detached **from the primary dwelling unit**, in a location within, behind or underneath the primary dwelling, underneath a parking bridge even if it is closer to the front property line than the primary dwelling, or as a conversion of existing space. ~~**A hillside development permit may be required, consistent with SPMC 36.340.**~~

d. Location in front of primary dwelling. If 50 percent or more of the existing primary dwelling is located in the rear one-third of a property that is not a historic property, an attached or detached ADU shall be allowed in front of the primary dwelling as follows:

i. Ministerial review (staff approval). For an ADU that is one story, not more than 850 square feet for a unit with up to one bedroom or 1,000 square feet if the unit includes two or more bedrooms, and maximum 16 feet in height.

ii. ~~**Design Review Board**~~ **Planning Commission Chair** approval. For an ADU that exceeds the standards of subsection (E)(1)(d)(i) of this section, and is no more than 1,200 square feet in size and maximum two stories not to exceed a height of 18 feet for a flat roof, plus a one-foot parapet, and 22 feet for a pitched roof.

e. Standards for ADUs in front of primary dwelling. *No changes to this section*

2. Floor Area. Floor area of an ADU that exceeds the property's lot coverage and floor area ratio (FAR) requirements shall be permitted as required by Government Code ~~**65852**~~ **66321** and as specified in this subsection. An ADU which is proposed to exceed lot coverage and floor area ratio (FAR) as described below shall not be approved, unless the size is reduced to comply with this subsection. For purposes of development of other structures on the property, the floor area of an existing ADU shall be counted in the calculation of the property's total lot coverage and floor area ratio, except that when an existing garage has been converted or partially converted to an ADU and no other garage has been or is proposed to be constructed on site; up to 500 square feet of such garage conversion shall not be counted toward lot coverage and floor area ratio.

a. New construction attached ADU. *No changes are proposed to this section*

b. New construction detached ADU. *No changes are proposed to this section*

c. Conversion ADUs. *No changes are proposed to this section*

d. Junior accessory dwelling units (JADUs). *No changes are proposed to this section*

3. Height limits. The maximum height of an attached or detached new accessory dwelling unit shall not exceed the following limits**, subject to Government Code Section 66321(4)(B)**. For purposes of this section, "story" shall mean a distinct level of living space, excluding loft area that is open to living space below:

   a. For a one-story ADU: 16 feet to top of parapet or pitched roof. **A height of 18 feet may be allowed for a detached accessory dwelling unit on a lot with an existing or proposed single-family dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two feet in height may be allowed to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit**.

   b. *No changes are proposed to this section*

   c. For a conversion ADU (without an expansion): the height of the existing structure.

   d. A height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling." (Govt. Code Section 66321(b)(4)(D)).

   e. Notwithstanding the maximum height requirements, in no case shall an accessory dwelling unit exceed two stories.

4. Setbacks. *No changes are proposed to this section*.

   a. *No changes are proposed to this section*

5. *No changes are proposed to this section*

6. Standards for JADUs (see also subsection (I) of this section). *No changes are proposed to this section*

   a. *No changes are proposed to this section*

   b. *No changes are proposed to this section*

F. Development standards for ADUs on multifamily and mixed-use properties. **ADU development meeting the criteria of Government Code Section 66323(a)(1) through (4) shall not be subject to any objective development or design standards beyond those set forth in Government Code Section 66323.**

1. Where these standards conflict with the design standards set forth in subsection (J) of this section for historic properties, the standards set forth in subsection (J) of this section shall control.

2. Number of detached ADUs. Not more than ~~**two**~~ **eight** detached accessory dwelling units may be located on lots with a**n existing** multifamily dwelling**, provided that the number of accessory dwelling units shall not exceed the number of existing units on the lot. On a lot with a proposed multifamily dwelling not more than two detached accessory dwelling units shall be permitted**.

3. Setbacks. An accessory dwelling unit shall comply with the front yard setback requirements of the applicable zoning district (see Article 2, Zoning Districts, Allowable Land Uses, and Zone-Specific

Standards), except that no setback shall be required for the conversion of an existing structure, and a setback of no more than four feet from the side and rear lot lines shall be required for new construction.

~~3~~4. Detached ADU standards. The accessory dwelling units shall maintain four-foot side and rear yard setbacks, and shall not exceed **~~16~~18** feet for a one-story structure or, for a two-story structure, 18 feet for a flat roof, plus a one-foot parapet, or 22 feet for a pitched roof. **A height of 18 feet may be allowed for a detached accessory dwelling unit on a lot with an existing or proposed multi-family dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two feet in height may be allowed to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.**

5. **Attached ADU standards. A height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling." Govt. Code Section 66321(b)(4)(D).**

6. Conversion ADUs. Non-livable space within the existing building envelope on lots with a multifamily dwelling, including storage rooms, boiler rooms, passageways, attics, basements, or garages, may be converted into accessory dwelling units if each unit complies with State building standards for dwellings and on the condition that the number of accessory dwelling units created do not exceed 25 percent of the number of existing multifamily dwelling units, or at least one unit, including the accessory dwelling units created. **The term "livable space" shall have the meaning set forth in Government Code Section 66313(e) as it may be amended from time to time.**

G. Development standards applicable to ADUs on all properties. **ADU development meeting the criteria of Government Code Section 66323(a)(1) through (4) shall not be subject to any objective development or design standards beyond those set forth in Government Code Section 66323.**

1. Two-story ADUs. Except as approved by the **~~Design Review Board~~ Planning Commission Chair** pursuant to subsection (E)(1)(d) of this section, a two-story ADU shall comply with the following standards as applicable **unless otherwise exempted by state law**. Where these standards conflict with ADU design standards set forth in subsection (J) of this section for historic properties, the standards set forth in subsection (J) of this section shall control.

   a. Windows. Where primary dwelling units are not allowed to build within six feet of the property line, the following shall be required: on second-floor elevations with setback less than six feet from a property line shared with adjacent residential parcels, only fixed windows, or fixed panes of a window assembly, composed of plain obscured glass (such as frosted) with no color shall be placed in the area up to five feet above the interior floor height. Any clear window or window pane on these elevations shall be placed so that the bottom of the clear glass is at least five feet above the interior floor height.

   b. Balconies. Balconies shall only be allowed on elevations facing the interior of the property, e.g., facing the primary dwelling and/or the back yard area directly behind the primary dwelling. In the case of an ADU on a corner lot, a balcony may face the adjacent street.

   c. Setbacks for second floor. The second floor of an ADU shall be set back a minimum of four feet from the side and rear property lines.

i. Notwithstanding the above, a second-floor ADU proposed above an existing accessory structure shall be allowed to maintain the same setback as an existing wall provided the wall is at least three feet from the property line.

d. Second-floor articulation. Thirty percent of the side and rear wall plane above the first floor shall be articulated with minimum 18-inch recesses.

2. Separate entrance. An attached ADU shall have an outdoor entrance that is separate from the primary dwelling.

3. Interior facility requirements. An ADU shall provide living quarters independent from the primary dwelling, including living, sleeping, permanent provisions for cooking and a bathroom.

4. Utilities. An ADU may have shared or separate utility services (e.g., an electrical and/or gas meter) from the primary dwelling.

5. Mechanical equipment. Outdoor equipment associated with electric split or mini-split heating and cooling systems dedicated solely to an attached or detached ADU may be placed in the rear yard setback area.

H. Parking.

1. Exemptions. With the exception of subsection (I)(1) of this section, no off-street parking shall be required for an ADU or JADU if:

a. The ADU is located within one-half mile walking distance of a bus stop or light rail station.

b. When on-street parking permits are required but not offered to the occupant of the ADU.

c. The ADU is within a historic district or an eligible historic district, or a designated historic property, as identified by the National Register for Historic Places, the California Register for Historic Places, or the City's Cultural Heritage Ordinance.

d. The ADU or JADU is within the existing primary dwelling.

e. There is a car share vehicle located within one block of the ADU.

2. Parking required. Parking shall be required for an accessory dwelling unit under the following conditions (see also subsection (I)(1) of this section):

a. If the ADU does not qualify for an exemption based on the list above, in which case one off-street parking space shall be required.

b. If the ADU or ADUs are within a multifamily property, in which case one off-street parking space shall be required per three accessory dwelling units, or fraction thereof. The requirement shall be cumulative if ADUs are built sequentially.

I. High risk fire areas. The areas of the City defined as "high risk fire areas" pursuant to SPMC 14.1 are subject to additional requirements for parking and fire sprinklers due to topographic and climatic conditions which create public safety risks, including accessibility of fire apparatus on narrow streets, and delay times in evacuation and response due to accessibility challenges. Requiring parking on site is intended to reduce parking on the narrow streets, in order to increase accessibility of fire apparatus and facilitate evacuation; use of fire sprinklers in new development helps control the spread of small fires, which promotes effectiveness in controlling a fire in early stages, allowing for responding fire apparatus and suppression crew to arrive on scene and deploy industry-standard preconnected 250-foot hose lines or standard hose packs as necessary to reach and defend

occupants and structures. Based on these findings of public safety necessity, proposed ADUs and JADUs in the high risk fire area shall be subject to the following additional requirements:

1. Parking. If the property is located adjacent to a narrow street, defined as a street with a width of less than 28 feet, one off-street parking space shall be provided. The ADU may not displace existing parking for the primary residence. Notwithstanding, a garage may be converted to an ADU if all removed parking spaces are provided elsewhere on the property for the primary dwelling in addition to the parking space to be provided for the ADU.

2. Fire sprinklers. Fire sprinklers shall be required.

3. Distance from front property line. A detached ADU shall be located within 150 feet of the front property line in order to facilitate emergency fire access, including deployment of an industry-standard, preconnected 250-foot hose line. Notwithstanding, for flag lots, for the purpose of deploying industry-standard hose packs, the ADU may be located within 100 feet of a dry standpipe installed on the property with approval of the Fire Chief.

J. Design standards for historic properties. **ADU development meeting the criteria of Government Code Section 66323(a)(1) through (4) shall not be subject to any objective development or design standards beyond those set forth in Government Code Section 66323.**

1. Applicability. ADUs proposed for development on a historic single- or multifamily property shall comply with the design standards set forth in this subsection and the South Pasadena Design Guidelines for ADU Development on Historic Properties. The following types of ADUs are permitted on historic properties:

   a. Conversion of an existing accessory structure, with or without additional floor area.

   b. New construction of a detached ADU.

   c. JADUs within the envelope of the existing primary dwelling, consistent with the requirements of subsection (J)(8)(f) of this section.

2. Exemptions. Detached ADUs and accessory structure additions on a historic property that are not visible from the public right-of-way are not subject to compliance with this subsection or the South Pasadena Design Guidelines for ADU Development on Historic Properties. Visibility from the public right-of-way for this purpose shall be determined as follows:

   a. Visibility of the structure from the street immediately in front of and within 10 feet on either side of any street-adjacent property line(s). This shall include both adjacent streets for corner properties. An alley is not considered a public right-of-way for this purpose.

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

3. Procedures. Detached ADUs subject to requirements of this subsection shall require ministerial (staff-level) approval, except in the following instances:

   a. Cultural Heritage Commission (CHC) review and approval. CHC review and approval shall be required if an application proposes new construction of a detached ADU or additions to an existing accessory structure if the proposed ADU does not comply with the standards set forth in this subsection (J).

4. Location.

a. New construction, detached ADU. Detached ADUs shall be located at the rear of the property, except as provided in subsection (J)(4)(b) of this section.

b. New construction, detached ADU in front of primary dwelling. If 50 percent or more of the primary dwelling is located at the rear one-third of a property and there is no other location on the property in which a maximum 800-square-foot ADU could be added, a detached ADU shall be allowed in front of the primary dwelling, in compliance with subsections (E)(1)(e) and (J)(8) of this section and with the following:

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

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

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

   iv. The maximum height of the ADU in front of the primary dwelling shall be ~~16~~ **18** feet.

c. Accessory structure additions. If an accessory structure is subject to the provisions of this subsection (J), the addition shall not be attached to the front facade (the facade containing the main/vehicular entrance) of the accessory structure.

5. Size and height limits. ADUs shall comply with the size and height standards set forth in subsection (E)(3) of this section as well as the following, in order to avoid an adverse impact on the historic property. In case of conflict, these standards shall apply:

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

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

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

      i. If the historic property is on a hillside lot and contains a one-story primary dwelling, a two-story ADU shall be permitted if the ADU is located downslope and at the rear of the property so that it is still lower than the height of the primary dwelling as viewed from the public right-of-way.

6. Demolition of accessory structures.

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

7. Architectural style.

a. A new construction detached ADU subject to the requirements of this subsection (J) shall be designed as a simplified stylistic variation of its primary dwelling through the incorporation of the design elements listed in subsections (J)(8) and (9) of this section, and the South Pasadena Design Guidelines for ADU Development on Historic Properties.

b. Exterior changes to an existing accessory structure subject to the requirements of this subsection (J) shall comply with relevant requirements listed in subsections (J)(8) and (9) of this section, and the South Pasadena Design Guidelines for ADU Development on Historic Properties.

8. Required design elements.

a. Roof type/pitch for new construction detached ADUs and accessory structure additions. The roof type (flat, gable, hipped) shall match the primary dwelling or existing accessory structure (if attached to the accessory structure). The roof pitch (low, medium, steep) shall be similar to the primary dwelling/existing accessory structure and within the roof pitch range that is appropriate for the architectural style of the dwelling/structure as specified in the Design Guidelines for ADU Development on Historic Properties.

b. Roof material. New roof materials for a new construction detached ADU or an accessory structure conversion/addition shall match the primary dwelling or the existing accessory structure (if attached to the accessory structure), with the following exceptions. Vinyl tiles and cement shakes are prohibited.

i. Composition shingle roofing is an acceptable alternative to wood shingle.

ii. Cement tile roofing is an acceptable alternative to clay tile.

iii. Solar shingle roofing is an acceptable alternative to asphalt composition or wood shingle roofing.

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

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

i. Accessory structure conversions/additions. Existing garage doors may be replaced with new doors or infilled; provided, that the framing to the original opening is preserved.

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

f. Entrances and new windows in junior accessory dwelling units (JADUs). JADU entrances and new windows, if required by building code, shall be located on a secondary (non-street facing) facade, or the facade that does not contain the main entrance to the primary dwelling (if on a corner lot property), where feasible.

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

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

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

1. The City may impose a fee on the applicant in connection with approval of an ADU for the purpose of defraying all or a portion of the cost of public facilities related to its development, as provided for in Government Code Sections ~~**65852.2(f)(1)**~~ **66324(a)** and 66000(b).

2. The City will not consider an ADU to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU was part of an application for a new single-family dwelling.

3. The City shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. Units that are deed restricted, that rent can be no more than 80 percent of area median income (AMI), are exempt from impact fees.

4. The City shall collect school impact fees pursuant to the State law for development of an ADU or JADU.

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

36.375.060 Alternatives to On-Site Provision.

As an alternative to developing required inclusionary units within an affected residential project, the requirements of this division may be satisfied by the following ~~**as applicable to the size of the project**~~:

A. For ~~**rental projects of three or four units or for**~~ any ownership project: payment of an in-lieu fee as established by City Council resolution and updated from time to time as deemed appropriate, subject to the provisions of SPMC 36.375.110 (In-Lieu Fee Payment and Administration).

B. For **any** rental project~~**s of five or more units**~~, the applicant may choose one of the following, subject to Planning Commission approval:

1. Provision of an equivalent number of off-site units consistent with SPMC 36.375.050 (Inclusionary Unit Requirement) above, subject to the provisions of SPMC 36.375.100(A) (Deed restriction). The following shall apply to this alternative:

a. The off-site units shall be located on a property within 1,500 feet of the proposed project, or in a comparable neighborhood as determined by the Planning Commission.

b. The affordable units shall be of comparable size and quality to the market rate units in the proposed project and subject to the relevant standards in SPMC 36.375.070 (Standards Governing Inclusionary Units).

2. Rehabilitation/conversion of an equivalent number of existing units to affordable units consistent with SPMC 36.375.050 (Inclusionary Unit Requirement) above, subject to the provisions of SPMC 36.375.100(A) (Deed restriction). The following shall apply to this alternative:

    a. The acquisition and rehabilitation shall be applied to market rate units within the City and the conversion of those units to affordable units;

    b. Eligible improvements. The rehabilitation of the market rate units shall improve the units' structural integrity and livability to include improvements to the roofing, flooring, plumbing, heating, and air conditioning as applicable.

3. Dedication of land that is zoned and developable for housing, subject to City Council acceptance, greater or equal to the average cost of construction of the units within the project, with the valuation subject to Planning Commission approval.

- **Article 4 Zoning Approval Procedures**

36.400.020 Authority for Land Use and Zoning Decisions.
Table 4-1 (Review Authority) identifies the City official or body responsible for reviewing and making decisions on each type of application, land use permit, and other approvals required by this Zoning Code. **For Cultural Heritage Commission, see SPMC Chapter 2 (Administration).**

TABLE 4-1. REVIEW AUTHORITY						
Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	~~DRB (2)~~	~~CHC (3)~~ PC Chair (2)	Planning Commission	City Council
Administrative Modification	36.410.070	Decision (~~4~~3)		-	Appeal	Appeal
Administrative Use Permit	36.410.060	Decision (~~4~~3)		-	Appeal	Appeal
Affordable Housing Review	36.370			-	Decision	Appeal
CEQA Certification/ Adoption	36.400.070			Certify (6)	Certify (~~5~~4) (6)	Certify (~~5~~4) (6)
~~Certificate of Appropriateness~~	~~See Municipal Code~~	-	-	~~Decision (9)~~	-	~~Appeal~~
Conditional Use Permit	36.410.060			-	Decision	Appeal
Density Bonus Review	36.370	Decision		-		
Design Review (~~6~~5)	36.410.040	Decision	~~Decision~~	Decision	Appeal	~~Appeal~~
Design Review for Mixed-Use or Multi-Family of 7 dwelling units or more, or Not-Exempt from CEQA (~~7~~5)	36.410.040		~~Sub-committee (10)~~	-	Decision	Appeal
Development Agreement	36.430			-	Recommend	Decision
Emergency Shelters	36.350.250	Decision		-		
General Plan Amendment	36.620			-	Recommend	Decision
Hillside Development Permit – New structures	36.410.065			-	Decision	Appeal
Home Occupation Permit	36.410.030	Issued		-		
Ministerial Review	**36.410.040**	**Decision**			**Appeal**	
Minor Design Review	36.410.040	Decision (42), ~~(8)~~		-	Appeal	Appeal
Minor Hillside Development Permit – Modifications to	36.410.065	**Decision**		**Decision**	Appeal	Appeal

TABLE 4-1. REVIEW AUTHORITY						
Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	~~**DRB (2)**~~	~~**CHC (3)**~~ **PC Chair (2)**	Planning Commission	City Council
existing structures **(7)**						
Parking Use Permit	36.410.090	Decision		-	Appeal	Appeal
Planning Clearance	36.410.020	Issued		-		
Planned Development Permit	36.410.100			-	Decision	Appeal
Reasonable Accommodation	36.400.110	Decision		-	Appeal	Appeal
Sign Permit **(8)**	36.320	**Decision**	~~**Decision**~~	**Decision**	Appeal	Appeal
Single Room Occupancy	36.350.260	Decision		-		
Specific Plan	36.440			-	Recommend	Decision
Temporary Use Permit	36.410.050	Issued		-		
Valet Parking Use Permit	36.310.111			-	Decision	Appeal
Variance	36.410.080			-	Decision	Appeal
Zoning ~~**Text**~~ **Code** Amendment	36.620			-	Recommend	Decision
Zoning Code Interpretation	36.110	Decision (**43**)		-	Appeal	Appeal
Zoning Map Amendment	36.620			-	Recommend	Decision

Notes:

(1) "Recommend" means that the review authority makes a recommendation to a higher decision-making body; "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Division 36.610 (Appeals); and "Issued" means the nondiscretionary permit shall be granted by the Director.

~~**(2) "DRB" means the Design Review Board. (See SPMC 36.410.040.)**~~

~~**(3) "CHC" means the Cultural Heritage Commission. (See Municipal Code.)**~~
(2) PC Chair means the Chair of the Planning Commission or his/her designee (See 36.410.040.D.2).

(**43**) The Director may defer action on zoning approval applications and refer the items to the Commission for the final decision. ~~**In a similar manner, the Director may defer action on a Design Review application and refer the item to the DRB for the final decision.**~~

(~~**54**~~) The Planning Commission and Cultural Heritage Commission shall certify/approve the CEQA documents, except in those instances where the Council has final review authority for the application, in which case the Planning Commission and/or Cultural Heritage Commission provide recommendation on the CEQA documents to City Council. When a Certificate of Appropriateness is part of a project that requires Planning Commission approval, the Cultural Heritage Commission is the recommending body to

TABLE 4-1. REVIEW AUTHORITY						
Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	~~DRB (2)~~	~~CHC (3)~~ **PC Chair (2)**	Planning Commission	City Council
the Planning Commission for the Certificate of Appropriateness and associated CEQA and technical documents relating to historic resources. (~~6~~**5**) Design Review of all structures is required pursuant to SPMC 36.410.040. (~~7~~**6**) CEQA means the California Environmental Quality Act. **~~(8) Decision is by the Planning Director or Chair of the Design Review Board.~~** **~~(9) If a Certificate of Appropriateness is associated with an application requiring approval by the Planning Commission, the Cultural Heritage Commission shall be the recommending body to the Planning Commission for the Certificate of Appropriateness and the associated environmental and technical documents relating to historic resources (see SPMC 36.400.030).~~** **~~(10) A subcommittee (two members) of the Design Review Board shall work with staff in reviewing the design component of the project.~~** **(7) For Minor Hillside Development Permits, the Director reviews applications for up to 500 square feet of additional floor area; the PC Chair reviews applications that exceed 500 square feet of additional floor area.** **(8) Signs on historic buildings shall require approval by the chair of the CHC. (See also 36.320.070.A.1 and Table 3-9)**						

36.400.040 Application Preparation and Filing.

The preparation and filing of applications for zoning approvals, amendments (e.g., General Plan, Zoning Code, Zoning Map, and specific plan), and other matters pertaining to this Zoning Code shall comply with the following requirements:

A. Pre-application review.

1. A prospective applicant or agent is strongly encouraged to request a pre-application review with the Department before completion of project design and the formal submittal of a zoning approval application.

    a. If the project is for development on slopes **of 20% or** greater ~~than 30 percent~~, a pre-application review is required prior to applying for the Hillside Development Permit.

2. A pre-application review, accompanied by preliminary project plans and designs and the required filing fee, will be reviewed by affected City departments and other selected agencies.

3. The reviewing City staff members will inform the applicant of requirements as they apply to the proposed project, provide a preliminary list of issues that will likely be of concern during formal application review, suggest possible alternatives or modifications to the project, and identify any technical studies that may be necessary for the environmental review process when a formal application is filed.

4. Neither the pre-application review nor information and/or pertinent policies provided by the Department shall be construed as a Department recommendation for approval or disapproval of the application or project.

B. Application contents and fee. *No changes are proposed to this section*

C. Eligibility, filing. *No changes are proposed to this section*

D. Filing date. *No changes are proposed to this section*

~~**36.400.045 Major Project Review.**~~

~~**The purpose of the major project review is to allow the City to review major projects in an efficient and expeditious manner with the support of qualified, independent planning consultants. In furnishing project-specific expertise and planning services, the consultants are acting as independent contractors; are to furnish such services in their own manner and methods; have no conflicts of interest with the City or applicant; and are in no respects to be considered officers, employees, servants or agents of the City.**~~

~~**A. Definition. Major project reviews will be required for the following projects:**~~

~~**1. Master plans or amendments to master plans;**~~

~~**2. Multi-family projects consisting of seven or more dwelling units;**~~

~~**3. Projects involving new construction of more than 10,000 square feet of nonresidential gross floor area;**~~

~~**4. General Plan amendments;**~~

~~**5. Zoning Code amendments; or**~~

~~**6. Other complex projects at the discretion of the Planning and Community Development Director.**~~

~~**B. Procedures.**~~

~~**1. Scheduling. Within 10 days of receipt of a project application by an applicant, the City shall determine whether the proposed project requires a major project review.**~~

~~**2. Assigned consultant. If the City determines that a proposed project falls within the definition of major project, the City will assign a consultant under contract with the City and with the appropriate planning expertise to facilitate the major project review. At the conclusion of the major project review, the City will make the final determination with respect to the review by ultimately exercising its independent judgment on the proposed project and its related entitlements in compliance with all applicable federal, state, and local laws and regulations.**~~

~~**3. Fee. The applicant shall be responsible to reimburse the City for the actual cost of the major project review.**~~

~~**4. Deposit of estimated fee. Upon request for eligible major project review, staff will provide a written estimate to the applicant for the cost of the consultant plus a 10 percent administrative fee for the administrative cost associated with the City implementing the major project review of the applicant's project. Prior to initiation of the major project review the applicant shall advance 50 percent of the total estimated fee amount to the City as a deposit. The City will draw funds from the deposited account as needed to reimburse the cost of the consultant plus the 10 percent administrative fee. City shall maintain a written record of accounting of the balance of the deposited**~~

~~account. Applicant shall deposit the remaining 50 percent estimated fee when notified to do so by staff. Applicant shall deposit any additional funds necessary to complete the major project review, as determined by the Director. City shall not perform major project reviews unless sufficient funding, as determined by the Director, is on deposit with the City for this purpose. Upon the completion of the major project review, the City's discretionary action on the proposed project, and payment in full of the City's costs of the consultant, any funds remaining unused in the applicant's deposited account shall be returned to the applicant.~~

~~5. Filing date. The filing date of an application requiring major project review shall be the date on which the Department receives the last submission of all materials required in compliance with SPMC 36.400.060 and this section and deposits of all fees required by subsection (B)(4) of this section and deemed complete by the Director.~~

36.400.070 Environmental Assessment

After acceptance of a complete application, the project shall be reviewed as required by the California Environmental Quality Act (CEQA)~~ and the South Pasadena Environmental Review Guidelines~~.

36.410.020 Planning Clearances.

A. Purpose of section. *No changes are proposed to this section*

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

1. Planning clearance required. *No changes are proposed to this section*

a. Specifically, a planning clearance shall be required for:

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

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

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

ii. Penalty for tree violations. Pursuant to SPMC 34.16 (Violations) of Chapter 34 SPMC (Trees and Shrubs), it is unlawful for any person to remove or transplant any significant or mature heritage tree, a significant or mature native species tree, or a significant or mature oak tree from any property within the City unless a tree removal permit is first obtained from the City. It is unlawful for any person to trim or prune more than 20 percent of the live foliage or limbs of any significant or mature heritage tree located within the City within any 12-month period, or cause the same to be done, without first obtaining a tree trimming permit from the City. It is unlawful for any person to trim or prune more than 10 percent of the live foliage or limbs of any significant or mature oak or significant or mature native species tree located within the City within any 12-month period, or cause the same to be done, without first obtaining a tree trimming permit from the City. It is unlawful for any person to damage or cause to be damaged any significant or mature heritage tree, a significant or mature oak tree, or a significant or mature native species tree located within the City.

It is unlawful for any person to remove any significant or mature tree or shrub from the parkway area between a sidewalk or private property line and street curb, without the written permission of the Public Works Director or designee.

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

iii. For purposes of this section, the prohibition period for issuance of building permits shall commence on the date the City had actual knowledge of the violation. The owner shall have the burden of proving an earlier commencement date, if entitlement to an earlier date is claimed.

iv. Notwithstanding the aforementioned penalty, building or construction-related permits may be issued if in the opinion of the Director **~~of Planning and Building~~** they are necessary for the preservation of public health, safety or welfare.

(3) A change of ownership or tenancy of an existing nonresidential structure or use, which shall be filed before reuse or reopening under the new ownership or business name.

b. Following the occurrence of a bona fide emergency (e.g., natural disaster, etc.), as determined by the Council, an Emergency Building Permit and Temporary Planning Clearance may be issued by the appropriate City departments with adequate security, provided in compliance with Section 36.420.030 (Performance Guarantees), in order to provide for an expeditious zoning approval review and reconstruction process.

c. No person shall occupy or use any newly constructed or altered structure, alter any structure, or change any use, or type or class of use, without first applying for and obtaining the required Planning Clearance.

2. Business License required. A Business License is required for all nonresidential (e.g., commercial office and retail, industrial, etc.) activities in compliance with Municipal Code Chapter 18 (Business, Professions and Trades).

C. Review authority. *No changes are proposed to this section*

D. Conflicting licenses and zoning approvals prohibited. *No changes are proposed to this section*

<u>36.410.040 Design Review.</u>

A. Purpose. *No changes are proposed to this section*

B. Applicability.

1. Required review. The exterior impacts of all projects within the following categories are subject to Design Review.

a. Residential development. Any single-family and multi-family residential project that requires a Building Permit for any exterior construction or modification.

b. Commercial and industrial development. Any project involving the construction of, or exterior change to, any structure, landscaping, or permanent signs on a parcel or lot zoned commercial and/or industrial.

2. Exemption from review. All projects within the following categories shall be exempt from the provisions of this section.

a. All construction, work, or labor on structures or for replacement or repair, which uses the same materials and colors and which does not alter the design of the structure, including re-roofing of like-for-like material and where no structural modifications are required;

b. Emergency shelters;

c. Single room occupancy

d. Accessory Dwelling Units.

C. Application filing and processing.

1. Submittal requirements. Application for consideration of Design Review shall be made to the ~~**Planning**~~ Director on the application form provided by Planning Division, shall be accompanied by the required filing fee, and shall include such information and documents required in the Design Review Submittal Checklist form provided by the ~~**Planning**~~ Director.

2. Retention of materials. All application materials shall be retained by the City to ensure full compliance with all formal Design Review decisions.

D. Design Review Authority.

1. Planning Commission review. The Planning Commission **shall** ~~will~~ be responsible for the Design Review of the following developments:

a. As identified in subsection (B) (Applicability) of this section, all developments which require a Hillside Development Permit, a Conditional Use Permit, a Variance, a Planned Development Permit**, or any combination thereof**;

b. Multifamily developments containing seven or more units**, that are not subject to ministerial review (SPMC Section 36.410.040.D.5)**;

c. Multifamily developments containing six or fewer units not exempt from CEQA**;**

d. **For commercial and industrial structures: Additions of more than 3,000 square feet to existing structures, or any new structure of more than 3,000 square feet.**

e. New Single-family structures

~~**d**~~**f**. Any other application in which the Planning Commission is **identified in the Zoning Code as** the Review Authority **for design review**.

~~**2. Cultural Heritage Commission (CHC) review. The CHC will be responsible for the Design Review of the following:**~~

~~a. All of the developments identified in subsection (B) (Applicability) of this section which require a Certificate of Appropriateness as required by SPMC 2.58A (Cultural Heritage Commission);~~

~~b. All properties within a designated historic district;~~

~~c. Where a proposed project is subject to a Certificate of Appropriateness from the CHC and also requires an application in which the Planning Commission is the Review Authority, the CHC shall review the Certificate of Appropriateness and provide recommendations to the Planning Commission for the Certificate of Appropriateness and may also provide recommendations on the portion of the application in which the Planning Commission is the Review Authority.~~

~~3. DRB review. The DRB will be responsible for the Design Review of all of the developments identified in subsection (B) (Applicability) of this section which are not subject to Design Review by the Planning Commission, CHC, DRB Chair, or Planning Director as specified in SPMC 36.410.040.~~

~~a. A subcommittee consisting of two members of the Design Review Board shall be formed to work with staff for the Design Review of Mixed-Use or Multifamily of seven dwelling units or more, or not exempted from CEQA, as listed in Table 4-1 (Review Authority).~~

4 2. ~~DRB Chair review~~. Planning Commission Chair Review. The Planning Commission Chair ("Chair") or a Planning Commissioner delegated by the Chair who is a state-registered architect or retired from that status shall be responsible for Design Review of the developments listed below. The Chair shall form a review committee with a City planner(s) appointed by the Director to review the project design. The committee shall decide on the project's approval without a public hearing.

~~The DRB Chair shall be responsible for Minor Design Review for projects that do not change the architectural design style of existing structures. These projects are as follows~~:

~~a. Exterior modifications to all elevations of existing structures that would not change the architectural design style of the structures. This includes elevations that are visible to the street and/or above the first floor. Exterior modifications include new and different siding materials, new windows, new roofing materials, and replacement of existing front porch posts, balcony railing, and other similar changes as determined by the Planning Director and/or DRB Chair to not change the architectural design style of the existing structures.~~

a. For commercial and industrial structures: Additions to existing structures or any new structure between 500 and 3,000 square feet in floor area; exterior modifications that would result in a change of architectural style of the building.

b. For residential structures:

1. Exterior modifications to existing structures that propose to substantially change the architectural style of the structure through changes in materials including, but not limited to, new siding type, windows, roofing, front porch posts and balcony railings and other features characteristic of an architectural style that the existing structure does not reflect.

2. Additions of ~~no~~ more than 500 square feet in area, or more than 25 percent of the existing structure, whichever is less, for an outdoor structure or a habitable space. Developments that require a Minor Hillside Development Permit with more than 500 square feet in area. ~~that is not visible to street. Such additions are allowed above the first floor as long as they are not visible to the street, and do not exceed the height of the existing structure.~~

3. Rooftop mechanical equipment in RE, AM and RS Zoning Districts.

4. Freestanding/Monument Signs in excess of three feet in height (see Section 36.320.080).

5. Two-story ADUs in front of the primary dwelling (see Section 36.350.200.E.1(d)

~~**c. Subject to a Certificate of Appropriateness from the Cultural Heritage Commission in accordance with SPMC 2.58 through 2.68.**~~

~~**d. Not subject to Planning Commission review in accordance with this division and SPMC 36.340 (Hillside Protection).**~~

~~**5**~~**3**. ~~**Planning**~~ **Community Development** Director. The ~~**Planning**~~ Director shall be responsible for ~~**Minor**~~ Design Review **of the developments listed below. This review shall be conducted without a public hearing.**

a. ~~for **all** projects~~ **Developments** that **are not reviewed by the Planning Commission, Planning Commission Chair, or subject to the Cultural Heritage Ordinance (SPMC Chapter 2)**, including ~~**involve minor modifications or additions to only the first floor of an existing structure, are not visible to the street, and do not change the architectural design style of the structures. these minor projects are as follows**~~ **the following projects**:

b~~a~~. **For commercial and industrial structures:** Exterior modifications, **and new structures or additions** to existing structures ~~that **are not visible from the street or prominently visible to any adjoining properties, and not above the first floor of the structure**~~ **with no more than 500 square feet of additional floor area that would not change the architectural style of the structure**. Exterior modifications include , **but are not limited to,** new siding materials, windows, and new roofing materials.

c. For residential structures:

1. Exterior modifications to existing structures that **would not result in a change of architectural style of the structure**. Exterior modifications include, **but are not limited to,** new siding materials, windows, and new roofing materials.

2. Additions of no more than 500 square feet in area, or no more than 25 percent of the existing structure, whichever is less, for an outdoor structure or a habitable space that is not visible to the street or not above the first floor**.** ~~**except for development subject to a Minor Hillside Development Permit.**~~

d. M~~m~~odifications to existing graded and/or improved outdoor areas on a property subject to Division 36.340 (Hillside Protection), such as installation of an in-ground swimming pool, spa, patio covers, ~~**additions and**~~ accessory structures less than 500 square feet, and similar feature**s** not visible to the street.

~~**d. Not subject to a Certificate of Appropriateness from the Cultural Heritage Commission in accordance with SPMC 2.58 through 2.68.**~~

~~**e. Not on a hillside area with a slope of 30 percent or greater in accordance with SPMC 36.340 (Hillside Protection) of the South Pasadena Municipal Code.**~~

~~**6**~~**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 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. "Qualifying residential projects" are either (a) residential or mixed-use projects located on a site included in either Table VI-50 or Table VI-51 of the Adopted 2021-2029 Housing Element with at least 20 percent of the residential units reserved for lower income households, or (b) residential or mixed-use projects that are subject to the inclusionary housing requirements of SPMC 36.375. Qualifying residential projects pursuant to criterion in subsection ~~6~~(a) of this section **4** shall also qualify for priority processing as compared to other projects processed by the Community Development Department, and shall be exempt from and not subject to the Public Art Program and Public Art Development requirements of SPMC 36.390 and 36.395. **Eligible residential projects may include units for rent, for sale, or a combination of both. In the case of an eligible residential project with for-sale units, the Community Development Director shall be the review authority for any Tentative map required by the project, in accordance with State Law.**

E. Preliminary Review. *No changes are proposed to this section*

F. Scheduling of Design Review.

1. ~~**Design Review**.~~ Once an application **that requires the Commission's review** ~~**approval**~~ is deemed complete, the Director shall schedule ~~**an**~~ **the** application for ~~**Design Review**~~ **hearing** at the earliest available date following the required public notice period, concurrently**, if applicable,** with any **other** Zoning ~~**Approval**~~ applications that may be required.

~~2. Minor Design Review. Minor Design Review by the DRB Chair or Planning Director shall be considered administratively without conducting a public hearing or providing public notice prior to taking action.~~

2. Applications that require review by the Chair or Director shall be forwarded to the Chair or Director, as applicable, once the application is deemed complete. The Chair or Director shall review the application and render a decision within sixty (60) days of receipt. During the sixty-day review period ("review period"), the applicant shall make a good faith effort to be responsive to any requests from the Chair or Director and there shall be no more than three rounds of requests or questions during the review period. If applicable, the applicant shall have 15 days to respond to the first request, 10 days to response to the second request and 5 days to respond to the third request. The Chair or Director review is considered administratively without conducting a public hearing or providing public notice prior to taking action.

G Public notice. **Public Notice for Commission Design Review hearings shall be in accordance with Section 36.630.020** ~~**Not less than 10 days before the hearing, the City shall give notice to the applicant, to owners of the subject property, to site occupants if the owner does not occupy the property, in compliance with Division 36.630 (Public Hearings), for all Design Review, with the exception of Minor Design Review, as follows:**~~

~~**1. Three-hundred-foot radius notice. The following projects shall require that all owners of real property as shown on the County's latest equalized assessment roll and all legal occupants located within a 300-foot radius of the proposed project received public notification of the hearing. The 300-foot radius shall be measured from the exterior boundaries of the subject parcel to the exterior boundaries of neighboring parcels within the 300-foot radius, without reference to structures existing on the parcels.**~~

~~**a. Any project in which Design Review will occur as part of a Zoning Approval for which the Planning Commission or Design Review Board is the designated Review Authority;**~~

~~**b. Any project in which Design Review will occur as part of a Zoning Approval for which the Cultural Heritage Commission is the designated Review Authority;**~~

~~**c. Any demolition of an existing structure that does not qualify for Minor Design Review;**~~

~~**d. The construction of a new house or nonresidential structures;**~~

~~**e. A change from the existing architectural design (e.g., replacement of all existing windows with a different window style, removal and replacement of all existing exterior with different materials, a roof reconfiguration, or similar construction which alters the existing style);**~~

~~**f. An additional story to an existing structure;**~~

~~**g. Additions that are not subject to Minor Design Review.**~~

~~**2. Designated historic districts. In addition to the public noticing requirements of subsection (G)(1) of this section, when a project is located within a designated historic district the City shall give notice to all properties within the historic district.**~~

H. Design Review action. The following actions may be taken relating to any application in compliance with this Section:

1. Approval or disapproval. The Review Authority may approve or disapprove an application. Application approval may be subject to conditions as may be deemed reasonable and necessary to ensure that the findings required by subsection (I) (Required Findings) of this section and all City development standards are met. **Notice of any decision made without a public hearing shall be provided in writing to the applicant and anyone who has requested to be notified within five business days.**

2. Continuance. The Review Authority may continue consideration of an application for a period of time not to exceed 90 days. The Director may extend this period to a total of 120 days, if the applicant has made material progress and can show good cause for the extension. ~~**Should the DRB not take an affirmative action, the matter shall automatically be referred to the Planning Commission.**~~

I. Required findings. *No changes are proposed for this section*

J. Appeal of a Review Authority action. *No changes are proposed for this section*

K. Effect of Review Authority action. *No changes are proposed for this section*

L. Amendments. The Review Authority may amend the terms and/or conditions originally approved by the Review Authority upon the written request of the applicant. **If the original approval required a public hearing**, ~~or~~ the Review Authority **shall consider the request at, after** a duly noticed meeting **held** ~~**has been conducted**~~ in compliance with this section.

M. Expiration. *No changes are proposed for this section*

N. Enforcement. *No changes are proposed for this section*

36.410.050 Conditional Use Permits and Administrative Permits

A. Purpose. *No changes are proposed for this section*

B. Applicability. *No changes are proposed for this section*

C. Application filing and processing. *No changes are proposed for this section*

D. Review Authority.

1. Planning Commission. The Commission may grant a Conditional Use Permit for any use listed in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) as requiring a Conditional Use Permit.

2. ~~**Planning**~~ Director. The Director may grant an Administrative Use Permit for any use listed in Article 2 as requiring an Administrative Use Permit, or may choose to instead refer the matter to the Commission for review, hearing, and decision.

E. Project review, notice, and hearing. *No changes are proposed for this section*

F. Findings and decision. *No changes are proposed for this section*

G. Conditions of approval. *No changes are proposed for this section*

36.410.060 Conditional Use Permits and Administrative Permits

A. Purpose. *No changes are proposed for this section*

B. Applicability. *No changes are proposed for this section*

C. Application filing and processing. *No changes are proposed for this section*

D. Review Authority.

1. Planning Commission. The Commission may grant a Conditional Use Permit for any use listed in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) as requiring a Conditional Use Permit.

2. ~~**Planning**~~ Director. The Director may grant an Administrative Use Permit for any use listed in Article 2 as requiring an Administrative Use Permit, or may choose to instead refer the matter to the Commission for review, hearing, and decision.

E. Project review, notice, and hearing. *No changes are proposed for this section*

F. Findings and decision. *No changes are proposed for this section*

G. Conditions of approval. *No changes are proposed for this section*

36.410.065 Hillside Development Permits.

A-C *No changes to these sections*

D. Review authority.

1. Hillside Development Permits may be approved or disapproved by the Planning Commission.

2. Minor Hillside Development Permits may be approved or disapproved by the ~~**Design Review Board (DRB), DRB**~~ **Planning Commission** Chair or ~~**Planning**~~ **by the** Director in accordance with SPMC 36.410.040.

E-G *No changes to these sections*

36.410.070 Administrative Modifications.

A-B *No changes to these sections*

TABLE 4-2. ALLOWABLE ADMINISTRATIVE MODIFICATIONS		
Types of Administrative Modification Allowed		Maximum Adjustment
1.	Dwelling unit sizes. A decrease in the minimum square footage requirements for dwelling units.	10 percent
2.	Fence or walls. Fences, gates, pilasters, or walls in the side and rear yards that exceed six feet in height.	Not to exceed eight feet
3.	Nonconforming uses and structures. An adjustment in the development of and/or addition to a nonconforming use or structure. ~~**provided that the adjustment is consistent with the limitations established by the 1983 City of South Pasadena initiative.**~~	10 percent
4.	Open space. A decrease in the minimum open space requirements.	10 percent
5.	Parcel (lot) area. A decrease in the minimum required parcel area or size.	10 percent
6.	Parcel (lot) coverage. An increase in the maximum allowable parcel coverage.	5 percent
7.	Parcel width dimensions. A decrease in the minimum required parcel width dimensions.	10 percent
8.	Parking lot dimensions. A decrease in the minimum parking lot and loading dimensions (e.g., aisle, driveway, and space widths).	10 percent
9.	Projections. An increase in the allowable projection of canopies, cornices, eaves, fireplaces, landings, masonry chimneys, overhangs, raised porches, stairways, and steps into a required setback areas, but no closer than 3 feet to any property line.	10 percent
10.	Setback areas. A decrease in the required setbacks.	
	Front setback	10 percent
	Side setbacks	10 percent
	Rear setback	10 percent
11.	Structure height. An increase in the maximum allowable structure height. ~~**provided that the increase complies with the height limitation established by the 1983 City of South Pasadena initiative.**~~	10 percent
12.	Required Variance. A request which exceeds the limitations identified in this Subsection shall require the filing of a Variance application in compliance with Section 36.410.080.	

C-E *No changes to these sections*

F. Findings and decision. The Director shall record the decision in writing with the findings on which the decision is based. The Director may approve an Administrative Modification application, with or without conditions, only after first finding that:

1. Approval of the Administrative Modification would not be detrimental to the public health, interest, safety, or general welfare and would not be detrimental or injurious to property or improvements in the vicinity and in the same zoning district;

2. The subject property is physically suitable to accommodate the improvements granted by the Administrative Modification; and

3. The Administrative Modification is consistent with the General Plan and any applicable specific plan**~~, the limitations established by the 1983 City of South Pasadena initiative,~~** and the general purposes and intent of this Section, including the requirements of the applicable zoning district.

G. Conditions of approval. In approving an Administrative Modification, the Director may impose conditions deemed reasonable and necessary to ensure:

1. Compliance with the purposes of this Section, consistency with the General Plan and any applicable specific plan**~~, and the limitations established by the 1983 City of South Pasadena initiative~~**;

2. That the Administrative Modification does not grant special privileges inconsistent with the limitations on other properties in the vicinity and zoning district in which the property is located;

3. Compliance with the findings required by Subsection F. (Findings and decision), above; and

4. The protection of the best interests of the surrounding property or neighborhood, and to preserve the public health, safety, and general welfare.

H-I *No changes to these sections*

36.420.040 Time Limits and Extensions.

A. Time limits.

1. Unless conditions of approval or other provisions of this Zoning Code establish a different time limit, any Zoning Approval granted in compliance with Division 36.410 (Zoning Approval or Disapproval) that is not exercised within **~~12~~24** months of its approval shall expire and become void, except where an extension of time is approved in compliance with subsection (B) of this section.

2. The Zoning Approval shall **~~not~~** be deemed "exercised" **~~until~~ when** the permittee has submitted construction plans to the Building Official for plan review **~~and paid~~ including payment of** the requisite fees for plan check. The Zoning Approval for a project that requires construction shall remain valid; provided, that the plan review process remains active in the Building Division. **~~The plan review process shall be considered active for no more than 18 months from the date construction plans are submitted to the Building Official and the requisite plan check fees are paid until a Building Permit is issued. The Zoning Approval shall expire at the end of the aforementioned 18 months if a Building Permit has not been issued or an extension granted pursuant to the procedures set forth herein.~~** If no construction is required, the Zoning Approval shall be deemed "exercised" when the permittee has actually commenced the allowed use on the subject site in compliance with the conditions of approval.

3. Zoning Approval shall remain valid after it has been exercised as long as a Building Permit is active for the project, or a final building inspection or Certificate of Occupancy has been granted. A Building Permit issued by the Building Official remains active provided it has not expired pursuant to the Building Code.

4. If a project is to be developed in approved phases, each subsequent phase shall be exercised within 12 months from the date that the previous phase was exercised, unless otherwise specified in the Zoning Approval, or the Zoning Approval shall expire and be deemed void. If the project also involves the approval of a Tentative Map, the phasing shall be consistent with the Tentative Map and the Zoning Approval shall be exercised before the expiration of the Tentative Map, or the Zoning Approval shall expire and be deemed void.

B. Extensions of time. Upon request by the applicant, the review authority may extend the time for a Zoning Approval to be exercised as follows:

1. Application filing. The applicant shall file a written request for an extension of time with the Department at least 10 days before the expiration of the Zoning Approval, together with the filing fee required by the Council Fee Resolution.

2. Burden of Proof. The burden of proof is on the permittee to establish with substantial evidence that the Zoning Approval should be extended.

3. Administrative Approval. The Director may grant no more than ~~one~~ **two one-year** administrative time extension**(s)** for a **total** period not to exceed ~~12~~ **24** months from the expiration date of the Zoning Approval; provided, that the Director finds that:

a. The project has not changed and there have been no material changes to the surrounding neighborhood;

b. The permittee has proceeded in good faith and has exercised due diligence in complying with the conditions in a timely manner;

c. The proposed extension is consistent with the General Plan and any applicable specific plan, and the overall project remains consistent with those plans as they exist at the time the extension request is being considered; and

d. There are adequate provisions for public services and utilities, e.g., access, drainage, fire protection, sewers, water, etc., to ensure that the proposed change would not endanger, jeopardize, or otherwise constitute a hazard to the public health, safety, or general welfare, or be injurious to the property or improvements in the vicinity and applicable zoning district.

e. Use of the Zoning Approval is likely to be or has been delayed by causes outside the applicant's control, e.g., project complexities, legal challenges, an economic downturn, requirements imposed by other governmental agencies.

4. Review Authority. The Review Authority which originally approved the Zoning Approval may extend the time for a Zoning Approval beyond ~~12~~ **24** months and up to a maximum of ~~36~~ **48** months from the effective date of original approval; provided, that the applicant meets the requirements for time limits and extensions as required in this subsection and the Review Authority makes the findings in subsection (B)(3) of this section.

a. Hearing on extension. The Review Authority which originally approved the Zoning Approval shall hold a hearing on any proposed extension **beyond 48 months (inclusive of the original two-year approval and two one-year extensions)**, in compliance with Division 36.630 (Public Hearings).

- **Article 5 Subdivisions**

36.500.060 Authority for Subdivision Decisions

Table 5-1 (Authority for Subdivision Decisions) identifies the City official or authority responsible for reviewing and making decisions on each type of subdivision application and other decision required by this Article.

TABLE 5-1. AUTHORITY FOR SUBDIVISION DECISIONS				
Type of Subdivision Application or Decision	Role of Review Authority (1)			
	~~**Planning**~~ **Community Development** Director	Director of Public Works	Planning Commission	City Council
Certificates of Compliance	Recommend	Decision		Appeal
Conditional Certificates of Compliance	Recommend	Decision		Appeal
Final Maps		Recommend		Decision
Lot Line Adjustments	Decision	Recommend		Appeal
Mergers	Decision	Recommend		Appeal
Tentative Maps for Ministerial Projects[2]	**Decision**	**Recommend**		**Appeal**
Tentative Maps	Recommend		Decision	Appeal
Tentative Map Time Extensions	Recommend		Decision	Appeal
Parcel Maps	Recommend	~~**Decision**~~	**Decision**	**Decision[3]**

Notes:

(1) "Recommend" means that the review authority makes a recommendation on the approval or disapproval of the request to a higher decision-making body; "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Division 36.610 (Appeals).

(2) A Ministerial project includes any eligible development project as defined in Government Code Section 65913.4, 66499.40, and/or 66499.41.

(3) A Parcel Map that requires a dedication or an offer of dedication shall require a decision by the City Council in accordance with SPMC 36.520.060.

36.510 Tentative Map Filing and Processing

[Add a new Section 36.510.160 as follows]

36.510.160 Ministerial Approvals.

The Director shall be the review authority for Tentative Maps associated with eligible affordable housing applications as defined by Government Code Section 65913.4, including for condominium purposes. Ministerial approvals shall also apply to eligible projects as defined in Government Code Sections 66499.40 and 66499.41, and any other ministerial approval authority as prescribed in State law.

- **Article 6 Zoning Code Administration**

36.600.020 Planning Agency Defined.
The functions of a Planning Agency shall be performed by the South Pasadena City Council, Planning Commission, ~~**Design Review Board (DRB)**~~, Director ~~**of Planning and Building**~~, and ~~**Planning and Building**~~ **Community Development** Department, in compliance with State law (Government Code Sections 65100, et seq.)

36.600.040 Planning Commission**.**

A. Establishment. The Planning Commission, referred to in this Zoning Code as the Commission, is hereby established, in compliance with the provisions of State law (Government Code Section 65100 et seq.)

B. Composition and appointment. The Commission shall consist of five adult members, all to be appointed by the Mayor, with the approval of the Council. **To the greatest extent feasible, members shall represent the following professions/occupations:**

1. Two who are state-licensed architects or retired from that status.

2. Two who are urban planners, historic preservation professionals, urban designers, landscape architects or retired from that status.

3. One who has demonstrated special interest, competence, experience, or knowledge in planning, community development and/or urban design.

C. Eligibility for membership. **Eligibility for Commission service shall be consistent with SPMC Chapter 2, Section 2.24.** ~~**Members of the Council are ineligible for membership on the Commission. To be eligible for appointment or retention on the Commission, a citizen shall be and shall maintain their status as a resident elector of the City.**~~

D. **Intentionally Omitted.** ~~**Terms of office.**~~

~~**1. The term of office of each Commissioner shall be three years, beginning on August 1st, or until their respective successors are appointed and qualify, and a Commissioner may serve for not more than two consecutive full terms. A Commissioner may be re-appointed after at least a 12-month absence from the Commission.**~~

~~**2. A person appointed to serve a partial term, or a prior Commissioner who has not served on the Commission for a period of one year, may be appointed to serve not more than two consecutive full terms.**~~

~~**3. If a vacancy occurs otherwise than by expiration of a term, it shall be filled by the Mayor, with the approval of the Council, by appointment for the unexpired portion of the term.**~~

E. Chairperson and **Vice Chairperson** ~~Secretary~~.

1. The Commission shall, at its first regular meeting after ~~August 1st~~ **January 1st** of each year, elect a Chairperson from among its appointed members to serve for a term of one year.

2. The person selected as Chairperson shall serve no more than two consecutive one-year terms as Chairperson. A Chairperson may be re-elected as Chairperson after at least a 12-month vacancy from that position.

3. The Commission shall also select a **Vice Chairperson** ~~Secretary~~ from the membership of the Commission.

F. *No changes to this section*

G. *No changes to this section*

H. *No changes to this section*

I. *No changes to this section*

J. *No changes to this section*

K. **Intentionally Omitted.** ~~**Removal of Commissions. Any member of the Commission may be removed at the pleasure of the Mayor, subject to the approval of the Council.**~~

~~**L. Intentionally Omitted. Absences from meetings.**~~

~~**1. A Commissioner's seat will be deemed vacant whenever the Commissioner, without excuse from the Council, misses three consecutive meetings or misses one third or more of all regular meetings within any six month period.**~~

~~**2. Attendance of less than fifty percent of any meeting will be counted as a miss.**~~

M. *No changes to this section*

N. Annual report to the Council. The Commission shall render annually to the Council~~**, during the month of June,**~~ a full written report of its work during the preceding twelve months**, on a date provided by the Director.**

O. *No changes to this section*

36.600.050 ~~**Design Review Board (DRB).**~~ **Intentionally Omitted.**

~~**A. Establishment. The Design Review Board, referred to in this Zoning Code as the DRB, is hereby established.**~~

~~**B. Appointment. The DRB members shall be appointed by the Mayor, with the approval of the Council.**~~

~~**C. Membership.**~~

~~**1. The DRB shall consist of five members, each being a resident elector of the City. To the greatest extent feasible, they shall represent the following professions/occupations:**~~

~~**a. At least two members shall be state-licensed architects, or retired from that status;**~~
~~**b. At least one member shall be state-licensed as a contractor or landscape architect, or retired and/or inactive from that status;**~~
~~**c. At least one lay member who has demonstrated special interest, competence, experience, or knowledge in urban design.**~~

~~**D. Terms of office.**~~

~~**1. All members shall be appointed to a term of office of three years or until their respective successors are appointed and qualify.**~~

~~2. A person who was appointed to serve a partial term may be appointed to serve not more than two consecutive full terms thereafter.~~

~~3. Each member shall not serve more than two consecutive full terms. A DRB member may be re-appointed after at least a 12-month absence from the DRB.~~

~~4. Any vacancy on the DRB shall be filled by the Mayor, with the approval of the Council.~~

~~E. Organization. The DRB shall elect its chairperson from among its appointed members for a term of one year and, subject to other provisions of law, may create and fill the other offices as it may deem necessary, subject to the approval of the Council.~~

~~F. Compensation. The DRB members shall serve without compensation, but shall be reimbursed for reasonable expenses incurred in the performance of their duties.~~

~~G. Quorum. Three members of the DRB shall constitute a quorum. No action of the DRB shall be valid without the affirmative vote of at least three members.~~

~~H. Authority.~~

~~1. Decision making responsibility. The DRB shall be the final review authority for projects only requiring Design Review that are not subject to Design Review by the Planning Commission or Cultural Heritage Commission, unless its determination is appealed to the Commission.~~

~~I. Limits of responsibility. The DRB may not:~~

~~1. Determine the location or appropriateness of a land use, if the use is in compliance with this Zoning Code;~~

~~2. Restrict development beyond the development standards identified in this Zoning Code, except as specifically provided herein; or~~

~~3. Authorize a sign prohibited by SPMC 36.320.040 (Prohibited Signs).~~

~~J. Delegation of responsibility. In order to allow the DRB flexibility in performing its duties in as efficient a manner as possible, the DRB may adopt criteria under which the Chairperson, acting alone, or a subcommittee of the full DRB, may implement and administer the policies of the DRB on a case-by-case basis for specified review of an aspect of a project, an entire specific project, or a category of projects or aspects thereof. The criteria shall be the same for both DRBs and be subject to the approval of the Council.~~

~~K. Term of Chairperson. The person selected as Chairperson shall serve no more than two consecutive one-year terms as Chairperson. A Chairperson may be re-elected as Chairperson after at least a 12-month vacancy from that position.~~

~~L. DRB secretary. The Planning Director shall act as secretary to the DRB, shall record all actions, and shall provide written communications to the applicants.~~

36.610.010 Purpose of Division.

This Division establishes procedures for the Commission's review of a decision by the Director ~~or Design Review Board (DRB)~~ **or the Planning Commission Chair**, the Council's review of a decision by the ~~Director, Design Review Board (DRB)~~, Cultural Heritage Commission (CHC), or Commission, and appeals by other eligible appellants, in compliance with Section 36.610.030 (Who May File and Appeal), below.

36.610.020 Council **or**~~,~~ Commission~~, or DRB~~ Member Review.

A. Request for review. Within the appeal period identified in Subsection A of Section 36.610.050 (Timing and form of appeal), a member of the Council **or**~~,~~ Commission~~**, or DRB**~~ may request their respective body to review a decision which may be appealed to that body. A request for review may be initiated by any two members of the review body authorized to review a decision and shall be filed in writing to the office of the City Clerk. The request shall not state that an error has been made or otherwise suggest that the two members seeking review have predetermined the matter to be heard by their review body.

B. No fee required. No fee shall be required if the matter is brought before an appeal body in compliance with Subsection A.

C. Appealing as a private citizen. Nothing in this Section shall prevent a member of the Council **or**~~,~~ Commission~~**, or DRB**~~ from appealing a matter as a private citizen. However, the member may not appeal a decision of their respective Commission~~**or DRB**~~, if that Commissioner~~**or DRB member**~~ participated in that decision.

36.610.030 Who May File an Appeal.
An appeal may be filed by any person(s) affected by a decision rendered by the Director,~~**DRB,**~~ CHC, ~~**or**~~ **Planning Commission Chair or** Commission. **H**owever, only a person who is subject to the enforcement action or proposed enforcement action may appeal a determination by the Director regarding whether a code violation exists on that person's property

36.610.040 Appeal Subjects and Jurisdiction.
Determinations and actions that may be appealed, and the authority to act upon an appeal shall be as follows.

A. Code administration and interpretation. The following determinations and actions of the Director~~**and DRB**~~ may be appealed to the Commission and then to the Council:

1. Determinations on the meaning or applicability of the provisions of this Zoning Code that are believed to be in error, and cannot be resolved with staff; and

2. An enforcement action in compliance with Division 36.640 (Enforcement) and Section 36.610.030.

B. Zoning approvals and hearing decisions. Decisions by the Director or **Planning Commission Chair** ~~**DRB**~~ may be appealed to the Commission. Decisions **made originally** by the Commission may be appealed to the Council. **A commissioner involved in a Chair Review decision shall not participate in an appeal of said decision.**

36.610.050 Appeal Filing, Processing, and Decisions.
A. Timing and form of appeal.

1. An appeal application shall be submitted in writing within 15 calendar days after the date of the decision of the Director~~**, DRB**~~ **Planning Commission Chair** or Commission, as applicable, that is being appealed.

2. An appeal application addressed to the Commission shall be filed with the Department, while an appeal addressed to the Council shall be filed with the City Clerk.

3. An appeal application shall:

a. Specifically identify the grounds upon which the appeal will be taken and summarize the facts and points of law in support of the appeal. Additional facts or points of law may be presented at the hearing;

b. Be accompanied by the information identified in the Department handout for appeal applications; and

c. Be accompanied by the filing fee established by the Council Fee Resolution.

B. Delay of proceedings. The filing of an appeal shall delay (or suspend) the effective date of the Director~~, DRB~~ **Planning Commission Chair** ~~or~~ Commission action until the date the decision on appeal becomes final or the appeal is withdrawn.

C. *No changes to this section*

D *No changes to this section*

E. Action on appeals. Notice and hearing of an appeal shall be given in the same manner as any hearing required for the action being appealed. If no notice was required, then the appeal body shall give notice as it deems fair and appropriate.

1. Scope of review and decision. When reviewing an appeal the review authority may:

a. Consider any issues associated with the decision being appealed, in addition to the specific grounds for the appeal. The reviewing authority shall also consider any environmental determination applicable to the zoning approval or decision being appealed;

b. By resolution, uphold, uphold in part, or reverse the action, the determination, or decision that is the subject of the appeal; or

c. Adopt additional conditions of approval deemed reasonable and necessary.

2. New evidence. If new or different evidence, related only to the subject of the appeal, is presented during the appeal hearing, the Commission or Council may refer the matter back to the Director~~, DRB~~ **Planning Commission Chair** ~~or~~ Commission, as applicable, for a report on the new or different evidence before a final decision on the appeal.

3. Findings. The appeal body shall be governed by the same criteria ~~**which**~~ **that** governed the action being appealed.

4. Time limits. Unless otherwise specified by law, including this Zoning Code, the appeal body shall render its decision on the appeal within 30 days after the closing of the hearing for the appeal.

F. *No changes to this section*

36.620.030 Initiation of Amendments.
An amendment to the General Plan, this Zoning Code, or the Zoning Map shall be initiated in compliance with this Section.

A. Who may initiate an amendment.

1. General Plan or Zoning Code. A General Plan or Zoning Code amendment may only be initiated by:

   a. A ~~**resolution**~~ **Resolution** of ~~**intention**~~ **Intention** by the Council;

   b. A ~~**resolution**~~ **Resolution** of ~~**intention**~~ **Intention** by the Commission;

   c. The Council or Commission upon request of an applicant; ~~**or**~~

d. Council action to adopt an urgency measure as an interim ordinance in compliance with State law (Government Code Section 65858)**; or**

e. The Director, upon transmittal of written notice to the Planning Commission and City Council.

2. Zoning Map. A Zoning Map amendment may be initiated by:

a. A ~~**resolution**~~ **Resolution** of ~~**intention**~~ **Intention** by the Council;

b. A ~~**resolution**~~ **Resolution** of ~~**intention**~~ **Intention** by the Commission; or

c. The filing of an amendment application with the Department by the owner or authorized agent of property for which the amendment is sought. If the property is under more than one ownership, all of the owners or their authorized agents shall join in filing the application**; or**

d. The Director, upon transmittal of written notice to the Planning Commission and City Council.

B. Application filing and processing.

1. An application for an amendment shall be filed and processed in compliance with Division 36.400 (Application Filing and Processing).

2. The application shall be accompanied by the information identified in the Department handout for amendment applications.

36.620.050 Commission Action on Amendments.

A. Commission recommendation.

1. The Commission shall make a written recommendation to the Council whether to approve, approve in modified form, or disapprove the proposed amendment, based upon the findings contained in Section 36.620.070 (Findings and Decision), below.

2. The Commission action shall be by resolution, adopted by no less than three affirmative votes of the Commission.

B. Recommendation ~~**for approval**~~. The decision of the Commission, recommending approval **or disapproval** of the amendment, shall be forwarded to the City Clerk for scheduling of a hearing before the Council at the earliest available date.

~~**C. Recommendation for disapproval. The decision of the Commission, recommending disapproval of the amendment, shall be final unless, the applicant/appellant files a written appeal with the City Clerk requesting a hearing before the Council, in compliance with Division 36.610 (Appeals).**~~

36.630.010 Purpose of Division.

This Division establishes procedures for public hearings before the ~~**Director,**~~ ~~**DRB,**~~ Commission and Council. When a public hearing is required by this Zoning Code, public notice shall be given and the hearing shall be conducted as provided by this Division.

36.630.020 Notice of Hearing

When a zoning approval or other matter requires a public hearing, the public shall be provided notice of the hearing in compliance with state law (Government Code Sections 65090, 65091, **65092,** 65094**, 65854** and 66451.3, and Public Resources Code Section 21000 et seq.), and as required by this division.

A. Contents of notice. Notice of a public hearing shall include:

1. Hearing information. The date, time, and place of the hearing and the name of the hearing body; a brief description of the City's general procedure concerning the conduct of hearings and decisions; and the phone number and street address of the Department, where an interested person could call or visit to obtain additional information;

2. Application information. The name of the applicant; the City's file number assigned to the application; a general explanation of the matter to be considered; a general description, in text and/or by diagram, of the location of the property that is the subject of the hearing; **and**

3. Statement on environmental document. If a draft Negative Declaration or Environmental Impact Report has been prepared for the project ~~**in compliance with the South Pasadena Environmental Review Guidelines**~~, the hearing notice shall include a statement that the hearing body will also consider approval of the draft Negative Declaration or certification of the final Environmental Impact Report~~**; and**~~**.**

4. Effect of City action. The following statements, which are intended to alert the recipient to the possible effects that could result from the City approving the subject amendment:

   a. General Plan or specific plan. A General Plan or specific plan amendment could result in a change in the manner (e.g., a change from residential to commercial, commercial to business park, or commercial or business park to residential) in which the subject parcels may be used or in the allowed intensity or density of the project.

   b. Zoning Code. A Zoning Code amendment could modify any allowable land use, standard, requirement, or procedure applicable to construction of a project within the City.

   c. Zoning Map. A Zoning Map amendment could have the effect of rezoning property from one zoning district to another (e.g., a change from residential to commercial, commercial to business park, or commercial or business park to residential) or in the allowed intensity or density of the project.

B. Method of notice distribution. Notice of a public hearing required by this division for an amendment, appeal, or entitlement shall be given as follows, as required by state law:

1. Mailing.

   a. Notice shall be mailed, or delivered **through the United States mail, postage prepaid,** at least 10 days before the hearing, ~~**or where required for a proposed Zoning Ordinance amendment, at least 20 days in compliance with Government Code Section 65854, through the United States mail with postage prepaid,**~~ to:

      (1) The owners of the property being considered or the owner's agent and the applicants;

      (2) Each local agency expected to provide schools, water, **sewage** or other essential facilities or services to the project, whose ability to provide the facilities and services may be significantly affected;

      (3) All owners of real property as shown on the County's latest equalized assessment roll and all ~~**legal**~~ occupants **of the real property,** located within a 300-foot radius of the

subject parcel. The 300-foot radius shall be measured from the exterior boundaries of the subject parcel to the exterior boundaries of neighboring parcels within the 300-foot radius, without reference to structures existing on the parcels; and

(4) Any person who has filed a written request for notice with the Director.

b. The 300-foot radius shall be measured from the exterior boundaries of the subject parcel to the exterior boundaries of the neighboring parcels within the 300-foot radius, without reference to structures existing on either parcels.

c. Notwithstanding paragraph (a), notice of a public hearing of the Planning Commission for a Zoning Code or Zoning Code amendment that affects the permitted uses of real property, shall be mailed, or delivered through the United States mail, postage prepaid, at least 20 days before the hearing to the parties described in paragraph (a).

2. **Publication.** ~~**Additional required notice**~~. In addition to the mailing or delivery identified in subsection (B)(1) of this section, the notice shall also be published at least once in a local newspaper of general circulation within the City at least 10 days before the hearing. **If the notice is for a public hearing of the Planning Commission for a Zoning Code or Zoning Code amendment that affects the permitted uses of real property, the notice shall be published as provided herein at least 20 days before the hearing.**

3. Site Posting. If applicable, the subject property shall be posted with a sign, in keeping with the following standards:

a. Contents of Notice. The public hearing sign shall include all the information required in subsection ~~Subparagraph~~ A, ~~listed~~ above.

b. Dimensions. Public hearing signs shall be posted with the following dimensions:

(1) Projects in mixed-use, commercial and multi-family residential districts: Minimum dimensions of two feet by two feet. Larger signs are allowed provided they do not exceed 12 square feet and are either square or rectangular. Public hearing signs shall not exceed six feet in height.

(2) Projects in single-family residential districts: Minimum dimensions of 11”x17”.

c. Materials and Specifications. Public hearing signs and all support elements shall be non-illuminated and constructed of materials capable of withstanding wind and weather for the duration of the required posting time. The Director shall have the authority to determine the appropriate materials and specifications for all public hearing signs. The Director shall determine any further specifications regarding the format, letter size, style, and color of such signs.

d. Location. Public hearing signs shall be located in a conspicuous and visible place, parallel to the primary street, sidewalk, and/or right-of-way. Public hearing signs shall be located at least five (5) feet from any lot line but not more than ten (10) feet from the front lot line.

(1) As an alternative, if the sign cannot be posted in this manner, the Director shall approve an alternative posting location. This may include, but is not limited to, posting the public hearing sign on a building, in a window, or in another conspicuous place as allowed by the constraints of the subject property.

e. Multiple frontages. For parcels with multiple street frontages, including corner lots, a public hearing sign shall be required on each frontage.

f. Posting Period. A public hearing sign shall be posted on the subject property at least ten (10) days prior to the scheduled public hearing and shall remain on the site until a final decision is rendered, the project is withdrawn, or for another unforeseen but practical reason, as approved by the Director. If necessary, the sign shall be updated with current information, such as a rescheduled date or another public hearing for an appeal.

g. Sign Posting Verification. Upon posting, the applicant shall submit documentation to the Director, including photographs that clearly show the location and content of the sign, verifying that the sign was posted in a timely manner in compliance with this subsection 3.

h. Removal. The public hearing sign shall be removed within ten (10) days of the expiration of the appeal period, final decision, or withdrawal of the project. The applicant shall notify the Director in writing that the public hearing sign has been removed.

i. Failure to Post the Site. Failure to post the subject property with a public hearing sign, to include the required information, to update hearing information as necessary, or to comply with applicable standards, may result in a delay to the scheduled public hearing.

C. Alternative to mailing. If the number of property owners to whom notice would be mailed in compliance with subsection (B)(1) of this section is more than 1,000, the Director may choose to provide the alternative notice allowed by state law (Government Code Section 65091(a)**(4)~~(3)~~).**

D~~E~~. Additional optional notice. In addition to the types of notice required by subsections (B), **~~and~~ (C), and (D)** of this section, the Director may provide additional notice with content or using a distribution method as the Director determines is necessary or desirable (e.g., use of a greater radius for notice, **~~on the internet~~ by email, through website or social media**, etc.).

36.630.030 Scheduling of Hearing.

After the completion of the public comment period for an environmental document required by the California Environmental Quality Act (CEQA)~~ and the South Pasadena Environmental Review Guidelines~~, the matter shall be scheduled for public hearing on a Director, **~~DRB,~~** CHC, Commission, or Council agenda (as applicable) at the earliest available date after the end of the public notification period in compliance with Section 36.630.020 (Notice of Hearing).

36.630.040 Review Authority Decision and Notice.

A. Decision.

1. The review authority **~~(Director, DRB,~~** CHC, Commission, or Council, as applicable) shall ~~may~~ announce and record its decision on the matter being considered at the conclusion of a scheduled hearing, defer action and continue the matter to a later meeting agenda in compliance with SPMC 36.630.070 (Hearing Procedure)**.~~, or, in the case of the Director take the matter under advisement~~**

2. The Director or **Planning Commission** Chair may instead refer the matter to the Planning Commission **~~or Design Review Board~~** for determination**~~. A referral will require~~ at** a **~~new~~** noticed hearing**~~ before the Planning Commission or Design Review Board~~**.

3. The action of the Planning Commission shall be by resolution, adopted by the affirmative vote of not less than three members.

4. 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.

36.630.050. *No changes to this section.*

36.630.060 Effective Date of Decision.
A decision of the Director~~, DRB~~, CHC, ~~or~~ Commission **or Planning Commission Chair** (other than a recommendation in compliance with Section 36.630.050) is final and effective at the end of the business day on the 15th day following the decision, unless an appeal is filed in compliance with Division 36.610 (Appeals).

- **Article 7 Definitions**

36.700.020

D. Definitions, "D."

~~**Design Review Board. The City of South Pasadena Design Review Board.**~~

Director. The City of South Pasadena Director of ~~**Planning and Building**~~ **Community Development**, or designee of the Director, referred to in this Zoning Code as the "Director."

~~**DRB. See "Design Review Board."**~~

R. Definitions, "R."

Review Authority. The individual or official City body (the Director of ~~**Planning and Building**~~ **Community Development**, ~~**Design Review Board,**~~ Cultural Heritage Commission, Planning Commission, or City Council) identified by this Zoning Code **or in Chapter 2, Article IVH (Cultural Heritage Commission) of this Code** as having the responsibility and authority to review, and approve or disapprove the permit applications**.** ~~**described in Article 6 (Zoning Code Administration)**~~

P.C. RESOLUTION NO. 25-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE TO APPROVE A ZONING TEXT AMENDMENT TO THE SOUTH PASADENA MUNICIPAL CODE (SPMC) CHAPTER 36 (ZONING) RELATED TO VARIOUS ROUTINE AND PERIODIC UPDATES TO COMPLY WITH STATE LAW, TO STREAMLINE THE DEVELOPMENT REVIEW PROCESS, INCREASE PUBLIC INVOLVEMENT IN THE PUBLIC HEARING PROCESS, AND OTHER REVISIONS AS SHOWN IN EXHIBIT A.

WHEREAS, the City desires and is compelled to keep the South Pasadena Municipal Code (SPMC) consistent with state law and that references to Government Code Sections have been changed at the State level but have not yet been updated in the SPMC; and

WHEREAS, the State of California and the City of South Pasadena acknowledge that there is a shortage of housing that necessitates adoption of policies and zoning ordinance requirements that facilitate more streamlined development of housing; and

WHEREAS, the City of South Pasadena desires to streamline the development review process, making the process easier for residents and applicants, including additional timelines for entitlements; and

WHEREAS, the City of South Pasadena, in an effort to reduce barriers to housing production seeks to streamline and simplify the permit process for small and mid-size applications currently subject to Design Review Board (DRB) review authority, including non-historic single-family homes; and

WHEREAS, on June 18, 2024, the City Council directed staff to analyze options that would streamline the design review process; and

WHEREAS, on July 17, 2024, the City Council directed staff to consider revisions to the SPMC through a Resolution of Intent (ROI), that ROI being Resolution No. 7865; and

WHEREAS, on December 18, 2024, the City Council directed staff to consider dissolving the DRB and to reassign review authority, with such direction being made in an ROI through Resolution 7887, and subsequently being made part of the current SPMC amendments that were authorized under Resolution 7865; and

WHEREAS, on January 14 and January 23, 2025, community listening sessions were held wherein residents were able to provide feedback and information regarding community development and issues, including the dissolution of the DRB and the code amendments under consideration; and

WHEREAS, on January 28, 2025, a Planning Commission Study Session was held, during which staff presented an overview of the proposed amendments, received public testimony, and feedback from the Planning Commissioners; and

WHEREAS, on February 25, 2025, the Planning Commission held a duly noticed Public Hearing wherein the Planning Commission received a staff presentation, considered the staff report, public testimony, Planning Commission discussion, and all other materials and evidence, whether written or oral; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER 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 Planning Commission.

SECTION 2: EVIDENCE AND PUBLIC TESTIMONY. Based upon substantial evidence presented to the Planning Commission during the Public Hearing, including public testimony and written and oral staff reports, and the environmental documentation, the Planning Commission finds:

A. All necessary Public Hearings and opportunities for public testimony and comment have been conducted in compliance with applicable law;

B. That the proposed Zoning Amendment complies with the Housing Goals in the 2021-2029 (6th Cycle) Housing Element and the General Plan.

SECTION 3: ENVIRONMENTAL FINDINGS. The proposed amendments are routine, reflect changes in state law, relate to the City's review process and code clarification, do not include any development proposal, and can be seen with certainty that there is no possibility that the activity in question may have a 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 AMENDMENT FINDINGS. South Pasadena Municipal Code (SPMC) Section 36.620.070(B) stipulates that a Zoning Amendment and 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 Text Amendment (ZTA) is consistent with the actions, goals, objectives, policies, and programs of the General Plan because it would implement the following:

Housing Element Program 3.f:	Allow and Facilitate ADUs.
Housing Element Program 3.n:	Zoning Changes.
General Plan Policy P5.8:	Support the reduction of governmental and regulatory constraints, and advocate for the production of affordable housing.
General Plan Action A5.8b:	Amend Zoning Code to better encourage development of Accessory Dwelling Units.

   Given that the ZTA would implement the latest Government Code references relating to ADUs and ministerial projects, thereby reducing constraints to the production of affordable housing, and given that other changes are proposed that would streamline the development process, increase clarity in code language, and would better inform community members of Public Hearings, the Planning Commission can make this finding in support of the project.

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

   The ZTA would not be detrimental to the public interest, health, safety, convenience or general welfare of the City because it would support internal consistency between the Housing Element, General Plan, and Zoning Ordinance. The proposed ZTA does not include any development proposal nor would it approve any project. Therefore, the Planning Commission can make this finding.

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

The proposed ZTA is internally consistent with other applicable provisions of the Zoning Code. The proposed amendments would update Government Code references pertaining to ADUs and ministerial approvals, would revise text to reflect the City's current organizational structure, and would make the SPMC more descriptive in terms of development standards and definitions. Therefore, the Planning Commission can make this finding.

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

   The project does not include a Zoning Map Amendment. Therefore, this finding does not apply and the Planning Commission does not need to make this finding to recommend approval of the project.

As stated above, the Planning Commission can make all of the necessary findings listed in SPMC Chapter 36.620.070(B) to recommend the City Council adopt the Zoning Text Amendment.

SECTION 5: RECOMMENDATION. Based upon the foregoing, the Planning Commission recommends:

A. That the City Council adopt an Ordinance to approve a Zoning Text Amendment to the South Pasadena Municipal Code (SPMC) Chapter 36 (Zoning) related to various routine and periodic updates to comply with state law, to streamline the development review process, increase public involvement in the public hearing process, and other revisions per the attached Exhibit A.

SECTION 6: TIMELINE. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED on this 25th day of February, 2025.

Amitabh Barthakur, Planning Commission Vice Chair

ATTEST:

Alison Becker, Acting Community Development Director

APPROVED AS TO FORM:

David Snow, Assistant City Attorney

I HEREBY CERTIFY the foregoing Resolution No. 25-01 was duly adopted by the Planning Commission of the City of South Pasadena, California, at a regular meeting held on the 25th day of February, 2025, by the following vote:

AYES: SWANBORN, CLAYPOOL, GALLATIN, BARTHAKUR

NOES:

ABSENT: PADILLA

ABSTAINED:

Mark Perez, Deputy City Clerk

Exhibits:

A. Draft Zoning Text Amendment

Exhibit A
Recommended Amendments to SPMC Chapter 36

- **Article 1 Zoning Code Applicability.**

36.100.040 Responsibility for Administration.
This Zoning Code shall be administered by the South Pasadena City Council, Planning Commission, ~~**Design Review Board,**~~ Cultural Heritage Commission, Director of ~~**Planning and Building**~~ **Community Development** and the ~~**Planning**~~ **Community Development** Department in compliance with Division 36.600 (Administrative Responsibility).

36.110.030 Rules for Interpretation.

A. Abbreviations, short form terms. For the purpose of brevity, the following phrases, personnel and document titles are shortened in this Zoning Code. The City of South Pasadena is referred to as the "City." The City of South Pasadena Zoning Code is referred to as "this Zoning Code." The Director of ~~**Planning and Building**~~ **Community Development** is referred to as "Director," the City Council is referred to as the "Council," and the Planning Commission is referred to as the "Commission." The ~~**Planning and Building**~~ **Community Development** Department is referred to as the "Department." "Buildings and structures" are referred to as "structures."

B. *No changes to this section*

C. *No changes to this section*

D. *No changes to this section*

E. *No changes to this section*

F. *No changes to this section*

G. *No changes to this section*

H. *No changes to this section*

36.110.040 Procedure for Interpretations.

Whenever the Director determines that the meaning or applicability of any of the requirements of this Zoning Code are subject to interpretation generally, or as applied to a specific case, the Director may issue an interpretation.

A. *No changes to this section*

B. *No changes to this section*

C. *No changes to this section*

D. Record of interpretations. Official interpretations shall be:
   1. Written, and shall quote the provisions of this Zoning Code being interpreted, and the applicability in the particular or general circumstances that caused the need for interpretations, and the determination; and

   2. **Posted on the Department web page and** ~~**D**~~**d**istributed to the Council, Commission, ~~**Director, DRB,**~~ CHC, City Manager, City Attorney, City Clerk, and affected Department staff.

Any provision of this Zoning Code that is determined by the Director or other applicable review authority to need refinement or revision will be corrected by amending this Zoning Code as soon as is practical. Until an amendment can occur, the Director will maintain a complete record of all official interpretations as an appendix to this Zoning Code and indexed by the number of the Division or Section that is the subject of the interpretation.

E. *No changes to this section*

• Article 2 Zoning Districts, Allowable Land Uses, and Zone-Specific Standards

36.210.030 (Allowable Land Uses and Permit Requirements)

A. *No changes to this section*

B. Permit Requirements. Tables 2-2, 2-4, and 2-6 provide for land uses that are:

1. *No changes to this section*

2. *No changes to this section*

3. *No changes to this section*

4. A project may require **design** review by ~~**the Design Review Board,**~~ **the Director, the Planning Commission Chair,** ~~-~~the Planning Commission (for a Hillside Permit) and/or the Cultural Heritage Commission (if required to obtain a Certificate of Appropriateness), in addition to the permit requirements above. See Section 36.410.040 (Design Review).

36.210.040 (Exemptions from Zoning Approval Requirements)
The zoning approval requirements of this Zoning Code**,** other than those of ~~**the Design Review Board or**~~ the Cultural Heritage Commission, do not apply to the land uses, structures, and activities identified by this Section. These are allowed in all zoning districts subject to compliance with this Section.

A. *No changes to this sectio*n

B. *No changes to this section*

36.220.040 (Residential Zoning District General Development Standards)
The zoning approval requirements of this Zoning Code**,** other than those of ~~**the Design Review Board or**~~ the Cultural Heritage Commission, do not apply to the land uses, structures, and activities identified by this Section. These are allowed in all zoning districts subject to compliance with this Section.

A. *No changes to this section*

B. *No changes to this section*

C. Design guidelines and standards. Land uses and structures proposed within the residential zoning districts shall comply with the City's Design Guidelines to the extent required by the ~~**Design Review Board**~~ **review authority** and/or specific provisions of the Design Guidelines, objective design standards, and to the extent permitted by State law. Qualifying residential projects shall comply with the ministerial approval process established by SPMC 36.410.040(D)(6).

36.230.050 Mixed Use Overlay District Development Standards.

A. *No changes to this section*

B. *No changes to this section*

C. *No changes to this section*

D. Notes column in Table 2-6. Where the last column in Table 2-6 ("Notes") includes a section number, the regulations in the referenced section apply to the standard; however, provisions in other sections of this Zoning Code may also apply.

TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
Development Feature	Requirement	Notes
DEVELOPMENT INTENSITY		
Minimum Size or Area	20,000 sf	
Minimum Lot Frontage	80 ft	
Density Range for Residential	52 to 70 du/ac	
Maximum Lot Coverage	70%	
Minimum Residential Unit Size	Studio—450 sf One-bedroom—750 sf Two-bedroom—900 sf	
NONRESIDENTIAL USES		
Location	Nonresidential uses are required along the street frontage in the areas described in the General Plan for development within a Corridor, District, or Neighborhood Centers.	~~Residential units shall be located above the ground-floor level within the BP zoning district.~~

No changes to the rest of Table 2-6.

36.250.030 (Altos de Monterey (AM) Overlay District)

A. *No changes to this section*

B. *No changes to this section*

C. *No changes to this section*

D. *No changes to this section*

E. *No changes to this section*

F. Nonconformities. Nonconforming uses, structures, and lots within the AM overlay zone are subject to the requirements of Section 36.360.120 (Altos de Monterey Nonconforming Use Provisions).

TABLE 2-7. AM OVERLAY DISTRICT DESIGN AND DEVELOPMENT STANDARDS	
Development Feature	Requirement
Minimum lot size	Minimum area and width for new parcels.
Area and width	As shown on Final Tract Map 25588, except for mergers and lot line adjustments, provided that such actions shall not cause any significant gain or loss in the area of the tract. The subdivision of any existing lot is prohibited.
Width, flag lot “pole”	30 ft; frontage width may be 25 feet for parcels 306 and 307 to accommodate a 10-foot wide path parallel to the flag lot stem.
Setbacks	Minimum setbacks required, except as provided by Section 36.300.030 (Setback Measurement and Exceptions)

TABLE 2-7. AM OVERLAY DISTRICT DESIGN AND DEVELOPMENT STANDARDS	
Development Feature	Requirement
Front and side	See Table 2-8 (AM Overlay District Setback Requirements). The side setback requirements in the table identify each side (i.e., 15'-5' means 15 ft on one side and 5 ft on the other).
Rear	25 ft
Second story	20 ft from the front setback line
Between structures	10 ft
Sight distance	Intersection: no visual obstructions between 2 and 6 feet above the ground on corner lots measured 25 feet across street corner. Driveways: no visual obstruction between 2 and 6 feet above the ground within 10 feet of a driveway and street.
Lot coverage	40% maximum
Floor Area Ratio (FAR)	0.35 for main building area of multi-floor structures, maximum
Minimum floor area	1,250 sf for each dwelling
Height limit	Maximum height of structures, measured from a point 6 inches above the high point of the existing grade line at the existing, previously set front yard setback line to the highest point of the roof or parapet wall. All heights shall be measured at any point along the building line.
Primary structure	25 ft
Height limit (Continued)	
Detached accessory structure	15 ft
Fences	Front yard—2 ft within a sight distance area, 3 ft elsewhere; side and rear yards—6 ft. Fence height includes garden walls, shrubs and hedges.
Landscaping	As required by Division 36.330 (Landscaping Standards). No impervious surface shall be allowed in a required front or street side setback area, except for a driveway or approved drainage structure. All trees shall comply with the requirements of Ordinance No. 1991.
Parking and loading	• Dwellings require 3 off-street spaces (2 in a garage or carport), that are a minimum of 10 ft wide by 20 ft long, and entirely located to the rear of the front setback line. • No vehicle, trailer, boat or component thereof shall be stored on any parking space or driveway, or access thereto, except in a garage or carport, or behind a solid wall or fence that screens the stored object from public view. • No vehicle, trailer, boat, or component thereof, or other object shall be parked or stored for more than 72 hours in any required setback. • Garage door openings should not face the street when feasible, as determined by the ~~**DRB**~~ **review authority**.
Driveway requirements	
Width	9 feet minimum, 12 feet maximum. Flag lots:10 feet minimum, 20 feet maximum

TABLE 2-7. AM OVERLAY DISTRICT DESIGN AND DEVELOPMENT STANDARDS	
Development Feature	Requirement
Circular driveway restrictions	Minimum lot width 80 ft; may occupy a maximum of 40% of the front yard area.
Drainage	Lots shall drain to the street. Drainage patterns established at the time of original lot grading shall not be disturbed except through the installation of conveyances approved by the City that conduct all surface runoff to the nearest public street or public drainage structure.
Grading—Cut and fill	2:1 maximum slope
Fences and walls	Garden fences and walls. Maximum height shall not exceed 6 ft along any property line or within any required setback, except for front yard and street side setback areas where the maximum height shall not exceed 36 inches. Trees or shrubs planted to achieve the same effect as a garden fence or wall shall also comply with these height limitations. Retaining walls. Retaining wall height shall not exceed 6 feet. Where more than one wall is built, the walls shall be separated by a distance equal to the wall height.
Mechanical equipment	Roof mounted equipment **~~except solar collection devices~~** **~~shall not~~** **may** be allowed **in accordance with 36.300.080.B**. All plumbing vents shall not be visible from the street frontage. Ground-mounted HVAC equipment shall be screened from public view. Antennas and satellite dishes are exempt from these requirements.
Signs	No more than one commercial sign with a maximum area of 6 square feet shall be displayed on any lot; non-commercial signs are not subject to this limitation.

- **Article 3 Site Planning and General Development Standards**

36.300.030 Setback Measurement and Exceptions.
This Section provides standards for the use and minimum size of required setbacks. These standards are intended to provide open space areas around structures for: visibility and traffic safety; access to and around structures; access to natural light, ventilation and direct sunlight; separation of incompatible land uses; and space for privacy, landscaping, and recreation.

A. Setback Requirements. *No changes are proposed to this Section*

B. Exemptions from setback requirements. *No changes are proposed to this section*

C. Measurement of setbacks. *No changes are proposed to this section*

D. Setback exceptions, allowed projections into setbacks. An architectural feature may extend beyond the wall of the structure and into the front, side, and rear setbacks, in compliance with Table 3-1.

TABLE 3-1. ALLOWED PROJECTIONS INTO SETBACKS			
Projecting Feature	Allowed Projection into Specified Setback		
	Front	Side	Rear
Sills, cornices, roof overhang or eaves	No closer than 30 in. to a lot line, provided that the lowest edge of the feature is at least 8 ft above ground level.		
Chimney, bay window, greenhouse window	24 in. for no more than 10% of the length of the building wall from which it projects, or a maximum length of 10 ft, whichever is less; but no closer than 30 in. to a side lot line.		
Balcony, deck, or porch, which may be roofed but is otherwise unenclosed	0 ft	36 in. for a deck if its walking surface is 30 in. or less above grade. 36 in. for another projecting feature if it extends along no more than 10% of the length of the building wall from which it projects, or a maximum length of 10 ft, whichever is less. In no case shall a feature project closer than 30 in. to a side lot line.	8 ft
Uncovered steps or landings up to 36 inches in height	36 inches in width, up to 10 ft in length.		
Miscellaneous equipment attached to the structure	**24 inches. Attached equipment shall not be located less than three (3) feet to any lot line and shall not be located in the front yard setback.**		
Note: Air conditioning **(HVAC)** units may be permitted if located outside **the** front ~~**or side setbacks**~~ **setback**, and **may be located in the side yard setback provided the equipment is not located closer than three (3) feet to any lot line. Such equipment shall be fully screened when it is located in a street side yard.** ~~**they**~~ **HVAC equipment** ~~**shall not be**~~ located on rooftops in **single-family** residential districts **(RE, AM and RS zones) shall require approval by the Planning Commission Chair**.			

Figure 3-3 <*no changes are proposed to the figure*>

E. Limitations on the use of setbacks. *No changes are proposed to this section*

36.300.040 Height Limits and Exceptions.
Each structure shall comply with the height limits of this Section, except for fences and walls, which are instead subject to the provisions of Section 36.300.050 (Walls, Fences, and Hedges).

A. Maximum height of structures. No structure shall exceed the height limit established by the applicable zoning district in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards). ~~**Because of a 1983 City of South Pasadena initiative, no commercial, office, manufacturing, or residential building shall exceed a height of 45 feet, and no Conditional Use Permit or Variance shall be granted to exceed 45 feet.**~~

B. *No changes to this section*

C. *No changes to this section*

36.300.070 Screening
This Section establishes standards for screening between land uses, and the screening of other potentially unsightly features of development.

A. Design Review required. *No changes are proposed to this section*

B. Screening between different land uses. *No changes are proposed to this section*

C. Mechanical equipment, loading dock, and refuse areas for commercial or industrial areas.

1. Roof or ground mounted mechanical equipment (e.g., air conditioning, heating, ventilation ducts, and exhaust, etc.), loading docks, refuse storage areas, and utility services (e.g. electrical transformers, gas meters, etc.) shall be screened from public view from adjoining public streets and rights-of-way and adjacent residentially-zoned areas. See also Section 36.300.080 **and 36.340.040.F.3 for hillside projects,** regarding mechanical equipment.

2. The method of screening shall be architecturally compatible with the colors, materials, and architectural style of the other development on the site.

3. Landscaping shall be installed adjacent to screen walls, at the discretion of the Design Review Board.

D. Outdoor storage and work yards. *No changes are proposed to this section*

E. Outdoor building materials and garden supply areas. *No changes are proposed to this section*

36.300.080 Mechanical Equipment
Each piece of mechanical equipment including HVAC (heating, ventilation, and air conditioning) equipment, and other compressors, **battery storage and associated generators,** filters, pumps, and similar equipment installed outside of the exterior walls or roof of a building shall constitute a structure, and shall comply with the following requirements.

A. Location within required setbacks.
1. Front or street setback. No mechanical equipment shall be placed within a required front yard setback.

2. Side setback. Mechanical equipment may be placed within a required side yard or street side setback ~~**only when enclosed and/or screened from view in compliance with Section 36.300.070.C.1, and attached to the building,**~~ **subject to subsection 4, below.**

3. Rear setback. Mechanical equipment may be placed in a rear setback when enclosed and/or screened from view, except in the required yard of a through lot. If detached from the building, the equipment shall be set back a minimum of three feet from the rear and side property lines **subject to subsection 4, below.**

4. Mechanical Equipment Placement. The following standards shall apply to the placement of mechanical equipment:

a. The equipment shall be enclosed or screened from view in compliance with Section 36.300.070.C.1;

b. Mechanical equipment shall not be located closer than three (3) feet to any lot line;

c. Equipment attached to a building but that protrudes into any required side yard, street side yard, or rear yard setback, shall be subject to a building permit provided that such equipment is not located closer than three (3) feet to any lot line. Such equipment shall not be permitted to extend into the front yard setback.

B. Roof-mounted equipment. Mechanical equipment may be located on a roof provided that it is not visible from the street and is screened from the view of abutting residential properties in compliance with Section 36.300.070.C.1. **Roof-mounted HVAC equipment may be allowed in single-family zones (RE, AM, and RS) with approval by the Planning Commission Chair (see Section 36.410.040.D.2). See also Section 36.340.040.F.3. for hillside projects.**

C. Noise control. All mechanical equipment shall comply with the City's noise regulations in Chapter 19A of the Municipal Code.

36.300.100 Historic Structures.
See Municipal Code Chapter 2, Article ~~VIE~~ **IVH** for permit requirements and standards for alterations to historic structures.

36.310.040 Number of Parking Spaces Required.
Each use shall provide at least the minimum number of parking spaces required by this division, unless otherwise exempt from the minimum parking requirement per subsection (H) of this section. If parking requirements result in a fraction of a space required, the number of parking spaces required shall be rounded up to the next higher number.

A. Parking requirements by land use. *No changes are proposed to this section*

B. Expansion of structure, change of use. *No changes are proposed to this section*

C. Multi-tenant sites. *No changes are proposed to this section*

D. Uses not listed. *No changes are proposed to this section*

E. Excessive Parking. *No changes are proposed to this section*

F. Bench or bleacher seating. *No changes are proposed to this section*

G. Parking for historic commercial properties in CG zone. *No changes are proposed to this section*

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
Manufacturing, Processing, and Warehousing	
General manufacturing, industrial, and processing uses	2.5 spaces for each 1,000 sf.
Recycling facilities	6 spaces for large collection facilities; as determined by Conditional Use Permit approval for other facilities.
Research and development, offices and laboratories	3 spaces for each 1,000 sf.
Warehouses, distribution centers, and storage facilities	2 spaces for each 1,000 sf.
Recreation, Education, and Public Assembly	
Child day-care facilities	
Child day care center	1 space per employee, plus 1 space per 5 children.
Large family day care home	1 space per employee, in addition to required residential spaces.
Small family day care home	As required for the single-family dwelling (see the parking requirements for residential uses).
Commercial recreation activities: Ball courts, outdoor or indoor	3 spaces for each court, plus 4 spaces for each 1,000 sf of floor area for each additional use.
Indoor recreation/fitness centers	
Arcades	4 spaces for each 1,000 sf.
Bowling alleys	3 spaces for each lane.
Health/fitness clubs	4 spaces for each 1,000 sf plus 1 space for each employee.
Pool and billiard rooms	2 spaces for each table, plus required space for each additional use (e.g., restaurant, bar).
Skating rinks	10 spaces for each 1,000 sf of skating area.
Libraries, museums, art galleries	2 spaces for each 1,000 sf.
Recreation, Education, and Public Assembly (cont'd)	
Outdoor Recreation Facilities Golf course Miniature golf Driving range Equestrian facilities	Parking spaces determined per parking plan approved by review authority.
Public assembly uses (e.g., religious facilities, cinemas, performance theaters, meeting halls, and membership organizations).	1 space for each 4 fixed seats (see Section 36.310.040.F for instructions on how to calculate bench or bleacher seating), and 1 space for every 40 sf of gross assembly area, classrooms, meeting rooms, etc., exclusive of areas of fixed seats and their access aisles. For day care facilities in

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
	conjunction with a public assembly use, see the parking requirement for "child day care facilities."
Schools (private)	
Elementary, junior high/middle school	1.5 spaces for each classroom, plus 5 spaces for each 1,000 sf of assembly area in an auditorium.
High school	1 space for each 5 students plus 1 space for each employee.
Specialized education and training schools	5 spaces for each 1,000 sf.
Private colleges and universities	5 spaces for each 1,000 sf.
Special needs educational and training facilities	As determined by the review authority based on a parking study by a professional traffic engineer or qualified parking consultant.
Studio for dance, art, etc.	5 spaces for each 1,000 sf.
Residential Uses (1)	
Accessory Dwelling Unit	**See Section 36.350.200.H.**
Duplex	4 spaces within a garage or carport, plus 1 guest space. (3)
Live/work unit	2 spaces for each 1,000 sf of combined floor area.
Mixed-use development	As required for each individual land use.
Multi- family dwelling, condominiums and other attached dwellings	1 bedroom unit—1 space; 2 bedrooms and/or greater—2 spaces within a garage or carport for each unit, plus 1 guest space per each 2 units. (1), (3)
Organizational house	1 space for each bed.
~~**Second dwelling unit**~~	~~**1 space within a garage or carport.**~~
Senior citizen residential	
Assisted living and group homes	0.5 space for each residential unit, plus 1 space for each 4 units for guests and employees.
Residential Uses (cont'd)	
Independent living	1 covered space for each unit, plus 1 uncovered guest parking space for each 10 units.
Single-family housing	2 covered spaces. (2), (3) **(4)**
Retail Trade	
Appliances, building materials, furniture, and hardware stores	2 spaces for each 1,000 sf.
Automobile, mobile home, vehicle, machinery and parts sales	1 space for each 1,000 sf, including outdoor display area.

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
Bars/nightclubs/dancing establishments	1 space for each 30 sf of dance floor area; 1 space for each 100 sf of bar/nightclub area.
Convenience stores	4 spaces for each 1,000 sf.
Gas stations (including multi-use stations)	2 spaces for each 1,000 sf plus 3 spaces for each service bay.
Grocery stores	4 spaces for each 1,000 sf.
Multi-tenant retail site or building (2 or more uses)	4 spaces for each 1,000 sf.
Restaurant—Not part of multi-tenant retail site or building	
New use occupying new space more than 1,200 sf.	10 spaces for each 1,000 sf.
New use occupying existing space of 1,200 sf or less.	No new parking required.
Outdoor dining	No parking required.
Restaurant—Not part of multi-tenant retail site or building (Continued)	
Take-out with customer tables	20 spaces for each 1,000 sf.
Take-out service only (e.g., delicatessens)	4 spaces for each 1,000 sf.
Restaurant—Within multi-tenant retail site or building	See requirement for “Multi-tenant retail site or building.”
Retail sales and services	1 space for each 500 sf.
Services	
Banks and financial services	4 spaces for each 1,000 sf of financial customer service area, plus 3 spaces per 1,000 sf of office space.
Bed and breakfast inns	1 space for each guest room, and 1 space for each 2 employees, plus 2 parking spaces for the residents.
Services (cont’d)	
Copy and reproduction centers	2 spaces for each 1,000 sf.
Consumer products—repair and maintenance	4 spaces for each 1,000 sf.
Equipment rental	1 space for each 300 sf of floor area, plus 1 space for each 1,500 sf of outdoor use area.
Hotels and motels	1 space for each guest room, and 1.5 spaces for each multi-room suite; plus 1 space for each 20 guest rooms and 10 spaces for each 1,000 sf of conference meeting room area.
Kennels and animal boarding	1 space for each 1,000 sf.

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
Laundromats	4 spaces for each 1,000 sf.
Medical services	
Clinics, medical/dental offices	4 spaces for each 1,000 sf.
In-patient drug treatment facilities	1 space for each 3 beds, plus 1 for each employee.
Hospitals	1 space for each patient bed, plus 2 for each 1,000 sf of office area, plus required spaces for ancillary uses as determined by the review authority.
Medical/dental labs	3 spaces for each 1,000 sf.
Mortuary	1 space for each 4 fixed seats (see Section 36.310.040.F for instructions on how to calculate bench seating), and 1 space for each 40 sf of gross public assembly area.
Offices, administrative, corporate	3 spaces for each 1,000 sf.
Personal services	8 spaces for each 1,000 sf.
Vehicle repair and maintenance	
Repair garage	2 spaces for each 1,000 sf.
Self-service vehicle washing	3 spaces for each washing stall.
Full-service vehicle washing	2 spaces for each 3 employees on largest shift, plus 4 spaces for each 1,000 sf of store/lounge area, with a minimum of 3 spaces.
Veterinary clinics and hospitals	3 spaces for each 1,000 sf, plus 1 space for each 1,000 sf of boarding area.
Transportation and Communications	
Truck and freight terminals	1 space for each 400 sf of freight area, plus 1 space for each 100 sf of office/lobby area.

Notes:

(1) Guest parking spaces shall be clearly marked for guest parking only and shall be evenly dispersed throughout the development site. Signs shall be provided at appropriate locations to direct visitors to guest parking locations.

(2) On a lot requiring a Hillside Development Permit, a minimum of three spaces shall be provided, with two covered. The Planning Commission may authorize one of the three spaces to be in tandem. One additional space shall be provided for each 1,000 square feet of floor area or fraction thereof above 3,000 square feet.

(3) The requirement of two covered spaces may be waived by the Director for the alteration of a residential unit that is listed on the City's Cultural Heritage Inventory as defined by SPMC Section 2.58, provided the circumstances listed under SPMC Section 36.360.090(F)(1) apply.

(4) The City shall maintain compliance with Government Code Section 65863.3 regarding single-family residential parking.

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
* The actual parking requirements for all uses subject to a Conditional Use Permit [CUP] or Administrative Use Permit [AUP] (refer to SPMC 36.230, Table 2-4 Commercial Zoning Districts—Allowed Uses and Permit Requirements for Commercial and Business Park Districts) are reviewed on a case-by-case basis via the CUP/AUP entitlement process. The listed parking requirements are the minimum; the CUP/AUP process may determine that additional parking is required. Reductions in required parking can only be approved via the variance process (SPMC 36.410.080), and per the 1983 Initiative, variances for parking are limited to a maximum of five percent of the required number of spaces.	

36.320.030 Sign Permit Requirements

No sign shall be installed, constructed, or altered unless it is first approved in compliance with this section.

A. Fees and plans required. *No changes are proposed to this section*

B. **~~Review and approval~~ Sign Permit Approval**. **Except as otherwise provided for herein, t**~~T~~he **~~Design Review Board~~ Director** shall review **~~all~~** Sign Permit applications and approve only those found to be in substantial conformance with all applicable requirements of this Division. ~~The Design Review Board may require conditions of approval as are reasonably necessary to achieve the purposes of this Division.~~ **Notwithstanding, signs on properties listed on the Historic Resources Inventory shall require approval by the Chair of the Cultural Heritage Commission. CHC Chair decisions may be appealed to the Cultural Heritage Commission, except the CHC Chair shall not participate in that appeal.**

C. Master Sign Plan.

1. When required. A Master Sign Plan shall be approved by the **~~Design Review Board~~ same body approving any associated application, and by the Director if there are no associated applications,** prior to the issuance of any Sign Permit for:

   a. A new nonresidential **~~project~~ use** with three or more tenants; and

   b. Major rehabilitation work on an existing nonresidential **~~project~~ use** with three or more tenants that involves exterior remodeling. For the purposes of this Division, major rehabilitation means adding more than 50 percent to the gross floor area of the building/buildings, or exterior redesign of more than 50 percent of the length of any facade within the project.

All signs installed or replaced within the nonresidential project shall comply with the approved Master Sign Plan.

2. Content of plan. *No changes are proposed to this section*

3. Revisions. A new Master Sign Plan approval shall be **required** ~~obtained~~ for substantial revisions to the original approval, as determined by the Director. If proposed changes are determined by the Director to be minor, the revisions may be reviewed and approved by the **Director.** **~~chair of the Design Review Board. If the changes are major, Design Review Board review and approval shall be required.~~**

D. Time limit for action. *No changes are proposed for this section*

36.320.050 Permitted Signs.

The following signs may be permitted in compliance with the zoning district requirements, sign standards, ~~**and**~~ sign permit procedures ~~**and DRB approval requirements of this Division,**~~ and the City's Design Guidelines for signs.

A. Awning and suspended signs (Section 36.320.080.A);

B. Banners (Section 36.320.080.B);

C. Freestanding/monument signs (Section 36.320.080.C);

D. **Menu boards (Section 36.320.080.D)**

~~**D**~~**E** Off-site directional signs (Section 36.320.080.D);

~~**E**~~**F**. Portable sidewalk signs (Section 36.320.080.E);

~~**F**~~**G**. Projecting signs (Section 36.320.080.F);

~~**G**~~**H**. Suspended signs (Section 36.320.080.G);

~~**H**~~**I**. Temporary signs (Section 36.320.080.H);

~~**I**~~**J**. Wall signs (Section 36.320.080.I); and

~~**J**~~**K**. Window signs (Section 36.320.080.J).

36.320.060 General Requirements for All Signs.

A. Sign area measurement. *No changes are proposed to this section*

B. Sign height measurement. *No changes are proposed to this section*

C. Sign location requirements.

1. All signs identifying an occupant, business, or use shall be located on the same site as the occupant, business, or use.

2. A sign may project over an adjacent public right-of-way only when authorized by an encroachment permit as well as a Sign Permit. No sign shall be located within a public right-of-way, except as otherwise allowed by this Division.

3. The **location of the sign or signs shall meet the following standards:** ~~**approval of a Sign Permit or Master Sign Plan shall require that the Design Review Board determine that each sign is located so that:**~~

   a. A freestanding or projecting sign is set back from property lines a distance that is appropriate for its height and area;

   b. Wall or projecting signs relate to the architectural design of the building, and that no signs cover windows, or spill over natural boundaries in the facade design and architectural features;

   c. The sign does not unreasonably block the sight lines of existing signs on adjacent properties; and

   d. The sign does not adversely affect pedestrian or vehicular safety.

D. Sign illumination. *No changes are proposed to this section*

E. Maintenance of signs. *No changes are proposed to this section*

36.320.070 Zoning District Sign Standards.
Only the signs and sign area authorized by this Section shall be allowed unless otherwise expressly provided in Section 36.320.080 (Standards for Specific Types of Signs).

A. Residential **uses**. ~~**and Commercial Office (CO)**~~ ~~**zoning districts**~~.

1. Number, type, and area of signs allowed. A parcel in a residential zoning district may be permitted one unlighted, wall mounted/flush sign, not to exceed two square feet in area. In addition, multi-family developments ~~**and parcels within the Commercial Office (CO) district**~~ **in any district** may be permitted one monument sign not to exceed **an area of** 12 square feet, or 24 square feet with ~~**Design Review Board**~~ **Planning Commission Chair** approval. Wall signs shall be located below the roof edge or eave. Monument signs shall not exceed three feet in height, or **up to six feet in height** with ~~**Design Review Board**~~ **Planning Commission Chair** approval.

~~**2. Findings for approval. The approval of a Sign Permit in the residential and professional commercial office zoning districts shall require that the review authority first make all the following findings:**~~

~~**a. The sign does not exceed the standards of this Division, and is of the minimum size and height necessary to enable motorists and pedestrians to readily identify the facility or site from a sufficient distance to safely and conveniently access the facility or site; and**~~

~~**b. The size, location, and design of the sign is visually complementary and compatible with the size and architectural style of the primary structures on the site, any prominent natural features of the site, and structures and prominent natural features on adjacent properties on the same street.**~~

B. Commercial and industrial zoning district sign standards. Signs in the commercial and industrial zoning districts established by Section 36.200.020 (Zoning Map and Zoning Districts) shall comply with the requirements in Table 3-9. **Notwithstanding, signs within the Downtown Specific Plan area shall comply with the sign requirements of the Downtown Specific Plan.**

TABLE 3-9. SIGN STANDARDS FOR COMMERCIAL ZONES

Allowed Sign Types	**Maximum Sign Height**	**Maximum Number of Signs Allowed per Parcel**	**Maximum Sign Area Allowed per Parcel**
Outdoor Signs Visible from a Street			
Awning	Below roof (1)	Single tenant site: 3 of any combination of allowed sign types per primary building frontage. 1 of any allowed sign type per secondary frontage.	Interior and/or corner parcel: 1 sf for each linear ft of primary building frontage (for buildings with multiple frontages, or a corner frontage such as within a shopping center, 1 sf for each linear foot of
Freestanding**/Monument**	3 ft; 6 ft with ~~**DRB**~~ **Planning Commission Chair** approval (see Section 36.320.080.C)		
Projecting, Wall	Below roof (1)		
Suspended	Below eave/canopy; with lowest point of sign at least 8 ft above grade.		

TABLE 3-9. SIGN STANDARDS FOR COMMERCIAL ZONES			
Allowed Sign Types	**Maximum Sign Height**	**Maximum Number of Signs Allowed per Parcel**	**Maximum Sign Area Allowed per Parcel**
		Multi-Tenant Site: For a site or building with 2 or more tenants, 1 of any allowed sign type per business frontage.	primary frontage plus 0.5 sf for each foot of one additional secondary frontage (i.e., rear, alley, or driveway frontage)). The total area of all signs on a single building frontage shall not exceed the total linear feet in that frontage. No more than 200 sf is allowed for each use.
Temporary/ Portable	See Sections 36.320.080.~~E~~F and 36.320.080.~~H~~I.		
Window	See Section 36.320.080.~~J~~K		
Indoor Signs, and Outdoor Signs Not Visible from a Street			
Awning, Freestanding, Projecting, Suspended, Wall, Window	Below roof (1)	See Section 36.320.080, as applicable.	
Notes: (1) At least one foot below the top of a parapet, the sill of a second floor window, and/or the lowest point of any cornice or roof overhang.			

C. Review Criteria. When approving a Sign Permit or Master Sign Plan, the review authority shall ensure that:

a. The sign does not exceed the standards of this Division; and

b. The size, location, and design of the sign is visually complementary and compatible with the size and architectural style of the primary structures on the site, any prominent natural features of the site, and structures and prominent natural features on adjacent properties on the same street.

36.320.080 Standards for Specific Types of Signs.
Proposed signs shall comply with the following standards where applicable, in addition to the sign area and height limitations, and other requirements of Section 36.320.070 (Zoning District Sign Standards), and all other applicable provisions of this Division.

A. Awning signs. *No changes are proposed to this section*

B. Banners. *No changes are proposed to this section*

C. Freestanding/monument signs. Freestanding/monument signs. The following standards apply to freestanding and monument signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. Sign height is limited to three feet, except that the ~~**Design Review Board**~~ **Planning Commission Chair** may approve a sign with a maximum height of six feet where ~~**it**~~ **the Planning Commission Chair** determines that site or business visibility would be inadequate with a lower height.

2. Sign width is limited to eight feet.

3. A sign may be placed only on a site frontage adjoining a public street.

4. Multiple signs shall be separated by a minimum of 75 feet to ensure adequate visibility for all signs. The Director may waive this requirement where the locations of existing signs on adjacent properties would make the 75-foot separation impractical.

5. The signs shall not project over public property, vehicular easements, or rights-of-way. Signs shall not obstruct traffic safety sight areas.

6. To assist emergency response personnel in locating the site, freestanding signs should contain an illuminated street address plate. Numbers should be a minimum of six inches in height. Address plates shall not be calculated as part of the allowed sign area.

D. **Menu Boards. Eating and drinking establishments may display one (1) wall-mounted menu board sign per street frontage of the business with a maximum sign size of two square feet, either illuminated or non-illuminated. Such signs shall not require a sign permit.**

~~**D**~~**E**. Off-site directional signs. Because of the City's compelling interest in ensuring traffic safety, and the City's interest in improving public convenience, off-site directional signs may be allowed in compliance with the requirements of this Subsection, and subject to the approval of a Sign Permit.

1. Where allowed. Directional signs may be approved within the commercial zoning districts, only on sites where:

   a. The review authority determines that a property owner has taken advantage of all permanent signs allowed by this Division, and site visibility remains seriously impaired; and

   b. The structure to which directions are being provided is on a lot that is located more than 150 feet from a predominant public street frontage, the site is developed with all other signs allowed by this Division, and the business entry and the other exterior signs allowed for the site by this Division are not visible from the predominant public street. The "predominant public street" shall mean the major vehicular route that provides access to the site and surrounding area.

2. Sign standards. An approved directional sign shall comply with all the following requirements.

   a. Number, size, and height limitations. Only one off-site directional sign shall be allowed. The sign shall not exceed an area of four square feet, or a total height of six feet.

   b. Design and construction standards. The appearance of the sign, including any graphics and/or text, will reflect attractive, professional design, and that the sign will be durable and stable when in place.

   c. Placement requirements. The sign shall be placed only on private property, at the location specified by the Sign Permit.

~~**E**~~**F**. Portable sidewalk signs. Each business may display one portable sidewalk sign in compliance with the following standards **and without a sign permit.**

~~**1. Required City approvals.**~~

~~**a. Design Review. The design of each portable sidewalk sign shall be approved by the Chair of the Design Review Board.**~~

~~**b.**~~ **1.** Encroachment Permit. An encroachment permit shall be obtained from the Public Works Department before any sign is placed in the public right-of-way. A public liability insurance policy, approved by the City attorney and naming the City of South Pasadena and its officers and employees as insured, shall be provided the City prior to issuance of an encroachment permit.

2. Sign size. Each sign shall not exceed a width of 2'-6". Sign height shall be limited to four feet, except that signs for businesses fronting on Fair Oaks Avenue and Huntington Drive may have a height of five feet. Sign height shall be measured perpendicular from the sidewalk surface to the highest point of the sign.

3. Sign placement. A portable sidewalk sign shall be placed only within the boundaries of the applicable business' street frontage, and shall be positioned so that it will not:

   a. Obstruct the sidewalk clearance required by the Americans with Disabilities Act (ADA).

   b. Impede any line of sight for motorists at vehicular public right-of-way intersections, as recommended by the City Engineer.

   c. Interfere with people exiting and entering parked cars.

4. Stabilization. The sign shall be stabilized to withstand wind gusts or must be removed during windy conditions.

5. Daily removal. The sign shall be removed from the sidewalk at the close of business.

~~**F**~~**G.** Projecting signs. The following standards apply to projecting signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. The maximum projection of a sign from a building wall over a public right-of-way shall not exceed 36 inches over a sidewalk, and 24 inches over a traffic way (e.g., an alley).

2. The maximum height of a projecting sign shall not exceed 14 feet, eave height, parapet height, or sill height of a second floor window, whichever is less. No portion of the sign shall project above the eave line of a sloped roof or the top of the parapet on a flat roof.

3. A projecting sign shall be installed to maintain a minimum clearance of eight feet from the bottom of the sign to the finished grade below.

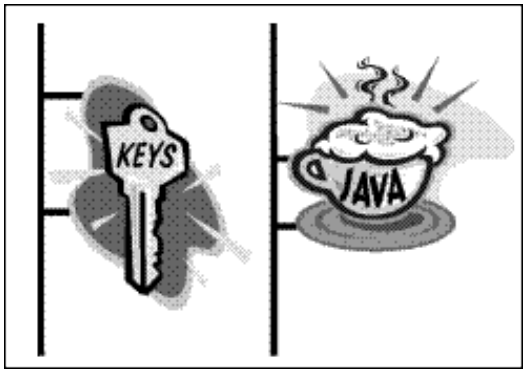

Figure 3-23. Use of Icons/Symbols

4. Icon signs using shapes or symbols uniquely suited to the business, creative shapes and three-dimensional signs are encouraged. See Figure 3-23.

5. The sign shall be graphically designed for pedestrians, with a maximum area of nine square feet on each sign face, regardless of the length of the building frontage.

6. Sign supports shall be ~~**well-designed and**~~ compatible with the design of the sign.

7. Interior illuminated boxed display signs ("can" signs) are prohibited.

~~**G**~~**H**. Suspended signs. The following standards apply to suspended signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. The bottom edge of a suspended sign shall not be closer than eight feet to a walking surface below.

2. Suspended signs shall not be internally illuminated. Indirect lighting may be allowed.

3. Lettering shall be limited to eight inches in height.

~~**H**~~**I**. Temporary signs. Temporary signs are allowed in all zoning districts **without a sign permit if the sign complies with** ~~subject to~~ the following requirements.

1. Maximum area and height. Sign area shall not exceed six square feet and sign height shall not exceed 48 inches.

2. Number. No more than one temporary on-site sign shall be placed on any parcel. Temporary window signs shall be limited to 20 percent of the window area.

3. Duration. No temporary sign shall be in place for more than 30 days, and after removal, the site shall be free from temporary signs for a minimum of 30 days.

~~**I**~~**J.** Wall signs. The following standards apply to wall signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. Wall signs may be located on the building frontage facade, and on any other building face where approved by the review authority.

2. The area of the largest wall sign shall not exceed seven percent of the area of the building facade on which the sign is mounted or painted, including the area of windows, doors, recesses, and the flat plane projection of sloping roofs.

3. The signs shall not project from the surface upon which they are attached more than required for construction purposes and in no case more than 12 inches.

4. The signs shall not project above the eave line or the edge of the roof of a building.

5. The signs shall not be placed so as to interfere with the operation of a door or window.

~~**J**~~**K**. Window signs. The following standards apply to window signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. Permanent window signs.

a. Signs shall be allowed only on windows located on the ground level and second story of a building frontage.

b. Permanent window signs shall not occupy more than 20 percent of the total window area.

c. Signage shall consist of individual letters, logos, or symbols applied to the glass surface; however, neon signs with transparent backgrounds may be hung inside the window glass line.

2. Temporary window signs. Temporary window signs **are** ~~may be~~ allowed **without a sign permit if the sign complies with** ~~**subject to**~~ the following **requirements.** ~~limitations~~.

a. The signs may be displayed inside a window for a maximum of ~~**15**~~ **30** days.

b. The area of the signs shall not exceed 20 percent of the total window area, including permanent signs.

c. Signs shall only be located within the ground-floor windows of the structure.

36.320.110 Definitions.
As used in this Division, the following terms and phrases shall have the meaning ascribed to them in this Section, unless the context in which they are used clearly requires otherwise.

A-Frame Sign. See “Portable Sidewalk Sign.”

Abandoned Sign. A sign that no longer advertises a business, lessor, owner, product, service or activity on the premises where the sign is displayed.

Awning Sign. A sign copy or logo attached to or painted on the valence of an awning.

Banner, Flag, or Pennant. Cloth, bunting, plastic, paper, or similar non-rigid material used for advertising purposes attached to a structure, staff, pole, line, framing, or vehicle, not including official flags of the United States, the State of California, and other states of the nation, counties, municipalities, official flags of foreign nations and nationally or internationally recognized organizations.

Bench Sign. Copy painted on a portion of a bench.

Blinking or Flashing Sign. A sign that contains an intermittent or sequential flashing light source.

Can Sign (Cabinet Sign). A sign that contains all the text and/or logo symbols within a single enclosed cabinet and may or may not be internally illuminated.

Changeable Copy Sign. A sign designed to allow the changing of copy through manual, mechanical, or electrical means including time and temperature.

Directional Sign. An on-site sign which is designed and erected solely for the purposes of directing vehicular and/or pedestrian traffic within a project.

Double-Faced Sign. A sign constructed to display its message on the outer surfaces of two identical and/or opposite parallel planes.

Electronic Reader Board Sign. A sign with a fixed or changing display composed of a series of lights, but not including time and temperature displays.

Freestanding/Monument Sign. An independent, freestanding structure supported on the ground having a solid base as opposed to being supported by poles or open braces.

Ground Mounted Sign. A sign fixed in an upright position on the ground not attached to a structure other than a framework, pole or device, erected primarily to support the sign. Includes monument signs and pole signs.

Illegal Sign. An illegal sign is any sign:

1. Erected without first complying with all regulations in effect at the time of its construction or use;

2. That was legally erected, but whose use has ceased, the structure upon which the display is placed has been abandoned by its owner, or the sign is not being used to identify or advertise an ongoing business for a period of not less than 90 days;

3. That was legally erected which later became nonconforming as a result of the adoption of an ordinance, the amortization period for the display provided by the ordinance rending the display conforming has expired, and conformance has not been accomplished;

4. That was legally erected which later became nonconforming and then was damaged to the extent of 50 percent or more of its current replacement value;

5. That is a danger to the public or is unsafe;

6. Which is a traffic hazard not created by relocation of streets or highways or by acts of the City; or

7. That pertains to a specific event, and five days have elapsed since the occurrence of the event.

Indirectly Illuminated Sign. A sign whose light source is external to the sign and which casts its light onto the sign from some distance.

Internally Illuminated Sign. A sign whose light source is located in the interior of the sign so that the rays go through the face of the sign, or light source which is attached to the face of the sign and is perceived as a design element of the sign.

Marquee (Canopy) Sign. A sign which is attached to or otherwise made a part of a permanent roof-like structure which projects beyond the building wall in the form of a large canopy to provide protection from the weather.

Menu Board. An incidental sign which is attached to the structure of an eating or drinking establishment (restaurant, pub, café, microbrewery, diner, dessert shop, bar, etc.) that typically displays available menu items and other incidental information for the establishment.

Moving Sign. A sign which uses movement, lighting, or special materials to depict action or create a special effect to imitate movement.

Nonconforming Sign. An advertising structure or sign that was lawfully erected and maintained prior to the adoption of this Zoning Code, but does not now completely comply with current regulations.

Obscene Sign. Signage when taken as a whole, which to the average person applying contemporary statewide standards, appeals to prurient interest and as a while depicts or describes in a patently offensive way sexual conduct which lacks serious literary, artistic, political or scientific value.

Off-Site Directional Sign. A sign identifying a publicly owned facility, emergency facility, or a temporary subdivision sign, but excluding real estate signs.

Off-Site Sign. A sign identifying a use, facility, service, or product which is not located, sold, or manufactured on the same premise as the sign or which identifies a use, service, or product by a brand name which, although sold or manufactured on the premise, does not constitute the principal item for sale or manufactured on the premise.

Permanent Sign. A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.

Pole/Pylon Sign. An elevated freestanding sign, typically supported by one or two poles or columns.

Portable Sign. A sign that is not permanently affixed to a structure or the ground.

Portable Sidewalk Sign. A temporary “a-frame” or “sandwich board” sign that is placed on a public sidewalk to advertise a nearby business.

Projecting Sign. A sign other than a wall sign suspending from, or supported by, a structure and projecting outward. Includes blade signs.

Roof Sign. A sign constructed upon or over a roof, or placed so as to extend above the edge of the roof.

Sign. A structure, device, figure, display, message placard, or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended, or used to advertise, or to provide information in the nature of advertising, to direct or attract attention to an object, person, institution, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. Does not include murals, paintings and other works of art that are not intended to advertise or identify any business or product.

Sign Area. The entire area within a perimeter defined by a continuous line composed of right angles using no more than four lines which enclose the extreme limits of lettering, logo, trademark, or other graphic representation.

Suspended Sign. A pedestrian-oriented sign that is suspended from the underside of a canopy, arcade structure, or similar structure.

Temporary Sign. A sign intended to be displayed for a limited period of time and capable of being viewed from a public right-of-way, parking area or neighboring property.

Vehicle Sign. A sign which is attached to or painted on a vehicle which is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.

Wall Sign. A sign which is attached to or painted on the exterior wall of a structure with the display surface of the sign approximately parallel to the building wall.

Window Sign. A sign posted, painted, placed, or affixed in or on a window exposed to public view. An interior sign which faces a window exposed to public view and is located within three feet of the window.

~~**36.350.120 (Mixed Use Projects)**~~

~~**A. Applicability. The following provisions apply to commercial projects that integrate retail and/or office uses with residential uses on the same parcel.**~~

~~**B. Density. The maximum residential component of a mixed use project shall be 24 dwelling units per acre.**~~

~~**C. Location of uses. Commercial and residential uses within a mixed-use project shall be fully separated, with residential units limited to the rear portion of the first story, and/or on the second and higher stories.**~~

36.350.200 Residential Uses—Accessory Dwelling Units (ADUs).

A. Definitions. *No changes are proposed to this section.*

B. Applicability. *No changes are proposed to this section.*

C. Applications. Pursuant to Government Code Section**s** ~~**65852.2**~~ **66316 and 66317** applications for accessory dwelling units shall be considered ministerially (staff-level approval based on objective standards) within 60 days after the application is deemed complete. **If the permit application for an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the action on the accessory dwelling unit permit may be delayed until the city approves or denies the permit application to create the new single-family or multifamily dwelling, however, the accessory dwelling unit permit application shall be considered without discretionary review or hearing.** The application for the creation of an ADU or JADU shall be deemed approved if the local agency has not acted on the application within 60 days from the date it is deemed complete. The application process and requirements shall be set forth in a written document provided by the Planning Department.

1. Timing of concurrent applications. An applicant may submit an application to construct an ADU concurrently with other proposed development, such as new construction of or an addition to an existing primary dwelling. The following shall apply in these cases:

   a. New construction of primary dwelling unit, with attached ADU/JADU or detached ADUs. Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the ADU/JADU application may be deemed complete and approved. ADU applications submitted prior to the construction of a primary dwelling unit which was subject to discretionary review and which conflict with the conditions of approval for the primary dwelling unit shall be denied unless the primary dwelling unit conditions of approval are first amended.

   b. Conversions of existing accessory structures. The ADU application for conversion of a detached accessory structure may be approved within 60 days after it has been deemed complete, regardless of a concurrent application for an addition to the primary dwelling. If the conversion is a garage that removes existing parking, replacement parking for the primary structure shall not be required, and the proposed addition to the primary dwelling shall not require additional parking.

   c. Additions to existing primary dwelling unit with proposed attached ADU/JADU. Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the attached ADU/JADU application may be deemed complete and approved, unless the ADU application is for a conversion. See Subsection J below for historic properties.

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

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

D. Ownership. An ADU ~~or~~ **may be sold or conveyed to low- or moderate-income persons separately from the primary dwelling unit in accordance with Government Code Sections 66340 and 66341, as may be amended from time to time, if the ADU is built or developed by a qualified nonprofit corporation meeting state law requirements. A** JADU may not ~~be owned or~~ **be** sold separately from the primary dwelling. The City may require a deed restriction in a form approved by the City Attorney to **memorialize and** enforce the restrictions set forth in **state law**.

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

E. Development standards for ADUs on single-family properties. The following standards apply to ADU development on a property that is not a historic property (see subsection (J) of this section **for historic property standards**). **ADU development meeting the criteria of Government Code Section 66323(a)(1) through (4) shall not be subject to any objective development or design standards beyond those set forth in Government Code Section 66323.**

1. Location.

a. Number of ADUs. One ADU, either attached or detached, and one JADU shall be allowed on a single-family property. **Pursuant to Government Code Section 66323, a property owner may also convert an existing structure to an ADU, in addition to the ADU and JADU listed above.**

b. Location on site. *No changes are proposed to this section*

c. Hillside locations. An ADU on a hillside property may be attached **to** or detached **from the primary dwelling unit**, in a location within, behind or underneath the primary dwelling, underneath a parking bridge even if it is closer to the front property line than the primary dwelling, or as a conversion of existing space. ~~**A hillside development permit may be required, consistent with SPMC 36.340.**~~

d. Location in front of primary dwelling. If 50 percent or more of the existing primary dwelling is located in the rear one-third of a property that is not a historic property, an attached or detached ADU shall be allowed in front of the primary dwelling as follows:

i. Ministerial review (staff approval). For an ADU that is one story, not more than 850 square feet for a unit with up to one bedroom or 1,000 square feet if the unit includes two or more bedrooms, and maximum 16 feet in height.

ii. ~~**Design Review Board**~~ **Planning Commission Chair** approval. For an ADU that exceeds the standards of subsection (E)(1)(d)(i) of this section, and is no more than 1,200 square feet in size and maximum two stories not to exceed a height of 18 feet for a flat roof, plus a one-foot parapet, and 22 feet for a pitched roof.

e. Standards for ADUs in front of primary dwelling. *No changes to this section*

2. Floor Area. Floor area of an ADU that exceeds the property's lot coverage and floor area ratio (FAR) requirements shall be permitted as required by Government Code ~~**65852**~~ **66321** and as specified in this subsection. An ADU which is proposed to exceed lot coverage and floor area ratio

(FAR) as described below shall not be approved, unless the size is reduced to comply with this subsection. For purposes of development of other structures on the property, the floor area of an existing ADU shall be counted in the calculation of the property's total lot coverage and floor area ratio, except that when an existing garage has been converted or partially converted to an ADU and no other garage has been or is proposed to be constructed on site; up to 500 square feet of such garage conversion shall not be counted toward lot coverage and floor area ratio.

a. New construction attached ADU. *No changes are proposed to this section*

b. New construction detached ADU. *No changes are proposed to this section*

c. Conversion ADUs. *No changes are proposed to this section*

d. Junior accessory dwelling units (JADUs). *No changes are proposed to this section*

3. Height limits. The maximum height of an attached or detached new accessory dwelling unit shall not exceed the following limits**, subject to Government Code Section 66321(4)(B)**. For purposes of this section, "story" shall mean a distinct level of living space, excluding loft area that is open to living space below:

a. For a one-story ADU: 16 feet to top of parapet or pitched roof. **A height of 18 feet may be allowed for a detached accessory dwelling unit on a lot with an existing or proposed single-family dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two feet in height may be allowed to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit**.

b. *No changes are proposed to this section*

c. For a conversion ADU (without an expansion): the height of the existing structure.

d. A height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling." (Govt. Code Section 66321(b)(4)(D)).

e. Notwithstanding the maximum height requirements, in no case shall an accessory dwelling unit exceed two stories.

4. Setbacks. *No changes are proposed to this section*.

a. *No changes are proposed to this section*

5. *No changes are proposed to this section*

6. Standards for JADUs (see also subsection (I) of this section). *No changes are proposed to this section*

a. *No changes are proposed to this section*

b. *No changes are proposed to this section*

F. Development standards for ADUs on multifamily and mixed-use properties. **ADU development meeting the criteria of Government Code Section 66323(a)(1) through (4) shall not be subject**

to any objective development or design standards beyond those set forth in Government Code Section 66323.

1. Where these standards conflict with the design standards set forth in subsection (J) of this section for historic properties, the standards set forth in subsection (J) of this section shall control.

2. Number of detached ADUs. Not more than ~~**two**~~ **eight** detached accessory dwelling units may be located on lots with a**n existing** multifamily dwelling**, provided that the number of accessory dwelling units shall not exceed the number of existing units on the lot. On a lot with a proposed multifamily dwelling not more than two detached accessory dwelling units shall be permitted**.

3. Setbacks. An accessory dwelling unit shall comply with the front yard setback requirements of the applicable zoning district (see Article 2, Zoning Districts, Allowable Land Uses, and Zone-Specific Standards), except that no setback shall be required for the conversion of an existing structure, and a setback of no more than four feet from the side and rear lot lines shall be required for new construction.

~~**3**~~**4**. Detached ADU standards. The accessory dwelling units shall maintain four-foot side and rear yard setbacks, and shall not exceed ~~**16**~~**18** feet for a one-story structure or, for a two-story structure, 18 feet for a flat roof, plus a one-foot parapet, or 22 feet for a pitched roof. **A height of 18 feet may be allowed for a detached accessory dwelling unit on a lot with an existing or proposed multi-family dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two feet in height may be allowed to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.**

5. **Attached ADU standards. A height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling." Govt. Code Section 66321(b)(4)(D).**

6. Conversion ADUs. Non-livable space within the existing building envelope on lots with a multifamily dwelling, including storage rooms, boiler rooms, passageways, attics, basements, or garages, may be converted into accessory dwelling units if each unit complies with State building standards for dwellings and on the condition that the number of accessory dwelling units created do not exceed 25 percent of the number of existing multifamily dwelling units, or at least one unit, including the accessory dwelling units created. **The term "livable space" shall have the meaning set forth in Government Code Section 66313(e) as it may be amended from time to time.**

G. Development standards applicable to ADUs on all properties. **ADU development meeting the criteria of Government Code Section 66323(a)(1) through (4) shall not be subject to any objective development or design standards beyond those set forth in Government Code Section 66323.**

1. Two-story ADUs. Except as approved by the ~~**Design Review Board**~~ **Planning Commission Chair** pursuant to subsection (E)(1)(d) of this section, a two-story ADU shall comply with the following standards as applicable **unless otherwise exempted by state law**. Where these standards conflict with ADU design standards set forth in subsection (J) of this section for historic properties, the standards set forth in subsection (J) of this section shall control.

   a. Windows. Where primary dwelling units are not allowed to build within six feet of the property line, the following shall be required: on second-floor elevations with setback less than six feet from a property line shared with adjacent residential parcels, only fixed windows, or fixed panes of a window assembly, composed of plain obscured glass (such as frosted) with no color shall be placed in the area up to five feet above the interior floor height. Any clear window or window

pane on these elevations shall be placed so that the bottom of the clear glass is at least five feet above the interior floor height.

b. Balconies. Balconies shall only be allowed on elevations facing the interior of the property, e.g., facing the primary dwelling and/or the back yard area directly behind the primary dwelling. In the case of an ADU on a corner lot, a balcony may face the adjacent street.

c. Setbacks for second floor. The second floor of an ADU shall be set back a minimum of four feet from the side and rear property lines.

i. Notwithstanding the above, a second-floor ADU proposed above an existing accessory structure shall be allowed to maintain the same setback as an existing wall provided the wall is at least three feet from the property line.

d. Second-floor articulation. Thirty percent of the side and rear wall plane above the first floor shall be articulated with minimum 18-inch recesses.

2. Separate entrance. An attached ADU shall have an outdoor entrance that is separate from the primary dwelling.

3. Interior facility requirements. An ADU shall provide living quarters independent from the primary dwelling, including living, sleeping, permanent provisions for cooking and a bathroom.

4. Utilities. An ADU may have shared or separate utility services (e.g., an electrical and/or gas meter) from the primary dwelling.

5. Mechanical equipment. Outdoor equipment associated with electric split or mini-split heating and cooling systems dedicated solely to an attached or detached ADU may be placed in the rear yard setback area.

H. Parking.

1. Exemptions. With the exception of subsection (I)(1) of this section, no off-street parking shall be required for an ADU or JADU if:

a. The ADU is located within one-half mile walking distance of a bus stop or light rail station.

b. When on-street parking permits are required but not offered to the occupant of the ADU.

c. The ADU is within a historic district or an eligible historic district, or a designated historic property, as identified by the National Register for Historic Places, the California Register for Historic Places, or the City's Cultural Heritage Ordinance.

d. The ADU or JADU is within the existing primary dwelling.

e. There is a car share vehicle located within one block of the ADU.

2. Parking required. Parking shall be required for an accessory dwelling unit under the following conditions (see also subsection (I)(1) of this section):

a. If the ADU does not qualify for an exemption based on the list above, in which case one off-street parking space shall be required.

b. If the ADU or ADUs are within a multifamily property, in which case one off-street parking space shall be required per three accessory dwelling units, or fraction thereof. The requirement shall be cumulative if ADUs are built sequentially.

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

1. Parking. If the property is located adjacent to a narrow street, defined as a street with a width of less than 28 feet, one off-street parking space shall be provided. The ADU may not displace existing parking for the primary residence. Notwithstanding, a garage may be converted to an ADU if all removed parking spaces are provided elsewhere on the property for the primary dwelling in addition to the parking space to be provided for the ADU.

2. Fire sprinklers. Fire sprinklers shall be required.

3. Distance from front property line. A detached ADU shall be located within 150 feet of the front property line in order to facilitate emergency fire access, including deployment of an industry-standard, preconnected 250-foot hose line. Notwithstanding, for flag lots, for the purpose of deploying industry-standard hose packs, the ADU may be located within 100 feet of a dry standpipe installed on the property with approval of the Fire Chief.

J. Design standards for historic properties. **ADU development meeting the criteria of Government Code Section 66323(a)(1) through (4) shall not be subject to any objective development or design standards beyond those set forth in Government Code Section 66323.**

1. Applicability. ADUs proposed for development on a historic single- or multifamily property shall comply with the design standards set forth in this subsection and the South Pasadena Design Guidelines for ADU Development on Historic Properties. The following types of ADUs are permitted on historic properties:

a. Conversion of an existing accessory structure, with or without additional floor area.

b. New construction of a detached ADU.

c. JADUs within the envelope of the existing primary dwelling, consistent with the requirements of subsection (J)(8)(f) of this section.

2. Exemptions. Detached ADUs and accessory structure additions on a historic property that are not visible from the public right-of-way are not subject to compliance with this subsection or the South Pasadena Design Guidelines for ADU Development on Historic Properties. Visibility from the public right-of-way for this purpose shall be determined as follows:

a. Visibility of the structure from the street immediately in front of and within 10 feet on either side of any street-adjacent property line(s). This shall include both adjacent streets for corner properties. An alley is not considered a public right-of-way for this purpose.

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

3. Procedures. Detached ADUs subject to requirements of this subsection shall require ministerial (staff-level) approval, except in the following instances:

   a. Cultural Heritage Commission (CHC) review and approval. CHC review and approval shall be required if an application proposes new construction of a detached ADU or additions to an existing accessory structure if the proposed ADU does not comply with the standards set forth in this subsection (J).

4. Location.

   a. New construction, detached ADU. Detached ADUs shall be located at the rear of the property, except as provided in subsection (J)(4)(b) of this section.

   b. New construction, detached ADU in front of primary dwelling. If 50 percent or more of the primary dwelling is located at the rear one-third of a property and there is no other location on the property in which a maximum 800-square-foot ADU could be added, a detached ADU shall be allowed in front of the primary dwelling, in compliance with subsections (E)(1)(e) and (J)(8) of this section and with the following:

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

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

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

      iv. The maximum height of the ADU in front of the primary dwelling shall be ~~16~~ **18** feet.

   c. Accessory structure additions. If an accessory structure is subject to the provisions of this subsection (J), the addition shall not be attached to the front facade (the facade containing the main/vehicular entrance) of the accessory structure.

5. Size and height limits. ADUs shall comply with the size and height standards set forth in subsection (E)(3) of this section as well as the following, in order to avoid an adverse impact on the historic property. In case of conflict, these standards shall apply:

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

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

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

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

so that it is still lower than the height of the primary dwelling as viewed from the public right-of-way.

6. Demolition of accessory structures.

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

7. Architectural style.

    a. A new construction detached ADU subject to the requirements of this subsection (J) shall be designed as a simplified stylistic variation of its primary dwelling through the incorporation of the design elements listed in subsections (J)(8) and (9) of this section, and the South Pasadena Design Guidelines for ADU Development on Historic Properties.

    b. Exterior changes to an existing accessory structure subject to the requirements of this subsection (J) shall comply with relevant requirements listed in subsections (J)(8) and (9) of this section, and the South Pasadena Design Guidelines for ADU Development on Historic Properties.

8. Required design elements.

    a. Roof type/pitch for new construction detached ADUs and accessory structure additions. The roof type (flat, gable, hipped) shall match the primary dwelling or existing accessory structure (if attached to the accessory structure). The roof pitch (low, medium, steep) shall be similar to the primary dwelling/existing accessory structure and within the roof pitch range that is appropriate for the architectural style of the dwelling/structure as specified in the Design Guidelines for ADU Development on Historic Properties.

    b. Roof material. New roof materials for a new construction detached ADU or an accessory structure conversion/addition shall match the primary dwelling or the existing accessory structure (if attached to the accessory structure), with the following exceptions. Vinyl tiles and cement shakes are prohibited.

        i. Composition shingle roofing is an acceptable alternative to wood shingle.

        ii. Cement tile roofing is an acceptable alternative to clay tile.

        iii. Solar shingle roofing is an acceptable alternative to asphalt composition or wood shingle roofing.

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

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

i. Accessory structure conversions/additions. Existing garage doors may be replaced with new doors or infilled; provided, that the framing to the original opening is preserved.

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

f. Entrances and new windows in junior accessory dwelling units (JADUs). JADU entrances and new windows, if required by building code, shall be located on a secondary (non-street facing) facade, or the facade that does not contain the main entrance to the primary dwelling (if on a corner lot property), where feasible.

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

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

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

1. The City may impose a fee on the applicant in connection with approval of an ADU for the purpose of defraying all or a portion of the cost of public facilities related to its development, as provided for in Government Code Sections ~~**65852.2(f)(1)**~~ **66324(a)** and 66000(b).

2. The City will not consider an ADU to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU was part of an application for a new single-family dwelling.

3. The City shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. Units that are deed restricted, that rent can be no more than 80 percent of area median income (AMI), are exempt from impact fees.

4. The City shall collect school impact fees pursuant to the State law for development of an ADU or JADU.

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

36.375.060 Alternatives to On-Site Provision.

As an alternative to developing required inclusionary units within an affected residential project, the requirements of this division may be satisfied by the following ~~**as applicable to the size of the project**~~:

A. For ~~**rental projects of three or four units or for**~~ any ownership project: payment of an in-lieu fee as established by City Council resolution and updated from time to time as deemed appropriate, subject to the provisions of SPMC 36.375.110 (In-Lieu Fee Payment and Administration).

B. For **any** rental project~~s of five or more units~~, the applicant may choose one of the following, subject to Planning Commission approval:

1. Provision of an equivalent number of off-site units consistent with SPMC 36.375.050 (Inclusionary Unit Requirement) above, subject to the provisions of SPMC 36.375.100(A) (Deed restriction). The following shall apply to this alternative:

    a. The off-site units shall be located on a property within 1,500 feet of the proposed project, or in a comparable neighborhood as determined by the Planning Commission.

    b. The affordable units shall be of comparable size and quality to the market rate units in the proposed project and subject to the relevant standards in SPMC 36.375.070 (Standards Governing Inclusionary Units).

2. Rehabilitation/conversion of an equivalent number of existing units to affordable units consistent with SPMC 36.375.050 (Inclusionary Unit Requirement) above, subject to the provisions of SPMC 36.375.100(A) (Deed restriction). The following shall apply to this alternative:

    a. The acquisition and rehabilitation shall be applied to market rate units within the City and the conversion of those units to affordable units;

    b. Eligible improvements. The rehabilitation of the market rate units shall improve the units' structural integrity and livability to include improvements to the roofing, flooring, plumbing, heating, and air conditioning as applicable.

3. Dedication of land that is zoned and developable for housing, subject to City Council acceptance, greater or equal to the average cost of construction of the units within the project, with the valuation subject to Planning Commission approval.

- **Article 4 Zoning Approval Procedures**

36.400.020 Authority for Land Use and Zoning Decisions.
Table 4-1 (Review Authority) identifies the City official or body responsible for reviewing and making decisions on each type of application, land use permit, and other approvals required by this Zoning Code. **For Cultural Heritage Commission, see SPMC Chapter 2 (Administration).**

TABLE 4-1. REVIEW AUTHORITY						
Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	~~DRB (2)~~	~~CHC (3)~~ PC Chair (2)	Planning Commission	City Council
Administrative Modification	36.410.070	Decision (~~43~~)		-	Appeal	Appeal
Administrative Use Permit	36.410.060	Decision (~~43~~)		-	Appeal	Appeal
Affordable Housing Review	36.370			-	Decision	Appeal
CEQA Certification/ Adoption	36.400.070			Certify (6)	Certify (~~54~~) (6)	Certify (~~54~~) (6)
~~Certificate of Appropriateness~~	~~See Municipal Code~~	-	-	~~Decision (9)~~	-	~~Appeal~~
Conditional Use Permit	36.410.060			-	Decision	Appeal
Density Bonus Review	36.370	Decision		-		
Design Review (~~65~~)	36.410.040	Decision	~~Decision~~	Decision	Appeal	~~Appeal~~
Design Review for Mixed-Use or Multi-Family of 7 dwelling units or more, or Not-Exempt from CEQA (~~75~~)	36.410.040		~~Sub-committee (10)~~	-	Decision	Appeal
Development Agreement	36.430			-	Recommend	Decision
Emergency Shelters	36.350.250	Decision		-		
General Plan Amendment	36.620			-	Recommend	Decision
Hillside Development Permit – New structures	36.410.065			-	Decision	Appeal
Home Occupation Permit	36.410.030	Issued		-		
Ministerial Review	**36.410.040**	**Decision**			Appeal	
Minor Design Review	36.410.040	Decision (42), ~~(8)~~		-	Appeal	Appeal

TABLE 4-1. REVIEW AUTHORITY						
Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	~~DRB (2)~~	~~CHC (3)~~ **PC Chair (2)**	Planning Commission	City Council
Minor Hillside Development Permit – Modifications to existing structures **(7)**	36.410.065	**Decision**		**Decision**	Appeal	Appeal
Parking Use Permit	36.410.090	Decision		-	Appeal	Appeal
Planning Clearance	36.410.020	Issued		-		
Planned Development Permit	36.410.100			-	Decision	Appeal
Reasonable Accommodation	36.400.110	Decision		-	Appeal	Appeal
Sign Permit **(8)**	36.320	**Decision**	~~**Decision**~~	**Decision**	Appeal	Appeal
Single Room Occupancy	36.350.260	Decision		-		
Specific Plan	36.440			-	Recommend	Decision
Temporary Use Permit	36.410.050	Issued		-		
Valet Parking Use Permit	36.310.111			-	Decision	Appeal
Variance	36.410.080			-	Decision	Appeal
Zoning ~~**Text**~~ **Code** Amendment	36.620			-	Recommend	Decision
Zoning Code Interpretation	36.110	Decision (**43**)		-	Appeal	Appeal
Zoning Map Amendment	36.620			-	Recommend	Decision

Notes:

(1) "Recommend" means that the review authority makes a recommendation to a higher decision-making body; "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Division 36.610 (Appeals); and "Issued" means the nondiscretionary permit shall be granted by the Director.

~~**(2) "DRB" means the Design Review Board. (See SPMC 36.410.040.)**~~

~~**(3) "CHC" means the Cultural Heritage Commission. (See Municipal Code.)**~~
(2) PC Chair means the Chair of the Planning Commission or his/her designee (See 36.410.040.D.2).

(**43**) The Director may defer action on zoning approval applications and refer the items to the Commission for the final decision. ~~**In a similar manner, the Director may defer action on a Design Review application and refer the item to the DRB for the final decision.**~~

(~~**5**~~**4**) The Planning Commission and Cultural Heritage Commission shall certify/approve the CEQA documents, except in those instances where the Council has final review authority for the application, in

TABLE 4-1. REVIEW AUTHORITY						
Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	~~DRB (2)~~	~~CHC (3)~~ **PC Chair (2)**	Planning Commission	City Council
which case the Planning Commission and/or Cultural Heritage Commission provide recommendation on the CEQA documents to City Council. When a Certificate of Appropriateness is part of a project that requires Planning Commission approval, the Cultural Heritage Commission is the recommending body to the Planning Commission for the Certificate of Appropriateness and associated CEQA and technical documents relating to historic resources. (~~6~~**5**) Design Review of all structures is required pursuant to SPMC 36.410.040. (~~7~~**6**) CEQA means the California Environmental Quality Act. **~~(8) Decision is by the Planning Director or Chair of the Design Review Board.~~** **~~(9) If a Certificate of Appropriateness is associated with an application requiring approval by the Planning Commission, the Cultural Heritage Commission shall be the recommending body to the Planning Commission for the Certificate of Appropriateness and the associated environmental and technical documents relating to historic resources (see SPMC 36.400.030).~~** **~~(10) A subcommittee (two members) of the Design Review Board shall work with staff in reviewing the design component of the project.~~** **(7) For Minor Hillside Development Permits, the Director reviews applications for up to 500 square feet of additional floor area; the PC Chair reviews applications that exceed 500 square feet of additional floor area.** **(8) Signs on historic buildings shall require approval by the chair of the CHC. (See also 36.320.070.A.1 and Table 3-9)**					

36.400.040 Application Preparation and Filing.

The preparation and filing of applications for zoning approvals, amendments (e.g., General Plan, Zoning Code, Zoning Map, and specific plan), and other matters pertaining to this Zoning Code shall comply with the following requirements:

A. Pre-application review.

1. A prospective applicant or agent is strongly encouraged to request a pre-application review with the Department before completion of project design and the formal submittal of a zoning approval application.

   a. If the project is for development on slopes **of 20% or** greater ~~than 30 percent~~, a pre-application review is required prior to applying for the Hillside Development Permit.

2. A pre-application review, accompanied by preliminary project plans and designs and the required filing fee, will be reviewed by affected City departments and other selected agencies.

3. The reviewing City staff members will inform the applicant of requirements as they apply to the proposed project, provide a preliminary list of issues that will likely be of concern during formal application review, suggest possible alternatives or modifications to the project, and identify any technical studies that may be necessary for the environmental review process when a formal application is filed.

4. Neither the pre-application review nor information and/or pertinent policies provided by the Department shall be construed as a Department recommendation for approval or disapproval of the application or project.

B. Application contents and fee. *No changes are proposed to this section*

C. Eligibility, filing. *No changes are proposed to this section*

D. Filing date. *No changes are proposed to this section*

~~**36.400.045 Major Project Review.**~~

~~**The purpose of the major project review is to allow the City to review major projects in an efficient and expeditious manner with the support of qualified, independent planning consultants. In furnishing project-specific expertise and planning services, the consultants are acting as independent contractors; are to furnish such services in their own manner and methods; have no conflicts of interest with the City or applicant; and are in no respects to be considered officers, employees, servants or agents of the City.**~~

~~**A. Definition. Major project reviews will be required for the following projects:**~~

~~**1. Master plans or amendments to master plans;**~~

~~**2. Multi-family projects consisting of seven or more dwelling units;**~~

~~**3. Projects involving new construction of more than 10,000 square feet of nonresidential gross floor area;**~~

~~**4. General Plan amendments;**~~

~~**5. Zoning Code amendments; or**~~

~~**6. Other complex projects at the discretion of the Planning and Community Development Director.**~~

~~**B. Procedures.**~~

~~**1. Scheduling. Within 10 days of receipt of a project application by an applicant, the City shall determine whether the proposed project requires a major project review.**~~

~~**2. Assigned consultant. If the City determines that a proposed project falls within the definition of major project, the City will assign a consultant under contract with the City and with the appropriate planning expertise to facilitate the major project review. At the conclusion of the major project review, the City will make the final determination with respect to the review by ultimately exercising its independent judgment on the proposed project and its related entitlements in compliance with all applicable federal, state, and local laws and regulations.**~~

~~**3. Fee. The applicant shall be responsible to reimburse the City for the actual cost of the major project review.**~~

~~**4. Deposit of estimated fee. Upon request for eligible major project review, staff will provide a written estimate to the applicant for the cost of the consultant plus a 10 percent administrative fee for the administrative cost associated with the City implementing the**~~

~~**major project review of the applicant's project. Prior to initiation of the major project review the applicant shall advance 50 percent of the total estimated fee amount to the City as a deposit. The City will draw funds from the deposited account as needed to reimburse the cost of the consultant plus the 10 percent administrative fee. City shall maintain a written record of accounting of the balance of the deposited account. Applicant shall deposit the remaining 50 percent estimated fee when notified to do so by staff. Applicant shall deposit any additional funds necessary to complete the major project review, as determined by the Director. City shall not perform major project reviews unless sufficient funding, as determined by the Director, is on deposit with the City for this purpose. Upon the completion of the major project review, the City's discretionary action on the proposed project, and payment in full of the City's costs of the consultant, any funds remaining unused in the applicant's deposited account shall be returned to the applicant.**~~

~~**5. Filing date. The filing date of an application requiring major project review shall be the date on which the Department receives the last submission of all materials required in compliance with SPMC 36.400.060 and this section and deposits of all fees required by subsection (B)(4) of this section and deemed complete by the Director.**~~

36.400.070 Environmental Assessment

After acceptance of a complete application, the project shall be reviewed as required by the California Environmental Quality Act (CEQA)~~ **and the South Pasadena Environmental Review Guidelines**~~.

36.410.020 Planning Clearances.

A. Purpose of section. *No changes are proposed to this section*

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

1. Planning clearance required. *No changes are proposed to this section*

a. Specifically, a planning clearance shall be required for:

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

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

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

ii. Penalty for tree violations. Pursuant to SPMC 34.16 (Violations) of Chapter 34 SPMC (Trees and Shrubs), it is unlawful for any person to remove or transplant any significant or mature heritage tree, a significant or mature native species tree, or a significant or mature oak tree from any property within the City unless a tree removal permit is first obtained from the City. It is unlawful for any person to trim or prune more than 20 percent of the live foliage or limbs of any significant or mature heritage tree located within the City within any 12-month period, or cause the same to be done, without first obtaining a tree trimming permit from the City. It is unlawful for any person to trim or prune more than 10 percent of the live foliage or limbs of any significant or mature oak

or significant or mature native species tree located within the City within any 12-month period, or cause the same to be done, without first obtaining a tree trimming permit from the City. It is unlawful for any person to damage or cause to be damaged any significant or mature heritage tree, a significant or mature oak tree, or a significant or mature native species tree located within the City. It is unlawful for any person to remove any significant or mature tree or shrub from the parkway area between a sidewalk or private property line and street curb, without the written permission of the Public Works Director or designee.

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

iii. For purposes of this section, the prohibition period for issuance of building permits shall commence on the date the City had actual knowledge of the violation. The owner shall have the burden of proving an earlier commencement date, if entitlement to an earlier date is claimed.

iv. Notwithstanding the aforementioned penalty, building or construction-related permits may be issued if in the opinion of the Director **~~of Planning and Building~~** they are necessary for the preservation of public health, safety or welfare.

(3) A change of ownership or tenancy of an existing nonresidential structure or use, which shall be filed before reuse or reopening under the new ownership or business name.

b. Following the occurrence of a bona fide emergency (e.g., natural disaster, etc.), as determined by the Council, an Emergency Building Permit and Temporary Planning Clearance may be issued by the appropriate City departments with adequate security, provided in compliance with Section 36.420.030 (Performance Guarantees), in order to provide for an expeditious zoning approval review and reconstruction process.

c. No person shall occupy or use any newly constructed or altered structure, alter any structure, or change any use, or type or class of use, without first applying for and obtaining the required Planning Clearance.

2. Business License required. A Business License is required for all nonresidential (e.g., commercial office and retail, industrial, etc.) activities in compliance with Municipal Code Chapter 18 (Business, Professions and Trades).

C. Review authority. *No changes are proposed to this section*

D. Conflicting licenses and zoning approvals prohibited. *No changes are proposed to this section*

36.410.040 Design Review.

A. Purpose. *No changes are proposed to this section*

B. Applicability.

1. Required review. The exterior impacts of all projects within the following categories are subject to Design Review.

a. Residential development. Any single-family and multi-family residential project that requires a Building Permit for any exterior construction or modification.

b. Commercial and industrial development. Any project involving the construction of, or exterior change to, any structure, landscaping, or permanent signs on a parcel or lot zoned commercial and/or industrial.

2. Exemption from review. All projects within the following categories shall be exempt from the provisions of this section.

a. All construction, work, or labor on structures or for replacement or repair, which uses the same materials and colors and which does not alter the design of the structure, including re-roofing of like-for-like material and where no structural modifications are required;

b. Emergency shelters;

c. Single room occupancy

d. Accessory Dwelling Units.

C. Application filing and processing.

1. Submittal requirements. Application for consideration of Design Review shall be made to the ~~**Planning**~~ Director on the application form provided by Planning Division, shall be accompanied by the required filing fee, and shall include such information and documents required in the Design Review Submittal Checklist form provided by the ~~**Planning**~~ Director.

2. Retention of materials. All application materials shall be retained by the City to ensure full compliance with all formal Design Review decisions.

D. Design Review Authority.

1. Planning Commission review. The Planning Commission **shall** ~~will~~ be responsible for the Design Review of the following developments:

a. As identified in subsection (B) (Applicability) of this section, all developments which require a Hillside Development Permit, a Conditional Use Permit, a Variance, a Planned Development Permit**, or any combination thereof**;

b. Multifamily developments containing seven or more units**, that are not subject to ministerial review (SPMC Section 36.410.040.D.5)**;

c. Multifamily developments containing six or fewer units not exempt from CEQA**;**

d. **For commercial and industrial structures: Additions of more than 3,000 square feet to existing structures, or any new structure of more than 3,000 square feet.**

e. New Single-family structures

~~d~~f. Any other application in which the Planning Commission is **identified in the Zoning Code as** the Review Authority **for design review**.

~~2. Cultural Heritage Commission (CHC) review. The CHC will be responsible for the Design Review of the following:~~

~~a. All of the developments identified in subsection (B) (Applicability) of this section which require a Certificate of Appropriateness as required by SPMC 2.58A (Cultural Heritage Commission);~~

~~b. All properties within a designated historic district;~~

~~c. Where a proposed project is subject to a Certificate of Appropriateness from the CHC and also requires an application in which the Planning Commission is the Review Authority, the CHC shall review the Certificate of Appropriateness and provide recommendations to the Planning Commission for the Certificate of Appropriateness and may also provide recommendations on the portion of the application in which the Planning Commission is the Review Authority.~~

~~3. DRB review. The DRB will be responsible for the Design Review of all of the developments identified in subsection (B) (Applicability) of this section which are not subject to Design Review by the Planning Commission, CHC, DRB Chair, or Planning Director as specified in SPMC 36.410.040.~~

~~a. A subcommittee consisting of two members of the Design Review Board shall be formed to work with staff for the Design Review of Mixed-Use or Multifamily of seven dwelling units or more, or not exempted from CEQA, as listed in Table 4-1 (Review Authority).~~

4 **2.** ~~DRB Chair review~~**. Planning Commission Chair Review. The Planning Commission Chair ("Chair") or a Planning Commissioner delegated by the Chair who is a state-registered architect or retired from that status shall be responsible for Design Review of the developments listed below. The Chair shall form a review committee with a City planner(s) appointed by the Director to review the project design. The committee shall decide on the project's approval without a public hearing.**

~~The DRB Chair shall be responsible for Minor Design Review for projects that do not change the architectural design style of existing structures. These projects are as follows~~**:**

~~a. Exterior modifications to all elevations of existing structures that would not change the architectural design style of the structures. This includes elevations that are visible to the street and/or above the first floor. Exterior modifications include new and different siding materials, new windows, new roofing materials, and replacement of existing front porch posts, balcony railing, and other similar changes as determined by the Planning Director and/or DRB Chair to not change the architectural design style of the existing structures.~~

a. **For commercial and industrial structures: Additions to existing structures or any new structure between 500 and 3,000 square feet in floor area; exterior modifications that would result in a change of architectural style of the building.**

b. **For residential structures:**
   1. **Exterior modifications to existing structures that propose to substantially change the architectural style of the structure through changes in materials including, but not limited to, new siding type, windows, roofing, front porch posts and balcony railings and other features characteristic of an architectural style that the existing structure does not reflect.**

2. Additions of ~~no~~ more than 500 square feet in area, or more than 25 percent of the existing structure, whichever is less, for an outdoor structure or a habitable space. **Developments that require a Minor Hillside Development Permit with more than 500 square feet in area.** ~~**that is not visible to street. Such additions are allowed above the first floor as long as they are not visible to the street, and do not exceed the height of the existing structure.**~~

3. Rooftop mechanical equipment in RE, AM and RS Zoning Districts.

4. Freestanding/Monument Signs in excess of three feet in height (see Section 36.320.080).

5. Two-story ADUs in front of the primary dwelling (see Section 36.350.200.E.1(d)

~~**c. Subject to a Certificate of Appropriateness from the Cultural Heritage Commission in accordance with SPMC 2.58 through 2.68.**~~

~~**d. Not subject to Planning Commission review in accordance with this division and SPMC 36.340 (Hillside Protection).**~~

~~**5**~~3. ~~**Planning**~~ **Community Development** Director. The ~~**Planning**~~ Director shall be responsible for ~~**Minor**~~ Design Review **of the developments listed below. This review shall be conducted without a public hearing.**

a. ~~for **all** projects~~ **Developments** ~~that~~ **are not reviewed by the Planning Commission, Planning Commission Chair, or subject to the Cultural Heritage Ordinance (SPMC Chapter 2)**, including ~~**involve minor modifications or additions to only the first floor of an existing structure, are not visible to the street, and do not change the architectural design style of the structures. these minor projects are as follows**~~ **the following projects**:

b~~a~~. **For commercial and industrial structures:** Exterior modifications, **and new structures or additions** to existing structures ~~that **are not visible from the street or prominently visible to any adjoining properties, and not above the first floor of the structure**~~ **with no more than 500 square feet of additional floor area that would not change the architectural style of the structure**. Exterior modifications include , **but are not limited to,** new siding materials, windows, and new roofing materials.

c. For residential structures:

1. Exterior modifications to existing structures that **would not result in a change of architectural style of the structure**. Exterior modifications include, **but are not limited to,** new siding materials, windows, and new roofing materials.

2. Additions of no more than 500 square feet in area, or no more than 25 percent of the existing structure, whichever is less, for an outdoor structure or a habitable space that is not visible to the street or not above the first floor**.** ~~**except for development subject to a Minor Hillside Development Permit.**~~

d. M~~m~~odifications to existing graded and/or improved outdoor areas on a property subject to Division 36.340 (Hillside Protection), such as installation of an in-ground swimming pool, spa, patio covers, ~~**additions and**~~ accessory structures less than 500 square feet, and similar feature**s** not visible to the street.

~~**d. Not subject to a Certificate of Appropriateness from the Cultural Heritage Commission in accordance with SPMC 2.58 through 2.68.**~~

~~**e. Not on a hillside area with a slope of 30 percent or greater in accordance with SPMC 36.340 (Hillside Protection) of the South Pasadena Municipal Code.**~~

~~6~~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 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. "Qualifying residential projects" are either (a) residential or mixed-use projects located on a site included in either Table VI-50 or Table VI-51 of the Adopted 2021-2029 Housing Element with at least 20 percent of the residential units reserved for lower income households, or (b) residential or mixed-use projects that are subject to the inclusionary housing requirements of SPMC 36.375. Qualifying residential projects pursuant to criterion in subsection **~~6~~**(a) of this section **4** shall also qualify for priority processing as compared to other projects processed by the Community Development Department, and shall be exempt from and not subject to the Public Art Program and Public Art Development requirements of SPMC 36.390 and 36.395. **Eligible residential projects may include units for rent, for sale, or a combination of both. In the case of an eligible residential project with for-sale units, the Community Development Director shall be the review authority for any Tentative map required by the project, in accordance with State Law.**

E. Preliminary Review. *No changes are proposed to this section*

F. Scheduling of Design Review.

1. **~~Design Review.~~** Once an application **that requires the Commission's review ~~approval~~** is deemed complete, the Director shall schedule **~~an~~ the** application for **~~Design Review~~ hearing** at the earliest available date following the required public notice period, concurrently**, if applicable,** with any **other** Zoning **~~Approval~~** applications that may be required.

~~2. Minor Design Review. Minor Design Review by the DRB Chair or Planning Director shall be considered administratively without conducting a public hearing or providing public notice prior to taking action.~~

2. Applications that require review by the Chair or Director shall be forwarded to the Chair or Director, as applicable, once the application is deemed complete. The Chair or Director shall review the application and render a decision within sixty (60) days of receipt. During the sixty-day review period ("review period"), the applicant shall make a good faith effort to be responsive to any requests from the Chair or Director and there shall be no more than three rounds of requests or questions during the review period. If applicable, the applicant shall have 15 days to respond to the first request, 10 days to response to the second request and 5 days to respond to the third request. The Chair or Director review is considered administratively without conducting a public hearing or providing public notice prior to taking action.

G Public notice. **Public Notice for Commission Design Review hearings shall be in accordance with Section 36.630.020 ~~Not less than 10 days before the hearing, the City shall give notice to the applicant, to owners of the subject property, to site occupants if the owner does not occupy the property, in compliance with Division 36.630 (Public Hearings), for all Design Review, with the exception of Minor Design Review, as follows:~~**

~~**1. Three-hundred-foot radius notice. The following projects shall require that all owners of real property as shown on the County's latest equalized assessment roll and all legal occupants located within a 300-foot radius of the proposed project received public notification of the hearing. The 300-foot radius shall be measured from the exterior boundaries of the subject parcel to the exterior boundaries of neighboring parcels within the 300-foot radius, without reference to structures existing on the parcels.**~~

~~**a. Any project in which Design Review will occur as part of a Zoning Approval for which the Planning Commission or Design Review Board is the designated Review Authority;**~~

~~**b. Any project in which Design Review will occur as part of a Zoning Approval for which the Cultural Heritage Commission is the designated Review Authority;**~~

~~**c. Any demolition of an existing structure that does not qualify for Minor Design Review;**~~

~~**d. The construction of a new house or nonresidential structures;**~~

~~**e. A change from the existing architectural design (e.g., replacement of all existing windows with a different window style, removal and replacement of all existing exterior with different materials, a roof reconfiguration, or similar construction which alters the existing style);**~~

~~**f. An additional story to an existing structure;**~~

~~**g. Additions that are not subject to Minor Design Review.**~~

~~**2. Designated historic districts. In addition to the public noticing requirements of subsection (G)(1) of this section, when a project is located within a designated historic district the City shall give notice to all properties within the historic district.**~~

H. Design Review action. The following actions may be taken relating to any application in compliance with this Section:

1. Approval or disapproval. The Review Authority may approve or disapprove an application. Application approval may be subject to conditions as may be deemed reasonable and necessary to ensure that the findings required by subsection (I) (Required Findings) of this section and all City development standards are met. **Notice of any decision made without a public hearing shall be provided in writing to the applicant and anyone who has requested to be notified within five business days.**

2. Continuance. The Review Authority may continue consideration of an application for a period of time not to exceed 90 days. The Director may extend this period to a total of 120 days, if the applicant has made material progress and can show good cause for the extension. ~~**Should the DRB not take an affirmative action, the matter shall automatically be referred to the Planning Commission.**~~

I. Required findings. *No changes are proposed for this section*

J. Appeal of a Review Authority action. *No changes are proposed for this section*

K. Effect of Review Authority action. *No changes are proposed for this section*

L. Amendments. The Review Authority may amend the terms and/or conditions originally approved by the Review Authority upon the written request of the applicant. **If the original approval required a public**

hearing, ~~or~~ the Review Authority **shall consider the request at**~~, after~~ a duly noticed meeting **held** ~~**has been conducted**~~ in compliance with this section.

M. Expiration. *No changes are proposed for this section*

N. Enforcement. *No changes are proposed for this section*

36.410.050 Conditional Use Permits and Administrative Permits

A. Purpose. *No changes are proposed for this section*

B. Applicability. *No changes are proposed for this section*

C. Application filing and processing. *No changes are proposed for this section*

D. Review Authority.

1. Planning Commission. The Commission may grant a Conditional Use Permit for any use listed in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) as requiring a Conditional Use Permit.

2. ~~**Planning**~~ Director. The Director may grant an Administrative Use Permit for any use listed in Article 2 as requiring an Administrative Use Permit, or may choose to instead refer the matter to the Commission for review, hearing, and decision.

E. Project review, notice, and hearing. *No changes are proposed for this section*

F. Findings and decision. *No changes are proposed for this section*

G. Conditions of approval. *No changes are proposed for this section*

36.410.060 Conditional Use Permits and Administrative Permits

A. Purpose. *No changes are proposed for this section*

B. Applicability. *No changes are proposed for this section*

C. Application filing and processing. *No changes are proposed for this section*

D. Review Authority.

1. Planning Commission. The Commission may grant a Conditional Use Permit for any use listed in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) as requiring a Conditional Use Permit.

2. ~~**Planning**~~ Director. The Director may grant an Administrative Use Permit for any use listed in Article 2 as requiring an Administrative Use Permit, or may choose to instead refer the matter to the Commission for review, hearing, and decision.

E. Project review, notice, and hearing. *No changes are proposed for this section*

F. Findings and decision. *No changes are proposed for this section*

G. Conditions of approval. *No changes are proposed for this section*

36.410.065 Hillside Development Permits.

A-C *No changes to these sections*

D. Review authority.

1. Hillside Development Permits may be approved or disapproved by the Planning Commission.

2. Minor Hillside Development Permits may be approved or disapproved by the ~~**Design Review Board (DRB), DRB**~~ **Planning Commission** Chair or ~~**Planning**~~ **by the** Director in accordance with SPMC 36.410.040.

E-G *No changes to these sections*

36.410.070 Administrative Modifications.

A-B *No changes to these sections*

TABLE 4-2. ALLOWABLE ADMINISTRATIVE MODIFICATIONS		
Types of Administrative Modification Allowed		Maximum Adjustment
1.	Dwelling unit sizes. A decrease in the minimum square footage requirements for dwelling units.	10 percent
2.	Fence or walls. Fences, gates, pilasters, or walls in the side and rear yards that exceed six feet in height.	Not to exceed eight feet
3.	Nonconforming uses and structures. An adjustment in the development of and/or addition to a nonconforming use or structure. ~~**provided that the adjustment is consistent with the limitations established by the 1983 City of South Pasadena initiative.**~~	10 percent
4.	Open space. A decrease in the minimum open space requirements.	10 percent
5.	Parcel (lot) area. A decrease in the minimum required parcel area or size.	10 percent
6.	Parcel (lot) coverage. An increase in the maximum allowable parcel coverage.	5 percent
7.	Parcel width dimensions. A decrease in the minimum required parcel width dimensions.	10 percent
8.	Parking lot dimensions. A decrease in the minimum parking lot and loading dimensions (e.g., aisle, driveway, and space widths).	10 percent
9.	Projections. An increase in the allowable projection of canopies, cornices, eaves, fireplaces, landings, masonry chimneys, overhangs, raised porches, stairways, and steps into a required setback areas, but no closer than 3 feet to any property line.	10 percent
10.	Setback areas. A decrease in the required setbacks.	
	Front setback	10 percent
	Side setbacks	10 percent
	Rear setback	10 percent

TABLE 4-2. ALLOWABLE ADMINISTRATIVE MODIFICATIONS		
Types of Administrative Modification Allowed		Maximum Adjustment
11.	Structure height. An increase in the maximum allowable structure height. **~~provided that the increase complies with the height limitation established by the 1983 City of South Pasadena initiative.~~**	10 percent
12.	Required Variance. A request which exceeds the limitations identified in this Subsection shall require the filing of a Variance application in compliance with Section 36.410.080.	

C-E *No changes to these sections*

F. Findings and decision. The Director shall record the decision in writing with the findings on which the decision is based. The Director may approve an Administrative Modification application, with or without conditions, only after first finding that:

1. Approval of the Administrative Modification would not be detrimental to the public health, interest, safety, or general welfare and would not be detrimental or injurious to property or improvements in the vicinity and in the same zoning district;

2. The subject property is physically suitable to accommodate the improvements granted by the Administrative Modification; and

3. The Administrative Modification is consistent with the General Plan and any applicable specific plan**~~, the limitations established by the 1983 City of South Pasadena initiative,~~** and the general purposes and intent of this Section, including the requirements of the applicable zoning district.

G. Conditions of approval. In approving an Administrative Modification, the Director may impose conditions deemed reasonable and necessary to ensure:

1. Compliance with the purposes of this Section, consistency with the General Plan and any applicable specific plan**~~, and the limitations established by the 1983 City of South Pasadena initiative~~**;

2. That the Administrative Modification does not grant special privileges inconsistent with the limitations on other properties in the vicinity and zoning district in which the property is located;

3. Compliance with the findings required by Subsection F. (Findings and decision), above; and

4. The protection of the best interests of the surrounding property or neighborhood, and to preserve the public health, safety, and general welfare.

H-I *No changes to these sections*

36.420.040 Time Limits and Extensions.

A. Time limits.

1. Unless conditions of approval or other provisions of this Zoning Code establish a different time limit, any Zoning Approval granted in compliance with Division 36.410 (Zoning Approval or Disapproval) that is not exercised within **~~12~~**24 months of its approval shall expire and become void, except where an extension of time is approved in compliance with subsection (B) of this section.

2. The Zoning Approval shall ~~**not**~~ be deemed "exercised" ~~**until**~~ **when** the permittee has submitted construction plans to the Building Official for plan review ~~**and paid**~~ **including payment of** the requisite fees for plan check. The Zoning Approval for a project that requires construction shall remain valid; provided, that the plan review process remains active in the Building Division. ~~**The plan review process shall be considered active for no more than 18 months from the date construction plans are submitted to the Building Official and the requisite plan check fees are paid until a Building Permit is issued. The Zoning Approval shall expire at the end of the aforementioned 18 months if a Building Permit has not been issued or an extension granted pursuant to the procedures set forth herein.**~~ If no construction is required, the Zoning Approval shall be deemed "exercised" when the permittee has actually commenced the allowed use on the subject site in compliance with the conditions of approval.

3. Zoning Approval shall remain valid after it has been exercised as long as a Building Permit is active for the project, or a final building inspection or Certificate of Occupancy has been granted. A Building Permit issued by the Building Official remains active provided it has not expired pursuant to the Building Code.

4. If a project is to be developed in approved phases, each subsequent phase shall be exercised within 12 months from the date that the previous phase was exercised, unless otherwise specified in the Zoning Approval, or the Zoning Approval shall expire and be deemed void. If the project also involves the approval of a Tentative Map, the phasing shall be consistent with the Tentative Map and the Zoning Approval shall be exercised before the expiration of the Tentative Map, or the Zoning Approval shall expire and be deemed void.

B. Extensions of time. Upon request by the applicant, the review authority may extend the time for a Zoning Approval to be exercised as follows:

1. Application filing. The applicant shall file a written request for an extension of time with the Department at least 10 days before the expiration of the Zoning Approval, together with the filing fee required by the Council Fee Resolution.

2. Burden of Proof. The burden of proof is on the permittee to establish with substantial evidence that the Zoning Approval should be extended.

3. Administrative Approval. The Director may grant no more than ~~**one**~~ **two one-year** administrative time extension**(s)** for a **total** period not to exceed ~~**12**~~ **24** months from the expiration date of the Zoning Approval; provided, that the Director finds that:

a. The project has not changed and there have been no material changes to the surrounding neighborhood;

b. The permittee has proceeded in good faith and has exercised due diligence in complying with the conditions in a timely manner;

c. The proposed extension is consistent with the General Plan and any applicable specific plan, and the overall project remains consistent with those plans as they exist at the time the extension request is being considered; and

d. There are adequate provisions for public services and utilities, e.g., access, drainage, fire protection, sewers, water, etc., to ensure that the proposed change would not endanger, jeopardize, or otherwise constitute a hazard to the public health, safety, or general welfare, or be injurious to the property or improvements in the vicinity and applicable zoning district.

e. Use of the Zoning Approval is likely to be or has been delayed by causes outside the applicant's control, e.g., project complexities, legal challenges, an economic downturn, requirements imposed by other governmental agencies.

4. Review Authority. The Review Authority which originally approved the Zoning Approval may extend the time for a Zoning Approval beyond ~~**12**~~ **24** months and up to a maximum of ~~**36**~~ **48** months from the effective date of original approval; provided, that the applicant meets the requirements for time limits and extensions as required in this subsection and the Review Authority makes the findings in subsection (B)(3) of this section.

   a. Hearing on extension. The Review Authority which originally approved the Zoning Approval shall hold a hearing on any proposed extension **beyond 48 months (inclusive of the original two-year approval and two one-year extensions)**, in compliance with Division 36.630 (Public Hearings).

- **Article 5 Subdivisions**

36.500.060 Authority for Subdivision Decisions

Table 5-1 (Authority for Subdivision Decisions) identifies the City official or authority responsible for reviewing and making decisions on each type of subdivision application and other decision required by this Article.

TABLE 5-1. AUTHORITY FOR SUBDIVISION DECISIONS				
Type of Subdivision Application or Decision	Role of Review Authority (1)			
	~~**Planning**~~ **Community Development** Director	Director of Public Works	Planning Commission	City Council
Certificates of Compliance	Recommend	Decision		Appeal
Conditional Certificates of Compliance	Recommend	Decision		Appeal
Final Maps		Recommend		Decision
Lot Line Adjustments	Decision	Recommend		Appeal
Mergers	Decision	Recommend		Appeal
Tentative Maps for Ministerial Projects[2]	**Decision**	**Recommend**		**Appeal**
Tentative Maps	Recommend		Decision	Appeal
Tentative Map Time Extensions	Recommend		Decision	Appeal
Parcel Maps	Recommend	~~**Decision**~~	**Decision**	**Decision[3]**

Notes:

(1) "Recommend" means that the review authority makes a recommendation on the approval or disapproval of the request to a higher decision-making body; "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Division 36.610 (Appeals).

(2) A Ministerial project includes any eligible development project as defined in Government Code Section 65913.4, 66499.40, and/or 66499.41.

(3) A Parcel Map that requires a dedication or an offer of dedication shall require a decision by the City Council in accordance with SPMC 36.520.060.

36.510 Tentative Map Filing and Processing

[Add a new Section 36.510.160 as follows]

36.510.160 Ministerial Approvals.

The Director shall be the review authority for Tentative Maps associated with eligible affordable housing applications as defined by Government Code Section 65913.4, including for condominium purposes. Ministerial approvals shall also apply to eligible projects as defined in Government Code Sections 66499.40 and 66499.41, and any other ministerial approval authority as prescribed in State law.

- **Article 6 Zoning Code Administration**

36.600.020 Planning Agency Defined.
The functions of a Planning Agency shall be performed by the South Pasadena City Council, Planning Commission, **~~Design Review Board (DRB)~~**, Director **~~of Planning and Building~~**, and **~~Planning and Building~~** **Community Development** Department, in compliance with State law (Government Code Sections 65100, et seq.)

36.600.040 Planning Commission**.**

A. Establishment. The Planning Commission, referred to in this Zoning Code as the Commission, is hereby established, in compliance with the provisions of State law (Government Code Section 65100 et seq.)

B. Composition and appointment. The Commission shall consist of five adult members, all to be appointed by the Mayor, with the approval of the Council. **To the greatest extent feasible, members shall represent the following professions/occupations:**

1. Two who are state-licensed architects or retired from that status.

2. Two who are urban planners, historic preservation professionals, urban designers, landscape architects or retired from that status.

3. One who has demonstrated special interest, competence, experience, or knowledge in planning, community development and/or urban design.

C. Eligibility for membership. **Eligibility for Commission service shall be consistent with SPMC Chapter 2, Section 2.24.** **~~Members of the Council are ineligible for membership on the Commission. To be eligible for appointment or retention on the Commission, a citizen shall be and shall maintain their status as a resident elector of the City.~~**

D. **Intentionally Omitted.** **~~Terms of office.~~**

~~1. The term of office of each Commissioner shall be three years, beginning on August 1st, or until their respective successors are appointed and qualify, and a Commissioner may serve for not more than two consecutive full terms. A Commissioner may be re-appointed after at least a 12-month absence from the Commission.~~

~~2. A person appointed to serve a partial term, or a prior Commissioner who has not served on the Commission for a period of one year, may be appointed to serve not more than two consecutive full terms.~~

~~3. If a vacancy occurs otherwise than by expiration of a term, it shall be filled by the Mayor, with the approval of the Council, by appointment for the unexpired portion of the term.~~

E. Chairperson and **Vice Chairperson** ~~Secretary~~.

1. The Commission shall, at its first regular meeting after ~~August 1st~~ **January 1st** of each year, elect a Chairperson from among its appointed members to serve for a term of one year.

2. The person selected as Chairperson shall serve no more than two consecutive one**-**year terms as Chairperson. A Chairperson may be re-elected as Chairperson after at least a 12-month vacancy from that position.

3. The Commission shall also select a **Vice Chairperson** ~~Secretary~~ from the membership of the Commission.

F. *No changes to this section*

G. *No changes to this section*

H. *No changes to this section*

I. *No changes to this section*

J. *No changes to this section*

K. **Intentionally Omitted.** ~~**Removal of Commissions. Any member of the Commission may be removed at the pleasure of the Mayor, subject to the approval of the Council.**~~

~~**L. Intentionally Omitted. Absences from meetings.**~~

~~**1. A Commissioner's seat will be deemed vacant whenever the Commissioner, without excuse from the Council, misses three consecutive meetings or misses one third or more of all regular meetings within any six month period.**~~

~~**2. Attendance of less than fifty percent of any meeting will be counted as a miss.**~~

M. *No changes to this section*

N. Annual report to the Council. The Commission shall render annually to the Council~~**, during the month of June,**~~ a full written report of its work during the preceding twelve months**, on a date provided by the Director.**

O. *No changes to this section*

36.600.050 ~~**Design Review Board (DRB).**~~ **Intentionally Omitted.**

~~**A. Establishment. The Design Review Board, referred to in this Zoning Code as the DRB, is hereby established.**~~

~~**B. Appointment. The DRB members shall be appointed by the Mayor, with the approval of the Council.**~~

~~**C. Membership.**~~

~~**1. The DRB shall consist of five members, each being a resident elector of the City. To the greatest extent feasible, they shall represent the following professions/occupations:**~~

~~**a. At least two members shall be state-licensed architects, or retired from that status;**~~
~~**b. At least one member shall be state-licensed as a contractor or landscape architect, or retired and/or inactive from that status;**~~
~~**c. At least one lay member who has demonstrated special interest, competence, experience, or knowledge in urban design.**~~

~~**D. Terms of office.**~~

~~**1. All members shall be appointed to a term of office of three years or until their respective successors are appointed and qualify.**~~

~~**2. A person who was appointed to serve a partial term may be appointed to serve not more than two consecutive full terms thereafter.**~~

~~**3. Each member shall not serve more than two consecutive full terms. A DRB member may be re-appointed after at least a 12-month absence from the DRB.**~~

~~**4. Any vacancy on the DRB shall be filled by the Mayor, with the approval of the Council.**~~

~~**E. Organization. The DRB shall elect its chairperson from among its appointed members for a term of one year and, subject to other provisions of law, may create and fill the other offices as it may deem necessary, subject to the approval of the Council.**~~

~~**F. Compensation. The DRB members shall serve without compensation, but shall be reimbursed for reasonable expenses incurred in the performance of their duties.**~~

~~**G. Quorum. Three members of the DRB shall constitute a quorum. No action of the DRB shall be valid without the affirmative vote of at least three members.**~~

~~**H. Authority.**~~

~~**1. Decision making responsibility. The DRB shall be the final review authority for projects only requiring Design Review that are not subject to Design Review by the Planning Commission or Cultural Heritage Commission, unless its determination is appealed to the Commission.**~~

~~**I. Limits of responsibility. The DRB may not:**~~

~~**1. Determine the location or appropriateness of a land use, if the use is in compliance with this Zoning Code;**~~

~~**2. Restrict development beyond the development standards identified in this Zoning Code, except as specifically provided herein; or**~~

~~**3. Authorize a sign prohibited by SPMC 36.320.040 (Prohibited Signs).**~~

~~**J. Delegation of responsibility. In order to allow the DRB flexibility in performing its duties in as efficient a manner as possible, the DRB may adopt criteria under which the Chairperson, acting alone, or a subcommittee of the full DRB, may implement and administer the policies of the DRB on a case-by-case basis for specified review of an aspect of a project, an entire specific project, or a category of projects or aspects thereof. The criteria shall be the same for both DRBs and be subject to the approval of the Council.**~~

~~**K. Term of Chairperson. The person selected as Chairperson shall serve no more than two consecutive one-year terms as Chairperson. A Chairperson may be re-elected as Chairperson after at least a 12-month vacancy from that position.**~~

~~**L. DRB secretary. The Planning Director shall act as secretary to the DRB, shall record all actions, and shall provide written communications to the applicants.**~~

36.610.010 Purpose of Division.

This Division establishes procedures for the Commission's review of a decision by the Director~~ **or Design Review Board (DRB)**~~ **or the Planning Commission Chair**, the Council's review of a decision by the ~~**Director, Design Review Board (DRB)**~~, Cultural Heritage Commission (CHC), or Commission, and appeals by other eligible appellants, in compliance with Section 36.610.030 (Who May File and Appeal), below.

36.610.020 Council **or,** Commission**, or DRB** Member Review.
A. Request for review. Within the appeal period identified in Subsection A of Section 36.610.050 (Timing and form of appeal), a member of the Council **or,** Commission**, or DRB** may request their respective body to review a decision which may be appealed to that body. A request for review may be initiated by any two members of the review body authorized to review a decision and shall be filed in writing to the office of the City Clerk. The request shall not state that an error has been made or otherwise suggest that the two members seeking review have predetermined the matter to be heard by their review body.

B. No fee required. No fee shall be required if the matter is brought before an appeal body in compliance with Subsection A.

C. Appealing as a private citizen. Nothing in this Section shall prevent a member of the Council **or,** Commission**, or DRB** from appealing a matter as a private citizen. However, the member may not appeal a decision of their respective Commission **or DRB**, if that Commissioner **or DRB member** participated in that decision.

36.610.030 Who May File an Appeal.
An appeal may be filed by any person(s) affected by a decision rendered by the Director, **DRB,** CHC, **or Planning Commission Chair or** Commission. **H**owever, only a person who is subject to the enforcement action or proposed enforcement action may appeal a determination by the Director regarding whether a code violation exists on that person's property

36.610.040 Appeal Subjects and Jurisdiction.
Determinations and actions that may be appealed, and the authority to act upon an appeal shall be as follows.

A. Code administration and interpretation. The following determinations and actions of the Director **and DRB** may be appealed to the Commission and then to the Council:

1. Determinations on the meaning or applicability of the provisions of this Zoning Code that are believed to be in error, and cannot be resolved with staff; and

2. An enforcement action in compliance with Division 36.640 (Enforcement) and Section 36.610.030.

B. Zoning approvals and hearing decisions. Decisions by the Director or **Planning Commission Chair DRB** may be appealed to the Commission. Decisions **made originally** by the Commission may be appealed to the Council. **A commissioner involved in a Chair Review decision shall not participate in an appeal of said decision.**

36.610.050 Appeal Filing, Processing, and Decisions.
A. Timing and form of appeal.

1. An appeal application shall be submitted in writing within 15 calendar days after the date of the decision of the Director**, DRB Planning Commission Chair** or Commission, as applicable, that is being appealed.

2. An appeal application addressed to the Commission shall be filed with the Department, while an appeal addressed to the Council shall be filed with the City Clerk.

3. An appeal application shall:

a. Specifically identify the grounds upon which the appeal will be taken and summarize the facts and points of law in support of the appeal. Additional facts or points of law may be presented at the hearing;

b. Be accompanied by the information identified in the Department handout for appeal applications; and

c. Be accompanied by the filing fee established by the Council Fee Resolution.

B. Delay of proceedings. The filing of an appeal shall delay (or suspend) the effective date of the Director~~,~~ ~~DRB~~ **Planning Commission Chair** or Commission action until the date the decision on appeal becomes final or the appeal is withdrawn.

C. *No changes to this section*

D *No changes to this section*

E. Action on appeals. Notice and hearing of an appeal shall be given in the same manner as any hearing required for the action being appealed. If no notice was required, then the appeal body shall give notice as it deems fair and appropriate.

1. Scope of review and decision. When reviewing an appeal the review authority may:

a. Consider any issues associated with the decision being appealed, in addition to the specific grounds for the appeal. The reviewing authority shall also consider any environmental determination applicable to the zoning approval or decision being appealed;

b. By resolution, uphold, uphold in part, or reverse the action, the determination, or decision that is the subject of the appeal; or

c. Adopt additional conditions of approval deemed reasonable and necessary.

2. New evidence. If new or different evidence, related only to the subject of the appeal, is presented during the appeal hearing, the Commission or Council may refer the matter back to the Director~~, DRB~~ **Planning Commission Chair** or Commission, as applicable, for a report on the new or different evidence before a final decision on the appeal.

3. Findings. The appeal body shall be governed by the same criteria ~~**which**~~ **that** governed the action being appealed.

4. Time limits. Unless otherwise specified by law, including this Zoning Code, the appeal body shall render its decision on the appeal within 30 days after the closing of the hearing for the appeal.

F. *No changes to this section*

36.620.030 Initiation of Amendments.
An amendment to the General Plan, this Zoning Code, or the Zoning Map shall be initiated in compliance with this Section.

A. Who may initiate an amendment.

1. General Plan or Zoning Code. A General Plan or Zoning Code amendment may only be initiated by:

a. A ~~**resolution**~~ **Resolution** of ~~**intention**~~ **Intention** by the Council;

b. A ~~**resolution**~~ **Resolution** of ~~**intention**~~ **Intention** by the Commission;

c. The Council or Commission upon request of an applicant; ~~**or**~~

d. Council action to adopt an urgency measure as an interim ordinance in compliance with State law (Government Code Section 65858)**; or**

e. The Director, upon transmittal of written notice to the Planning Commission and City Council.

2. Zoning Map. A Zoning Map amendment may be initiated by:

a. A ~~**resolution**~~ **Resolution** of ~~**intention**~~ **Intention** by the Council;

b. A ~~**resolution**~~ **Resolution** of ~~**intention**~~ **Intention** by the Commission; or

c. The filing of an amendment application with the Department by the owner or authorized agent of property for which the amendment is sought. If the property is under more than one ownership, all of the owners or their authorized agents shall join in filing the application**; or**

d. The Director, upon transmittal of written notice to the Planning Commission and City Council.

B. Application filing and processing.

1. An application for an amendment shall be filed and processed in compliance with Division 36.400 (Application Filing and Processing).

2. The application shall be accompanied by the information identified in the Department handout for amendment applications.

36.620.050 Commission Action on Amendments.

A. Commission recommendation.

1. The Commission shall make a written recommendation to the Council whether to approve, approve in modified form, or disapprove the proposed amendment, based upon the findings contained in Section 36.620.070 (Findings and Decision), below.

2. The Commission action shall be by resolution, adopted by no less than three affirmative votes of the Commission.

B. Recommendation ~~**for approval**~~. The decision of the Commission, recommending approval **or disapproval** of the amendment, shall be forwarded to the City Clerk for scheduling of a hearing before the Council at the earliest available date.

~~**C. Recommendation for disapproval. The decision of the Commission, recommending disapproval of the amendment, shall be final unless, the applicant/appellant files a written appeal with the City Clerk requesting a hearing before the Council, in compliance with Division 36.610 (Appeals).**~~

36.630.010 Purpose of Division.

This Division establishes procedures for public hearings before the ~~**Director,**~~ ~~**DRB,**~~ Commission and Council. When a public hearing is required by this Zoning Code, public notice shall be given and the hearing shall be conducted as provided by this Division.

36.630.020 Notice of Hearing

When a zoning approval or other matter requires a public hearing, the public shall be provided notice of the hearing in compliance with state law (Government Code Sections 65090, 65091, **65092,** 65094**, 65854** and 66451.3, and Public Resources Code Section 21000 et seq.), and as required by this division.

A. Contents of notice. Notice of a public hearing shall include:

1. Hearing information. The date, time, and place of the hearing and the name of the hearing body; a brief description of the City's general procedure concerning the conduct of hearings and decisions; and the phone number and street address of the Department, where an interested person could call or visit to obtain additional information;

2. Application information. The name of the applicant; the City's file number assigned to the application; a general explanation of the matter to be considered; a general description, in text and/or by diagram, of the location of the property that is the subject of the hearing; **and**

3. Statement on environmental document. If a draft Negative Declaration or Environmental Impact Report has been prepared for the project ~~**in compliance with the South Pasadena Environmental Review Guidelines**~~, the hearing notice shall include a statement that the hearing body will also consider approval of the draft Negative Declaration or certification of the final Environmental Impact Report~~**; and**~~**.**

4. Effect of City action. The following statements, which are intended to alert the recipient to the possible effects that could result from the City approving the subject amendment:

   a. General Plan or specific plan. A General Plan or specific plan amendment could result in a change in the manner (e.g., a change from residential to commercial, commercial to business park, or commercial or business park to residential) in which the subject parcels may be used or in the allowed intensity or density of the project.

   b. Zoning Code. A Zoning Code amendment could modify any allowable land use, standard, requirement, or procedure applicable to construction of a project within the City.

   c. Zoning Map. A Zoning Map amendment could have the effect of rezoning property from one zoning district to another (e.g., a change from residential to commercial, commercial to business park, or commercial or business park to residential) or in the allowed intensity or density of the project.

B. Method of notice distribution. Notice of a public hearing required by this division for an amendment, appeal, or entitlement shall be given as follows, as required by state law:

1. Mailing.

   a. Notice shall be mailed, or delivered **through the United States mail, postage prepaid,** at least 10 days before the hearing, ~~**or where required for a proposed Zoning Ordinance amendment, at least 20 days in compliance with Government Code Section 65854, through the United States mail with postage prepaid,**~~ to:

      (1) The owners of the property being considered or the owner's agent and the applicants;

      (2) Each local agency expected to provide schools, water, **sewage** or other essential facilities or services to the project, whose ability to provide the facilities and services may be significantly affected;

(3) All owners of real property as shown on the County's latest equalized assessment roll and all ~~**legal**~~ occupants **of the real property,** located within a 300-foot radius of the subject parcel. The 300-foot radius shall be measured from the exterior boundaries of the subject parcel to the exterior boundaries of neighboring parcels within the 300-foot radius, without reference to structures existing on the parcels; and

(4) Any person who has filed a written request for notice with the Director.

b. The 300-foot radius shall be measured from the exterior boundaries of the subject parcel to the exterior boundaries of the neighboring parcels within the 300-foot radius, without reference to structures existing on either parcels.

c. Notwithstanding paragraph (a), notice of a public hearing of the Planning Commission for a Zoning Code or Zoning Code amendment that affects the permitted uses of real property, shall be mailed, or delivered through the United States mail, postage prepaid, at least 20 days before the hearing to the parties described in paragraph (a).

2. **Publication.** ~~**Additional required notice**~~. In addition to the mailing or delivery identified in subsection (B)(1) of this section, the notice shall also be published at least once in a local newspaper of general circulation within the City at least 10 days before the hearing. **If the notice is for a public hearing of the Planning Commission for a Zoning Code or Zoning Code amendment that affects the permitted uses of real property, the notice shall be published as provided herein at least 20 days before the hearing.**

3. Site Posting. If applicable, the subject property shall be posted with a sign, in keeping with the following standards:

a. Contents of Notice. The public hearing sign shall include all the information required in subsection ~~Subparagraph~~ A~~, listed~~ above.

b. Dimensions. Public hearing signs shall be posted with the following dimensions:

(1) Projects in mixed-use, commercial and multi-family residential districts: Minimum dimensions of two feet by two feet. Larger signs are allowed provided they do not exceed 12 square feet and are either square or rectangular. Public hearing signs shall not exceed six feet in height.

(2) Projects in single-family residential districts: Minimum dimensions of 11"x17".

c. Materials and Specifications. Public hearing signs and all support elements shall be non-illuminated and constructed of materials capable of withstanding wind and weather for the duration of the required posting time. The Director shall have the authority to determine the appropriate materials and specifications for all public hearing signs. The Director shall determine any further specifications regarding the format, letter size, style, and color of such signs.

d. Location. Public hearing signs shall be located in a conspicuous and visible place, parallel to the primary street, sidewalk, and/or right-of-way. Public hearing signs shall be located at least five (5) feet from any lot line but not more than ten (10) feet from the front lot line.

(1) As an alternative, if the sign cannot be posted in this manner, the Director shall approve an alternative posting location. This may include, but is not limited to, posting the public hearing sign on a building, in a window, or in another conspicuous place as allowed by the constraints of the subject property.

e. Multiple frontages. For parcels with multiple street frontages, including corner lots, a public hearing sign shall be required on each frontage.

f. Posting Period. A public hearing sign shall be posted on the subject property at least ten (10) days prior to the scheduled public hearing and shall remain on the site until a final decision is rendered, the project is withdrawn, or for another unforeseen but practical reason, as approved by the Director. If necessary, the sign shall be updated with current information, such as a rescheduled date or another public hearing for an appeal.

g. Sign Posting Verification. Upon posting, the applicant shall submit documentation to the Director, including photographs that clearly show the location and content of the sign, verifying that the sign was posted in a timely manner in compliance with this subsection 3.

h. Removal. The public hearing sign shall be removed within ten (10) days of the expiration of the appeal period, final decision, or withdrawal of the project. The applicant shall notify the Director in writing that the public hearing sign has been removed.

i. Failure to Post the Site. Failure to post the subject property with a public hearing sign, to include the required information, to update hearing information as necessary, or to comply with applicable standards, may result in a delay to the scheduled public hearing.

C. Alternative to mailing. If the number of property owners to whom notice would be mailed in compliance with subsection (B)(1) of this section is more than 1,000, the Director may choose to provide the alternative notice allowed by state law (Government Code Section 65091(a)**(4)~~(3)~~).**

D~~E~~. Additional optional notice. In addition to the types of notice required by subsections (B), **~~and~~ (C), and (D)** of this section, the Director may provide additional notice with content or using a distribution method as the Director determines is necessary or desirable (e.g., use of a greater radius for notice, **~~on the internet~~ by email, through website or social media**, etc.).

36.630.030 Scheduling of Hearing.

After the completion of the public comment period for an environmental document required by the California Environmental Quality Act (CEQA)~~ and the South Pasadena Environmental Review Guidelines~~, the matter shall be scheduled for public hearing on a Director, **~~DRB,~~** CHC, Commission, or Council agenda (as applicable) at the earliest available date after the end of the public notification period in compliance with Section 36.630.020 (Notice of Hearing).

36.630.040 Review Authority Decision and Notice.

A. Decision.

1. The review authority **~~(Director, DRB,~~** CHC, Commission, or Council, as applicable) shall ~~may~~ announce and record its decision on the matter being considered at the conclusion of a scheduled hearing, defer action and continue the matter to a later meeting agenda in compliance with SPMC 36.630.070 (Hearing Procedure)**.~~, or, in the case of the Director take the matter under advisement~~**

2. The Director or **Planning Commission** Chair may instead refer the matter to the Planning Commission **~~or Design Review Board~~** for determination**~~. A referral will require~~ at** a **~~new~~** noticed hearing**.~~ before the Planning Commission or Design Review Board~~**.

3. The action of the Planning Commission shall be by resolution, adopted by the affirmative vote of not less than three members.

4. 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.

36.630.050. *No changes to this section.*

36.630.060 Effective Date of Decision.
A decision of the Director~~, DRB~~, CHC, ~~or~~ Commission **or Planning Commission Chair** (other than a recommendation in compliance with Section 36.630.050) is final and effective at the end of the business day on the 15th day following the decision, unless an appeal is filed in compliance with Division 36.610 (Appeals).

- **Article 7 Definitions**

36.700.020

D. Definitions, “D.”

~~**Design Review Board. The City of South Pasadena Design Review Board.**~~

Director. The City of South Pasadena Director of ~~**Planning and Building**~~ **Community Development**, or designee of the Director, referred to in this Zoning Code as the “Director.”

~~**DRB. See “Design Review Board.”**~~

R. Definitions, “R.”

Review Authority. The individual or official City body (the Director of ~~**Planning and Building**~~ **Community Development**, ~~**Design Review Board,**~~ Cultural Heritage Commission, Planning Commission, or City Council) identified by this Zoning Code **or in Chapter 2, Article IVH (Cultural Heritage Commission) of this Code** as having the responsibility and authority to review, and approve or disapprove the permit applications**.** ~~**described in Article 6 (Zoning Code Administration)**~~

RESOLUTION NO. 7865

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DECLARING ITS INTENTION TO AMEND SOUTH PASADENA MUNCIPAL CODE (SPMC) CHAPTER 2 (ADMINISTRATION) AND CHAPTER 36 (ZONING), PURSUANT TO THE PROCEDURES SET FORTH IN SPMC 36.620 (AMENDMENTS) TO REVISE SECTIONS OF THE ZONING CODE FOR CONSISTENCY WITH STATE HOUSING LAW AND TO IMPLEMENT POLICIES OF THE CITY'S GENERAL PLAN AND HOUSING ELEMENT GOALS AND PROGRAMS AS SHOWN IN EXHIBIT A

WHEREAS, the State of California and the City of South Pasadena acknowledge that there is a shortage of housing in the state and region that necessitates adoption of policies and zoning ordinance requirements in order to facilitate more streamlined development of both temporary and permanent housing; and

WHEREAS, the City of South Pasadena's Accessory Development Unit (ADU) development standards as set forth in Ordinance No. 2356, adopted on May 5, 2021, are no longer consistent with State ADU regulations as found in Government Code Sections 63310-66342; and

WHEREAS, the City of South Pasadena, in an effort to reduce barriers to housing production seeks to streamline and simplify the development process; and

WHEREAS, the existing South Pasadena Municipal Code (SPMC) may only be amended upon initiation by the Planning Commission or City Council as stipulated in SPMC Section 36.620 (Amendments), thereby creating an additional step in amending the SPMC particularly in cases where City staff has identified routine text revisions whether they be standard clean-ups or necessary revisions to comply with updated State regulations and codes; and

WHEREAS, The City of South Pasadena's General Plan Policy P5.8 calls for the City to support the reduction of governmental and regulatory constraints, and advocate for the production of affordable housing; and

WHEREAS, Housing Element Goal 3 calls for the City to increase housing production, Program 3.f supports the allowance and facilitation of Accessory Dwelling Units (ADUs), and Program 3.n calls for zoning changes to support housing production and Housing Element programs;

WHEREAS, the South Pasadena Municipal Code Section 36.620 (Amendments) requires that an amendment to the Zoning Code be initiated either by application or by resolution of either the City Council or the Planning Commission;

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

SECTION 1. Pursuant to South Pasadena Municipal Code Section 36.620.030.A.1.a, the City Council does hereby announce its intention to amend the text of the Zoning Ordinance as set forth in Exhibit A, attached to this Resolution, to facilitate housing, to ensure consistency with State Law, and to implement the goals, policies, and programs contained in both the General Plan and the 6th Cycle General Plan Housing Element.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED, AND ADOPTED ON this 17th day of July 2024.

Evelyn G. Zneimer, Mayor

ATTEST:

Amber Tardif, Deputy City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing Resolution No. 7865 was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of July, 2024, by the following vote:

AYES:	Mayor Zneimer, Mayor Pro Tem Donovan and Councilmembers Braun, Cacciotti, and Primuth
NOES:	None.
ABSENT:	None.
ABSTAINED:	None.

Amber Tardif
Deputy City Clerk

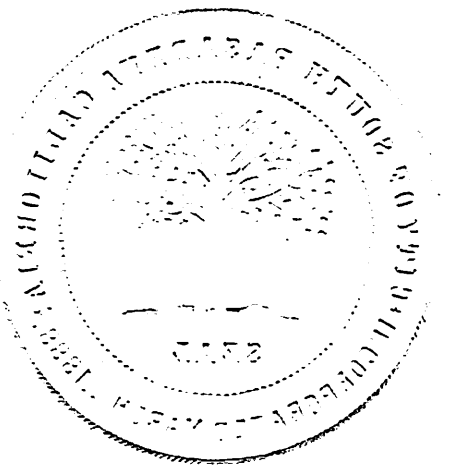

EXHIBIT A
POTENTIAL AMENDMENTS TO THE TEXT OF THE ZONING ORDINANCE

TOPIC	DESCRIPTION	SPMC SECTIONS TO BE REVIEWED AND/OR AMENDED, INCLUDING BUT MAY NOT BE LIMITED TO:
Zoning Code and Zoning Map Amendment Initiation	Potentially revise the Municipal Code to allow the Community Development Director to initiate Zoning Text and Zoning Map amendments.	Chapter 2 Section 36.620.030
Historic Resources Evaluation (HRE)/ADU/CHC/DRB Streamlining	Potentially revise the Municipal Code to simplify the ADU approval process by allowing Chair Review or Staff Review for simple projects instead of CHC/DRB approval.	Section 2.65 Section 36.350.200 Section 36.410.040
Equipment Setbacks	Revise code language to make the Municipal Code internally consistent.	36.300.030.D (Table 3-1 Note) Section 36.300.070.C Section 36.300.080.A
Second Unit Parking	Update code language to remove the Second Unit reference and potentially replace the term with Accessory Dwelling Unit.	Section 36.310.040 (Table 3-6)
Sign Approval Streamlining	Streamline and simplify the sign-approval process.	36.320.030
Accessory Dwelling Units	Revise language in the Municipal Code to be consistent with updated State ADU regulations.	36.350.200
Development Streamlining	Potentially revise code language to simplify the development review process.	36.410.040
Expiration Dates for Entitlements	Potentially extend the expiration date of all Entitlements to 24 months	Section 36.420.040
Development Streamlining	Potentially revise subdivision procedures and the ministerial approval process for eligible affordable housing projects.	Article 5 (Subdivisions) (Various Sections)
Public Hearing Signs	Consider requiring a project site to be posted with a Public Hearing Notice sign.	36.630
Definitions	Update the list of definitions to include routine changes.	36.700

RESOLUTION NO. 7887

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DECLARING ITS INTENTION TO AMEND SOUTH PASADENA MUNCIPAL CODE (SPMC) CHAPTER 36 (ZONING), ARTICLES 1-7, PURSUANT TO THE PROCEDURES SET FORTH IN SPMC 36.620 (AMENDMENTS) TO REVISE THE DESIGN REVIEW PROCESS BY DISSOLVING THE DESIGN REVIEW BOARD (DRB) AND REASSIGNING AUTHORITY AND PROCESSES TO ENSURE APPROPRIATE DESIGN REVIEW OF PROJECTS CURRENTLY REVIEWED BY THE DRB AND DRB CHAIR

WHEREAS, the State of California and the City of South Pasadena acknowledge that there is a shortage of housing in the state and region that necessitates adoption of policies and zoning ordinance requirements that facilitate more streamlined development of housing; and

WHEREAS, the City of South Pasadena, in an effort to reduce barriers to housing production seeks to streamline and simplify the permit process for small and mid-size housing applications currently subject to DRB review authority, including non-historic single-family homes; and

WHEREAS, on June 18, 2024, the City Council directed staff to analyze options that would streamline the design review process; and

WHEREAS, the Council now wishes to take the step of dissolving the Design Review Board (DRB), reallocating its responsibilities to other bodies of the Planning Agency in order to benefit the community and applicants for smaller projects involving new structures and remodels; and

WHEREAS, the South Pasadena Municipal Code Section 36.620 (Amendments) requires that an amendment to the Zoning Code be initiated either by application or by resolution of either the City Council or the Planning Commission;

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

SECTION 1. Pursuant to South Pasadena Municipal Code Section 36.620.030.A.1.a, the City Council does hereby announce its intention to amend the text of the Zoning Ordinance as set forth in Exhibit A, attached to this Resolution, to dissolve the Design Review Board and reallocate design review authority as appropriate, and other provision of the Zoning Ordinance related thereto to ensure consistency related to such action.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the City Council of the City of South Pasadena on this 18th day of December 2024.

Mayor

ATTEST:

Mark Perez,
Deputy 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 December 2024, by the following vote:

AYES: Cacciotti, Ferguson, Primuth, Rossi, Mayor Braun

NOES: None.

ABSENT: None.

ABSTAIN: None.

Mark Perez, Deputy City Clerk
(seal)

EXHIBIT A
POTENTIAL AMENDMENTS TO THE TEXT OF THE ZONING ORDINANCE

TOPIC	DESCRIPTION	SPMC SECTIONS TO BE REVIEWED AND/OR AMENDED, INCLUDING BUT MAY NOT BE LIMITED TO:
Establishing responsibility	References the DRB as one of the bodies responsible for administering the Zoning Code	**36.100.040** (Responsibility for Administration.)
Land use approval requirements	Requirements that reference the DRB in the context of the approval process for various activities.	**Division 36.210** (Development and Land Use Approval Requirements)
DRB landscaping review	Requires Landscaping review by DRB	**36.300.070** (Screening)
Signs	Specifies where DRB has authority for sign permit approvals.	**36.320.030** (Sign Permit Requirements)
Table 4.1	Table providing an overview of review authority in the Code.	**36.400.020** Authority for Land Use and Zoning Decisions.
Design Review	Sections and sub-sections related to the authorization and processes of Design Review	**36.410.040** (Design Review)
Planning Agency components	References the DRB as performing functions of the City's Planning Agency	**36.600.020** Planning Agency Defined.
Establishment of DRB	Describes the DRB and its purpose and duties.	**36.600.050** (Design Review Board (DRB))
Definitions pertaining to DRB	Definitions no longer needed in Code	**Article 7** (Definitions)
	To be identified	Other miscellaneous cross-references to the DRB throughout Chapter 36.

Planning Commission Agenda Report

ITEM NO. 2

DATE: February 25, 2025

FROM: Alison Becker, AICP, Acting Community Development Director

PREPARED BY: Elizabeth Bar-El, Interim Community Development Deputy Director
Ben Jarvis, AICP, Interim Senior Planner

SUBJECT: **Consideration of a Resolution recommending to the City Council the adoption of proposed amendments to South Pasadena Municipal Code (SPMC) Chapter 36 (Zoning), to Revise Multiple Sections of Articles 1-7 of the Zoning Code for Consistency with State Housing Law, Increasing Public Noticing, Streamlining the Design Review process, and Implementing Policies of the City's General Plan and Housing Element**

Recommendation
It is recommended that the Planning Commission conduct a Public Hearing and adopt the draft Resolution recommending that the City Council adopt an ordinance to amend SPMC Chapter 36 (Zoning) as included in draft resolution Attachment A.

Executive Summary
This report presents amendments to the Zoning Ordinance that reflect the combined purposes of streamlining the design review process and promoting consistency with State laws and the City's housing element goals. The proposed amendments also improve administrative processes, adjust some standards identified over the last couple of years by staff, commissioners and members of the public, and clean up internal inconsistencies that have developed due to changes over time. An overview of these proposed changes is as follows:

<u>Design Review streamlining</u>
- Implementing the City Council's direction to dissolve the DRB and reassign review functions to reduce time and expense for applicants while maintaining the community's value of quality architecture
- Creating a Planning Commission Chair (or designee) review process for a few specific applications previously approved by DRB/DRB Chair

<u>State law consistency</u>
- Reflecting the recent reorganization of ADU law at the state level
- Reflecting government code changes regarding housing and subdivision entitlements

- Reflecting government code changes regarding public noticing

Administrative/Process Improvements

- Requiring on-site posting of notices for public hearings, with smaller signs required for single-family properties
- Extending the valid time period for entitlements to avoid expiration, reflecting the complex development environment that often requires more time
- Allowing the Director to initiate Zoning Code/Map amendments in addition to action by the Planning Commission or City Council through a Resolution of Intent. The Director would initiate by sending a written communication to both bodies
- Allowing mechanical equipment to be located in yards or rooftops with specific conditions
- Specifying qualifications for Planning Commissioners to ensure professional expertise
- Updating the Planning Commission officers to formally add a Vice Chair instead of a Secretary
- Introducing timelines and notification requirements for staff- and Chair-level approvals

Adjusting Standards

- Allowing HVAC equipment in side yards, with qualifications
- Sign Code revisions: Allowing portable and menu signs for businesses; creating a ministerial process for most signs, with either Director or Planning Commission Chair approval

Clean up internal inconsistencies

- Correcting the following references in multiple Code sections to reflect updates:
  - Renaming the Planning and Building Department as the Community Development Department
  - Height limitation imposed by the 1983 ordinance, which was rescinded by Measure SP
  - Removing references to former South Pasadena CEQA guidelines
- Revisions or removal of sections pertaining to the Planning Commission to ensure consistency with SPMC Article IV, which establishes and structures boards and commissions
- Deleting the Major Project Review process, which was introduced to require larger projects to be processed by consultants when department staffing was differently configured

Following further review by Community Development staff and the City Attorney, there are additional proposed amendments that were not identified at the January 28th Commission study session, which are either process-related or removals of obsolete references.

Information about the proposed amendments has been posted on the department web page since the beginning of January. Interested residents provided comments in writing and at two community meetings on January 14 and 23, 2025. Additionally, a study session

was held with the Planning Commission on January 28, 2025. Feedback from these meetings has been incorporated into the proposed amendments.

Background

Previous Council and Commission Actions

On June 28, 2024, the City Council held a discussion regarding the City's boards and commissions and directed staff to consider dissolving some, combining others and generally finding more efficient ways to involve the community in city governance. Community Development was asked to research options for dissolving the DRB and reconfiguring the design review process for smaller projects and signs. Due to the impending ballot measure, the item was postponed to later in the calendar year.

On July 17, 2024, the City Council discussed the need for zoning code updates on several topics and adopted a Resolution of Intent (ROI) to amend certain sections of the SPMC (Attachment 2). The objective of the amendments was to streamline the development review process, simplify code language, update Government Code references to reflect recent changes in state law, and to implement periodic, routine text clean-up/revisions to keep the SPMC current with the City's organizational structure and community needs.

On December 18, 2024, the City Council adopted an ROI (Attachment 3) directing staff to prepare a Code amendment to dissolve the Design Review Board (DRB) and to reassign approval authority and the review process currently overseen by the DRB and DRB Chair.

On January 28, 2025, the Commission held a study session to review and take public comments on the proposed Code changes. Commissioners suggested changes to the draft, which have been incorporated into the current draft recommendation. These included finding a pathway for commissioner involvement in a ministerial process without a public hearing; reducing the size of single-family posted notices, and refining other details. Following the study session, staff developed language to address these concerns and reviewed the zoning code again, identifying additional obsolete references now proposed for removal or revision.

While there are two ROIs that cover the items under consideration by this item, the proposed revisions overlap in many Code sections, so both matters are being brought forward together for Planning Commission recommendation and City Council action.

Purpose of Proposed Amendments

City codes and development review practices typically evolve over time. Staff, the Commission and members of the public often note ways in which regulations might be amended to remain relevant, be made consistent with state law, and adjusted for activities that are not allowed but are no longer considered problematic and in some cases are commonly resolved by variance and perhaps should not require that type of exception process.

With the adoption of the General Plan and Housing Element, the City has committed to removing barriers to housing development and supporting the production of affordable housing. To this end, the City has already adopted code amendments over the past year. However, the State of California has since enacted more measures for streamlining housing development generally and promoting Accessory Dwelling Units (ADUs) that need to be incorporated. The current text amendment process is also an opportunity to bring forward some of the process and administrative items and clean-ups for internal consistency that staff has been tracking.

An additional purpose for this text amendment is to respond to Council's direction to revise the design review process for smaller projects in the City, mostly single-family, and some small multi-family and commercial projects, as well as sign permits, that are currently subject to approval by the Design Review Board (DRB). Per this direction, the DRB will be dissolved, but the community's interest in assuring quality design will be maintained through other processes, as further discussed in this report.

The amendments proposed in this report are not related to the height limit standards for housing that are being developed following the passage of Measure SP, the ballot initiative that removed the citywide 45' height limit to allow the Council to impose higher limits to accommodate increased density for areas requiring a base density of 50 dwelling units per acre. However, some clean-up items would remove references to the 1983 ballot measure pertaining to heights. The City is currently engaged with the community on that process, which will be agendized for the Planning Commission's recommendation at the appropriate time.

Discussion

The amendments as summarized above and presented with additional detail below, affect all seven articles in SPMC Chapter 36, although Articles 1, 2 and 7 do not have substantive changes and only removal of obsolete references.

Design Review Process

Following the Commission's study session, staff reconsidered the proposals for design review in a post-DRB environment as well as other items for which that the Commission suggested changes. The draft amendments now include a new process for review and approval by the Planning Commission Chair for some of the application types that fall between the need for a public hearing and the straight-forward review that staff can conduct. For instance, proposals for two-story ADUs in front of the primary home, previously requiring DRB approval, are proposed for this new process. Additionally, monument signs taller than three feet and hillside additions of more than 500 square feet are suggested to be within the Chair's purview.

The Chair review process is proposed to be established as a committee of the Chair, or a designee with architectural background, along with a staff member. This commissioner-staff team will be more efficient than the previous DRB Chair process because staff would prepare the materials, keep track of the timing and write up the decision to ensure that, once deemed complete, the application will be processed within 30 days.

The key sub-sections containing these details are in Section 36.410.040. Additional discussion is provided below in the summary of proposed amendments.

Summary of Proposed Amendments

The following summarizes the proposed amendments included in Attachment 1, with further explanation provided for those amendments that are more substantive.

Following further review of processes and administration after the Commission study session, staff found that Sub-section 36.600.040 (Planning Commission) specifies two officers, Chair and Secretary, but does not establish a Vice Chair position. However, over many years, it has been the practice for the Commission to elect a Vice Chair. The section does not detail the duties of either position. In order to align practices and Code requirements, it is now recommended to substitute "Vice Chair" for the Secretary, which would also remove the secretary position. Functionally, as is typical for cities, the secretarial function of the City's commissions is undertaken by the staff liaison.

Article 1: Zoning Code Applicability

1. 36.100.040 (Responsibility for Administration)
   Remove Design Review Board (DRB) references, and update references to the Community Development Director (Director) and the Community Development Department.

2. 36.110.030 (Rules for Interpretation)
   Update references to the Director.

3. 36.110.040 (Procedure for Interpretation)
   Remove a DRB and Director reference and add language to require that code interpretations be posted on the Community Development Department's webpage in addition to such interpretations being distributed to the City Council, Planning Commission, City Attorney, and others.

Article 2: Zoning Districts, Allowable Land Uses, and Zone-Specific Standards

4. 36.210.030 (Allowable Land Uses and Permit Requirements)
   Simplify code language in Subparagraph B(4) to state that projects may require Design Review, and remove references to the DRB, Planning Commission, and Cultural Heritage Commission.

5. 36.210.040 (Exemptions from Zoning Approval Requirements)
   Remove a DRB reference.

6. 36.220.040 (Residential Zoning District Development Standards)
   Remove DRB references.

7. 36.250.030 (Altos de Monterey (AM) Overlay District)
   Remove a DRB reference from Table 2-7 and replace it with the term “Review Authority.”

Article 3: Site Planning and General Development Standards

8. 36.300.030 (Setback Measurement and Exceptions)
   Add language to Table 3-1 (Allowed Projections into Setbacks) regarding miscellaneous equipment that is attached to a structure. Such equipment may extend 24-inches into a side or rear yard setback, provided that the equipment is not closer than three feet to any lot line. This kind of equipment would remain prohibited in the front yard setback. An additional note would be added to the table to affirm that Heating, Ventilation, and Air-Conditioning (HVAC) equipment must be screened in a street-side yard and that roof-top HVAC units are not allowed in single-family residential districts, unless approved by the Planning Commission Chair.

9. 36.300.040 (Height Limits and Exceptions)
   Remove language regarding the 1983 ballot initiative and 45 feet as a building height limit.

10. 36.300.070 (Screening)
    Code language will be revised to add a note referencing SPMC Section 36.340.040.F.3 for hillside projects.

11. 36.300.080 (Mechanical Equipment)
    Battery storage and generators will be added to the list of items included in this section. This type of equipment is currently allowed and is similar to HVAC equipment. Text revisions are also proposed to clarify screening requirements by referencing a new Sub-Section 4. Additional language will be added to reiterate that HVAC equipment is not permitted on roof-tops in single-family residential zones unless approved by the Planning Commission Chair.

12. 36.300.100 (Historic Structures)
    An error will be corrected to reflect the proper code section in Chapter 2.

13. 36.310.040 (Number of Parking Spaces Required)
    Remove “second unit” language and replace with “Accessory Dwelling Unit” as that is now the term that is used for such units. A note will be added to the Table 3-6 (Parking Requirements By Land Use) referencing Government Code Section 65863.3 pertaining to State requirements for single-family residential parking. The City is already subject to state law and this revision does not represent a change in policy or procedure.

14. 36.320.030 (Sign Permit Requirements)
    Revise the Code to authorize the Director to review sign permit applications, except where there is otherwise specified that the Planning Commission Chair is the review

authority. The staff-level review process will greatly reduce the time and expense involved in sign permit approval. It is noted that in the Downtown Specific Plan area, sign permits are already approved by staff.

15. 36.320.050 (Permitted Signs)
Revise code language to clarify the sign review process and add a new sign category for Menu Boards. Adding the new category will require renumbering of subsequent sections to maintain an alphabetic listing of sign types.

16. 36.320.060 (General Requirements for All Signs)
Remove references to the DRB.

17. 36.320.070 (Zoning District Sign Standards)
Revise code language to reference all zoning districts and remove references to the DRB. Monument signs up to 12 square feet and three feet in height would be reviewed at staff level. Larger monument signs, up to 24 square feet total and/or up to six feet in height, may be approved by the Planning Commission Chair. "Evaluation Criteria" will replace the term "Findings" and subjective review language will be removed since the City can only regulate signage on an objective basis.

18. 36.320.080 (Standards for Specific Types of Signs)
The category of Menu Boards has been added to this section. For Portable Sidewalk Signs, an encroachment permit would be required if placed on the public right-of-way. Both of these sign types would be exempt from Planning permits.

19. 36.320.110 (Definitions)
Add a definition for a Menu Board.

20. 36.350.120 (Mixed Use Projects)
It is proposed for internal consistency to revise this section to reference the zoning density of the underlying zone instead of current language that specifies that mixed-use projects may have a maximum of 24 dwelling units per acre, whereas the density in multifamily zones ranges from 30-45 dwelling units an acre, and other zones now permit 70-110 dwelling units per acre.

21. 36.350.200 (Accessory Dwelling Units)
The City must update the SPMC to reflect changes in State ADU law. Therefore, this section will be revised to update Government Code references to reflect the new location in State code that governs ADUs. Clarifying language is proposed under Subsection C (Applications) to better define the review process for ADUs (a ministerial/non-discretionary review) when the ADU is associated with a discretionary approval such as a new home. References will also be added for Government Code Sections 66340 and 66341 that deal with how ADUs may be sold. While this scenario is unlikely in South Pasadena given the specialized qualifications required for such transactions, the SPMC is required to be consistent with State law.

Additional revisions include references to Government Code Sections 66323 that pertain to ADU development standards, including ADUs that are developed through the conversion of existing structures. ADU height limits will also be revised to reflect State law, subject to Government Code Section 66321: if an ADU is located within a half-mile walking distance of a major transit stop or high-quality transit corridor, the unit may be up to 18 feet in height. An attached ADU may be up to 25 feet tall or the height allowed in a particular zoning district (whichever is lower), and ADUs shall not exceed two stories in height.

On multi-family lots, State law now allows up to eight (8) ADUs on lots with an existing multi-family dwelling, provided the number of ADUs does not exceed the number of existing multi-family units. A reference for the term "livable space" refers to the terminology of Government Code Section 66313(e).

22. 36.375.060 (Alternatives to On-Site Provision)
This revision would remove obsolete references to three-unit projects, which should have been deleted when the City's Inclusionary Housing Ordinance (IHO) was revised in 2023 to apply only to developments of ten or more units.

Article 4: Zoning Approval Procedures

23. 36.400.020 (Authority for Land Use Zoning Decisions)
A number of changes are proposed to Table 4-1 (Review Authority) including clarification of the Director as the Review Authority for ministerial projects. The table will also be adjusted to reflect approval levels being revised in other Code sections for design review, sign permits and minor hillside development permits. The Certificate of Appropriateness reference is proposed to be removed because it is not a process included in the Zoning Code, but rather in another SPMC Chapter.

24. 36.400.040 (Application Preparation and Filing)
Revise Code language to correct a typographical error and note that the appropriate reference is to development on slopes of 20% or greater for requiring Hillside Review. The current reference of 30% is incorrect.

25. 36.400.045 (Major Project Review)
This section will be deleted. This section was added to the SPMC to allow outside consultants to review projects. This language is not needed as the City routinely contracts with outside consultants to perform tasks the City may not have the capacity or expertise to perform.

26. 36.400.070 (Environmental Assessment)
The reference to the South Pasadena Environmental Review Guidelines will be deleted because this document is no longer utilized.

27. 36.410.020 (Planning Clearances)
Update references to reflect the Director.

28. 36.410.040 (Design Review)
In addition to issues related to state law and non-substantive matters, this section includes multiple changes to implement the reform of the design review process. The removal of the DRB and DRB Chair requires replacement procedures, which are proposed to move mostly to staff level (referred to as "Director" in the Code), but in some cases to a new non-hearing process involving the Planning Commission Chair. The following outlines the most significant substantive changes proposed:

Sub-section D

- The Planning Commissions responsibilities will be clarified to include non-ministerial multi-family projects of seven units or more and review of commercial projects with more than 3,000 square feet.
- The Cultural Heritage Commission section is removed to avoid internal Code inconsistencies because the CHC's authority is found it SPMC Article IVH.
- A Planning Commission Chair Review process is proposed that would have the Chair, or another commissioner with architectural expertise, work with Planning staff to form a committee to conduct the review and approval process for projects without a public hearing. The proposal of a process involving both Commissioners and staff is designed to bring together professional and community knowledge, and to promote a timely process administered and documented by staff.

  The new Section D.2 lists the application types and project levels that would apply to the Chair review, which can generally be characterized as activities that may have some sensitivity and could be improved with Chair input but generally would not have impacts that might justify requiring a public hearing. Chair approvals would apply to projects between 500 and 3,000 square feet and those that would change the architectural style of the building.

  The new Chair process includes a timeline (Sub-sections F&H) to ensure timely review and notification to the applicant and any member of the public requesting to be notified of the decision.
- The Community Development Director would now have more authority to review the design of projects when other permits (such as a Conditional Use Permit, Variance, etc.) are not required. Projects with less than five hundred square feet, including those involving exterior modifications in the same architectural style or subject to Hillside Protection, and small site improvements and accessory structures would be with the Director's purview. Additionally, tentative maps for eligible affordable housing projects would be Director-approved as required by State law.

29. 36.410.060 (Conditional Use Permits)
Revise Code text to remove a reference to the "Planning Director."

30. 36.410.065 (Hillside Development Permits)
    Revise language to delete references to the DRB and add language referencing the Director and Planning Commission Chair.

31. 36.410.070 (Administrative Modifications)
    Remove references to building height limits based on the 1983 ballot initiative.

32. 36.420.040 (Time Limits and Extensions)
    Based on input from commissioners and board members, it is proposed to increase the amount of time that an entitlement is valid from twelve months to twenty-four months and to allow the Director to grant two one-year extensions based on the same findings already included in the Code that demonstrates valid reasons for the delay. With the economic and environmental uncertainties that many applicants have been experiencing, this simplified extension process seems to be reasonable.

Article 5: Subdivisions

33. 36.500.060 (Authority for Subdivision Decisions)
    Revise Table 5-1 (Authority for Subdivisions) to reflect the Director as the Review Authority for Tentative Maps for Ministerial Projects and add notes referring to Government Code Sections 65913.4 and 66499.41. These changes are being made to make the SPMC consistent with State law.

34. 36.510.160 (Tentative Map Filing and Processing)
    Add a new section for Ministerial Approvals, referencing Government Code Sections 65913.4 and 66499.41.

Article 6: Zoning Code Administration

35. 36.600.020 (Planning Agency Defined)
    Remove references to the DRB and to the Planning and Building Department.

36. 36.600.040 (Planning Commission)
    Add language regarding the make-up of the Planning Commission, requiring at least one member to be a state-licensed (or retired) architect, and at least one member who is competent or experienced in planning and/or urban design. Replace the Secretary role with a Vice Chair.

37. 36.600.050 Design Review Board (DRB)
    This section would be removed in its entirety with the dissolution of the DRB.

38. 36.610.020 Council, Commission, or DRB Member Review
    The section would be amended to remove the DRB.

39. 36.610.040 Appeal Subjects and Jurisdiction

This section would be amended to clarify the appeals jurisdiction with removal of the DRB and introduction of the Planning Commission Chair review process. A commissioner involved in a Chair review decision would be recused from any appeal of that decision.

40. 36.610.050 Appeal Filing, Processing, and Decisions
This section would be amended to remove the DRB.

41. 36.620.030 (Initiation of Amendments)
This section would be revised to allow the Director to initiate Zoning Code and Zoning Map amendments to expedite the process when there is an indication that the amendment process is supported. The Director would initiate the process through transmittal of a written notice to both the Council and Commission.

42. 36.620.050 Commission Action on Amendments.
This section currently contains a provision that makes final a Planning Commission decision to disapprove of an amendment unless appealed. Since the Commission's role is to recommend, and not decide, this section would be deleted, and the previous section revised to note that the Commission's recommendation to approve or disapprove would be transmitted to the Council.

43. 36.630.020 (Notice of Public Hearing)
There are a few substantive changes to this section, as well as some non-substantive corrections. Sub-section B.1.c is added to reflect a recent state law that requires that notice of a public hearing before the Planning Commission for the adoption or amendment of a Zoning Code provision that affects the permitted uses of real property must be given at least 20 days before the hearing. This applies only to the Commission's recommendation hearing and not to Council meetings for adoption.

Additionally, it is proposed to require a sign to be posted on-site for 10 days prior to a scheduled public hearing. A new sub-section (B.3) includes details regarding size, placement, and other details for such signage. Based on the Planning Commission's input, it is proposed that most public hearing signs would need to be 2'x2' in size, except for single-family properties that would require a smaller 11"x17" sign to be posted.

44. 36.630.040 Review Authority Decision and Notice.
In addition to correcting references to reflect the Code update, it is proposed to add language the specifies a 30-day timeline for the Director or Chair to make a decision on an application that does not require a hearing once it is deemed complete.

Article 7: Definitions

Two definitions, "Director" and "Review authority" are proposed to be revised to reflect the department name, along with removal of two definitions related to the DRB.

Zoning Text Amendment Findings
SPMC Section 36.620.070(B) stipulates that a Zoning Text or Map Amendment may be approved only if certain findings are made. The following findings are included in the draft resolution for the Commission's recommendation:

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

      The proposed Zoning Text Amendment (ZTA) is consistent with the actions, goals, objectives, policies, and programs of the General Plan because it would implement the following:

      Housing Element Program 3.f: Allow and Facilitate ADUs.

      Housing Element Program 3.n: Zoning Changes.

      General Plan Policy P5.8: Support the reduction of governmental and regulatory constraints, and advocate for the production of affordable housing.

      General Plan Action A5.8b: Amend Zoning Code to better encourage development of Accessory Dwelling Units.

      Given that the ZTA would implement the latest Government Code references relating to ADUs and ministerial projects, thereby reducing constraints to the production of affordable housing, and given that other changes are proposed that would streamline the development process, increase clarity in code language, and would better inform community members of Public Hearings, the Planning Commission can make this finding in support of the project.

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

      The ZTA would not be detrimental to the public interest, health, safety, convenience or general welfare of the City because it would support internal consistency between the Housing Element, General Plan, and Zoning Ordinance. The proposed ZTA does not include any development proposal nor would it approve any project. Therefore, the Planning Commission can make this finding.

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

The proposed ZTA is internally consistent with other applicable provisions of the Zoning Code. The proposed amendments would update Government Code references pertaining to ADUs and ministerial approvals, would revise text to reflect the City's current organizational structure, and would make the SPMC more descriptive in terms of development standards and definitions. Therefore, the Planning Commission can make this finding.

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

   The project does not include a Zoning Map Amendment. Therefore, this finding does not apply.

Environmental Analysis
The proposed amendments are routine, reflect changes in state law, relate to the City's review process and code clarification, do not include any development proposal, and can be seen with certainty that there is no possibility that the activity in question may have a 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).

Next Steps
Following Commission action, the following steps for the proposed Zoning Text Amendment are anticipated:

March 19, 2025:	City Council Public Hearing for Introduction and First Reading of an Ordinance for a Zoning Text Amendment.
April 16, 2025:	If approved, Second Reading to adopt the Ordinance.

30 days following the Second Reading, the Ordinance would take effect.

Legal Review
The City Attorney has reviewed this item.

Public Notification of Agenda Item
A public notice for this Public Hearing was published in the Pasadena Star News on January 31, 2025. It was also published in South Pasadena Review on February 14, 2025. The public was also made aware of the regularly scheduled Public Hearing on February 25, 2025, through its inclusion in the legally publicly noticed agenda, posted physically at City Hall and also on the City's website.

Attachments
1. Draft Resolution with Proposed Amendments
2. Resolution of Intent (Resolution 7865) – General Code Amendments
3. Resolution of Intent (Resolution 7887) – DRB Amendments

ATTACHMENT 1

P.C. RESOLUTION NO. 25-__

Exhibit A – Proposed Municipal Code Amendments

Planning Commission Agenda Report

ITEM NO. ____

DATE: January 28, 2025

FROM: Alison Becker, AICP, Acting Community Development Director

PREPARED BY: Elizabeth Bar-El, Interim Deputy Community Development Director
Dean Flores, Senior Planner

SUBJECT: **STUDY SESSION: Proposed Design Review reform and proposed amendments to South Pasadena Municipal Code (SPMC) Chapters 2 (Administration) and 36 (Zoning), to Revise Sections of the Zoning Code for Consistency with State Housing Law and to Implement Policies of the City's General Plan and Housing Element Goals and Programs as Shown in Exhibit A; and Review of Proposed Revisions Related to the Cultural Heritage Commission Provisions in Chapter 2 of the SPMC**

Recommendation:
It is recommended that the Planning Commission hold a study session to provide staff with feedback and suggestions regarding:

1. Design Review reform, and
2. General Zoning Code and CHC Ordinance Amendments

Background
This study session is being held in order to provide the Planning Commission and the general public an opportunity to review and comment on upcoming proposed amendments to the Zoning Code prior to formal hearings for recommendation and Council adoption of these amendments.

The current project to amend the Municipal Code has been initiated following the following Council actions over the last eight months:

On June 18, 2024, the City Council held a discussion about the functioning of some of the City's boards and commissions, and one outcome was indication of an interest in reconsidering design review procedures with a goal of reducing the processing time and expense for applicants, including possibly dissolving the Design Review Board (DRB). A recent series of State housing laws have mandated administrative review procedures to expedite multi-family housing production, changing the balance of review levels relative to single-family properties, which still require discretionary review.

On July 17, 2024, the City Council adopted a Resolution of Intent (ROI) to amend certain sections of the South Pasadena Municipal Code (SPMC). The objective of the amendments was to streamline the development review process, simplify code language, revise code language to reflect recent changes in state law, and to implement periodic and routine text clean-up/revisions to keep the SPMC current with the City's organizational structure and community needs. Due to other department priorities, follow up on these actions was postponed until the end of the calendar year.

On November 12, 2024, staff informed the Planning Commission about the upcoming Council agenda item to consider beginning the process of dissolving the DRB.

On December 18, 2024, the Council adopted a resolution of intention to begin the Zoning Text Amendment process, which is required as the DRB was established in the Zoning Code (SPMC Chapter 26.

Summary: Intent of proposed amendments
Additional background information is provided to explain the purpose and reasoning behind the proposed text amendments.

General Code Clean-up and Administration Improvement
City codes and development review practices are periodically reviewed to ensure that regulations remain relevant and consistent with State law. The City implements State law as required even without codification, but to remove conflicting language for better administration and public understanding, it is important to do these updates.

With the adoption of the General Plan and Housing Element, the City has committed to removing barriers to housing development and supporting the production of affordable housing, adopting various code changes supporting the implementation of the Housing Element, and streamlining the City's development review process. Additionally, in the regular administration of planning entitlements, issues arise, and better practices are identified that can only be implemented with a Code amendment. As issues emerge and are brought to staff's attention, they are added to a list of future potential code amendments. Staff has been maintaining a log of these items to combine into this general or "clean-up" amendment.

It should be noted that some of the proposed general amendments pertain to the Cultural Heritage Commission (CHC), which is located in Chapter 2 of the Municipal Code. As such, these amendments are not in the Zoning Code and do not require recommendation by the Planning Commission. Nevertheless, in order to provide more information to and receive input from the public, these proposals are included in this study session. They will not be included in the draft recommendation that staff presents to the Planning Commission in February.

The DRB's role in design review is integrated into the overall Planning permit process, so Council's directive to dissolve the DRB requires a comprehensive review of the Code and

reconciliation of other sections that reference the DRB or involve review of projects either by the DRB or by the DRB chair.

State housing laws have mandated administrative review procedures to expedite multi-family housing production, changing the balance of review levels relative to single-family properties, which still require discretionary review.

Dissolution of the DRB would not affect historic resources that are subject to review by the Cultural Heritage Commission (CHC).

Design Review Reform

As background to understand the current design review process and the plan to streamline while ensuring the continued requirement of quality design for new structures and modifications to existing structures, staff researched the last three years of DRB and DRB Chair activity.

DRB Caseload and Meetings

Staff reviewed the DRB and Chair case activity over the last three years, from January 2022 to October 2024. During that period, there were a total of 42 public hearings before the DRB on 36 applications. During the same period, there were 167 Chair reviews, almost 400% more.

The DRB was able in most cases to reach approval of projects at the first hearing, but about two per year were continued to a subsequent meeting at which they were approved. In situations in which the Board had unresolved concerns, sometimes to avoid the delay caused by a continuance, a decision was reached approving most of the request but delegating certain elements of the project to a Chair review and final approval. The most common elements for further review and Chair approval were windows, followed by roofline adjustments, materials, outdoor lighting and other project-specific conditions that were not sufficiently clarified for the DRB.

There were 10 instances of decisions that added a Chair review, in addition to the six continuances. Thus, out of 36 applications, 56% of the time applicants received a final determination and closure of all issues at the first hearing.

A few other observations from a review of meeting Minutes included:

- There are sometimes delays in holding hearings or getting a vote to approve a project when recusals compromise the quorum. Recusals may be due to a Board member's ownership of property in proximity to the subject property, or in the case that a Board member is the project architect for the application.
- Issues may be raised that are unrelated to DRB's purview, such as hillside structural concerns, or other non-design matters.
- Neighbors do bring up concerns; sometimes not relevant, but sometimes valid. In the case of concerns unrelated to the DRB's purview, this can be frustrating for

Board members and the public as they cannot consider impacts related to those matters.

Chair review

As noted above, the Zoning Code delegates some categories of projects to the DRB Chair. The Chair reviews items as small as same-size window replacements with change of materials (such as aluminum frame to be replaced with double-paned windows) or a rear room addition not visible to the street, new roofs, replacement of porch columns, etc., adding processing time of a week or longer to projects that may otherwise go directly to plan check.

It is unusual for a Municipal Code to deputize a single community member, appointed by Council, with the power to approve applications that are more typically delegated to professional staff. The procedures that have been put in place for this process are as follows:

- Application is reviewed for completeness
- When deemed complete, the application is routed to the Chair via email.
- Chair provides suggested corrections or approves. If there are corrections, staff communicates this to the applicant.
- Unless the Chair prefers to stamp the plans themselves, staff stamps the plans and moves the process forward to Building plan check.

The following table shows the Chair Review applications that were processed between 2021-2024. All applications were approved, unless withdrawn by the applicant.

Table 1: Chair Review Applications

Year	Number of Chair Review applications	Typical time from submittal to approval
2021	63	1-2 months
2022	62	A few days- 2 months
2023	47	A few days- 2 months
2024 (through October)	58	Incomplete data; often more than one month

The review time over the years varies from a couple of days to more than three months. Now that plans are submitted electronically and can be transferred easily to the Chair, the review process should be faster, but the actual time from application to approval as recorded in the Planning log has been fairly consistent. As this process relies on a volunteer, the time frame is not in the control of City staff.

Analysis of staff processing time

Preparing for a public hearing is time intensive, including time of the project planner, management, and support staff. Time varies greatly depending on its complexity and whether the project is approved or continued. Applicants have frequently expressed

concerns about the time involved in obtaining City approval for their projects, which is generally a combination of their own actions in providing plans that comply with Code and staff's need to review and approve plans in compliance with Zoning Code procedures.

The following rough estimate of the number of hours spent on preparing and taking each application to a public hearing, including follow-up after a decision is made, assumes that a decision to approve is made at the first hearing. It also assumes an average of two hearing items per meeting, which reflects the history over the last three years.

Table 2: Staff Time per Application

DRB Hearing Prep, Attendance and Follow-up Time PER APPLICATION	
Project Planner	16
Planning Manager or other supervisor	6
Staff assistant	3
Total	25 hours

If the decision involves a Chair review as a follow-up item, this will take the Project planner up to an additional five hours.

Based on this rough estimate, the following roughly estimates staff time over the last three years (2024 includes only 11 months).

Table 3: DRB Cases and Processing Time (2022-2024)

	# of Applications Approved/ Approved with Chair Review	Processing Hours @25 hr/app	Add'l 5 Hours for Chair Review	Total Annual Staff Hours
2022	13/3 (16 total)	400	15	415
2023	8/4 (12 total)	300	20	320
2024	6/3 (9 total) 1 continued	250	15	265

The two to three items each year that have been continued, requiring additional staff time for analysis, interaction with applicants, reports and additional meeting attendance are counted only as one application for this analysis.

As the chart above indicates, the number of applications has lowered significantly over the past two years. As stated above, the vast majority of DRB hearings have been for single family homes, with only two commercial projects and two sign applications processed, as well as one two-unit project.

Analysis of approval of staff recommendation
In the majority of cases (76%), the staff recommendation for the application was approved, indicating that the Board agreed with the results of staff's work with applicants

to revise (as needed) and present an acceptable project. Staff's ability to work successfully on design review is now enhanced through the recently approved contract for architectural services. Staff is using this resource to support suggestions for improved design.

Discussion

Design Review Reform

At the study session, staff will review the Code sections relevant to the Design Review Board and will be looking for Planning Commissioners and the community to share thoughts on the process of revising the Code's design review process in the absence of a DRB.

The purpose of design review is to address the community's interest in having South Pasadena structures built and/or modified to:

- Be "compatible with the highest standards of improvement in the surrounding neighborhoods,"
- "Retain and strengthen the visual quality of the community"; and
- "Assist project developers in understanding the public concerns for the aesthetics of development."

These Purpose statements from SPMC 36.410.040 (Design Review) are still relevant in terms of community goals for the built environment in South Pasadena. However, as times and conditions have changed, the equally valid desire to reduce the processing time and expense for applicants to obtain entitlements has led the Council to task staff with defining new processes that promote quality design with quicker turnaround.

In approving a design review application, the reviewing authority is required to make certain findings. Those findings are set forth in SPMC 36.410.040.I. We believe that the key finding that implements these "Purpose" statements is Finding #3, which states that the proposed development "is compatible with the existing character of the surrounding neighborhood and that all reasonable design efforts have been made to maintain the attractive, harmonious, and orderly development contemplated by this section…" Existing Code standards and the City's adopted design guidelines already guide architects and designers toward compatible design. In transitioning to an administrative process, the City's design review will be accomplished through objective requirements, and staff will work with applicants to understand and implement the design guidelines to achieve good design and keep sight of this community value.

Over the last two years, Planning staff capabilities have been strengthened, and additional support is now provided by on-call contracts with a City architect. As noted above, staff's work reviewing submittals and working with applicants to bring proposed plans into compliance with the Code's intent and requirements has resulted in most cases being approved based on staff's recommendation.

The following table summarizes the Code sections that contain references to the DRB. Staff continues to review to identify any other references that require attention.

Table 4: Code Sections to be Amended to Revise the Design Review Process

TOPIC	DESCRIPTION	SPMC SECTIONS
Establishing responsibility	References the DRB as one of the bodies responsible for administering the Zoning Code	**36.100.040 (**Responsibility for Administration.)
Land use approval requirements	Requirements that reference the DRB in the context of the approval process for various activities.	**36.210 (**Development and Land Use Approval Requirements)
DRB landscaping review	Requires Landscaping review by DRB	**36.300.070** (Screening)
Signs	Specifies where DRB has authority for sign permit approvals.	**36.320.030** (Sign Permit Requirements)
ADUs	2-story ADUs in front yards	**36.350.200.E.1**
Table 4.1	Table providing an overview of review authority in the Code.	**36.400.020** Authority for Land Use and Zoning Decisions.
Design Review	Sections and sub-sections related to the authorization and processes of Design Review	**36.410.040** (Design Review)
Hillside Development Permits	DRB has authority to approve minor HDPs.	**36.410.065** Hillside Development Permits
Planning Agency components	References the DRB as performing functions of the City's Planning Agency	**36.600.020** Planning Agency Defined.
Establishment of DRB	Describes the DRB and its purpose and duties.	**36.600.050** (Design Review Board (DRB))
Definitions pertaining to DRB	Definitions no longer needed in Code	**Article 7** (Definitions)

Transition and Council Direction regarding DRB Members serving temporarily on Planning Commission

The DRB will continue to meet and fulfill its duties until an amendment that changes the design review process and removes the DRB from the Zoning Code takes effect (30 days after the 2nd reading). The Code allows DRB members whose terms expired at the end of 2024 the ability to continue to serve until such time as a replacement is appointed. Given the plans to dissolve the board, the Council is not considering replacements.

On January 15, 2025, the Council held a discussion regarding membership of the Planning Commission during the period after the DRB has been dissolved. The Council wanted to offer two DRB members whose terms continue for the remainder of 2025 the opportunity to continue to serve the community. Accordingly, Council directed staff to offer them temporary seats on the Planning Commission following the effective date of the ordinance that dissolves the DRB. This would mean that for the period between approximately May and December 31, 2025, there would be a seven-member Planning Commission. The commission would return to the regular five-person body in January 2026.

Relationship of DRB to General Code Amendments
This action to dissolve the DRB and reconsider the design review processes that the DRB has undertaken is being brought forward together with other more general amendments to "clean up" the Code. Accordingly, the reports and ordinances will need to be looked at together. To avoid confusion, sections that have references to the DRB to be removed that also include other proposed changes will be brought forward as general Code changes. Sections that are more substantive regarding the DRB will be included in the ordinance that is focused on the DRB.

General Zoning Code Amendments

There are instances when certain zoning provisions are required to be consistent with State law. This is true with regard to ADUs. Changes to certain sections of the State's ADU regulations have caused the SPMC to be inconsistent or in conflict with state law, which must be resolved. State regulations also continue to evolve regarding the requirement to approve some housing projects through ministerial processes, which also conflicts with discretionary process requirements in the SPMC.

As mentioned earlier in the staff report, the proposed Zoning Code Amendments are presented for various reasons including:

- Streamlining of development review processes,
- Updates to existing development standards,
- General cleanup or simplification of code language, and
- General consistency with state law or other sections of the SPMC

A comprehensive list of the proposed amendments, including a summary exhibit, can be found in Attachment 1 of this staff report. While the general cleanup items such as changing the "Planning Director," to the "Community Development Director," are straightforward, certain proposed Amendments such as requiring site noticing or allowing HVAC equipment in side setback areas are topics for input from the Planning Commission and members of the public.

Amendment summary fact sheets were prepared and posted on the City's website and were shared at two community meetings on January 16th and 23rd. Feedback from these meetings and this study session will be considered as draft amendments are prepared.

The following list summarizes the current list of affected code sections and proposed changes. Note that the first two on this list will not be included in the Planning Commission's draft recommendation as discussed above but are shared for informational purposes and to invite public comment.

1. Chapter 2.59A (Definitions)
   Update definitions related to the Cultural Heritage Commission (CHC) to reflect the Community Development Director (Director), and add definitions for Major and Minor Projects.

2. Chapter 2.65 (Certificate of Appropriateness)
   Clarify that a historical resource evaluation fee is required for applicable projects, and affirm that the Director has the authority to determine whether an intense level Historic Resources Evaluation (HRE) will be required. The threshold for Minor Project Review will be increased form 200 square feet to 500 square feet, for projects in side or rear yards (not visible from the street), making it easier for homeowners who want to remodel or add on to their properties. Staff proposes to revise the length of time that a Certificate of Appropriateness is valid, from 18 to 24 months, applying the same timeframe that is proposed for other City entitlements. The Director is also proposed to have the authority to grant two one-year extensions for a Certificate of Appropriateness, streamlining the extension process. Any extension beyond 48 months would require a hearing before the CHC.

3. 36.300.030 (Setback Measurement and Exceptions)
   Add language to Table 3-1 (Allowed Projections into Setbacks) regarding miscellaneous equipment that is attached to a structure. Such equipment may extend 24 inches into a side or rear yard setback, provided that the equipment is not closer than three feet to any lot line. This kind of equipment would remain prohibited in the front yard setback. An additional note would be added to the table to affirm that Heating, Ventilation, and Air-Conditioning (HVAC) equipment must be screened in a street-side yard and that roof-top HVAC units are not allowed in single-family residential districts, which is the City's current development standard.

4. 36.300.070 (Screening)
   Code text will be revised to add a note referencing SPMC Section 36.340.040.F.3 for hillside projects.

5. 36.300.080 (Mechanical Equipment)
   Battery storage and generators will be added to the list of items included in this section. This type of equipment is currently allowed and is similar to HVAC equipment. Text revisions are also proposed to clarify screening requirements by referencing a new Sub-Section 4. Additional language will be added to reiterate that HVAC equipment is not permitted on roof-tops in single-family residential zones (in keeping with the City's current development standard).

6. 36.300.100 (Historic Structures)
   A typographical error will be corrected to reflect the proper code section in Chapter 2.

7. 36.310.040 (Number of Parking Spaces Required)
   Remove “second unit” language and replace with “Accessory Dwelling Unit” as that is now the term that is used for such units. A note will be added to the Table 3-6 (Parking Requirements By Land Use) referencing Government Code Section 65863.3 pertaining to state requirements for single-family residential parking. The City is already subject to state law and this revision does not represent a change in policy or procedure.

9. 36.320.050 (Permitted Signs)
   Revise text to clarify the sign review process and add a new sign category for Menu Boards. Adding the new category will require renumbering of subsequent sections to maintain an alphabetic listing of sign types.

10. 36.320.060 (General Requirements for All Signs)
    Remove references to the DRB.

11. 36.320.070 (Zoning District Sign Standards)
    Revise the Code text to reference all zoning districts and remove references to the DRB. A new process must be determined for approving monument signs that exceed three feet in height (either proposing criteria for staff approval or move to the Planning Commission). “Evaluation Criteria” will replace the term “Findings” and subjective review language will be removed.

12. 36.320.080 (Standards for Specific Types of Signs)
    Add Menu Boards to this section and renumber the subsequent sign list to reflect the addition. For Portable Sidewalk Signs, code text will be revised to require an encroachment permit, not planning approval. This change is proposed because Planning approvals only apply to private property, not the public right-of-way.

13. 36.320.110 (Definitions)
    Add a definition for a Menu Board.

14. 36.350.120 (Mixed Use Projects)
    Revise language to change sub-section b, removing the limitation of 24 dwelling units per acre maximum density, and instead referencing the density of the underlying zoning district. This limitation conflicts with the allowable densities now allowed in commercial/mixed-use zones that permit 50 du/acre or more. This is a code clean-up item to make the City’s standards for mixed-use projects consistent with the underlying zoning of the property and to comply with Housing Element policies.

15. 36.350.200 (Accessory Dwelling Units)
The City is compelled to update the SPMC to reflect changes in state ADU law. Therefore, this section will be revised to update Government Code references to reflect the new location in state code that governs ADUs. Clarifying language is proposed under Subsection C (Applications) to better define the review process for ADUs (a ministerial/non-discretionary review) when the ADU is associated with a discretionary approval such as a new home. References will also be added for Government Code Sections 66340 and 66341 that deal with how ADUs may be sold. While this scenario is unlikely in South Pasadena given the specialized requirements, nonetheless, the SPMC is required to be consistent with state law. Additional revisions include references to Government Code Sections 66323 that pertains to ADU development standards, including ADUs that are developed through the conversion of existing structures. ADU height limits will also be revised to reflect state law, subject to Government Code Section 66321: if an ADU is located within a half-mile walking distance of a major transit stop or high-quality transit corridor, the unit may be up to 18 feet in height. An attached ADU may be up to 25 feet tall or the height allowed in a particular zoning district (whichever is lower), and ADUs shall not exceed two stories in height. Also in keeping with state law, up to eight (8) ADUs would be allowed on lots with an existing multi-family dwelling, provided the number of ADUs does not exceed the number of existing multi-family units. A reference for the term “livable space” invokes Government Code Section 66313(e).

16. 36.375.060 (Alternatives to On-Site Provision)
Remove obsolete text references to the Inclusionary Housing Ordinance (IHO) that reference the number of units that was previously applicable and subject to the ordinance. The City’s current IHO applies to any development that includes ten or more units. This change should have been included in the 2023 IHO update.

17. 36.400.020 (Authority for Land Use Zoning Decisions)
A Ministerial Review category will be added to Table 4-1 (Review Authority) listing the Director as the Review Authority for such projects. The Director will also have the authority to approve Sign Permits. Language will be added that states the CHC Chair shall review signs on historic buildings, and relevant references to the DRB will be deleted.

18. 36.400.040 (Application Preparation and Filing)
Revise Code language to correct a typographical error: development on slopes of 20% or greater require Hillside Review. The current reference of 30% is incorrect.

19. 36.400.045 (Major Project Review)
This section will be deleted. This section was added to the SPMC to allow outside consultants to review projects. This language is not needed as the City routinely contracts with outside consultants to perform tasks the City may not have the capacity and/or expertise to perform.

20. 36.400.070 (Environmental Assessment)
    Delete the referenced to the South Pasadena Environmental Review Guidelines. Since the City does not have its own guidelines, the reference is not needed.

21. 36.410.020 (Planning Clearances)
    Update references to reflect the Director (Community Development Director, not the Planning Director).

22. 36.410.040 (Design Review)
    Include ADUs in the list of projects that are exempt from review to reflect state law, and affirm the Planning Commission has authority to approve applicable non-ministerial multi-family projects. DRB language will be deleted, and text will be added to clarify the roles of the Director, CHC, and Planning Commission. Ancillary language will be added to the Ministerial Review section to state that the Director is the review authority for such projects, including ministerial subdivisions required by state law. Public noticing requirements will be revised and a requirement for site posting will be required for Public Hearings, providing additional means for the public to be involved in the development review process.

23. 36.410.050 (Conditional Use Permits)
    Revise Code text to remove a reference to the “Planning Director.”

24. 36.420.040 (Time Limits and Extensions)
    Extend the valid time limit of entitlements from twelve months to twenty-four months, and revise the existing Code language accordingly.

25. 36.500.060 (Authority for Subdivision Decisions)
    Revise Table 5-1 (Authority for Subdivisions) to reflect the Director as the Review Authority for Tentative Maps for Ministerial Projects and add notes referring to Government Code Sections 65913.4 and 66499.41. These changes are being made to make the SPMC consistent with state law.

26. 36.510.160 (Tentative Map Filing and Processing)
    Add a new section for Ministerial Approvals, referencing Government Code Sections 65913.4 and 66499.41.

27. 36.620.030 (Initiation of Amendments)
    Revise the text to reflect capitalization, and allow the Director to initiate General Plan, Zoning Code and Zoning Map amendments in an effort to allow staff to be more responsive to community needs when it comes to code amendments.

28. 36.630.020 (Notice of Public Hearing)
    Revise code language to require at least a 20-day noticing period for Zoning Ordinance amendments to comply with state law and add a new requirement for on-site sign posting for public hearings, along with information on the size, placement, and other details for such signage.

As noted earlier, Attachment 1 provides a comprehensive list of the proposed Zoning Amendments featuring proposed deletions, revisions, and additions to the aforementioned code language.

Study Session Questions

In order to facilitate productive feedback from the Planning Commission and members of the public regarding the Design Review reform and Zoning Code Amendments pertaining to the streamlining of processes and development standard updates, staff has prepared the following questions to guide the study session discussion:

General Amendments

1. SPMC Sections 36.300.030 and 36.300.080 regarding mechanical equipment: **Are the proposed mechanical equipment development standard updates appropriate? Is the prohibition of HVAC equipment and other equipment on the roof of single-family residences still appropriate?**
2. For public noticing in (SPMC 36.630.020): Currently, there is no requirement for on-site posting of public notices. **Is the proposed requirement for on-site posting of the public notice appropriate? What changes, if any, would be appropriate?**
3. Initiation of General Plan or Zoning Code Amendments (SMPC 36.620.030): Currently, the SPMC limits initiation of General Plan and Zoning Code Amendments to City Council, Planning Commission, or a project applicant but not the Community Development Director. **Does the Commission support the proposed change to allow the Director to initiate General Plan and Zoning Text and Map Amendments?**

Sign Ordinance:

4. Master Sign Plans (SPMC 36.320.030.C): Currently, these plans and substantial revisions to them, are approved by DRB. **Should criteria be developed for master sign plans and allow them by administrative approval? Or should approval be shifted to the Planning Commission?**
5. Monument Signs (SPMC 36.320.080.C): Currently, monument signs are allowed at 3’ high and 8 feet in width, with the DRB able to approve up to 6’ in height (also 8 ft. width). **Should the additional 3’ in height be allowed at staff level with specific criteria or require Planning Commission approval?**
6. Menu Boards: **Should these be exempt from permit as long as they comply with the standards for size and placement?**

ADUs

7. Front yard placement (SPMC 36.350.200.E.1): If a primary dwelling is located in the rear portion of the property, an ADU is allowed to be in front of the house. A one story ADU that complies with specific design standards may receive administrative approval. A two-story ADU in this location requires approval by the

DRB. **Should this process be moved to administrative with additional specific standards or should the process require Planning Commission approval?**

Single-family Project Review

8. SPMC 36.410.040.B.1a (Design Review Applicability) states that Design review is required for "Any single-family and multi-family residential project that requires a Building Permit for any exterior construction or modification." Currently, the review authority for single-family residential projects (except those subject to the Hillside Development Ordinance) is either the DRB or DRB chair. **Should there still be design review for single-family residential projects or should the review process become administrative and based on objective Code standards. If some discretionary processes are appropriate, what should the threshold be to trigger Planning Commission approval?**

Minor Hillside Development Permits

9. SPMC 36.410.065 (Hillside Development Permits): A Minor HDP is required for modifications to existing structures subject to the Hillside Development Ordinance and is within the purview of the DRB or DRB Chair, except for small exceptions not visible from the street that the Director may approve. **Should the Director have authority to approval Minor Hillside Development Permits?**

Objective standards to achieve the purpose of quality design

10. SPMC 36.410.040.A (Design Review) states the purpose of design review, thus defining the basis for the actions of that section. Sub-section I translates the purpose into findings to be made by a discretionary board, as discussed above. **Does the Planning Commission have suggestions for staff processes or objective standards to support an administrative process that continues to result in high quality design in the City's neighborhoods?**

Attachments

1. Draft Exhibit A: Amendment Summary Exhibit

Exhibit A
Recommended Amendments to SPMC Chapter 36

- **Article 1 Zoning Code Applicability.**

36.100.040 Responsibility for Administration.
This Zoning Code shall be administered by the South Pasadena City Council, Planning Commission, Cultural Heritage Commission, Director of Community Development and the Community Development Department in compliance with Division 36.600 (Administrative Responsibility).

36.110.030 Rules for Interpretation.

A. Abbreviations, short form terms. For the purpose of brevity, the following phrases, personnel and document titles are shortened in this Zoning Code. The City of South Pasadena is referred to as the "City." The City of South Pasadena Zoning Code is referred to as "this Zoning Code." The Director of Community Development is referred to as "Director," the City Council is referred to as the "Council," and the Planning Commission is referred to as the "Commission." The Community Development Department is referred to as the "Department." "Buildings and structures" are referred to as "structures."

B. *No changes to this section*

C. *No changes to this section*

D. *No changes to this section*

E. *No changes to this section*

F. *No changes to this section*

G. *No changes to this section*

H. *No changes to this section*

36.110.040 Procedure for Interpretations.

Whenever the Director determines that the meaning or applicability of any of the requirements of this Zoning Code are subject to interpretation generally, or as applied to a specific case, the Director may issue an interpretation.

A. *No changes to this section*

B. *No changes to this section*

C. *No changes to this section*

D. Record of interpretations. Official interpretations shall be:
   1. Written, and shall quote the provisions of this Zoning Code being interpreted, and the applicability in the particular or general circumstances that caused the need for interpretations, and the determination; and

   2. Posted on the Department web page and distributed to the Council, Commission, CHC, City Manager, City Attorney, City Clerk, and affected Department staff.

Any provision of this Zoning Code that is determined by the Director or other applicable review authority to need refinement or revision will be corrected by amending this Zoning Code as soon as is

practical. Until an amendment can occur, the Director will maintain a complete record of all official interpretations as an appendix to this Zoning Code and indexed by the number of the Division or Section that is the subject of the interpretation.

E. *No changes to this section*

• Article 2 Zoning Districts, Allowable Land Uses, and Zone-Specific Standards

36.210.030 (Allowable Land Uses and Permit Requirements)

A. *No changes to this section*

B. Permit Requirements. Tables 2-2, 2-4, and 2-6 provide for land uses that are:

1. *No changes to this section*

2. *No changes to this section*

3. *No changes to this section*

4. A project may require design review by the Director, the Planning Commission Chair, the Planning Commission (for a Hillside Permit) and/or the Cultural Heritage Commission (if required to obtain a Certificate of Appropriateness), in addition to the permit requirements above. See Section 36.410.040 (Design Review).

36.210.040 (Exemptions from Zoning Approval Requirements)
The zoning approval requirements of this Zoning Code, other than those of the Cultural Heritage Commission, do not apply to the land uses, structures, and activities identified by this Section. These are allowed in all zoning districts subject to compliance with this Section.

A. *No changes to this sectio*n

B. *No changes to this section*

36.220.040 (Residential Zoning District General Development Standards)
The zoning approval requirements of this Zoning Code, other than those of the Cultural Heritage Commission, do not apply to the land uses, structures, and activities identified by this Section. These are allowed in all zoning districts subject to compliance with this Section.

A. *No changes to this section*

B. *No changes to this section*

C. Design guidelines and standards. Land uses and structures proposed within the residential zoning districts shall comply with the City's Design Guidelines to the extent required by the **review authority** and/or specific provisions of the Design Guidelines, objective design standards, and to the extent permitted by State law. Qualifying residential projects shall comply with the ministerial approval process established by SPMC 36.410.040(D)(6).

36.230.050 Mixed Use Overlay District Development Standards.

A. *No changes to this section*

B. *No changes to this section*

C. *No changes to this section*

D. Notes column in Table 2-6. Where the last column in Table 2-6 ("Notes") includes a section number, the regulations in the referenced section apply to the standard; however, provisions in other sections of this Zoning Code may also apply.

TABLE 2-6. MIXED USE OVERLAY DISTRICT DEVELOPMENT STANDARDS		
Development Feature	Requirement	Notes
DEVELOPMENT INTENSITY		
Minimum Size or Area	20,000 sf	
Minimum Lot Frontage	80 ft	
Density Range for Residential	52 to 70 du/ac	
Maximum Lot Coverage	70%	
Minimum Residential Unit Size	Studio—450 sf One-bedroom—750 sf Two-bedroom—900 sf	
NONRESIDENTIAL USES		
Location	Nonresidential uses are required along the street frontage in the areas described in the General Plan for development within a Corridor, District, or Neighborhood Centers.	

No changes to the rest of Table 2-6.

36.250.030 (Altos de Monterey (AM) Overlay District)

A. *No changes to this section*

B. *No changes to this section*

C. *No changes to this section*

D. *No changes to this section*

E. *No changes to this section*

F. Nonconformities. Nonconforming uses, structures, and lots within the AM overlay zone are subject to the requirements of Section 36.360.120 (Altos de Monterey Nonconforming Use Provisions).

TABLE 2-7. AM OVERLAY DISTRICT DESIGN AND DEVELOPMENT STANDARDS	
Development Feature	Requirement
Minimum lot size	Minimum area and width for new parcels.
Area and width	As shown on Final Tract Map 25588, except for mergers and lot line adjustments, provided that such actions shall not cause any significant gain or loss in the area of the tract. The subdivision of any existing lot is prohibited.
Width, flag lot “pole”	30 ft; frontage width may be 25 feet for parcels 306 and 307 to accommodate a 10-foot wide path parallel to the flag lot stem.
Setbacks	Minimum setbacks required, except as provided by Section 36.300.030 (Setback Measurement and Exceptions)

TABLE 2-7. AM OVERLAY DISTRICT DESIGN AND DEVELOPMENT STANDARDS	
Development Feature	Requirement
Front and side	See Table 2-8 (AM Overlay District Setback Requirements). The side setback requirements in the table identify each side (i.e., 15'-5' means 15 ft on one side and 5 ft on the other).
Rear	25 ft
Second story	20 ft from the front setback line
Between structures	10 ft
Sight distance	Intersection: no visual obstructions between 2 and 6 feet above the ground on corner lots measured 25 feet across street corner. Driveways: no visual obstruction between 2 and 6 feet above the ground within 10 feet of a driveway and street.
Lot coverage	40% maximum
Floor Area Ratio (FAR)	0.35 for main building area of multi-floor structures, maximum
Minimum floor area	1,250 sf for each dwelling
Height limit	Maximum height of structures, measured from a point 6 inches above the high point of the existing grade line at the existing, previously set front yard setback line to the highest point of the roof or parapet wall. All heights shall be measured at any point along the building line.
Primary structure	25 ft
Height limit (Continued)	
Detached accessory structure	15 ft
Fences	Front yard—2 ft within a sight distance area, 3 ft elsewhere; side and rear yards—6 ft. Fence height includes garden walls, shrubs and hedges.
Landscaping	As required by Division 36.330 (Landscaping Standards). No impervious surface shall be allowed in a required front or street side setback area, except for a driveway or approved drainage structure. All trees shall comply with the requirements of Ordinance No. 1991.
Parking and loading	• Dwellings require 3 off-street spaces (2 in a garage or carport), that are a minimum of 10 ft wide by 20 ft long, and entirely located to the rear of the front setback line. • No vehicle, trailer, boat or component thereof shall be stored on any parking space or driveway, or access thereto, except in a garage or carport, or behind a solid wall or fence that screens the stored object from public view. • No vehicle, trailer, boat, or component thereof, or other object shall be parked or stored for more than 72 hours in any required setback. • Garage door openings should not face the street when feasible, as determined by the review authority.
Driveway requirements	
Width	9 feet minimum, 12 feet maximum. Flag lots:10 feet minimum, 20 feet maximum

TABLE 2-7. AM OVERLAY DISTRICT DESIGN AND DEVELOPMENT STANDARDS	
Development Feature	Requirement
Circular driveway restrictions	Minimum lot width 80 ft; may occupy a maximum of 40% of the front yard area.
Drainage	Lots shall drain to the street. Drainage patterns established at the time of original lot grading shall not be disturbed except through the installation of conveyances approved by the City that conduct all surface runoff to the nearest public street or public drainage structure.
Grading—Cut and fill	2:1 maximum slope
Fences and walls	Garden fences and walls. Maximum height shall not exceed 6 ft along any property line or within any required setback, except for front yard and street side setback areas where the maximum height shall not exceed 36 inches. Trees or shrubs planted to achieve the same effect as a garden fence or wall shall also comply with these height limitations. Retaining walls. Retaining wall height shall not exceed 6 feet. Where more than one wall is built, the walls shall be separated by a distance equal to the wall height.
Mechanical equipment	Roof mounted equipment may be allowed in accordance with 36.300.080.B. All plumbing vents shall not be visible from the street frontage. Ground-mounted HVAC equipment shall be screened from public view. Antennas and satellite dishes are exempt from these requirements.
Signs	No more than one commercial sign with a maximum area of 6 square feet shall be displayed on any lot; non-commercial signs are not subject to this limitation.

- **Article 3 Site Planning and General Development Standards**

36.300.030 Setback Measurement and Exceptions.
This Section provides standards for the use and minimum size of required setbacks. These standards are intended to provide open space areas around structures for: visibility and traffic safety; access to and around structures; access to natural light, ventilation and direct sunlight; separation of incompatible land uses; and space for privacy, landscaping, and recreation.

A. Setback Requirements. *No changes are proposed to this Section*

B. Exemptions from setback requirements. *No changes are proposed to this section*

C. Measurement of setbacks. *No changes are proposed to this section*

D. Setback exceptions, allowed projections into setbacks. An architectural feature may extend beyond the wall of the structure and into the front, side, and rear setbacks, in compliance with Table 3-1.

TABLE 3-1. ALLOWED PROJECTIONS INTO SETBACKS			
Projecting Feature	Allowed Projection into Specified Setback		
	Front	Side	Rear
Sills, cornices, roof overhang or eaves	No closer than 30 in. to a lot line, provided that the lowest edge of the feature is at least 8 ft above ground level.		
Chimney, bay window, greenhouse window	24 in. for no more than 10% of the length of the building wall from which it projects, or a maximum length of 10 ft, whichever is less; but no closer than 30 in. to a side lot line.		
Balcony, deck, or porch, which may be roofed but is otherwise unenclosed	0 ft	36 in. for a deck if its walking surface is 30 in. or less above grade. 36 in. for another projecting feature if it extends along no more than 10% of the length of the building wall from which it projects, or a maximum length of 10 ft, whichever is less. In no case shall a feature project closer than 30 in. to a side lot line.	8 ft
Uncovered steps or landings up to 36 inches in height	36 inches in width, up to 10 ft in length.		
Miscellaneous equipment attached to the structure	24 inches. Attached equipment shall not be located less than three (3) feet to any lot line and shall not be located in the front yard setback.		
Note: Air conditioning (HVAC) units may be permitted if located outside the front setback, and may be located in the side yard setback provided the equipment is not located closer than three (3) feet to any lot line. Such equipment shall be fully screened when it is located in a street side yard. ~~they~~ HVAC equipment located on rooftops in single-family residential districts (RE, AM and RS zones) shall require approval by the Planning Commission Chair.			

Figure 3-3 *<no changes are proposed to the figure>*

E. Limitations on the use of setbacks. *No changes are proposed to this section*

36.300.040 Height Limits and Exceptions.
Each structure shall comply with the height limits of this Section, except for fences and walls, which are instead subject to the provisions of Section 36.300.050 (Walls, Fences, and Hedges).

A. Maximum height of structures. No structure shall exceed the height limit established by the applicable zoning district in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards).

B. *No changes to this section*

C. *No changes to this section*

36.300.070 Screening
This Section establishes standards for screening between land uses, and the screening of other potentially unsightly features of development.

A. Design Review required. *No changes are proposed to this section*

B. Screening between different land uses. *No changes are proposed to this section*

C. Mechanical equipment, loading dock, and refuse areas for commercial or industrial areas.

1. Roof or ground mounted mechanical equipment (e.g., air conditioning, heating, ventilation ducts, and exhaust, etc.), loading docks, refuse storage areas, and utility services (e.g. electrical transformers, gas meters, etc.) shall be screened from public view from adjoining public streets and rights-of-way and adjacent residentially-zoned areas. See also Section 36.300.080 and 36.340.040.F.3 for hillside projects, regarding mechanical equipment.

2. The method of screening shall be architecturally compatible with the colors, materials, and architectural style of the other development on the site.

3. Landscaping shall be installed adjacent to screen walls, at the discretion of the Design Review Board.

D. Outdoor storage and work yards. *No changes are proposed to this section*

E. Outdoor building materials and garden supply areas. *No changes are proposed to this section*

36.300.080 Mechanical Equipment
Each piece of mechanical equipment including HVAC (heating, ventilation, and air conditioning) equipment, and other compressors, battery storage and associated generators, filters, pumps, and similar equipment installed outside of the exterior walls or roof of a building shall constitute a structure, and shall comply with the following requirements.

A. Location within required setbacks.
1. Front or street setback. No mechanical equipment shall be placed within a required front yard setback.

2. Side setback. Mechanical equipment may be placed within a required side yard or street side setback subject to subsection 4, below.

3. Rear setback. Mechanical equipment may be placed in a rear setback when enclosed and/or screened from view, except in the required yard of a through lot. If detached from the building, the equipment shall be set back a minimum of three feet from the rear and side property lines subject to subsection 4, below.

4. Mechanical Equipment Placement. The following standards shall apply to the placement of mechanical equipment:

   a. The equipment shall be enclosed or screened from view in compliance with Section 36.300.070.C.1;

   b. Mechanical equipment shall not be located closer than three (3) feet to any lot line;

   c. Equipment attached to a building but that protrudes into any required side yard, street side yard, or rear yard setback, shall be subject to a building permit provided that such equipment is not located closer than three (3) feet to any lot line. Such equipment shall not be permitted to extend into the front yard setback.

B. Roof-mounted equipment. Mechanical equipment may be located on a roof provided that it is not visible from the street and is screened from the view of abutting residential properties in compliance with Section 36.300.070.C.1. Roof-mounted HVAC equipment may be allowed in single-family zones (RE, AM, and RS) with approval by the Planning Commission Chair (see Section 36.410.040.D.2). See also Section 36.340.040.F.3. for hillside projects.

C. Noise control. All mechanical equipment shall comply with the City's noise regulations in Chapter 19A of the Municipal Code.

36.300.100 Historic Structures.
See Municipal Code Chapter 2, Article IVH for permit requirements and standards for alterations to historic structures.

36.310.040 Number of Parking Spaces Required.
Each use shall provide at least the minimum number of parking spaces required by this division, unless otherwise exempt from the minimum parking requirement per subsection (H) of this section. If parking requirements result in a fraction of a space required, the number of parking spaces required shall be rounded up to the next higher number.

A. Parking requirements by land use. *No changes are proposed to this section*

B. Expansion of structure, change of use. *No changes are proposed to this section*

C. Multi-tenant sites. *No changes are proposed to this section*

D. Uses not listed. *No changes are proposed to this section*

E. Excessive Parking. *No changes are proposed to this section*

F. Bench or bleacher seating. *No changes are proposed to this section*

G. Parking for historic commercial properties in CG zone. *No changes are proposed to this section*

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
Manufacturing, Processing, and Warehousing	
General manufacturing, industrial, and processing uses	2.5 spaces for each 1,000 sf.

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
Recycling facilities	6 spaces for large collection facilities; as determined by Conditional Use Permit approval for other facilities.
Research and development, offices and laboratories	3 spaces for each 1,000 sf.
Warehouses, distribution centers, and storage facilities	2 spaces for each 1,000 sf.
Recreation, Education, and Public Assembly	
Child day-care facilities	
Child day care center	1 space per employee, plus 1 space per 5 children.
Large family day care home	1 space per employee, in addition to required residential spaces.
Small family day care home	As required for the single-family dwelling (see the parking requirements for residential uses).
Commercial recreation activities: Ball courts, outdoor or indoor	3 spaces for each court, plus 4 spaces for each 1,000 sf of floor area for each additional use.
Indoor recreation/fitness centers	
Arcades	4 spaces for each 1,000 sf.
Bowling alleys	3 spaces for each lane.
Health/fitness clubs	4 spaces for each 1,000 sf plus 1 space for each employee.
Pool and billiard rooms	2 spaces for each table, plus required space for each additional use (e.g., restaurant, bar).
Skating rinks	10 spaces for each 1,000 sf of skating area.
Libraries, museums, art galleries	2 spaces for each 1,000 sf.
Recreation, Education, and Public Assembly (cont'd)	
Outdoor Recreation Facilities Golf course Miniature golf Driving range Equestrian facilities	Parking spaces determined per parking plan approved by review authority.
Public assembly uses (e.g., religious facilities, cinemas, performance theaters, meeting halls, and membership organizations).	1 space for each 4 fixed seats (see Section 36.310.040.F for instructions on how to calculate bench or bleacher seating), and 1 space for every 40 sf of gross assembly area, classrooms, meeting rooms, etc., exclusive of areas of fixed seats and their access aisles. For day care facilities in conjunction with a public assembly use, see the parking requirement for "child day care facilities."
Schools (private)	

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
Elementary, junior high/middle school	1.5 spaces for each classroom, plus 5 spaces for each 1,000 sf of assembly area in an auditorium.
High school	1 space for each 5 students plus 1 space for each employee.
Specialized education and training schools	5 spaces for each 1,000 sf.
Private colleges and universities	5 spaces for each 1,000 sf.
Special needs educational and training facilities	As determined by the review authority based on a parking study by a professional traffic engineer or qualified parking consultant.
Studio for dance, art, etc.	5 spaces for each 1,000 sf.
Residential Uses (1)	
Accessory Dwelling Unit	See Section 36.350.200.H.
Duplex	4 spaces within a garage or carport, plus 1 guest space. (3)
Live/work unit	2 spaces for each 1,000 sf of combined floor area.
Mixed-use development	As required for each individual land use.
Multi- family dwelling, condominiums and other attached dwellings	1 bedroom unit—1 space; 2 bedrooms and/or greater—2 spaces within a garage or carport for each unit, plus 1 guest space per each 2 units. (1), (3)
Organizational house	1 space for each bed.
Senior citizen residential	
Assisted living and group homes	0.5 space for each residential unit, plus 1 space for each 4 units for guests and employees.
Residential Uses (cont'd)	
Independent living	1 covered space for each unit, plus 1 uncovered guest parking space for each 10 units.
Single-family housing	2 covered spaces. (2), (3) (4)
Retail Trade	
Appliances, building materials, furniture, and hardware stores	2 spaces for each 1,000 sf.
Automobile, mobile home, vehicle, machinery and parts sales	1 space for each 1,000 sf, including outdoor display area.
Bars/nightclubs/dancing establishments	1 space for each 30 sf of dance floor area; 1 space for each 100 sf of bar/nightclub area.
Convenience stores	4 spaces for each 1,000 sf.

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
Gas stations (including multi-use stations)	2 spaces for each 1,000 sf plus 3 spaces for each service bay.
Grocery stores	4 spaces for each 1,000 sf.
Multi-tenant retail site or building (2 or more uses)	4 spaces for each 1,000 sf.
Restaurant—Not part of multi-tenant retail site or building	
New use occupying new space more than 1,200 sf.	10 spaces for each 1,000 sf.
New use occupying existing space of 1,200 sf or less.	No new parking required.
Outdoor dining	No parking required.
Restaurant—Not part of multi-tenant retail site or building (Continued)	
Take-out with customer tables	20 spaces for each 1,000 sf.
Take-out service only (e.g., delicatessens)	4 spaces for each 1,000 sf.
Restaurant—Within multi-tenant retail site or building	See requirement for “Multi-tenant retail site or building.”
Retail sales and services	1 space for each 500 sf.
Services	
Banks and financial services	4 spaces for each 1,000 sf of financial customer service area, plus 3 spaces per 1,000 sf of office space.
Bed and breakfast inns	1 space for each guest room, and 1 space for each 2 employees, plus 2 parking spaces for the residents.
Services (cont’d)	
Copy and reproduction centers	2 spaces for each 1,000 sf.
Consumer products—repair and maintenance	4 spaces for each 1,000 sf.
Equipment rental	1 space for each 300 sf of floor area, plus 1 space for each 1,500 sf of outdoor use area.
Hotels and motels	1 space for each guest room, and 1.5 spaces for each multi-room suite; plus 1 space for each 20 guest rooms and 10 spaces for each 1,000 sf of conference meeting room area.
Kennels and animal boarding	1 space for each 1,000 sf.
Laundromats	4 spaces for each 1,000 sf.
Medical services	
Clinics, medical/dental offices	4 spaces for each 1,000 sf.

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
In-patient drug treatment facilities	1 space for each 3 beds, plus 1 for each employee.
Hospitals	1 space for each patient bed, plus 2 for each 1,000 sf of office area, plus required spaces for ancillary uses as determined by the review authority.
Medical/dental labs	3 spaces for each 1,000 sf.
Mortuary	1 space for each 4 fixed seats (see Section 36.310.040.F for instructions on how to calculate bench seating), and 1 space for each 40 sf of gross public assembly area.
Offices, administrative, corporate	3 spaces for each 1,000 sf.
Personal services	8 spaces for each 1,000 sf.
Vehicle repair and maintenance	
Repair garage	2 spaces for each 1,000 sf.
Self-service vehicle washing	3 spaces for each washing stall.
Full-service vehicle washing	2 spaces for each 3 employees on largest shift, plus 4 spaces for each 1,000 sf of store/lounge area, with a minimum of 3 spaces.
Veterinary clinics and hospitals	3 spaces for each 1,000 sf, plus 1 space for each 1,000 sf of boarding area.
Transportation and Communications	
Truck and freight terminals	1 space for each 400 sf of freight area, plus 1 space for each 100 sf of office/lobby area.

Notes:

(1) Guest parking spaces shall be clearly marked for guest parking only and shall be evenly dispersed throughout the development site. Signs shall be provided at appropriate locations to direct visitors to guest parking locations.

(2) On a lot requiring a Hillside Development Permit, a minimum of three spaces shall be provided, with two covered. The Planning Commission may authorize one of the three spaces to be in tandem. One additional space shall be provided for each 1,000 square feet of floor area or fraction thereof above 3,000 square feet.

(3) The requirement of two covered spaces may be waived by the Director for the alteration of a residential unit that is listed on the City's Cultural Heritage Inventory as defined by SPMC Section 2.58, provided the circumstances listed under SPMC Section 36.360.090(F)(1) apply.

(4) The City shall maintain compliance with Government Code Section 65863.3 regarding single-family residential parking.

* The actual parking requirements for all uses subject to a Conditional Use Permit [CUP] or Administrative Use Permit [AUP] (refer to SPMC 36.230, Table 2-4 Commercial Zoning Districts—Allowed Uses and Permit Requirements for Commercial and Business Park Districts) are reviewed on a case-by-case basis via the CUP/AUP entitlement process.

TABLE 3-6. PARKING REQUIREMENTS BY LAND USE	
Land Use Type:	Number of Parking Spaces Required*
The listed parking requirements are the minimum; the CUP/AUP process may determine that additional parking is required. Reductions in required parking can only be approved via the variance process (SPMC 36.410.080), and per the 1983 Initiative, variances for parking are limited to a maximum of five percent of the required number of spaces.	

36.320.030 Sign Permit Requirements
No sign shall be installed, constructed, or altered unless it is first approved in compliance with this section.

A. Fees and plans required. *No changes are proposed to this section*

B. Sign Permit Approval. Except as otherwise provided for herein, the Director shall review ~~all~~ Sign Permit applications and approve only those found to be in substantial conformance with all applicable requirements of this Division. Notwithstanding, signs on properties listed on the Historic Resources Inventory shall require approval by the Chair of the Cultural Heritage Commission. CHC Chair decisions may be appealed to the Cultural Heritage Commission, except the CHC Chair shall not participate in that appeal.

C. Master Sign Plan.

1. When required. A Master Sign Plan shall be approved by the same body approving any associated application, and by the Director if there are no associated applications, prior to the issuance of any Sign Permit for:

   a. A new nonresidential use with three or more tenants; and

   b. Major rehabilitation work on an existing nonresidential use with three or more tenants that involves exterior remodeling. For the purposes of this Division, major rehabilitation means adding more than 50 percent to the gross floor area of the building/buildings, or exterior redesign of more than 50 percent of the length of any facade within the project.

All signs installed or replaced within the nonresidential project shall comply with the approved Master Sign Plan.

2. Content of plan. *No changes are proposed to this section*

3. Revisions. A new Master Sign Plan approval shall be required for substantial revisions to the original approval, as determined by the Director. If proposed changes are determined by the Director to be minor, the revisions may be reviewed and approved by the Director.

D. Time limit for action. *No changes are proposed for this section*

36.320.050 Permitted Signs.
The following signs may be permitted in compliance with the zoning district requirements, sign standards, sign permit procedures and the City's Design Guidelines for signs.

A. Awning and suspended signs (Section 36.320.080.A);

B. Banners (Section 36.320.080.B);

C. Freestanding/monument signs (Section 36.320.080.C);

D. Menu boards (Section 36.320.080.D)

E Off-site directional signs (Section 36.320.080.D);

F. Portable sidewalk signs (Section 36.320.080.E);

G. Projecting signs (Section 36.320.080.F);

H. Suspended signs (Section 36.320.080.G);

I. Temporary signs (Section 36.320.080.H);

J. Wall signs (Section 36.320.080.I); and

K. Window signs (Section 36.320.080.J).

36.320.060 General Requirements for All Signs.

A. Sign area measurement. *No changes are proposed to this section*

B. Sign height measurement. *No changes are proposed to this section*

C. Sign location requirements.

1. All signs identifying an occupant, business, or use shall be located on the same site as the occupant, business, or use.

2. A sign may project over an adjacent public right-of-way only when authorized by an encroachment permit as well as a Sign Permit. No sign shall be located within a public right-of-way, except as otherwise allowed by this Division.

3. The location of the sign or signs shall meet the following standards:

a. A freestanding or projecting sign is set back from property lines a distance that is appropriate for its height and area;

b. Wall or projecting signs relate to the architectural design of the building, and that no signs cover windows, or spill over natural boundaries in the facade design and architectural features;

c. The sign does not unreasonably block the sight lines of existing signs on adjacent properties; and

d. The sign does not adversely affect pedestrian or vehicular safety.

D. Sign illumination. *No changes are proposed to this section*

E. Maintenance of signs. *No changes are proposed to this section*

36.320.070 Zoning District Sign Standards.

Only the signs and sign area authorized by this Section shall be allowed unless otherwise expressly provided in Section 36.320.080 (Standards for Specific Types of Signs).

A. Residential uses.

1. Number, type, and area of signs allowed. A parcel in a residential zoning district may be permitted one unlighted, wall mounted/flush sign, not to exceed two square feet in area. In addition, multi-family

developments in any district may be permitted one monument sign not to exceed an area of 12 square feet, or 24 square feet with Planning Commission Chair approval. Wall signs shall be located below the roof edge or eave. Monument signs shall not exceed three feet in height, or up to six feet in height with Planning Commission Chair approval.

B. Commercial and industrial zoning district sign standards. Signs in the commercial and industrial zoning districts established by Section 36.200.020 (Zoning Map and Zoning Districts) shall comply with the requirements in Table 3-9. Notwithstanding, signs within the Downtown Specific Plan area shall comply with the sign requirements of the Downtown Specific Plan.

<table>
<tr><td colspan="4">TABLE 3-9. SIGN STANDARDS FOR COMMERCIAL ZONES</td></tr>
<tr><td>Allowed Sign Types</td><td>Maximum Sign Height</td><td>Maximum Number of Signs Allowed per Parcel</td><td>Maximum Sign Area Allowed per Parcel</td></tr>
<tr><td colspan="4">Outdoor Signs Visible from a Street</td></tr>
<tr><td>Awning</td><td>Below roof (1)</td><td rowspan="4">Single tenant site:
3 of any combination of allowed sign types per primary building frontage.
1 of any allowed sign type per secondary frontage.
Multi-Tenant Site:
For a site or building with 2 or more tenants, 1 of any allowed sign type per business frontage.</td><td rowspan="4">Interior and/or corner parcel:
1 sf for each linear ft of primary building frontage (for buildings with multiple frontages, or a corner frontage such as within a shopping center, 1 sf for each linear foot of primary frontage plus 0.5 sf for each foot of one additional secondary frontage (i.e., rear, alley, or driveway frontage)).
The total area of all signs on a single building frontage shall not exceed the total linear feet in that frontage.
No more than 200 sf is allowed for each use.</td></tr>
<tr><td>Freestanding/Monument</td><td>3 ft; 6 ft with Planning Commission Chair approval (see Section 36.320.080.C)</td></tr>
<tr><td>Projecting, Wall</td><td>Below roof (1)</td></tr>
<tr><td>Suspended</td><td>Below eave/canopy; with lowest point of sign at least 8 ft above grade.</td></tr>
<tr><td>Temporary/ Portable</td><td colspan="2">See Sections 36.320.080.F and 36.320.080.I.</td></tr>
<tr><td>Window</td><td colspan="2">See Section 36.320.080.K</td></tr>
<tr><td colspan="4">Indoor Signs, and Outdoor Signs Not Visible from a Street</td></tr>
<tr><td>Awning, Freestanding, Projecting, Suspended, Wall, Window</td><td>Below roof (1)</td><td colspan="2">See Section 36.320.080, as applicable.</td></tr>
<tr><td colspan="4">Notes:
(1) At least one foot below the top of a parapet, the sill of a second floor window, and/or the lowest point of any cornice or roof overhang.</td></tr>
</table>

C. Review Criteria. When approving a Sign Permit or Master Sign Plan, the review authority shall ensure that:

a. The sign does not exceed the standards of this Division; and

b. The size, location, and design of the sign is visually complementary and compatible with the size and architectural style of the primary structures on the site, any prominent natural features of the site, and structures and prominent natural features on adjacent properties on the same street.

36.320.080 Standards for Specific Types of Signs.
Proposed signs shall comply with the following standards where applicable, in addition to the sign area and height limitations, and other requirements of Section 36.320.070 (Zoning District Sign Standards), and all other applicable provisions of this Division.

A. Awning signs. *No changes are proposed to this section*

B. Banners. *No changes are proposed to this section*

C. Freestanding/monument signs. Freestanding/monument signs. The following standards apply to freestanding and monument signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. Sign height is limited to three feet, except that the Planning Commission Chair may approve a sign with a maximum height of six feet where the Planning Commission Chair determines that site or business visibility would be inadequate with a lower height.

2. Sign width is limited to eight feet.

3. A sign may be placed only on a site frontage adjoining a public street.

4. Multiple signs shall be separated by a minimum of 75 feet to ensure adequate visibility for all signs. The Director may waive this requirement where the locations of existing signs on adjacent properties would make the 75-foot separation impractical.

5. The signs shall not project over public property, vehicular easements, or rights-of-way. Signs shall not obstruct traffic safety sight areas.

6. To assist emergency response personnel in locating the site, freestanding signs should contain an illuminated street address plate. Numbers should be a minimum of six inches in height. Address plates shall not be calculated as part of the allowed sign area.

D. Menu Boards. Eating and drinking establishments may display one (1) wall-mounted menu board sign per street frontage of the business with a maximum sign size of two square feet, either illuminated or non-illuminated. Such signs shall not require a sign permit.

E. Off-site directional signs. Because of the City's compelling interest in ensuring traffic safety, and the City's interest in improving public convenience, off-site directional signs may be allowed in compliance with the requirements of this Subsection, and subject to the approval of a Sign Permit.

1. Where allowed. Directional signs may be approved within the commercial zoning districts, only on sites where:

a. The review authority determines that a property owner has taken advantage of all permanent signs allowed by this Division, and site visibility remains seriously impaired; and

b. The structure to which directions are being provided is on a lot that is located more than 150 feet from a predominant public street frontage, the site is developed with all other signs allowed by this Division, and the business entry and the other exterior signs allowed for the site by this Division are not visible from the predominant public street. The "predominant public street" shall mean the major vehicular route that provides access to the site and surrounding area.

2. Sign standards. An approved directional sign shall comply with all the following requirements.

a. Number, size, and height limitations. Only one off-site directional sign shall be allowed. The sign shall not exceed an area of four square feet, or a total height of six feet.

b. Design and construction standards. The appearance of the sign, including any graphics and/or text, will reflect attractive, professional design, and that the sign will be durable and stable when in place.

c. Placement requirements. The sign shall be placed only on private property, at the location specified by the Sign Permit.

F. Portable sidewalk signs. Each business may display one portable sidewalk sign in compliance with the following standards and without a sign permit.

1. Encroachment Permit. An encroachment permit shall be obtained from the Public Works Department before any sign is placed in the public right-of-way. A public liability insurance policy, approved by the City attorney and naming the City of South Pasadena and its officers and employees as insured, shall be provided the City prior to issuance of an encroachment permit.

2. Sign size. Each sign shall not exceed a width of 2'-6". Sign height shall be limited to four feet, except that signs for businesses fronting on Fair Oaks Avenue and Huntington Drive may have a height of five feet. Sign height shall be measured perpendicular from the sidewalk surface to the highest point of the sign.

3. Sign placement. A portable sidewalk sign shall be placed only within the boundaries of the applicable business' street frontage, and shall be positioned so that it will not:

a. Obstruct the sidewalk clearance required by the Americans with Disabilities Act (ADA).

b. Impede any line of sight for motorists at vehicular public right-of-way intersections, as recommended by the City Engineer.

c. Interfere with people exiting and entering parked cars.

4. Stabilization. The sign shall be stabilized to withstand wind gusts or must be removed during windy conditions.

5. Daily removal. The sign shall be removed from the sidewalk at the close of business.

G. Projecting signs. The following standards apply to projecting signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. The maximum projection of a sign from a building wall over a public right-of-way shall not exceed 36 inches over a sidewalk, and 24 inches over a traffic way (e.g., an alley).

2. The maximum height of a projecting sign shall not exceed 14 feet, eave height, parapet height, or sill height of a second floor window, whichever is less. No portion of the sign shall project above the eave line of a sloped roof or the top of the parapet on a flat roof.

3. A projecting sign shall be installed to maintain a minimum clearance of eight feet from the bottom of the sign to the finished grade below.

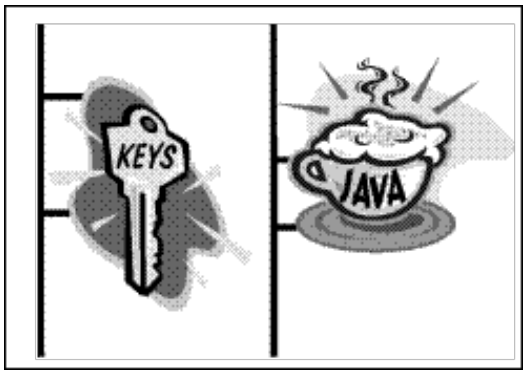

Figure 3-23. Use of Icons/Symbols

4. Icon signs using shapes or symbols uniquely suited to the business, creative shapes and three-dimensional signs are encouraged. See Figure 3-23.

5. The sign shall be graphically designed for pedestrians, with a maximum area of nine square feet on each sign face, regardless of the length of the building frontage.

6. Sign supports shall be compatible with the design of the sign.

7. Interior illuminated boxed display signs (“can” signs) are prohibited.

H. Suspended signs. The following standards apply to suspended signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. The bottom edge of a suspended sign shall not be closer than eight feet to a walking surface below.

2. Suspended signs shall not be internally illuminated. Indirect lighting may be allowed.

3. Lettering shall be limited to eight inches in height.

I. Temporary signs. Temporary signs are allowed in all zoning districts without a sign permit if the sign complies with the following requirements.

1. Maximum area and height. Sign area shall not exceed six square feet and sign height shall not exceed 48 inches.

2. Number. No more than one temporary on-site sign shall be placed on any parcel. Temporary window signs shall be limited to 20 percent of the window area.

3. Duration. No temporary sign shall be in place for more than 30 days, and after removal, the site shall be free from temporary signs for a minimum of 30 days.

J. Wall signs. The following standards apply to wall signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. Wall signs may be located on the building frontage facade, and on any other building face where approved by the review authority.

2. The area of the largest wall sign shall not exceed seven percent of the area of the building facade on which the sign is mounted or painted, including the area of windows, doors, recesses, and the flat plane projection of sloping roofs.

3. The signs shall not project from the surface upon which they are attached more than required for construction purposes and in no case more than 12 inches.

4. The signs shall not project above the eave line or the edge of the roof of a building.

5. The signs shall not be placed so as to interfere with the operation of a door or window.

K. Window signs. The following standards apply to window signs in all zoning districts where allowed by Section 36.320.070 (Zoning District Sign Standards).

1. Permanent window signs.

a. Signs shall be allowed only on windows located on the ground level and second story of a building frontage.

b. Permanent window signs shall not occupy more than 20 percent of the total window area.

c. Signage shall consist of individual letters, logos, or symbols applied to the glass surface; however, neon signs with transparent backgrounds may be hung inside the window glass line.

2. Temporary window signs. Temporary window signs are allowed without a sign permit if the sign complies with the following requirements.

a. The signs may be displayed inside a window for a maximum of 30 days.

b. The area of the signs shall not exceed 20 percent of the total window area, including permanent signs.

c. Signs shall only be located within the ground-floor windows of the structure.

36.320.110 Definitions.

As used in this Division, the following terms and phrases shall have the meaning ascribed to them in this Section, unless the context in which they are used clearly requires otherwise.

A-Frame Sign. See “Portable Sidewalk Sign.”

Abandoned Sign. A sign that no longer advertises a business, lessor, owner, product, service or activity on the premises where the sign is displayed.

Awning Sign. A sign copy or logo attached to or painted on the valence of an awning.

Banner, Flag, or Pennant. Cloth, bunting, plastic, paper, or similar non-rigid material used for advertising purposes attached to a structure, staff, pole, line, framing, or vehicle, not including official flags of the United States, the State of California, and other states of the nation, counties, municipalities, official flags of foreign nations and nationally or internationally recognized organizations.

Bench Sign. Copy painted on a portion of a bench.

Blinking or Flashing Sign. A sign that contains an intermittent or sequential flashing light source.

Can Sign (Cabinet Sign). A sign that contains all the text and/or logo symbols within a single enclosed cabinet and may or may not be internally illuminated.

Changeable Copy Sign. A sign designed to allow the changing of copy through manual, mechanical, or electrical means including time and temperature.

Directional Sign. An on-site sign which is designed and erected solely for the purposes of directing vehicular and/or pedestrian traffic within a project.

Double-Faced Sign. A sign constructed to display its message on the outer surfaces of two identical and/or opposite parallel planes.

Electronic Reader Board Sign. A sign with a fixed or changing display composed of a series of lights, but not including time and temperature displays.

Freestanding/Monument Sign. An independent, freestanding structure supported on the ground having a solid base as opposed to being supported by poles or open braces.

Ground Mounted Sign. A sign fixed in an upright position on the ground not attached to a structure other than a framework, pole or device, erected primarily to support the sign. Includes monument signs and pole signs.

Illegal Sign. An illegal sign is any sign:

1. Erected without first complying with all regulations in effect at the time of its construction or use;

2. That was legally erected, but whose use has ceased, the structure upon which the display is placed has been abandoned by its owner, or the sign is not being used to identify or advertise an ongoing business for a period of not less than 90 days;

3. That was legally erected which later became nonconforming as a result of the adoption of an ordinance, the amortization period for the display provided by the ordinance rending the display conforming has expired, and conformance has not been accomplished;

4. That was legally erected which later became nonconforming and then was damaged to the extent of 50 percent or more of its current replacement value;

5. That is a danger to the public or is unsafe;

6. Which is a traffic hazard not created by relocation of streets or highways or by acts of the City; or

7. That pertains to a specific event, and five days have elapsed since the occurrence of the event.

Indirectly Illuminated Sign. A sign whose light source is external to the sign and which casts its light onto the sign from some distance.

Internally Illuminated Sign. A sign whose light source is located in the interior of the sign so that the rays go through the face of the sign, or light source which is attached to the face of the sign and is perceived as a design element of the sign.

Marquee (Canopy) Sign. A sign which is attached to or otherwise made a part of a permanent roof-like structure which projects beyond the building wall in the form of a large canopy to provide protection from the weather.

Menu Board. An incidental sign which is attached to the structure of an eating or drinking establishment (restaurant, pub, café, microbrewery, diner, dessert shop, bar, etc.) that typically displays available menu items and other incidental information for the establishment.

Moving Sign. A sign which uses movement, lighting, or special materials to depict action or create a special effect to imitate movement.

Nonconforming Sign. An advertising structure or sign that was lawfully erected and maintained prior to the adoption of this Zoning Code, but does not now completely comply with current regulations.

Obscene Sign. Signage when taken as a whole, which to the average person applying contemporary statewide standards, appeals to prurient interest and as a while depicts or describes in a patently offensive way sexual conduct which lacks serious literary, artistic, political or scientific value.

Off-Site Directional Sign. A sign identifying a publicly owned facility, emergency facility, or a temporary subdivision sign, but excluding real estate signs.

Off-Site Sign. A sign identifying a use, facility, service, or product which is not located, sold, or manufactured on the same premise as the sign or which identifies a use, service, or product by a brand name which, although sold or manufactured on the premise, does not constitute the principal item for sale or manufactured on the premise.

Permanent Sign. A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.

Pole/Pylon Sign. An elevated freestanding sign, typically supported by one or two poles or columns.

Portable Sign. A sign that is not permanently affixed to a structure or the ground.

Portable Sidewalk Sign. A temporary “a-frame” or “sandwich board” sign that is placed on a public sidewalk to advertise a nearby business.

Projecting Sign. A sign other than a wall sign suspending from, or supported by, a structure and projecting outward. Includes blade signs.

Roof Sign. A sign constructed upon or over a roof, or placed so as to extend above the edge of the roof.

Sign. A structure, device, figure, display, message placard, or other contrivance, or any part thereof, situated outdoors or indoors, which is designed, constructed, intended, or used to advertise, or to provide information in the nature of advertising, to direct or attract attention to an object, person, institution, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination, or projected images. Does not include murals, paintings and other works of art that are not intended to advertise or identify any business or product.

Sign Area. The entire area within a perimeter defined by a continuous line composed of right angles using no more than four lines which enclose the extreme limits of lettering, logo, trademark, or other graphic representation.

Suspended Sign. A pedestrian-oriented sign that is suspended from the underside of a canopy, arcade structure, or similar structure.

Temporary Sign. A sign intended to be displayed for a limited period of time and capable of being viewed from a public right-of-way, parking area or neighboring property.

Vehicle Sign. A sign which is attached to or painted on a vehicle which is parked on or adjacent to any property, the principal purpose of which is to attract attention to a product sold or business located on the property.

Wall Sign. A sign which is attached to or painted on the exterior wall of a structure with the display surface of the sign approximately parallel to the building wall.

Window Sign. A sign posted, painted, placed, or affixed in or on a window exposed to public view. An interior sign which faces a window exposed to public view and is located within three feet of the window.

36.350.200 Residential Uses—Accessory Dwelling Units (ADUs).

A. Definitions. *No changes are proposed to this section.*

B. Applicability. *No changes are proposed to this section.*

C. Applications. Pursuant to Government Code Sections 66316 and 66317 applications for accessory dwelling units shall be considered ministerially (staff-level approval based on objective standards) within 60 days after the application is deemed complete. If the permit application for an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the action on the accessory dwelling unit permit may be delayed until the city approves or denies the permit application to create the new single-family or multifamily dwelling, however, the accessory dwelling unit permit application shall be considered without discretionary review or hearing. The application for the creation of an ADU or JADU shall be deemed approved if the local agency has not acted on the application within 60 days from the date it is deemed complete. The application process and requirements shall be set forth in a written document provided by the Planning Department.

1. Timing of concurrent applications. An applicant may submit an application to construct an ADU concurrently with other proposed development, such as new construction of or an addition to an existing primary dwelling. The following shall apply in these cases:

   a. New construction of primary dwelling unit, with attached ADU/JADU or detached ADUs. Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the ADU/JADU application may be deemed complete and approved. ADU applications submitted prior to the construction of a primary dwelling unit which was subject to discretionary review and which conflict with the conditions of approval for the primary dwelling unit shall be denied unless the primary dwelling unit conditions of approval are first amended.

   b. Conversions of existing accessory structures. The ADU application for conversion of a detached accessory structure may be approved within 60 days after it has been deemed complete, regardless of a concurrent application for an addition to the primary dwelling. If the conversion is a garage that removes existing parking, replacement parking for the primary structure shall not be required, and the proposed addition to the primary dwelling shall not require additional parking.

   c. Additions to existing primary dwelling unit with proposed attached ADU/JADU. Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the attached ADU/JADU application may be deemed complete and approved, unless the ADU application is for a conversion. See Subsection J below for historic properties.

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

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

D. Ownership. An ADU may be sold or conveyed to low- or moderate-income persons separately from the primary dwelling unit in accordance with Government Code Sections 66340 and 66341, as may be amended from time to time, if the ADU is built or developed by a qualified nonprofit corporation meeting state law requirements. A JADU may not be sold separately from the primary dwelling. The City may require a deed restriction in a form approved by the City Attorney to memorialize and enforce the restrictions set forth in state law.

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

E. Development standards for ADUs on single-family properties. The following standards apply to ADU development on a property that is not a historic property (see subsection (J) of this section for historic property standards). ADU development meeting the criteria of Government Code Section 66323(a)(1) through (4) shall not be subject to any objective development or design standards beyond those set forth in Government Code Section 66323.

1. Location.

a. Number of ADUs. One ADU, either attached or detached, and one JADU shall be allowed on a single-family property. Pursuant to Government Code Section 66323, a property owner may also convert an existing structure to an ADU, in addition to the ADU and JADU listed above.

b. Location on site. *No changes are proposed to this section*

c. Hillside locations. An ADU on a hillside property may be attached to or detached from the primary dwelling unit, in a location within, behind or underneath the primary dwelling, underneath a parking bridge even if it is closer to the front property line than the primary dwelling, or as a conversion of existing space.

d. Location in front of primary dwelling. If 50 percent or more of the existing primary dwelling is located in the rear one-third of a property that is not a historic property, an attached or detached ADU shall be allowed in front of the primary dwelling as follows:

i. Ministerial review (staff approval). For an ADU that is one story, not more than 850 square feet for a unit with up to one bedroom or 1,000 square feet if the unit includes two or more bedrooms, and maximum 16 feet in height.

ii. Planning Commission Chair approval. For an ADU that exceeds the standards of subsection (E)(1)(d)(i) of this section, and is no more than 1,200 square feet in size and

maximum two stories not to exceed a height of 18 feet for a flat roof, plus a one-foot parapet, and 22 feet for a pitched roof.

e. Standards for ADUs in front of primary dwelling. *No changes to this section*

2. Floor Area. Floor area of an ADU that exceeds the property's lot coverage and floor area ratio (FAR) requirements shall be permitted as required by Government Code 66321 and as specified in this subsection. An ADU which is proposed to exceed lot coverage and floor area ratio (FAR) as described below shall not be approved, unless the size is reduced to comply with this subsection. For purposes of development of other structures on the property, the floor area of an existing ADU shall be counted in the calculation of the property's total lot coverage and floor area ratio, except that when an existing garage has been converted or partially converted to an ADU and no other garage has been or is proposed to be constructed on site; up to 500 square feet of such garage conversion shall not be counted toward lot coverage and floor area ratio.

   a. New construction attached ADU. *No changes are proposed to this section*

   b. New construction detached ADU. *No changes are proposed to this section*

   c. Conversion ADUs. *No changes are proposed to this section*

   d. Junior accessory dwelling units (JADUs). *No changes are proposed to this section*

3. Height limits. The maximum height of an attached or detached new accessory dwelling unit shall not exceed the following limits, subject to Government Code Section 66321(4)(B). For purposes of this section, "story" shall mean a distinct level of living space, excluding loft area that is open to living space below:

   a. For a one-story ADU: 16 feet to top of parapet or pitched roof. A height of 18 feet may be allowed for a detached accessory dwelling unit on a lot with an existing or proposed single-family dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two feet in height may be allowed to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

   b. *No changes are proposed to this section*

   c. For a conversion ADU (without an expansion): the height of the existing structure.

   d. A height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling." (Govt. Code Section 66321(b)(4)(D)).

   e. Notwithstanding the maximum height requirements, in no case shall an accessory dwelling unit exceed two stories.

4. Setbacks. *No changes are proposed to this section*.

   a. *No changes are proposed to this section*

5. *No changes are proposed to this section*

6. Standards for JADUs (see also subsection (I) of this section). *No changes are proposed to this section*

a. *No changes are proposed to this section*

b. *No changes are proposed to this section*

F. Development standards for ADUs on multifamily and mixed-use properties. ADU development meeting the criteria of Government Code Section 66323(a)(1) through (4) shall not be subject to any objective development or design standards beyond those set forth in Government Code Section 66323.

1. Where these standards conflict with the design standards set forth in subsection (J) of this section for historic properties, the standards set forth in subsection (J) of this section shall control.

2. Number of detached ADUs. Not more than eight detached accessory dwelling units may be located on lots with an existing multifamily dwelling, provided that the number of accessory dwelling units shall not exceed the number of existing units on the lot. On a lot with a proposed multifamily dwelling not more than two detached accessory dwelling units shall be permitted.

3. Setbacks. An accessory dwelling unit shall comply with the front yard setback requirements of the applicable zoning district (see Article 2, Zoning Districts, Allowable Land Uses, and Zone-Specific Standards), except that no setback shall be required for the conversion of an existing structure, and a setback of no more than four feet from the side and rear lot lines shall be required for new construction.

~~3~~4. Detached ADU standards. The accessory dwelling units shall maintain four-foot side and rear yard setbacks, and shall not exceed 18 feet for a one-story structure or, for a two-story structure, 18 feet for a flat roof, plus a one-foot parapet, or 22 feet for a pitched roof. A height of 18 feet may be allowed for a detached accessory dwelling unit on a lot with an existing or proposed multi-family dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two feet in height may be allowed to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

5. Attached ADU standards. A height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling." Govt. Code Section 66321(b)(4)(D).

6. Conversion ADUs. Non-livable space within the existing building envelope on lots with a multifamily dwelling, including storage rooms, boiler rooms, passageways, attics, basements, or garages, may be converted into accessory dwelling units if each unit complies with State building standards for dwellings and on the condition that the number of accessory dwelling units created do not exceed 25 percent of the number of existing multifamily dwelling units, or at least one unit, including the accessory dwelling units created. The term "livable space" shall have the meaning set forth in Government Code Section 66313(e) as it may be amended from time to time.

G. Development standards applicable to ADUs on all properties. ADU development meeting the criteria of Government Code Section 66323(a)(1) through (4) shall not be subject to any objective development or design standards beyond those set forth in Government Code Section 66323.

1. Two-story ADUs. Except as approved by the Planning Commission Chair pursuant to subsection (E)(1)(d) of this section, a two-story ADU shall comply with the following standards as applicable unless otherwise exempted by state law. Where these standards conflict with ADU design standards set forth in subsection (J) of this section for historic properties, the standards set forth in subsection (J) of this section shall control.

a. Windows. Where primary dwelling units are not allowed to build within six feet of the property line, the following shall be required: on second-floor elevations with setback less than six feet from a property line shared with adjacent residential parcels, only fixed windows, or fixed panes of a window assembly, composed of plain obscured glass (such as frosted) with no color shall be placed in the area up to five feet above the interior floor height. Any clear window or window pane on these elevations shall be placed so that the bottom of the clear glass is at least five feet above the interior floor height.

b. Balconies. Balconies shall only be allowed on elevations facing the interior of the property, e.g., facing the primary dwelling and/or the back yard area directly behind the primary dwelling. In the case of an ADU on a corner lot, a balcony may face the adjacent street.

c. Setbacks for second floor. The second floor of an ADU shall be set back a minimum of four feet from the side and rear property lines.

i. Notwithstanding the above, a second-floor ADU proposed above an existing accessory structure shall be allowed to maintain the same setback as an existing wall provided the wall is at least three feet from the property line.

d. Second-floor articulation. Thirty percent of the side and rear wall plane above the first floor shall be articulated with minimum 18-inch recesses.

2. Separate entrance. An attached ADU shall have an outdoor entrance that is separate from the primary dwelling.

3. Interior facility requirements. An ADU shall provide living quarters independent from the primary dwelling, including living, sleeping, permanent provisions for cooking and a bathroom.

4. Utilities. An ADU may have shared or separate utility services (e.g., an electrical and/or gas meter) from the primary dwelling.

5. Mechanical equipment. Outdoor equipment associated with electric split or mini-split heating and cooling systems dedicated solely to an attached or detached ADU may be placed in the rear yard setback area.

H. Parking.

1. Exemptions. With the exception of subsection (I)(1) of this section, no off-street parking shall be required for an ADU or JADU if:

a. The ADU is located within one-half mile walking distance of a bus stop or light rail station.

b. When on-street parking permits are required but not offered to the occupant of the ADU.

c. The ADU is within a historic district or an eligible historic district, or a designated historic property, as identified by the National Register for Historic Places, the California Register for Historic Places, or the City's Cultural Heritage Ordinance.

d. The ADU or JADU is within the existing primary dwelling.

e. There is a car share vehicle located within one block of the ADU.

2. Parking required. Parking shall be required for an accessory dwelling unit under the following conditions (see also subsection (I)(1) of this section):

a. If the ADU does not qualify for an exemption based on the list above, in which case one off-street parking space shall be required.

b. If the ADU or ADUs are within a multifamily property, in which case one off-street parking space shall be required per three accessory dwelling units, or fraction thereof. The requirement shall be cumulative if ADUs are built sequentially.

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

1. Parking. If the property is located adjacent to a narrow street, defined as a street with a width of less than 28 feet, one off-street parking space shall be provided. The ADU may not displace existing parking for the primary residence. Notwithstanding, a garage may be converted to an ADU if all removed parking spaces are provided elsewhere on the property for the primary dwelling in addition to the parking space to be provided for the ADU.

2. Fire sprinklers. Fire sprinklers shall be required.

3. Distance from front property line. A detached ADU shall be located within 150 feet of the front property line in order to facilitate emergency fire access, including deployment of an industry-standard, preconnected 250-foot hose line. Notwithstanding, for flag lots, for the purpose of deploying industry-standard hose packs, the ADU may be located within 100 feet of a dry standpipe installed on the property with approval of the Fire Chief.

J. Design standards for historic properties. ADU development meeting the criteria of Government Code Section 66323(a)(1) through (4) shall not be subject to any objective development or design standards beyond those set forth in Government Code Section 66323.

1. Applicability. ADUs proposed for development on a historic single- or multifamily property shall comply with the design standards set forth in this subsection and the South Pasadena Design Guidelines for ADU Development on Historic Properties. The following types of ADUs are permitted on historic properties:

a. Conversion of an existing accessory structure, with or without additional floor area.

b. New construction of a detached ADU.

c. JADUs within the envelope of the existing primary dwelling, consistent with the requirements of subsection (J)(8)(f) of this section.

2. Exemptions. Detached ADUs and accessory structure additions on a historic property that are not visible from the public right-of-way are not subject to compliance with this subsection or the South Pasadena Design Guidelines for ADU Development on Historic Properties. Visibility from the public right-of-way for this purpose shall be determined as follows:

a. Visibility of the structure from the street immediately in front of and within 10 feet on either side of any street-adjacent property line(s). This shall include both adjacent streets for corner properties. An alley is not considered a public right-of-way for this purpose.

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

3. Procedures. Detached ADUs subject to requirements of this subsection shall require ministerial (staff-level) approval, except in the following instances:

a. Cultural Heritage Commission (CHC) review and approval. CHC review and approval shall be required if an application proposes new construction of a detached ADU or additions to an existing accessory structure if the proposed ADU does not comply with the standards set forth in this subsection (J).

4. Location.

a. New construction, detached ADU. Detached ADUs shall be located at the rear of the property, except as provided in subsection (J)(4)(b) of this section.

b. New construction, detached ADU in front of primary dwelling. If 50 percent or more of the primary dwelling is located at the rear one-third of a property and there is no other location on the property in which a maximum 800-square-foot ADU could be added, a detached ADU shall be allowed in front of the primary dwelling, in compliance with subsections (E)(1)(e) and (J)(8) of this section and with the following:

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

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

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

iv. The maximum height of the ADU in front of the primary dwelling shall be 18 feet.

c. Accessory structure additions. If an accessory structure is subject to the provisions of this subsection (J), the addition shall not be attached to the front facade (the facade containing the main/vehicular entrance) of the accessory structure.

5. Size and height limits. ADUs shall comply with the size and height standards set forth in subsection (E)(3) of this section as well as the following, in order to avoid an adverse impact on the historic property. In case of conflict, these standards shall apply:

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

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

b. Two-story ADUs shall be permitted up to 18 feet in height for a flat roof, plus a one-foot parapet, or 22 feet in height for a pitched roof, as long as the ADU is lower than the height of the

primary dwelling. Two-story ADUs shall only be permitted when the primary dwelling is two stories in height, with the following exception:

i. If the historic property is on a hillside lot and contains a one-story primary dwelling, a two-story ADU shall be permitted if the ADU is located downslope and at the rear of the property so that it is still lower than the height of the primary dwelling as viewed from the public right-of-way.

6. Demolition of accessory structures.

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

7. Architectural style.

a. A new construction detached ADU subject to the requirements of this subsection (J) shall be designed as a simplified stylistic variation of its primary dwelling through the incorporation of the design elements listed in subsections (J)(8) and (9) of this section, and the South Pasadena Design Guidelines for ADU Development on Historic Properties.

b. Exterior changes to an existing accessory structure subject to the requirements of this subsection (J) shall comply with relevant requirements listed in subsections (J)(8) and (9) of this section, and the South Pasadena Design Guidelines for ADU Development on Historic Properties.

8. Required design elements.

a. Roof type/pitch for new construction detached ADUs and accessory structure additions. The roof type (flat, gable, hipped) shall match the primary dwelling or existing accessory structure (if attached to the accessory structure). The roof pitch (low, medium, steep) shall be similar to the primary dwelling/existing accessory structure and within the roof pitch range that is appropriate for the architectural style of the dwelling/structure as specified in the Design Guidelines for ADU Development on Historic Properties.

b. Roof material. New roof materials for a new construction detached ADU or an accessory structure conversion/addition shall match the primary dwelling or the existing accessory structure (if attached to the accessory structure), with the following exceptions. Vinyl tiles and cement shakes are prohibited.

i. Composition shingle roofing is an acceptable alternative to wood shingle.

ii. Cement tile roofing is an acceptable alternative to clay tile.

iii. Solar shingle roofing is an acceptable alternative to asphalt composition or wood shingle roofing.

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

differentiated from the primary dwelling/existing accessory structure cladding through color, profile, width, and/or texture.

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

i. Accessory structure conversions/additions. Existing garage doors may be replaced with new doors or infilled; provided, that the framing to the original opening is preserved.

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

f. Entrances and new windows in junior accessory dwelling units (JADUs). JADU entrances and new windows, if required by building code, shall be located on a secondary (non-street facing) facade, or the facade that does not contain the main entrance to the primary dwelling (if on a corner lot property), where feasible.

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

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

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

1. The City may impose a fee on the applicant in connection with approval of an ADU for the purpose of defraying all or a portion of the cost of public facilities related to its development, as provided for in Government Code Sections 66324(a) and 66000(b).

2. The City will not consider an ADU to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU was part of an application for a new single-family dwelling.

3. The City shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. Units that are deed restricted, that rent can be no more than 80 percent of area median income (AMI), are exempt from impact fees.

4. The City shall collect school impact fees pursuant to the State law for development of an ADU or JADU.

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

36.375.060 Alternatives to On-Site Provision.

As an alternative to developing required inclusionary units within an affected residential project, the requirements of this division may be satisfied by the following:

A. For any ownership project: payment of an in-lieu fee as established by City Council resolution and updated from time to time as deemed appropriate, subject to the provisions of SPMC 36.375.110 (In-Lieu Fee Payment and Administration).

B. For any rental project, the applicant may choose one of the following, subject to Planning Commission approval:

1. Provision of an equivalent number of off-site units consistent with SPMC 36.375.050 (Inclusionary Unit Requirement) above, subject to the provisions of SPMC 36.375.100(A) (Deed restriction). The following shall apply to this alternative:

    a. The off-site units shall be located on a property within 1,500 feet of the proposed project, or in a comparable neighborhood as determined by the Planning Commission.

    b. The affordable units shall be of comparable size and quality to the market rate units in the proposed project and subject to the relevant standards in SPMC 36.375.070 (Standards Governing Inclusionary Units).

2. Rehabilitation/conversion of an equivalent number of existing units to affordable units consistent with SPMC 36.375.050 (Inclusionary Unit Requirement) above, subject to the provisions of SPMC 36.375.100(A) (Deed restriction). The following shall apply to this alternative:

    a. The acquisition and rehabilitation shall be applied to market rate units within the City and the conversion of those units to affordable units;

    b. Eligible improvements. The rehabilitation of the market rate units shall improve the units' structural integrity and livability to include improvements to the roofing, flooring, plumbing, heating, and air conditioning as applicable.

3. Dedication of land that is zoned and developable for housing, subject to City Council acceptance, greater or equal to the average cost of construction of the units within the project, with the valuation subject to Planning Commission approval.

- **Article 4 Zoning Approval Procedures**

36.400.020 Authority for Land Use and Zoning Decisions.
Table 4-1 (Review Authority) identifies the City official or body responsible for reviewing and making decisions on each type of application, land use permit, and other approvals required by this Zoning Code. For Cultural Heritage Commission, see SPMC Chapter 2 (Administration).

TABLE 4-1. REVIEW AUTHORITY

Type of Decision	Procedure is in Section:	Role of Review Authority (1)			
		Director	PC Chair (2)	Planning Commission	City Council
Administrative Modification	36.410.070	Decision (3)		Appeal	Appeal
Administrative Use Permit	36.410.060	Decision (3)		Appeal	Appeal
Affordable Housing Review	36.370			Decision	Appeal
CEQA Certification/ Adoption	36.400.070		Certify (6)	Certify (4) (6)	Certify (4) (6)
Conditional Use Permit	36.410.060			Decision	Appeal
Density Bonus Review	36.370	Decision			
Design Review (5)	36.410.040	Decision	Decision	Appeal	
Design Review for Mixed-Use or Multi-Family of 7 dwelling units or more, or Not-Exempt from CEQA (5)	36.410.040			Decision	Appeal
Development Agreement	36.430			Recommend	Decision
Emergency Shelters	36.350.250	Decision			
General Plan Amendment	36.620			Recommend	Decision
Hillside Development Permit – New structures	36.410.065			Decision	Appeal
Home Occupation Permit	36.410.030	Issued			
Ministerial Review	36.410.040	Decision		Appeal	
Minor Design Review	36.410.040	Decision (2)		Appeal	Appeal
Minor Hillside Development Permit – Modifications to existing structures (7)	36.410.065	Decision	Decision	Appeal	Appeal
Parking Use Permit	36.410.090	Decision		Appeal	Appeal

Planning Clearance	36.410.020	Issued			
Planned Development Permit	36.410.100			Decision	Appeal
Reasonable Accommodation	36.400.110	Decision		Appeal	Appeal
Sign Permit (8)	36.320	Decision	Decision	Appeal	Appeal
Single Room Occupancy	36.350.260	Decision			
Specific Plan	36.440			Recommend	Decision
Temporary Use Permit	36.410.050	Issued			
Valet Parking Use Permit	36.310.111			Decision	Appeal
Variance	36.410.080			Decision	Appeal
Zoning Code Amendment	36.620			Recommend	Decision
Zoning Code Interpretation	36.110	Decision (3)		Appeal	Appeal
Zoning Map Amendment	36.620			Recommend	Decision

Notes:

(1) “Recommend” means that the review authority makes a recommendation to a higher decision-making body; “Decision” means that the review authority makes the final decision on the matter; “Appeal” means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Division 36.610 (Appeals); and “Issued” means the nondiscretionary permit shall be granted by the Director.

(2) PC Chair means the Chair of the Planning Commission or his/her designee (See 36.410.040.D.2).

(3) The Director may defer action on zoning approval applications and refer the items to the Commission for the final decision.

(4) The Planning Commission and Cultural Heritage Commission shall certify/approve the CEQA documents, except in those instances where the Council has final review authority for the application, in which case the Planning Commission and/or Cultural Heritage Commission provide recommendation on the CEQA documents to City Council. When a Certificate of Appropriateness is part of a project that requires Planning Commission approval, the Cultural Heritage Commission is the recommending body to the Planning Commission for the Certificate of Appropriateness and associated CEQA and technical documents relating to historic resources.

(5) Design Review of all structures is required pursuant to SPMC 36.410.040.

(6) CEQA means the California Environmental Quality Act.

(7) For Minor Hillside Development Permits, the Director reviews applications for up to 500 square feet of additional floor area; the PC Chair reviews applications that exceed 500 square feet of additional floor area

(8) Signs on historic buildings shall require approval by the chair of the CHC. (See also 36.320.070.A.1 and Table 3-9)

36.400.040 Application Preparation and Filing.
The preparation and filing of applications for zoning approvals, amendments (e.g., General Plan, Zoning Code, Zoning Map, and specific plan), and other matters pertaining to this Zoning Code shall comply with the following requirements:

A. Pre-application review.

1. A prospective applicant or agent is strongly encouraged to request a pre-application review with the Department before completion of project design and the formal submittal of a zoning approval application.

   a. If the project is for development on slopes of 20% or greater, a pre-application review is required prior to applying for the Hillside Development Permit.

2. A pre-application review, accompanied by preliminary project plans and designs and the required filing fee, will be reviewed by affected City departments and other selected agencies.

3. The reviewing City staff members will inform the applicant of requirements as they apply to the proposed project, provide a preliminary list of issues that will likely be of concern during formal application review, suggest possible alternatives or modifications to the project, and identify any technical studies that may be necessary for the environmental review process when a formal application is filed.

4. Neither the pre-application review nor information and/or pertinent policies provided by the Department shall be construed as a Department recommendation for approval or disapproval of the application or project.

B. Application contents and fee. *No changes are proposed to this section*

C. Eligibility, filing. *No changes are proposed to this section*

D. Filing date. *No changes are proposed to this section*

36.400.070 Environmental Assessment
After acceptance of a complete application, the project shall be reviewed as required by the California Environmental Quality Act (CEQA).

36.410.020 Planning Clearances.
A. Purpose of section. *No changes are proposed to this section*

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

1. Planning clearance required. *No changes are proposed to this section*

   a. Specifically, a planning clearance shall be required for:

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

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

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

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

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

iii. For purposes of this section, the prohibition period for issuance of building permits shall commence on the date the City had actual knowledge of the violation. The owner shall have the burden of proving an earlier commencement date, if entitlement to an earlier date is claimed.

iv. Notwithstanding the aforementioned penalty, building or construction-related permits may be issued if in the opinion of the Director they are necessary for the preservation of public health, safety or welfare.

(3) A change of ownership or tenancy of an existing nonresidential structure or use, which shall be filed before reuse or reopening under the new ownership or business name.

b. Following the occurrence of a bona fide emergency (e.g., natural disaster, etc.), as determined by the Council, an Emergency Building Permit and Temporary Planning Clearance may be issued by the appropriate City departments with adequate security, provided in compliance with Section 36.420.030 (Performance Guarantees), in order to provide for an expeditious zoning approval review and reconstruction process.

c. No person shall occupy or use any newly constructed or altered structure, alter any structure, or change any use, or type or class of use, without first applying for and obtaining the required Planning Clearance.

2. Business License required. A Business License is required for all nonresidential (e.g., commercial office and retail, industrial, etc.) activities in compliance with Municipal Code Chapter 18 (Business, Professions and Trades).

C. Review authority. *No changes are proposed to this section*

D. Conflicting licenses and zoning approvals prohibited. *No changes are proposed to this section*

36.410.040 Design Review.

A. Purpose. *No changes are proposed to this section*

B. Applicability.

1. Required review. The exterior impacts of all projects within the following categories are subject to Design Review.

a. Residential development. Any single-family and multi-family residential project that requires a Building Permit for any exterior construction or modification.

b. Commercial and industrial development. Any project involving the construction of, or exterior change to, any structure, landscaping, or permanent signs on a parcel or lot zoned commercial and/or industrial.

2. Exemption from review. All projects within the following categories shall be exempt from the provisions of this section.

a. All construction, work, or labor on structures or for replacement or repair, which uses the same materials and colors and which does not alter the design of the structure, including re-roofing of like-for-like material and where no structural modifications are required;

b. Emergency shelters;

c. Single room occupancy

d. Accessory Dwelling Units.

C. Application filing and processing.

1. Submittal requirements. Application for consideration of Design Review shall be made to the Director on the application form provided by Planning Division, shall be accompanied by the required filing fee, and shall include such information and documents required in the Design Review Submittal Checklist form provided by the Director.

2. Retention of materials. All application materials shall be retained by the City to ensure full compliance with all formal Design Review decisions.

D. Design Review Authority.

1. Planning Commission review. The Planning Commission shall be responsible for the Design Review of the following developments:

   a. As identified in subsection (B) (Applicability) of this section, all developments which require a Hillside Development Permit, a Conditional Use Permit, a Variance, a Planned Development Permit, or any combination thereof;

   b. Multifamily developments containing seven or more units, that are not subject to ministerial review (SPMC Section 36.410.040.D.5);

   c. Multifamily developments containing six or fewer units not exempt from CEQA;

   d. For commercial and industrial structures: Additions of more than 3,000 square feet to existing structures, or any new structure of more than 3,000 square feet.

   e. New Single-family structures

   f. Any other application in which the Planning Commission is identified in the Zoning Code as the Review Authority for design review.

2. Planning Commission Chair Review. The Planning Commission Chair ("Chair") or a Planning Commissioner delegated by the Chair who is a state-registered architect or retired from that status shall be responsible for Design Review of the developments listed below. The Chair shall form a review committee with a City planner(s) appointed by the Director to review the project design. The committee shall decide on the project's approval without a public hearing.

   a. For commercial and industrial structures: Additions to existing structures or any new structure between 500 and 3,000 square feet in floor area; exterior modifications that would result in a change of architectural style of the building.

   b. For residential structures:
      1. Exterior modifications to existing structures that propose to substantially change the architectural style of the structure through changes in materials including, but not limited to, new siding type, windows, roofing, front porch posts and balcony railings and other features characteristic of an architectural style that the existing structure does not reflect.

      2. Additions of ~~no~~ more than 500 square feet in area, or more than 25 percent of the existing structure, whichever is less, for an outdoor structure or a habitable space. Developments that require a Minor Hillside Development Permit with more than 500 square feet in area.

      3. Rooftop mechanical equipment in RE, AM and RS Zoning Districts.

      4. Freestanding/Monument Signs in excess of three feet in height (see Section 36.320.080).

      5. Two-story ADUs in front of the primary dwelling (see Section 36.350.200.E.1(d).

3. Community Development Director. The Director shall be responsible for Design Review of the developments listed below. This review shall be conducted without a public hearing.

a. Developments that are not reviewed by the Planning Commission, Planning Commission Chair, or subject to the Cultural Heritage Ordinance (SPMC Chapter 2), including the following projects:

b. For commercial and industrial structures: Exterior modifications, and new structures or additions to existing structures with no more than 500 square feet of additional floor area that would not change the architectural style of the structure. Exterior modifications include , but are not limited to, new siding materials, windows, and new roofing materials.

c. For residential structures:

1. Exterior modifications to existing structures that would not result in a change of architectural style of the structure. Exterior modifications include, but are not limited to, new siding materials, windows, and new roofing materials.

2. Additions of no more than 500 square feet in area, or no more than 25 percent of the existing structure, whichever is less, for an outdoor structure or a habitable space that is not visible to the street or not above the first floor.

d. Modifications to existing graded and/or improved outdoor areas on a property subject to Division 36.340 (Hillside Protection), such as installation of an in-ground swimming pool, spa, patio covers, accessory structures less than 500 square feet, and similar features not visible to the street.

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 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. "Qualifying residential projects" are either (a) residential or mixed-use projects located on a site included in either Table VI-50 or Table VI-51 of the Adopted 2021-2029 Housing Element with at least 20 percent of the residential units reserved for lower income households, or (b) residential or mixed-use projects that are subject to the inclusionary housing requirements of SPMC 36.375. Qualifying residential projects pursuant to criterion in subsection (a) of this section 4 shall also qualify for priority processing as compared to other projects processed by the Community Development Department, and shall be exempt from and not subject to the Public Art Program and Public Art Development requirements of SPMC 36.390 and 36.395. Eligible residential projects may include units for rent, for sale, or a combination of both. In the case of an eligible residential project with for-sale units, the Community Development Director shall be the review authority for any Tentative map required by the project, in accordance with State Law.

E. Preliminary Review. *No changes are proposed to this section*

F. Scheduling of Design Review.

1. Once an application that requires the Commission's review is deemed complete, the Director shall schedule the application for hearing at the earliest available date following the required public notice period, concurrently, if applicable, with any other Zoning applications that may be required.

2. Applications that require review by the Chair or Director shall be forwarded to the Chair or Director, as applicable, once the application is deemed complete. The Chair or Director shall review the application and render a decision within sixty (60) days of receipt. During the sixty-day review period ("review period"), the applicant shall make a good faith effort to be responsive to any requests from the Chair or Director and there shall be no more than three rounds of requests or

questions during the review period. If applicable, the applicant shall have 15 days to respond to the first request, 10 days to response to the second request and 5 days to respond to the third request. The Chair or Director review is considered administratively without conducting a public hearing or providing public notice prior to taking action.

G Public notice. Public Notice for Commission Design Review hearings shall be in accordance with Section 36.630.020

H. Design Review action. The following actions may be taken relating to any application in compliance with this Section:

1. Approval or disapproval. The Review Authority may approve or disapprove an application. Application approval may be subject to conditions as may be deemed reasonable and necessary to ensure that the findings required by subsection (I) (Required Findings) of this section and all City development standards are met. Notice of any decision made without a public hearing shall be provided in writing to the applicant and anyone who has requested to be notified within five business days.

2. Continuance. The Review Authority may continue consideration of an application for a period of time not to exceed 90 days. The Director may extend this period to a total of 120 days, if the applicant has made material progress and can show good cause for the extension.

I. Required findings. *No changes are proposed for this section*

J. Appeal of a Review Authority action. *No changes are proposed for this section*

K. Effect of Review Authority action. *No changes are proposed for this section*

L. Amendments. The Review Authority may amend the terms and/or conditions originally approved by the Review Authority upon the written request of the applicant. If the original approval required a public hearing, the Review Authority shall consider the request at a duly noticed meeting held in compliance with this section.

M. Expiration. *No changes are proposed for this section*

N. Enforcement. *No changes are proposed for this section*

<u>36.410.050 Conditional Use Permits and Administrative Permits</u>

A. Purpose. *No changes are proposed for this section*

B. Applicability. *No changes are proposed for this section*

C. Application filing and processing. *No changes are proposed for this section*

D. Review Authority.

1. Planning Commission. The Commission may grant a Conditional Use Permit for any use listed in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) as requiring a Conditional Use Permit.

2. Director. The Director may grant an Administrative Use Permit for any use listed in Article 2 as requiring an Administrative Use Permit, or may choose to instead refer the matter to the Commission for review, hearing, and decision.

E. Project review, notice, and hearing. *No changes are proposed for this section*

F. Findings and decision. *No changes are proposed for this section*

G. Conditions of approval. *No changes are proposed for this section*

36.410.060 Conditional Use Permits and Administrative Permits

A. Purpose. *No changes are proposed for this section*

B. Applicability. *No changes are proposed for this section*

C. Application filing and processing. *No changes are proposed for this section*

D. Review Authority.

1. Planning Commission. The Commission may grant a Conditional Use Permit for any use listed in Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards) as requiring a Conditional Use Permit.

2. Director. The Director may grant an Administrative Use Permit for any use listed in Article 2 as requiring an Administrative Use Permit, or may choose to instead refer the matter to the Commission for review, hearing, and decision.

E. Project review, notice, and hearing. *No changes are proposed for this section*

F. Findings and decision. *No changes are proposed for this section*

G. Conditions of approval. *No changes are proposed for this section*

36.410.065 Hillside Development Permits.

A-C *No changes to these sections*

D. Review authority.

1. Hillside Development Permits may be approved or disapproved by the Planning Commission.

2. Minor Hillside Development Permits may be approved or disapproved by the Planning Commission Chair or by the Director in accordance with SPMC 36.410.040.

E-G *No changes to these sections*

36.410.070 Administrative Modifications.

A-B *No changes to these sections*

TABLE 4-2. ALLOWABLE ADMINISTRATIVE MODIFICATIONS		
Types of Administrative Modification Allowed		Maximum Adjustment
1.	Dwelling unit sizes. A decrease in the minimum square footage requirements for dwelling units.	10 percent
2.	Fence or walls. Fences, gates, pilasters, or walls in the side and rear yards that exceed six feet in height.	Not to exceed eight feet
3.	Nonconforming uses and structures. An adjustment in the development of and/or addition to a nonconforming use or structure.	10 percent
4.	Open space. A decrease in the minimum open space requirements.	10 percent
5.	Parcel (lot) area. A decrease in the minimum required parcel area or size.	10 percent
6.	Parcel (lot) coverage. An increase in the maximum allowable parcel coverage.	5 percent
7.	Parcel width dimensions. A decrease in the minimum required parcel width dimensions.	10 percent
8.	Parking lot dimensions. A decrease in the minimum parking lot and loading dimensions (e.g., aisle, driveway, and space widths).	10 percent
9.	Projections. An increase in the allowable projection of canopies, cornices, eaves, fireplaces, landings, masonry chimneys, overhangs, raised porches, stairways, and steps into a required setback areas, but no closer than 3 feet to any property line.	10 percent
10.	Setback areas. A decrease in the required setbacks.	
	Front setback	10 percent
	Side setbacks	10 percent
	Rear setback	10 percent
11.	Structure height. An increase in the maximum allowable structure height.	10 percent
12.	Required Variance. A request which exceeds the limitations identified in this Subsection shall require the filing of a Variance application in compliance with Section 36.410.080.	

C-E *No changes to these sections*

F. Findings and decision. The Director shall record the decision in writing with the findings on which the decision is based. The Director may approve an Administrative Modification application, with or without conditions, only after first finding that:

1. Approval of the Administrative Modification would not be detrimental to the public health, interest, safety, or general welfare and would not be detrimental or injurious to property or improvements in the vicinity and in the same zoning district;

2. The subject property is physically suitable to accommodate the improvements granted by the Administrative Modification; and

3. The Administrative Modification is consistent with the General Plan and any applicable specific plan and the general purposes and intent of this Section, including the requirements of the applicable zoning district.

G. Conditions of approval. In approving an Administrative Modification, the Director may impose conditions deemed reasonable and necessary to ensure:

1. Compliance with the purposes of this Section, consistency with the General Plan and any applicable specific plan;

2. That the Administrative Modification does not grant special privileges inconsistent with the limitations on other properties in the vicinity and zoning district in which the property is located;

3. Compliance with the findings required by Subsection F. (Findings and decision), above; and

4. The protection of the best interests of the surrounding property or neighborhood, and to preserve the public health, safety, and general welfare.

H-I *No changes to these sections*

36.420.040 Time Limits and Extensions.

A. Time limits.

1. Unless conditions of approval or other provisions of this Zoning Code establish a different time limit, any Zoning Approval granted in compliance with Division 36.410 (Zoning Approval or Disapproval) that is not exercised within 24 months of its approval shall expire and become void, except where an extension of time is approved in compliance with subsection (B) of this section.

2. The Zoning Approval shall be deemed "exercised" when the permittee has submitted construction plans to the Building Official for plan review including payment of the requisite fees for plan check. The Zoning Approval for a project that requires construction shall remain valid; provided, that the plan review process remains active in the Building Division. If no construction is required, the Zoning Approval shall be deemed "exercised" when the permittee has actually commenced the allowed use on the subject site in compliance with the conditions of approval.

3. Zoning Approval shall remain valid after it has been exercised as long as a Building Permit is active for the project, or a final building inspection or Certificate of Occupancy has been granted. A Building Permit issued by the Building Official remains active provided it has not expired pursuant to the Building Code.

4. If a project is to be developed in approved phases, each subsequent phase shall be exercised within 12 months from the date that the previous phase was exercised, unless otherwise specified in the Zoning Approval, or the Zoning Approval shall expire and be deemed void. If the project also involves the approval of a Tentative Map, the phasing shall be consistent with the Tentative Map and the Zoning Approval shall be exercised before the expiration of the Tentative Map, or the Zoning Approval shall expire and be deemed void.

B. Extensions of time. Upon request by the applicant, the review authority may extend the time for a Zoning Approval to be exercised as follows:

1. Application filing. The applicant shall file a written request for an extension of time with the Department at least 10 days before the expiration of the Zoning Approval, together with the filing fee required by the Council Fee Resolution.

2. Burden of Proof. The burden of proof is on the permittee to establish with substantial evidence that the Zoning Approval should be extended.

3. Administrative Approval. The Director may grant no more than ~~one~~ two one-year administrative time extension(s) for a total period not to exceed 24 months from the expiration date of the Zoning Approval; provided, that the Director finds that:

    a. The project has not changed and there have been no material changes to the surrounding neighborhood;

    b. The permittee has proceeded in good faith and has exercised due diligence in complying with the conditions in a timely manner;

    c. The proposed extension is consistent with the General Plan and any applicable specific plan, and the overall project remains consistent with those plans as they exist at the time the extension request is being considered; and

    d. There are adequate provisions for public services and utilities, e.g., access, drainage, fire protection, sewers, water, etc., to ensure that the proposed change would not endanger, jeopardize, or otherwise constitute a hazard to the public health, safety, or general welfare, or be injurious to the property or improvements in the vicinity and applicable zoning district.

    e. Use of the Zoning Approval is likely to be or has been delayed by causes outside the applicant's control, e.g., project complexities, legal challenges, an economic downturn, requirements imposed by other governmental agencies.

4. Review Authority. The Review Authority which originally approved the Zoning Approval may extend the time for a Zoning Approval beyond 24 months and up to a maximum of 48 months from the effective date of original approval; provided, that the applicant meets the requirements for time limits and extensions as required in this subsection and the Review Authority makes the findings in subsection (B)(3) of this section.

    a. Hearing on extension. The Review Authority which originally approved the Zoning Approval shall hold a hearing on any proposed extension beyond 48 months (inclusive of the original two-year approval and two one-year extensions), in compliance with Division 36.630 (Public Hearings).

- **Article 5 Subdivisions**

36.500.060 Authority for Subdivision Decisions

Table 5-1 (Authority for Subdivision Decisions) identifies the City official or authority responsible for reviewing and making decisions on each type of subdivision application and other decision required by this Article.

TABLE 5-1. AUTHORITY FOR SUBDIVISION DECISIONS				
Type of Subdivision Application or Decision	Role of Review Authority (1)			
	Community Development Director	Director of Public Works	Planning Commission	City Council
Certificates of Compliance	Recommend	Decision		Appeal
Conditional Certificates of Compliance	Recommend	Decision		Appeal
Final Maps		Recommend		Decision
Lot Line Adjustments	Decision	Recommend		Appeal
Mergers	Decision	Recommend		Appeal
Tentative Maps for Ministerial Projects (2)	Decision	Recommend		Appeal
Tentative Maps	Recommend		Decision	Appeal
Tentative Map Time Extensions	Recommend		Decision	Appeal
Parcel Maps	Recommend		Decision	Decision (3)

Notes:

(1) "Recommend" means that the review authority makes a recommendation on the approval or disapproval of the request to a higher decision-making body; "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Division 36.610 (Appeals).

(2) A Ministerial project includes any eligible development project as defined in Government Code Section 65913.4, 66499.40, and/or 66499.41.

(3) A Parcel Map that requires a dedication or an offer of dedication shall require a decision by the City Council in accordance with SPMC 36.520.060.

36.510 Tentative Map Filing and Processing

36.510.160 Ministerial Approvals.

The Director shall be the review authority for Tentative Maps associated with eligible affordable housing applications as defined by Government Code Section 65913.4, including for condominium purposes. Ministerial approvals shall also apply to eligible projects as defined in Government Code Sections 66499.40 and 66499.41, and any other ministerial approval authority as prescribed in State law.

- **Article 6 Zoning Code Administration**

36.600.020 Planning Agency Defined.
The functions of a Planning Agency shall be performed by the South Pasadena City Council, Planning Commission, Director, and Community Development Department, in compliance with State law (Government Code Sections 65100, et seq.)

36.600.040 Planning Commission**.**

A. Establishment. The Planning Commission, referred to in this Zoning Code as the Commission, is hereby established, in compliance with the provisions of State law (Government Code Section 65100 et seq.)

B. Composition and appointment. The Commission shall consist of five adult members, all to be appointed by the Mayor, with the approval of the Council. To the greatest extent feasible, members shall represent the following professions/occupations:

1. Two who are state-licensed architects or retired from that status.

2. Two who are urban planners, historic preservation professionals, urban designers, landscape architects or retired from that status.

3. One who has demonstrated special interest, competence, experience, or knowledge in planning, community development and/or urban design.

C. Eligibility for membership. Eligibility for Commission service shall be consistent with SPMC Chapter 2, Section 2.24.

D. Intentionally Omitted.

E. Chairperson and Vice Chairperson.

1. The Commission shall, at its first regular meeting after January 1st of each year, elect a Chairperson from among its appointed members to serve for a term of one year.

2. The person selected as Chairperson shall serve no more than two consecutive one-year terms as Chairperson. A Chairperson may be re-elected as Chairperson after at least a 12-month vacancy from that position.

3. The Commission shall also select a Vice Chairperson from the membership of the Commission.

F. *No changes to this section*

G. *No changes to this section*

H. *No changes to this section*

I. *No changes to this section*

J. No changes to this section

K. Intentionally Omitted.

L. ~~I~~ntentionally Omitted.

M. *No changes to this section*

N. Annual report to the Council. The Commission shall render annually to the Council a full written report of its work during the preceding twelve months, on a date provided by the Director.

O. *No changes to this section*

36.600.050 Intentionally Omitted.

36.610.010 Purpose of Division.
This Division establishes procedures for the Commission's review of a decision by the Director or the Planning Commission Chair, the Council's review of a decision by the Cultural Heritage Commission (CHC), or Commission, and appeals by other eligible appellants, in compliance with Section 36.610.030 (Who May File and Appeal), below.

36.610.020 Council or Commission Member Review.
A. Request for review. Within the appeal period identified in Subsection A of Section 36.610.050 (Timing and form of appeal), a member of the Council or Commission may request their respective body to review a decision which may be appealed to that body. A request for review may be initiated by any two members of the review body authorized to review a decision and shall be filed in writing to the office of the City Clerk. The request shall not state that an error has been made or otherwise suggest that the two members seeking review have predetermined the matter to be heard by their review body.

B. No fee required. No fee shall be required if the matter is brought before an appeal body in compliance with Subsection A.

C. Appealing as a private citizen. Nothing in this Section shall prevent a member of the Council **or** Commission from appealing a matter as a private citizen. However, the member may not appeal a decision of their respective Commission, if that Commissioner participated in that decision.

36.610.030 Who May File an Appeal.
An appeal may be filed by any person(s) affected by a decision rendered by the Director, CHC, Planning Commission Chair or Commission. However, only a person who is subject to the enforcement action or proposed enforcement action may appeal a determination by the Director regarding whether a code violation exists on that person's property

36.610.040 Appeal Subjects and Jurisdiction.
Determinations and actions that may be appealed, and the authority to act upon an appeal shall be as follows.

A. Code administration and interpretation. The following determinations and actions of the Director may be appealed to the Commission and then to the Council:

1. Determinations on the meaning or applicability of the provisions of this Zoning Code that are believed to be in error, and cannot be resolved with staff; and

2. An enforcement action in compliance with Division 36.640 (Enforcement) and Section 36.610.030.

B. Zoning approvals and hearing decisions. Decisions by the Director or Planning Commission Chair- may be appealed to the Commission. Decisions made originally by the Commission may be appealed to the Council. A commissioner involved in a Chair Review decision shall not participate in an appeal of said decision.

36.610.050 Appeal Filing, Processing, and Decisions.

A. Timing and form of appeal.

1. An appeal application shall be submitted in writing within 15 calendar days after the date of the decision of the Director, Planning Commission Chair or Commission, as applicable, that is being appealed.

2. An appeal application addressed to the Commission shall be filed with the Department, while an appeal addressed to the Council shall be filed with the City Clerk.

3. An appeal application shall:

a. Specifically identify the grounds upon which the appeal will be taken and summarize the facts and points of law in support of the appeal. Additional facts or points of law may be presented at the hearing;

b. Be accompanied by the information identified in the Department handout for appeal applications; and

c. Be accompanied by the filing fee established by the Council Fee Resolution.

B. Delay of proceedings. The filing of an appeal shall delay (or suspend) the effective date of the Director, Planning Commission Chair or Commission action until the date the decision on appeal becomes final or the appeal is withdrawn.

C. *No changes to this section*

D *No changes to this section*

E. Action on appeals. Notice and hearing of an appeal shall be given in the same manner as any hearing required for the action being appealed. If no notice was required, then the appeal body shall give notice as it deems fair and appropriate.

1. Scope of review and decision. When reviewing an appeal the review authority may:

a. Consider any issues associated with the decision being appealed, in addition to the specific grounds for the appeal. The reviewing authority shall also consider any environmental determination applicable to the zoning approval or decision being appealed;

b. By resolution, uphold, uphold in part, or reverse the action, the determination, or decision that is the subject of the appeal; or

c. Adopt additional conditions of approval deemed reasonable and necessary.

2. New evidence. If new or different evidence, related only to the subject of the appeal, is presented during the appeal hearing, the Commission or Council may refer the matter back to the Director, Planning Commission Chair or Commission, as applicable, for a report on the new or different evidence before a final decision on the appeal.

3. Findings. The appeal body shall be governed by the same criteria that governed the action being appealed.

4. Time limits. Unless otherwise specified by law, including this Zoning Code, the appeal body shall render its decision on the appeal within 30 days after the closing of the hearing for the appeal.

F. *No changes to this section*

36.620.030 Initiation of Amendments.
An amendment to the General Plan, this Zoning Code, or the Zoning Map shall be initiated in compliance with this Section.

A. Who may initiate an amendment.

1. General Plan or Zoning Code. A General Plan or Zoning Code amendment may only be initiated by:

a. A Resolution of Intention by the Council;

b. A Resolution of Intention by the Commission;

c. The Council or Commission upon request of an applicant; ~~or~~

d. Council action to adopt an urgency measure as an interim ordinance in compliance with State law (Government Code Section 65858); or

e. The Director, upon transmittal of written notice to the Planning Commission and City Council.

2. Zoning Map. A Zoning Map amendment may be initiated by:

a. A Resolution of Intention by the Council;

b. A Resolution of Intention by the Commission; or

c. The filing of an amendment application with the Department by the owner or authorized agent of property for which the amendment is sought. If the property is under more than one ownership, all of the owners or their authorized agents shall join in filing the application; or

d. The Director, upon transmittal of written notice to the Planning Commission and City Council.

B. Application filing and processing.

1. An application for an amendment shall be filed and processed in compliance with Division 36.400 (Application Filing and Processing).

2. The application shall be accompanied by the information identified in the Department handout for amendment applications.

36.620.050 Commission Action on Amendments.
A. Commission recommendation.

1. The Commission shall make a written recommendation to the Council whether to approve, approve in modified form, or disapprove the proposed amendment, based upon the findings contained in Section 36.620.070 (Findings and Decision), below.

2. The Commission action shall be by resolution, adopted by no less than three affirmative votes of the Commission.

B. Recommendation. The decision of the Commission, recommending approval or disapproval of the amendment, shall be forwarded to the City Clerk for scheduling of a hearing before the Council at the earliest available date.

36.630.010 Purpose of Division.
This Division establishes procedures for public hearings before the Commission and Council. When a public hearing is required by this Zoning Code, public notice shall be given and the hearing shall be conducted as provided by this Division.

36.630.020 Notice of Hearing
When a zoning approval or other matter requires a public hearing, the public shall be provided notice of the hearing in compliance with state law (Government Code Sections 65090, 65091, 65092, 65094, 65854 and 66451.3, and Public Resources Code Section 21000 et seq.), and as required by this division.

A. Contents of notice. Notice of a public hearing shall include:

1. Hearing information. The date, time, and place of the hearing and the name of the hearing body; a brief description of the City's general procedure concerning the conduct of hearings and decisions; and the phone number and street address of the Department, where an interested person could call or visit to obtain additional information;

2. Application information. The name of the applicant; the City's file number assigned to the application; a general explanation of the matter to be considered; a general description, in text and/or by diagram, of the location of the property that is the subject of the hearing; and

3. Statement on environmental document. If a draft Negative Declaration or Environmental Impact Report has been prepared for the project the hearing notice shall include a statement that the hearing body will also consider approval of the draft Negative Declaration or certification of the final Environmental Impact Report.

4. Effect of City action. The following statements, which are intended to alert the recipient to the possible effects that could result from the City approving the subject amendment:

   a. General Plan or specific plan. A General Plan or specific plan amendment could result in a change in the manner (e.g., a change from residential to commercial, commercial to business park, or commercial or business park to residential) in which the subject parcels may be used or in the allowed intensity or density of the project.

   b. Zoning Code. A Zoning Code amendment could modify any allowable land use, standard, requirement, or procedure applicable to construction of a project within the City.

   c. Zoning Map. A Zoning Map amendment could have the effect of rezoning property from one zoning district to another (e.g., a change from residential to commercial, commercial to business park, or commercial or business park to residential) or in the allowed intensity or density of the project.

B. Method of notice distribution. Notice of a public hearing required by this division for an amendment, appeal, or entitlement shall be given as follows, as required by state law:

1. Mailing.

   a. Notice shall be mailed, or delivered through the United States mail, postage prepaid, at least 10 days before the hearing to:

      (1) The owners of the property being considered or the owner's agent and the applicants;

(2) Each local agency expected to provide schools, water, sewage or other essential facilities or services to the project, whose ability to provide the facilities and services may be significantly affected;

(3) All owners of real property as shown on the County's latest equalized assessment roll and all occupants of the real property, located within a 300-foot radius of the subject parcel. The 300-foot radius shall be measured from the exterior boundaries of the subject parcel to the exterior boundaries of neighboring parcels within the 300-foot radius, without reference to structures existing on the parcels; and

(4) Any person who has filed a written request for notice with the Director.

b. The 300-foot radius shall be measured from the exterior boundaries of the subject parcel to the exterior boundaries of the neighboring parcels within the 300-foot radius, without reference to structures existing on either parcels.

c. Notwithstanding paragraph (a), notice of a public hearing of the Planning Commission for a Zoning Code or Zoning Code amendment that affects the permitted uses of real property, shall be mailed, or delivered through the United States mail, postage prepaid, at least 20 days before the hearing to the parties described in paragraph (a).

2. Publication. In addition to the mailing or delivery identified in subsection (B)(1) of this section, the notice shall also be published at least once in a local newspaper of general circulation within the City at least 10 days before the hearing. If the notice is for a public hearing of the Planning Commission for a Zoning Code or Zoning Code amendment that affects the permitted uses of real property, the notice shall be published as provided herein at least 20 days before the hearing.

3. Site Posting. If applicable, the subject property shall be posted with a sign, in keeping with the following standards:

a. Contents of Notice. The public hearing sign shall include all the information required in **subsection** above.

b. Dimensions. Public hearing signs shall be posted with the following dimensions:

(1) Projects in mixed-use, commercial and multi-family residential districts: Minimum dimensions of two feet by two feet. Larger signs are allowed provided they do not exceed 12 square feet and are either square or rectangular. Public hearing signs shall not exceed six feet in height.

(2) Projects in single-family residential districts: Minimum dimensions of 11"x17".

c. Materials and Specifications. Public hearing signs and all support elements shall be non-illuminated and constructed of materials capable of withstanding wind and weather for the duration of the required posting time. The Director shall have the authority to determine the appropriate materials and specifications for all public hearing signs. The Director shall determine any further specifications regarding the format, letter size, style, and color of such signs.

d. Location. Public hearing signs shall be located in a conspicuous and visible place, parallel to the primary street, sidewalk, and/or right-of-way. Public hearing signs shall be located at least five (5) feet from any lot line but not more than ten (10) feet from the front lot line.

(1) As an alternative, if the sign cannot be posted in this manner, the Director shall approve an alternative posting location. This may include, but is not limited to, posting the public

hearing sign on a building, in a window, or in another conspicuous place as allowed by the constraints of the subject property.

e. Multiple frontages. For parcels with multiple street frontages, including corner lots, a public hearing sign shall be required on each frontage.

f. Posting Period. A public hearing sign shall be posted on the subject property at least ten (10) days prior to the scheduled public hearing and shall remain on the site until a final decision is rendered, the project is withdrawn, or for another unforeseen but practical reason, as approved by the Director. If necessary, the sign shall be updated with current information, such as a rescheduled date or another public hearing for an appeal.

g. Sign Posting Verification. Upon posting, the applicant shall submit documentation to the Director, including photographs that clearly show the location and content of the sign, verifying that the sign was posted in a timely manner in compliance with this subsection 3.

h. Removal. The public hearing sign shall be removed within ten (10) days of the expiration of the appeal period, final decision, or withdrawal of the project. The applicant shall notify the Director in writing that the public hearing sign has been removed.

i. Failure to Post the Site. Failure to post the subject property with a public hearing sign, to include the required information, to update hearing information as necessary, or to comply with applicable standards, may result in a delay to the scheduled public hearing.

C. Alternative to mailing. If the number of property owners to whom notice would be mailed in compliance with subsection (B)(1) of this section is more than 1,000, the Director may choose to provide the alternative notice allowed by state law (Government Code Section 65091(a)(4).

D. Additional optional notice. In addition to the types of notice required by subsections (B), ~~and~~ (C), and (D) of this section, the Director may provide additional notice with content or using a distribution method as the Director determines is necessary or desirable (e.g., use of a greater radius for notice, by email, through website or social media, etc.).

36.630.030 Scheduling of Hearing.

After the completion of the public comment period for an environmental document required by the California Environmental Quality Act (CEQA), the matter shall be scheduled for public hearing on a Director, CHC, Commission, or Council agenda (as applicable) at the earliest available date after the end of the public notification period in compliance with Section 36.630.020 (Notice of Hearing).

36.630.040 Review Authority Decision and Notice.

A. Decision.

1. The review authority (CHC, Commission, or Council, as applicable) shall announce and record its decision on the matter being considered at the conclusion of a scheduled hearing, defer action and continue the matter to a later meeting agenda in compliance with SPMC 36.630.070 (Hearing Procedure)**.**

2. The Director or Planning Commission Chair may instead refer the matter to the Planning Commission for determination at a noticed hearing.

3. The action of the Planning Commission shall be by resolution, adopted by the affirmative vote of not less than three members.

4. 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.

36.630.050. *No changes to this section.*

36.630.060 Effective Date of Decision.
A decision of the Director, CHC, ~~or~~ Commission or Planning Commission Chair (other than a recommendation in compliance with Section 36.630.050) is final and effective at the end of the business day on the 15th day following the decision, unless an appeal is filed in compliance with Division 36.610 (Appeals).

- **Article 7 Definitions**

36.700.020

D. Definitions, “D.”

Director. The City of South Pasadena Director of Community Development, or designee of the Director, referred to in this Zoning Code as the “Director.”

R. Definitions, “R.”

Review Authority. The individual or official City body (the Director of Community Development, Cultural Heritage Commission, Planning Commission, or City Council) identified by this Zoning Code or in Chapter 2, Article IVH (Cultural Heritage Commission) of this Code as having the responsibility and authority to review, and approve or disapprove the permit applications.

Item
2025 Zoning Text Amendments

March 19, 2025

Prepared By: Community Development Department

City of SOUTH PASADENA

Overview

Zoning Code Amendment for:

- New Design Review Process, dissolve DRB
- Administrative/Process Improvements
- Adjusting Standards
- State law consistency
- Cleaning up internal inconsistencies and removing obsolete references

Previously at Council

- **June 28, 2024:** Council discussion on consolidating boards/commissions
- **July 17, 2024:** Council adopted ROI to for general Code amendments.
- **December 18, 2024:** Council ROI to dissolve DRB and reassign its roles

Previously at Planning Commission, DRB

- **January 28th** Planning Commission Study Session on draft amendments
- **February 25th** Commission recommendation hearing
  - P.C. Resolution 25-01 recommending to adopt ordinance (Vote: 4-0)
- **March 6th:** Recommended design review process presented to DRB.

Outreach to Community

- **January 14th and 23rd:** Community Listening Sessions - Questions and feedback received regarding proposals.
- **On-line:** Summaries of the proposals have been available on the Community Development Department and Planning Division web pages.

Discussion

Proposed New Design Review Process

Who Will Review Projects for Design Compatibility?

Planning Commission

- Commercial – More than 3000 sf
- New Single-family residences
- Master Sign programs as part of Project with PC review
- Multi-family: No Change from current
- Major Hillside Development Permit; CUP; Variance

Planning Commission Chair

- Commercial –500 -3000 sf; changes to architectural style
- Residential additions –More than 500 sf or 25% (including Minor Hillside) ‘ 2nd floor, visible or architectural style change
- Taller monument signs (over 3’)
- Front-located 2-story ADUs
- Rooftop mechanical equipment in RE, RS and AM Districts

Community Development Director

- Commercial – up to 500 sf
- Residential additions – lower of: 500 sf or 25% (including Minor Hillside): one story, not visible to street; no architectural style change.
- Most Signs/ Master Sign Programs

How will the PC Chair Design Review Work?

Application

- Assigned staff planner reviews for completeness.
- Planner works with applicant to ensure Code compliance.

Chair assigns self or Commissioner

- Delegated Commissioner acts as "Chair"
- Case Planner assigned by Director
- Planner sends materials; sets time to meet with Chair within 1-2 weeks of receiving a code-compliant submittal/resubmittal

Chair/staff meet for Review

- Decision made (not a public meeting)
- Notify applicant
- If not approved, give specific guidance for changes.

PC Chair Review Authority

- Commercial –500 -3000 sf; changes to architectural style
- Residential additions –More than 500 sf or 25% (including Minor Hillside) ' 2nd floor, visible or architectural style change
- Taller monument signs (over 3')
- Front-Located 2-story ADUs
- Rooftop mechanical equipment in RE, RS and AM Districts

How Will Sign Permits be Approved?

Sign Permit Application for Staff Approval

- Planning reviews for completeness.
- Planner works with applicant to ensure Code compliance.
- Code-compliant application generally approved within one week.
- Take to CHC if historic building

Planning Commission Chair

- Freestanding/Monument Signs over 3’ in height

Community Development Director

- All other Signs
- Master Sign Programs

Exempt from Sign Permit

- Portable signs
- Menu signs

What will be the Considerations for Appointing Planning Commissioners?

Proposed Change to SPMC 36.600.040.B (Planning Commission Composition and appointment)

To the greatest extent feasible, Council will appoint 5 Commissioners with the following qualifications:

- Two state-licensed architects or retired from that status.
- Two urban planners, historic preservation professionals, urban designers, landscape architects or retired from that status.
- One with demonstrated special interest, competence, experience, or knowledge in planning, community development and/or urban design.

Discussion

General Code Changes

Hearing & Code/Map Revisions

- **Public Hearings:** Require site posting
  - Residential: 11” x 17”
  - Commercial: 2’ x 2’
  - Require at least a 20-day notice for Planning Commission hearing on zoning changes that affect permitted land uses (consistent with State law)
- **Code/Map amendments:** Director may initiate with written notice to City Council and the Planning Commission

ADU Revisions

ADU Amendments (to comply with State law)

- Approval and sale processes updated to be consistent with State law
- Heights aligned with State law: additional height is allowed near transit stations and to better integrate with existing SFR roof pitch
- Up to 8 ADUs for multi-family properties; not to exceed the number of multi-family units

Miscellaneous Revisions

Mechanical Equipment:

- Clarify requirements for side and rear yards
- Potentially allow on rooftop with PC Chair approval (this was recommended by the PC)
- Clarification of screening requirements

Miscellaneous Revisions

- **Mixed-use projects**: Remove restrictions on location of residential units within project
- **Application processing timelines**: Consistent with DTSP and the Permit Streamlining Act

General Clean-Ups

- Updated Government Code references
- Consistency revisions/references
- Clarification/addition of certain terms
- Updates to references based on current department name
- Remove references to the 1983 initiative limiting building-height

Public Noticing

- **Published in the South Pasadena Review on <u>March 7, 2025</u>**

Environmental Analysis

- **<u>Categorical Exemption</u>**
  The proposed amendments do not change development standards in a substantive way and as such qualify for the “Common Sense exemption” under CEQA Section 15061(b)(3).

Next Steps

April 16th
(If approved on first reading): Second reading/adoption.

May 16th
Ordinance takes effect.

Recommendation

Introduce for first reading an ordinance to amend SPMC Chapter 36 (Zoning), Articles 1-7, reflecting the combing purposes of streamlining the design review process and promoting consistency with State laws and the City's housing element.

City Council Agenda Report

ITEM NO. 14

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Alison Becker, AICP, Acting Community Development Director
Elizabeth Bar-El, Interim Community Development Deputy Director
Dean Flores, Acting Planning Manager

SUBJECT: **CONSIDER INTRODUCTION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING ARTICLE IVH (CULTURAL HERITAGE COMMISSION) OF CHAPTER 2 OF THE SOUTH PASADENA MUNICIPAL CODE TO REQUIRE A POSTED ON-SITE NOTICE FOR HEARINGS; EXTENDING THE EXPIRATION DATE FOR CERTIFICATES OF APPROPRIATENESS FROM 18 TO 24 MONTHS; INCREASING MINOR PROJECT REVIEW THRESHOLDS FOR CHAIR REVIEW; AND UPDATING LANGUAGE FOR CONSISTENCY AND CLARIFICATION**

Recommendation

It is recommended that the City Council introduce the ordinance by title only and waive full reading of the ordinance amending Article IVH (Cultural Heritage Commission of Chapter 2 (Administration) of the South Pasadena Municipal Code to make administrative processing improvements for certificates of appropriateness, increase public noticing and remove language inconsistencies.

Executive Summary

The City Council will consider an ordinance amending Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code that will improve administration of the certificate of appropriateness (COA) process, an important component of the City's historic preservation program (Attachment 1). The amendments would increase the Cultural Heritage Commission (CHC) Chair's COA approval authority (Minor Project Review) from 200 to 500 square feet for proposed additions to structures that contribute to an historic property. Additionally, it is proposed to require that an on-site notice be posted for a COA that requires a public hearing before the CHC, parallel to the requirement now being proposed for Planning Commission hearings. Other provisions of the proposed amendments would clarify confusing language, allow the Director to determine whether an intensive level historic resources evaluation (HRE) is required for an application, and update references for smoother administration of the preservation program.

These amendments are being introduced together with proposed amendments to Chapter 36 (Zoning Code) in order to coordinate similar process changes for consistent entitlement administration. Once adopted amendments to the Municipal Code become effective after 30 days.

Background
Over the past year, the Cultural Heritage Commission (CHC) and Community Development Department staff have identified the need to address certain issues in the cultural heritage ordinance to improve administration to benefit South Pasadena's historic preservation program. Some of the revisions regarding the requirements for providing notice of public hearing have been developed alongside proposed amendments to the Zoning Ordinance (SPMC Chapter 36). Additionally, the Planning and Building Department has been reorganized as the Community Development Department, so references in the CHC ordinance need to reflect this current condition.

As described further below, the CHC held a discussion on the proposed changes to the Code on February 20, 2025. Additionally, the draft amendments were provided to the public for review at two Listening Sessions on January 14 and 21 and were posted online on the Community Development Department webpage.

Analysis
Although relatively minor, the proposed changes to the Cultural Heritage Commission ordinance are important because they will facilitate improved administration of the City's historic preservation program.

The draft ordinance (Attachment 1) includes proposed amendments for the following specific purposes:

- To clarify what constitutes a Major and Minor project and authorize the Community Development Director to determine whether a project is minor based on Code criteria. The threshold for Minor Project Review would increase from 200 square feet to 500 square feet;
- To clarify the requirements for a written narrative of a project to ensure complete, relevant historical information;
- To authorize the Director to determine if an intensive level Historic Resources Evaluation (HRE) is needed for a project;
- To require a sign to be posted on site for public hearings and with clarification that all residents and property owners within 300 feet of a project site must be notified of a public hearing;
- To align noticing requirements with the requirements for hearings in Chapter 36 (Zoning Code);
- To extend the timeframe for which approved Certificates of Appropriateness (COA) would be valid from the current 18 months to 24 months. (This same extension is being proposed for all Planning entitlements);
    - The Director would have the authority to issue two one-year extensions in addition to the original 24-month term. Any extension beyond that time would require a hearing before the Cultural Heritage Commission;
- To update references to the Director consistent with the change of department name from Planning and Building to Community Development.

The proposed changes are shown in the ordinance in **Bold Underline** for text additions and ~~**Bold Strikethrough**~~ for text deletions.

Alternatives
As an alternative to the recommendation, the City Council may consider:

1. Revising the draft provisions and introduce the ordinance.
2. Deciding not to introduce the proposed amendments and retain the current Municipal Code provisions.

Fiscal Impact
The proposed Municipal Code amendments would not have any budgetary impact for the City. The change in minor project threshold would result in additional projects that would be approved by the CHC Chairperson, which have lower application fees than CHC hearing items, but the proposed process changes would not require any adjustment to the City's fee schedule.

Commission Review and Recommendation
Amendments to South Pasadena Municipal Code (SPMC) Chapter 2 do not require a Commission recommendation. However, staff brought the proposed amendments for discussion at the Cultural Heritage Commission meeting on February 20, 2025. Commissioners discussed the proposed changes and were generally supportive. There were no suggestions to amend the proposed language, and the current draft for Council consideration is identical to the draft reviewed at the meeting.

The proposed amendments were also included in the materials presented to the Planning Commission at a study session on January 28, 2025, and no public comments were received.

Public Notification
A notice of public hearing was published in the South Pasadena Review on March 7, 2025. The public was also made aware of the regularly scheduled Council meeting on March 19, 2025, through its inclusion in the legally publicly noticed agenda, posted physically at City Hall and also on the City's website.

Environmental Analysis
Staff recommends that the Council find that the proposed ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides a common sense exemption in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. In this case, the proposed municipal code amendments support administrative improvements, extend permit validity periods and increase public notification regarding proposed projects, in addition to updating language to remove inconsistencies, and there is no possibility that the activity in question may have a significant effect on the environment.

Attachment:
Attachment No. 1 - Final Draft CHC Amendment Ordinance
Attachment No. 2 - Presentation for SMPC Chapter 2 Amendments

ORDINANCE NO.____

AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING ARTICLE IVH (CULTURAL HERITAGE COMMISSION) OF CHAPTER 2 OF THE SOUTH PASADENA MUNICIPAL CODE TO REQUIRE A POSTED ON-SITE NOTICE FOR HEARINGS; EXTENDING THE EXPIRATION DATE FOR CERTIFICATES OF APPROPRIATENESS FROM 18 TO 24 MONTHS; INCREASING MINOR PROJECT REVIEW THRESHOLDS FOR CHAIR REVIEW; AND UPDATING LANGUAGE FOR CONSISTENCY AND CLARIFICATION

WHEREAS, the City of South Pasadena desires to improve the administration of the City's historic preservation program as described in Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration);

WHEREAS, on February 20, 2025, at a regular meeting of the Cultural Heritage Commission ("Commission"), the Commission reviewed the proposed amendments set forth in this Ordinance;

WHEREAS, on March 19, 2025, the City Council, at a regular meeting, considered this Ordinance to amend Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration).

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

SECTION 1. Recitals. The City Council finds the foregoing recitals and their findings to be true and correct.

SECTION 2. Environmental Findings. The City Council finds the amendments set forth in this Ordinance support administrative improvements, extend permit validity periods and increase public notification regarding proposed projects, in addition to updating language to remove inconsistencies and there is no possibility that the activity in question may have a significant effect on the environment. Therefore, the amendments qualify for the common sense exemption from the California Environmental Quality Act (CEQA), as set forth CEQA Section 15061(b)(3).

SECTION 3. Section 2.59A (Definitions) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to add the following definition to the list of definitions set forth in paragraph (d) as follows:

"Director" ~~**is**~~ **means** the City of South Pasadena ~~**director of planning and building**~~ **Community Development Director**, or designee of the ~~**director**~~ **Director** referred to in this article as the "~~**director**~~ **Director**."

SECTION 4. Subparagraph (A) of subparagraph (2) (Identify Cultural Resources) of paragraph (b) (Enumerated Powers) of Section 2.62 (Powers and duties of the Commission) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"(A) Compile and maintain a current South Pasadena inventory of cultural resources that includes all sites, natural features, buildings and structures that are potentially eligible for landmark or historic district status or that may warrant special consideration in local planning. Copies of the inventory shall be transmitted to the city clerk and city manager, and to the departments of ~~**planning and building**~~, **Community Development, ~~parks and recreation~~ Community Services**, ~~**p**~~**P**ublic ~~**w**~~**Works** and other appropriate departments and governmental or civic agencies;"

SECTION 5. Subparagraph (B) of subparagraph (2) (Identify Cultural Resources) of paragraph (b) (Enumerated Powers) of Section 2.62 (Powers and duties of the Commission) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"(B) Compile and maintain for ~~**c**~~**City** ~~**c**~~**C**ouncil approval a current South Pasadena register of landmarks and historic districts. The register shall contain a description of the landmark or historic district on the register and its reason for inclusion therein. Copies of the register shall be transmitted to the city clerk and city manager, and to the departments of planning and building, parks and recreation, public works and other appropriate departments and governmental or civic agencies;"

SECTION 6. Subparagraph (4) of subparagraph (c) (Designation Procedure) of Section 2.63 (Register of landmarks and historic districts) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"(4) The commission shall notify the ~~**d**~~ **D**irector of the pendency of the consideration. No applications for design review shall be accepted by the ~~**planning and building department**~~ **Community Development Department** to construct, alter or demolish any property that is not on the South Pasadena inventory of historical resources within a proposed historic district, subsequent to the date of notice to the ~~**d**~~**D**irector by the commission, while proceedings are pending on such designation; provided, however, that after 180 days have elapsed from the date of the notice, if final action on such designation has not been completed, the applications for design review may be accepted by the ~~**planning and building department**~~ **Community Development Department**."

SECTION 7. Subparagraph (2) (Application) of paragraph (e) (Procedures for a Certificate of Appropriateness) of Section 2.65 (Certificate of appropriateness-Alteration and demolition) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"(2) Application. The owner or authorized representative proposing a discretionary project that may affect: a cultural resource, a noncontributing resource within the boundaries of **a** federal, state, ~~**and**~~ **or** local historic district, shall file an application for a certificate of appropriateness on forms provided by the ~~**city's planning and building department**~~ **Community Development Department** for such purpose. The application must be accompanied by any fee required by the city."

SECTION 8. Subparagraphs (A) (Applicability), (B) (Procedure) and (C) (Notice) of subparagraph (3) (Properties 45 Years or Older) of paragraph (e) (Procedures for a Certificate of Appropriateness) of Section 2.65 (Certificate of appropriateness-Alteration and demolition) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"(A) Applicability. Any proposed project submitted to the ~~**planning and building department**~~ **Community Development Department** that includes the demolition or removal of a building or structure that was constructed at least 45 years prior to the date of application for such project shall file a notice of intent to demolish in a form approved by the director. The determination as to whether a property is a cultural resource shall require a ~~**deposit**~~ **historical resource evaluation fee** by the applicant to cover city costs associated with hiring a historic consultant and/or an architectural historian; and/or a deposit to cover the costs associated with the preparation of an initial study, environmental impact report, mitigated negative declaration or negative declaration.

(B) Procedure. The ~~**d**~~**Director** ~~**or his/her designee**~~ shall review the project involving demolition and confirm that the following materials have been provided including: an intensive level historic resources evaluation (HRE) that follows the practices established by the California Office of Historic Preservation shall be prepared for the property; plans for the replacement development project consistent with the standards and requirements of the applicable zoning district; and photo verification that the property has been posted with a notice of intent to demolish. **The Director shall have the authority to determine whether an intensive level HRE will be required.** Upon receipt of the filing materials **for a major project**, the ~~**director**~~ **Director** ~~**or his/her designee**~~ will schedule the demolition application for the next available commission meeting.

(C) Notice. Public notification shall be provided ~~**to the applicant, to all owners of real property as shown on the county's latest equalized assessment roll, and to all legal occupants located within a 300-foot radius of the subject parcel upon which the intent to demolish is requested**~~ **in accordance with SPMC Section 36.630.020 (Public Hearings)**."

SECTION 9. Subparagraph (4) (Minor Project Review) of paragraph (e) (Procedures for a Certificate of Appropriateness) of Section 2.65 (Certificate of appropriateness-Alteration and demolition) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended in its entirety to read as follows:

"(4) Minor Project Review. A certificate of appropriateness may be obtained by going through a minor project review if it involves: demolition or relocation of non-character-defining features; ~~**noncontributing**~~ additions **to non-contributing** garages **and** accessory structures**;** ~~**or**~~ **replacement of** incompatible and previously replaced windows, doors or siding material; any undertaking that does not change exterior features such as re-roofing if the proposed roofing material is comparable in appearance, color and profile to the existing or original roofing material; replacement of windows and doors if the proposed replacements are of the same materials, form, color, and location as the existing or original windows and doors; an addition of ~~**less than 200**~~**500** square feet **or less** proposed for the side or rear elevations (not visible

from the public right-of-way) **to contributing structures** and **which** does not materially alter the features or have an adverse effect on the historic integrity of a cultural resource; minor changes to a previously approved certificate **as determined by the Director**; or any other undertaking determined by the ~~d~~**D**irector ~~**or his/her designee**~~ to not materially alter the features or have an adverse effect on the integrity of a cultural resource.

(A) Requirements. The required application materials for minor project review shall include, without limitation: a written narrative of the proposed project, a vicinity map, a site plan, exterior elevations drawn to scale, a window and door schedule, and photographs of the structure and the neighborhood. **The written narrative shall provide a complete overview of the project and contain relevant available historical information.**

(B) Review Process. After the certificate of appropriateness application for minor project review is deemed complete by the ~~d~~**D**irector ~~**or his/her designee**~~, the commission's chairperson (the "chair"), or his/her designee, shall evaluate the application to determine its eligibility for minor project review. If the proposed project meets the eligibility criteria for minor project review, the ~~**commission's chairperson**~~ **chair**, or his/her designee, may elect to do one of the following:

(i) Approve the Certificate of Appropriateness. If the proposed minor project is deemed consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the ~~c~~**City** of South Pasadena's adopted design guidelines, the ~~**commission's chairperson**~~ **chair** or his/her designee may approve the proposed project;

(ii) Consent Calendar. If the chair, or his/her designee, determines that the proposed minor project needs additional review by the commission, he or she may elect to place it on the commission's next meeting agenda. Such project shall be noticed pursuant to subsection (e)(7) of this section, Public Notice Requirements, as a consent calendar item on that agenda; or

(iii) Deny the Certificate of Appropriateness. If the proposed minor project is deemed to be inconsistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the city's adopted design guidelines, the chair or his/her designee may elect to refer the proposed project to the entire commission through the certificate of appropriateness (major project review) procedure pursuant to subsection (e)(5) of this section."

SECTION 10. Subparagraph (5) (Major Project Review) of paragraph (e) (Procedures for a Certificate of Appropriateness) of Section 2.65 (Certificate of appropriateness-Alteration and demolition) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"(5)Major Project Review. **A major project review shall be required for any activity that is not defined as a minor project per sub-section (4) above.** The certificate of appropriateness application must be accompanied by any fee as required by the ~~c~~**C**ity of South Pasadena and documentation as the commission shall require, including without limitation:"

SECTION 11. Subparagraph (A) (Written Narrative) of subparagraph (5) (Major Project Review) of paragraph (e) (Procedures for a Certificate of Appropriateness) of Section 2.65 (Certificate of appropriateness-Alteration and demolition) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"(A) Written Narrative. ~~**A written**~~ **The** narrative ~~**of the project indicating**~~ **shall indicate** the manner and ~~**the**~~ extent in which the proposed project is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the city of South Pasadena's adopted design guidelines. **The written narrative shall provide a complete overview of the project and contain relevant available historical information.**"

SECTION 12. The text that follows Section 2.65(e)(5)(J) without a numerical reference is hereby amended to read as follows:

"The application shall be filed with the ~~**d**~~**D**irector ~~**or his/her designee**~~ who shall transmit the same to the commission upon receipt of a complete application, as determined pursuant to the Permit Streamlining Act."

SECTION 13. Subparagraph (6) (Timing of Review) of paragraph (e) (Procedures for a Certificate of Appropriateness) of Section 2.65 (Certificate of appropriateness-Alteration and demolition) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"(6)Timing of Review. If the proposed project is exempt from the California Environmental Quality Act, the commission shall have 60 days from the date of receipt of a complete application from the ~~**director**~~ **Director**, ~~**or his/her designee,**~~ within which to grant or deny the certificate. A continuance may be granted pursuant to the Permit Streamlining Act. If any action under this article is subject to the provisions of CEQA, the time in which such action must be taken shall be extended in order to allow time to comply with CEQA; provided, however, that such action is taken within the time limits imposed by the Permit Streamlining Act. The cultural heritage commission will be advisory to the planning commission on requested variances for properties on the register of landmarks and historic districts and the South Pasadena inventory of cultural resources."

SECTION 14. Subparagraph (A) (Hearing Notice to Applicant and Owners) of subparagraph (7) (Public Notice Requirements) of paragraph (e) (Procedures for a Certificate of Appropriateness) of Section 2.65 (Certificate of appropriateness-Alteration and demolition) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"(A) Hearing Notice to Applicant and Owners. Public notification shall be provided to the applicant, to all owners of real property **within a 300' radius of the subject property** as shown on the County's latest equalized assessment roll, and to all legal occupants located within a 300-foot radius of the subject ~~**parcel**~~ **property** upon which a certificate is requested."

SECTION 15. A new Subparagraph (C) (Site Posting) is hereby added to subparagraph (7) (Public Notice Requirements) of paragraph (e) (Procedures for a Certificate of Appropriateness) of Section 2.65 (Certificate of appropriateness-Alteration and demolition) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code to read as follows:

"**(C) Site Posting. A notice of public hearing shall be posted at the subject property in accordance with SPMC Section 36.630.020.D.**"

SECTION 16. Subparagraph (11) (Expiration of Certificate of Appropriateness) of paragraph (e) (Procedures for a Certificate of Appropriateness) of Section 2.65 (Certificate of appropriateness-Alteration and demolition) of Article IVH (Cultural Heritage Commission) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended in its entirety to read as follows:

"(11) Expiration of Certificate of Appropriateness. A certificate of appropriateness shall lapse and become void ~~18~~**24** months ~~**(or shorter period if specified as a condition of approval)**~~ from the date of final approval, unless a**n application for a** building permit (if required) has been **submitted or** issued and the **applicant is diligently pursuing permit issuance or has commenced** work authorized by the certificate. ~~**has commenced prior to such expiration date and is diligently pursued to completion**~~.

(A) Upon application by the property owner before the expiration of a certificate of appropriateness, the ~~**commission**~~ **Director** may **grant two (2) one-year extensions to** extend the expiration date of the certificate for an additional period of up to ~~**12**~~ **24** months. The ~~**commission**~~ **Director** may approve**,** ~~**approve with conditions,**~~ or deny any request for extension.

(B) Hearing on extension. The Commission shall hold a hearing on any proposed extension beyond 48 months (inclusive of the original two-year approval and two (2) one-year extensions), in compliance with Division 36.630 (Public Hearings)."

SECTION 17. 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 18. 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 16th day of April, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

Janet Braun, Mayor

ATTEST:

Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

CITY OF SOUTH PASADENA

CITY CLERK'S DIVISION

CERTIFICATION OF ORDINANCE

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

I, Mark Perez, Deputy City Clerk of the City of South Pasadena, do hereby certify that Ordinance No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 16th day of April, 2025, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mark Perez
Deputy City Clerk

Proposed Amendments to the South Pasadena Municipal Code, Article IVH

March 19, 2025

Prepared By: Community Development Department

City of SOUTH PASADENA

Purpose of Amendments

- To update department references
- To clarify Major/Minor projects
  - Minor review threshold from 200 sq. ft. to 500 sq. ft.
- To fine-tune the application narrative requirements
- To authorize Director determination of whether an intense level HRE is required
- To align public hearing noticing with Planning Commission
  - Require on-site notice of hearing signs (new)
  - Mailed notices as required in Zoning Ordinance
- To extend C of A validity from 18 to 24 months, plus extensions

Public Hearing Noticing

- **Mailed Notice**
  - Deletion of most of section
  - Instead reference Zoning Ordinance requirements
    - Ensures consistent manner of public notice for both commissions
- **On-site posting**
  - Sign to include hearing date, time location and summary of request
  - Post 10 days prior to hearing; remove 10 days after hearing
  - Sign at frontage; corner property on both frontages
  - Single Family property: 11” x 17” sign
  - All others: 2’ x 2’

Presentation to CHC

Cultural Heritage Commission (CHC):

- February 20, 2025: Staff provided an overview of the proposed amendments to the CHC.
- The CHC had no substantive comments or changes.

Public Noticing

- **Notice of hearing published in the South Pasadena Review on March 7, 2025**

Recommendation

Introduce for first reading and consider an ordinance amending South Pasadena Municpal Code (SPMC) Chapter 2, Article IVH (Cultural Heritage Commission) to make administrative processing improvements for certificates of appropriateness, increase public noticing and remove language inconsistencies for clarification and updating.

City Council Agenda Report

ITEM NO. 15

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

Arpy Kasparian, Environmental Services & Sustainability Manager

SUBJECT: **CONSIDERATION AND DIRECTION OF TERMS OF AN AMENDMENT TO THE EXCLUSIVE SOLID WASTE HANDLING SERVICES AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES) FOR COMPLIANCE WITH SENATE BILL 1383**

Recommendation

It is recommended that the City Council direct staff to draft a contract amendment with Athens Services for compliance with Senate Bill 1383, which if approved by the City Council at a later date, will add a third waste stream/blue container for recyclables for all solid waste customers.

Executive Summary

To comply with the high diversion requirements of Senate Bill 1383, City staff is facilitating ongoing negotiations with Athens Services regarding the addition of collection services for a third waste stream (blue container). Staff is seeking direction to proceed with an amendment to the current Exclusive Solid Waste Handling Services Agreement with the following proposed terms: 1) increase the contract length from a seven-year rolling term to a twelve-year rolling term, 2) modify the annual rate adjustment formula from using the Consumer Price Index (CPI) to using Trash CPI + 1%, 3) freeze all rates for all customers for two years, and 4) no issuance of a Notice of Intent to Wind Down for the duration of the rate freeze.

Background

City staff worked with the City's franchise waste hauler, Athens Services, to update the Exclusive Solid Waste Handling Agreement (Agreement) to accommodate the additional services required by Senate Bill 1383 (SB 1383). The restated and amended Agreement was approved by City Council on October 2, 2024 and thereafter the Proposition 218 public hearing process was completed on December 18, 2024. The Agreement went into effect on January 1, 2025 and included a two-container collection service – black containers for non-organic solid waste mixed with recyclables and green containers for organic waste (Attachment 1).

To comply with the high diversion requirements of SB 1383 and as part of the new Agreement, Athens, and a City Athens Negotiations Working Group (Working Group) - comprised of City staff and two City Councilmembers - began meeting to negotiate a transition to a three-container system in which each customer will receive at least one green container for organic

waste, one blue container for recyclable materials, and one black container for all other solid waste.

Additional background information including the high-diversion facility requirement, new services included in the January 1, 2025 Agreement, and the City's compliance efforts with CalRecycle can be found in the October 2, 2024 City Council Staff Report (Attachment 2).

Analysis

The City working group met with Athens Services several times to negotiate the terms for adding a third waste stream/blue container for recyclables. Considering the recent rate increases taking effect January 1, 2025, the working group pursued an option to extend services without impacting rate payers. The proposed and recommended option is as follows:

- Extend the current seven-year rolling term to a twelve-year rolling term.
- Modify the annual rate adjustment formula from using the "Consumer Price Index, All Urban Consumers, Los Angeles/Long Beach/Anaheim area" (CPI) to using the "Consumer Price Index for Trash & Garbage Collection, US City Average" (Trash CPI) + 1%.
- Freeze all rates at the January 1, 2025 rate schedule for all customers for two years (i.e. no annual rate adjustments in 2025 and 2026).
- No issuance of a Notice of Intent to Wind Down for the duration of the rate freeze.

The extension of the contract term allows for Athens Service to add seven new vehicles to their fleet, which is what would be needed to service the additional waste stream (blue container). Both the current and proposed CPI indexes are published monthly by the US Bureau of Labor Statistics. The current CPI index used in the current Agreement accounts for residential homes and the cost of goods that residents are faced with (milk, bread, eggs, etc.). Athens has proposed that this index is unrelated to the trash industry, and as a result, the actual operating costs outpace the rate adjustments that are based on the described 'household' CPI. Athens has proposed that using an index that is related to the trash industry helps to cover the actual costs that the hauler is faced with. The additional 1% covers the operational costs of the third waste stream. By making these adjustments to the terms of the Agreement, Athens is able to offer a three-year rate freeze for all rates for all customers, allowing for an addition of a collection service and compliance with state regulations without any further rate increases.

Next Steps

1. Upon Council's direction, City staff will return to Council with an amendment to the Agreement;
2. Upon approval of an amendment, City will provide mailed notices of a Proposition 218 Public Hearing and conduct the public hearing for proposed rate adjustments;
3. Upon approval of the amendment, Athens will begin procurement of new residential barrels and conduct waste assessments for commercial and multi-family customers;
4. New residential barrel deployment will begin tentatively in Summer 2025; and
5. Staff will continue implementation and education regarding new collection services, among other state-mandated requirements.

Fiscal Impact
If approved by the City Council, residential and commercial refuse rates, which are paid by customers directly to Athens, will see no changes. No annual rate adjustments will be made for the years 2025 and 2026. On July 1, 2027, solid waste rates will be adjusted by the percent change in Trash CPI + 1%.

Commission Review and Recommendation
This item was not reviewed by a commission; however, the proposed terms were discussed at-length by the City Athens Negotiations Working Group consisting of City staff and two Councilmembers.

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

Attachment:
Attachment No. 1 - Exclusive Solid Waste Handling Agreement South Pasadena Athens Services
Attachment No. 2 - October 2, 2024 - Staff Report and Attachments

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EXCLUSIVE SOLID WASTE HANDLING AGREEMENT

Between the

City of South Pasadena

and

Arakelian Enterprises, Inc. (dba Athens Services)

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EXCLUSIVE SOLID WASTE HANDLING AGREEMENT

This **AGREEMENT FOR EXCLUSIVE SOLID WASTE HANDLING SERVICE** ("Agreement") is dated as of October 2, 2024, by and between the **City of South Pasadena ("City")**, a general law city and municipal corporation, and Arakelian Enterprises, Inc. (dba Athens Services), a California corporation **(“Contractor”)**, for the collection, transportation, recycling, processing, composting, and disposal of solid waste, recyclables, and organic materials.

RECITALS

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all solid waste within their jurisdictions.

B. Pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City of South Pasadena has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to a qualified solid waste enterprise for solid waste handling services within the City limits.

C. City previously entered a franchise agreement for Refuse and Recyclable Materials Collection, Transportation, and Disposal with Contractor dated November 6, 1996 (the "Prior Agreement"). The Prior Agreement has been previously amended two (2) times, on November 6, 2000 and November 15, 2017. It is the desire of the parties by entering this Exclusive Solid Waste Handling Agreement to restate existing obligations and add services, in order to bring City into compliance with Applicable Law, in a single document.

D. City and Contractor are mindful of the provisions of the laws governing the safe Collection, Transport, Recycling, and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Contractor desire to leave no doubts as to their respective roles, and to memorialize that by entering into this Agreement. City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Contractor, not City, who is "arranging for" the Collection, Transport for Disposal, Composting, and Recycling of municipal Solid Waste in the City which may contain hazardous substances. City and Contractor understand and agree that it is Contractor, and not City, who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its Collection methods, nor supervise the Collection process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor, and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement.

E. City and Contractor are mindful of recent laws adopted by the State of California, with which the City must comply, intended to divert recyclables and organic materials from being landfilled. AB 341 mandates that commercial waste generators arrange for recycling services. AB 1826 mandates that commercial waste generators recycle their organic waste. AB 1594 excludes organic material from being counted as Alternative Daily Cover (ADC). SB 1383 Regulations require jurisdictions to provide organic waste collection services.

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F. City and Contractor further desire to confirm that Contractor has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional Collection, Transportation and/or Disposal of Hazardous Substances that may occur in connection with Contractor's performance under this Agreement. Contractor has agreed, as part of this Agreement, to provide such services as are necessary or desirable to ensure City complies with the requirements of AB 939 and Public Resources Code Section 40000, *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties hereby agree as follows**:**

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1 Definitions

For the purpose of this Agreement, the definitions contained in this Article 1 apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The meaning of terms or words not defined in this Article will be as commonly understood in the solid waste collection services industry when the common understanding is uncertain. In the event of a conflict between a definition in this Agreement and a definition in Title 14 California Code of Regulations Section 18982, the definition in Section 18982 shall control.

1.1 AB 341

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statues of 2011 [Chesbro, AB 341]), as it may be amended from time to time. AB 341 requires businesses, defined to include Commercial or public entities that generate more than 4 cubic yards of Solid Waste per week or Multi-Family Premises, to arrange for Recycling services and requires jurisdictions to implement a Commercial Solid Waste Recycling program.

1.2 AB 827

"AB 827" means State of California Assembly Bill No. 827 approved October 2, 2019, as it may be amended from time to time. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or mandated to recycle organics under AB 1826 ("MOR") or SB 1383 and that provide customers access to the business, to provide customers with a recycling bin and/or organics collection bin for those waste streams that is visible, easily accessible, and adjacent to each bin or container for trash.

1.3 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989 (CIWMA), currently codified as California Public Resources Code Section 40000 et seq. as it may be amended from time to time.

1.4 AB 1826

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014) as it may be amended from time to time. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an organic waste recycling program to divert from the landfill organic waste from businesses. Each business meeting specific Organic Waste or Solid Waste generation thresholds phased in over time, is required to arrange for Organic Waste Recycling services.

1.5 Agreement

"Agreement" means this amended and restated agreement between the City of South Pasadena and Arakelian Enterprises, Inc, for Exclusive Solid Waste Handling Services including all exhibits and attachments, and any amendments.

1.6 Applicable Law

"Applicable Law" means all Federal, State, County of Los Angeles ("County"), and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Solid Waste.

1.7 Automated Collection Service

"Automated Collection Service" means Collection of Solid Waste, by automated Collection vehicles including side, rear, and/or front-loading vehicles, from Containers supplied by the Contractor and stored in, and

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returned to, a location determined by Contractor on that Customer's Premises but in no event in the City's public right-of-way.

1.8 Back-Haul

"Back-haul" means generating and transporting Recyclable Materials or Organic Waste by the Waste Generator to a destination owned and operated by Waste Generator using the generator's own employees and equipment.

1.9 Barrel

"Barrel" means a plastic Container with a separate lid, without wheels, and with a capacity of approximately 32 gallons, supplied by Contractor for the deposit and Collection of Solid Waste and manually serviced by a Collection vehicle.

1.10 Bin

"Bin" means a metal or plastic waste Container designed or intended to be mechanically serviced by a commercial front-end loader vehicle, supplied by Contractor. It shall be designed to hold from one (1) to six (6) cubic yards of material with the lid properly closed.

1.11 Biohazardous or Biomedical Waste

"Biohazardous or Biomedical Waste" means any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included is waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.

1.12 Black Container

"Black Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the storage and collection of Solid Waste, excluding Source Separated Green Container Organic Waste.

1.13 Bulky Items

"Bulky Items" means large and small household appliances, furniture, carpets, mattresses, White Goods, clothing, tires, and other similar Solid Waste and oversized yard waste such as tree trunks and large branches if no larger than two (2) feet in diameter and four (4) feet in length and similar large items discarded from Customer Premises. Bulky Items do not include Excluded Waste, car bodies, car parts, tires, Construction and Demolition Debris or (except for appliances/White Goods described above) items that cannot reasonably be moved with equipment of the type which, pursuant to industry standards, would normally be carried in a truck Collecting Bulky Items. In the event a question arises as to whether a specific item, or category of items meets the definition of Bulky Items, the Contractor shall be responsible for determining whether said definition shall apply.

1.14 Bus Stop Barrel Collection

"Bus Stop Barrel Collection" means emptying the bus stop Barrel(s) and Collecting Solid Waste therein, supplying the new Barrel liner, and replacing the Barrel liner.

1.15 Business Day

"Business Day" means any Monday through Friday, excluding any Holidays.

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1.16 C&D Processing Facility

"C&D Processing Facility" means any facility that is designed, operated, and legally permitted for the purpose of receiving and Processing C&D.

1.17 California Code of Regulations or CCR

"California Code of Regulations" or "CCR" means the State of California Code of Regulations, as amended from time to time. CCR references in this chapter are preceded with a number that refers to the relevant title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

1.18 CalRecycle

"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the department designated with responsibility for developing, implementing, and enforcing SB 1383 regulations on cities (and others).

1.19 Cart

"Cart" means a plastic container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than thirty-two (32) gallons and no greater than one hundred and one (101) gallons. Cart sizes vary depending on the manufacturer, and any reference to Cart sizes in this Agreement is an approximation.

1.20 CERCLA

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as may be amended and regulations promulgated thereunder.

1.21 City

"City" shall mean the City of South Pasadena including any Premises which may be annexed and thereby added to the City limits following the Effective Date.

1.22 City Facility

"City Facility(ies)" means any building or other site owned or leased by the City or otherwise used regularly and significantly by the City for municipal business and the space therein occupied by more than seventy-five percent (75%) by employees or contractors of the City.

1.23 Collect, Collection, or Collecting

"Collect," "Collection," or "Collecting" means to take physical possession of, Transport, and remove Solid Waste from Premises.

1.24 Commercial Business or Commercial

"Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Premises, or as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five units is not a commercial business for the purposes of this Agreement.

1.25 Commercial Edible Food Generators

"Commercial Edible Food Generators" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

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1.26 Community Composting

"Community Composting" means any activity that composts Green Waste, agricultural material, Food Scraps, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred and fifty (750) square feet as specified in 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

1.27 Compactor

"Compactor" means any Bin or Roll-Off Box that has a compaction mechanism, whether stationary or mobile.

1.28 Compost or Composting

"Compost" or "Composting" has the same meaning as in 14 CCR Section 17896.2(a)(4), as may be amended from time to time, and means the product resulting from the controlled biological decomposition of Organic Waste that are Source Separated from the municipal waste stream, or which are separated at a centralized facility.

1.29 Construction and Demolition Debris or C&D

"Construction and Demolition Debris," "C&D Debris," or "C&D" means any Solid Waste generated at a Premises that is directly related to construction or demolition activities. These activities include, but are not limited to, construction, demolition, remodeling, grading, land clearing, or renovation on any Residential Premises, Commercial, institutional, or industrial building, road, driveway, walkway, or other structure. C&D Debris includes but is not limited to concrete, asphalt paving, asphalt roofing, lumber, gypsum board, rock, soil, and metal.

1.30 Container

"Container" means any and all types of receptacles used for Solid Waste Handling Services, including Barrels, Bins, Carts, and Roll-Off Boxes.

1.31 Container Contamination or Contaminated Container

"Container Contamination" or "Contaminated Container" means a Container, regardless of color, that contains Prohibited Container Contaminants or contaminants otherwise defined in 14 CCR Section 18982(a)(55) or Excluded Waste.

1.32 Contamination Fee

"Contamination Fee" means an amount charged by Contractor to Customers to offset Contractor's additional costs or diminished revenue due to Prohibited Container Contaminants.

1.33 Consumer Price Index (CPI)

"Consumer Price Index (CPI)" means the Consumer Price Index for All Urban Consumers Series ID: CUURS49ASA0, Not Seasonally Adjusted, All Items, Los Angeles-Long Beach-Anaheim, CA as maintained and published by the United States Bureau of Labor Statistics, or its successor index, and is used to calculate the Maximum Service Rates as it pertains to this Agreement.

1.34 Contractor

"Contractor" shall mean Arakelian Enterprises, Inc. or any party permitted pursuant to the terms hereof to become the successor or assignee thereof.

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1.35 Customer

"Customer" means any Person receiving and billed for services provided by Contractor under this Agreement, within the City.

1.36 Disposal or Dispose

“Disposal” or “Dispose” means the ultimate disposition of Solid Waste Collected by the Contractor at a permitted landfill or other permitted Solid Waste Disposal Facility, as defined in California Public Resources Code 40192.

1.37 Disposal Facility(ies) or Site(s)

“Disposal Facility(ies)” or “Disposal Site(s)” means the facility or facilities utilized for the ultimate Disposal of Solid Waste Collected by the Contractor.

1.38 Diversion or Diverted

“Diversion” or “Diverted” means any combination of waste prevention (source reduction), Recycling, reuse and Composting activities that reduces Solid Waste Disposed at landfills.

1.39 Dwelling Unit

“Dwelling Unit” means a building or a portion thereof, designated for residential occupation by one individual or a group of two or more individuals living together as a domestic unit.

1.40 Edible Food

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code (California Health and Safety Code §§ 113700 *et seq*.).

1.41 Effective Date

"Effective Date” has the meaning set forth in Section 4.3 of this Agreement.

1.42 Environmental Laws

“Environmental Laws” means the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

1.43 Excluded Waste

“Excluded Waste” means Hazardous Substances, Hazardous Waste, Medical Waste, Biohazardous or Biomedical Waste, Universal Waste, infectious waste, designated waste, volatile, corrosive, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land

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use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

1.44 Food Recovery

"Food Recovery" means actions to Collect and distribute food for human consumption which otherwise would be Disposed.

1.45 Food Recovery Organization

"Food Recovery Organization" means an entity that primarily engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, or as otherwise defined in 14 CCR Section 18982 (a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

1.46 Food Recovery Service

"Food Recovery Service" means a Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26).

1.47 Food Scraps

"Food Scraps" means discarded food that will decompose and/or putrefy and is segregated for Collection and Recycling that is accepted for Disposal and Processing by the applicable Processing facility utilized by Contractor under this Agreement. Food Scraps may include, but is not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

1.48 Food-Soiled Paper

"Food-Soiled Paper" means compostable paper material that has come in contact with food or liquid, such as compostable paper plates, paper coffee cups, napkins, and pizza boxes. Food-Soiled Paper does not include Non-Compostable Paper.

1.49 Food Waste

"Food Waste" means Source Separated Food Scraps, Food-Soiled Paper, and 100 percent fiber-based compostable dinnerware. Food Waste is a subset of Source Separated Green Container Organic Waste as specified in Exhibit 4.

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1.50 Franchise

"Franchise" means the exclusive right and privilege to provide Solid Waste Handling Services within the City granted by City to Contractor pursuant to the City's authority under Article 11, Section 7 of the State of California Constitution, and Section 40059 of the Public Resources Code.

1.51 Franchise Area

"Franchise Area" means all Premises within the City Limits, including Premises which may be annexed and thereby added to the City limits following the Effective Date.

1.52 Franchise Fee

"Franchise Fee" means the franchise fee set forth and more fully defined in Section 9.1 hereof.

1.53 Green Container

"Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for storage and Collection of Source Separated Green Container Organic Waste.

1.54 Green Waste

"Green Waste" means Solid Waste consisting of any vegetative waste generated from the maintenance or alteration of Residential, Commercial Premises including, but not limited to, grass clippings, leaves, tree trimmings, prunings, brush, weeds, flowers, herbs, and holiday trees and excluding cacti, succulents, yucca, and palm fronds; provided, it shall not include those materials which are not appropriate for Compost (such as tree trunks, more than four inches (4") in diameter or four feet (4') in length, or palm fronds).

1.55 Gross Receipts

"Gross Receipts" includes all monies, fees, charges, consideration, and revenue received by Contractor for the provision of Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this Agreement. Gross Receipts includes the amounts collected from monthly Customer charges for the Collection of Solid Waste, any Franchise Fees or other fees imposed and collected pursuant to this Agreement, and amounts collected in connection with Temporary Services. Notwithstanding any provision to the contrary in this Agreement, Gross Receipts shall not include revenues received by Contractor from the sale of Recyclable Materials or other materials Diverted from Disposal, Compost or Organics-derived products or energy, grants, cash awards or rebates. Amounts collected as Contractor's "Recycling Revenue Sharing" and paid to City as specified in Section 9.2 shall be deducted from Gross Receipts.

1.56 Hauler

"Hauler" means the entity to whom the City Council shall have awarded a contract, or shall have been otherwise authorized to receive, Collect, carry, haul, Transport, and Dispose of any and all Solid Waste within the City.

1.57 Hauler Route

"Hauler Route" means the designated itinerary or sequence of stops for each segment of the Contractor's routes in the City.

1.58 Hazardous Substance

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

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42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable Federal, State or local environmental laws currently existing or hereafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

1.59 Hazardous Waste

"Hazardous Waste" means all Hazardous Substances and substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

1.60 High Diversion Organic Waste Processing Facility

"High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022, and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for organic waste received from the mixed waste organic collection stream as defined in 14 CCR Section 17402(a)(11.5); or as otherwise defined in 14 CCR Section 18982(a)(33).

1.61 Holiday

"Holiday" means New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

1.62 Household Hazardous Waste

"Household Hazardous Waste" ("HHW") means waste resulting from products purchased by the general public for household use which, because of its quantity, concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, Disposed or otherwise managed, or, in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit any of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per 22 CCR Section 66261.3.

1.63 Invalidation Action

"Invalidation Action" means any event or action the result of which City is unable (i) by operation of Applicable Law, (ii) a valid majority protest pursuant to Proposition 218, or (iii) final and conclusive legal challenge, to approve or implement the establishment or adjustment of any Maximum Service Rate(s) that would otherwise be due and payable to Contractor under this Agreement, in whole or in part, but for such event or action.

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1.64 Large Event

"Large Event" as defined in 14 CCR Section 18982(a)(38) means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

1.65 Large Venue

"Large Venue" as defined in 14 CCR Section 18982(a)(39) means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a large venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

1.66 Local Education Agency

"Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste.

1.67 Manual Barrel Collection Service

"Manual Barrel Collection Service" means manual Collection of Solid Waste from Barrels supplied by the Contractor that includes the movement by Contractor's employees of Barrels from the Customer's backyard, side yard, driveway, garage, or other location approved by Contractor, and returned to, such location on that Customer's Premises, but in no event in the City's public right-of-way.

1.68 Materials Recovery Facility

"Materials Recovery Facility" or "MRF" means a facility where Solid Waste (not including Source Separated Green Container Organic Waste) or Recyclables are sorted or separated for the purposes of Recycling, Processing or Composting.

1.69 Maximum Service Rate(s)

"Maximum Service Rate(s)" means the maximum amount that Contractor may charge for the services listed in Exhibit 1 of this Agreement, as such exhibit and amounts may be amended or adjusted in accordance with the provisions of this Agreement.

1.70 Medical Waste

"Medical Waste" means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by any State or Federal law or regulation, all as currently enacted or subsequently amended.

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1.71 Mulch

"Mulch" means a layer of material applied on top of soil, and, for the purposes of this Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

(1) Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5) (A)(1) through (3).

(2) Was produced at one or more of the following types of facilities: a. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); b. Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or, c. a Solid Waste landfill as defined in Pub. Res. Code Section 40195.1.

1.72 Multi-Family or Multi-Family Premises

"Multi-Family" or "Multi-Family Premises" means a Premise with five (5) or more Dwelling Units.

1.73 Municipal Code

"Municipal Code" means the South Pasadena Municipal Code.

1.74 Non-Collection Notice

"Non-Collection Notice" means a form developed by Contractor and approved by the City to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by Contractor pursuant to this Agreement.

1.75 Non-Compostable Paper

"Non-Compostable Paper" includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the Composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

1.76 Non-Organic Waste

"Non-Organic Waste" means Solid Waste excluding matter defined as Organic Waste.

1.77 Organic Waste or Organics

"Organic Waste" or "Organics" means Solid Waste containing material originating from living organisms and their metabolic waste products, including, but not limited to, Food Waste, Green Waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46), excluding animal carcasses not eaten on the Premises such as small rodents (e.g., mice and rats).

1.78 Overflow

"Overflow" means excess Solid Waste (i) placed inside a Container that prevents the lid on the Container from being completely closed (i.e., lid remains open greater than forty-five (45) degrees) or excess materials placed on top of or around a Container and (ii) could potentially result in excess materials spilling/dislodging during collection activity by Contractor's vehicles.

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1.79 Overweight

"Overweight" means Solid Waste placed in a Container used for Collection services in excess of the manufacturer's recommended weight capacity for that Container.

1.80 Owner

"Owner" means the Person holding the legal title to the real property constituting the Premises to which Solid Waste Handling Services is to be provided under this Agreement or the Person holding legal title to the Disposal site, depending upon the context used in this Agreement.

1.81 Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State, the County, towns, cities, and special purpose districts.

1.82 Premises

"Premises" means any land, building, and/or structure within the City limits where Solid Waste is generated or accumulated.

1.83 Process, Processed, or Processing

"Process," "Processed," or "Processing" means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment.

1.84 Prohibited Container Contaminants

"Prohibited Container Contaminants" means any of the following: (i) discarded materials placed in any Container intended for Recyclable Materials that are not identified as acceptable Recyclable Materials for such Container; (ii) discarded materials placed in any Container intended for Organic Waste that are not identified as acceptable for Organic Waste for such Container; (iii) to the extent not encompassed in the foregoing, discarded materials placed in any Container not identified by Contractor or City as acceptable for such Containers; and (iv) Excluded Waste. Contamination shall be determined by Contractor's visual or digital inspection.

1.85 Public Works Director

"Public Works Director" means the Director of Public Works for the City of South Pasadena or his/her designee.

1.86 Recyclables or Recyclable Materials

"Recyclables" or "Recyclable Materials" means Solid Waste consisting of any material which retains useful properties and can be reclaimed after the production or consumption process.

1.87 Recycle or Recycling

"Recycle" or "Recycling" means the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused, or reconstituted products that meet the quality standards to be used in the marketplace. Recycling does not include Transformation as defined in Public Resources Code Section 40201.

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1.88 Recovered Organic Waste Products

"Recovered Organic Waste Products" means products made from California, landfill-diverted, recovered Organic Waste Processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

1.89 Renewable Natural Gas or RNG

"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been Diverted from a landfill and processed at an in-vessel digestion Facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, as defined in 14 CCR Section 18982(a)(62).

1.90 Residential or Residential Premises

"Residential" or "Residential Premises" means all Single-Family Premises.

1.91 Roll-Off Box

"Roll-Off Box" means Solid Waste Collection Containers of ten (10) cubic yards or larger, including Compactors.

1.92 Route Review

"Route Review" means a visual inspection of Containers along a Hauler Route as specified in Section 5.13.1 of the Agreement.

1.93 SB 1383

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

1.94 SB 1383 Regulations

"SB 1383 Regulations" means or refers to, for the purposes of this Agreement, the Short-Lived Climate Pollutants: Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR as amended from time to time.

1.95 Self-Haul, Self-Hauler, or Self-Hauling

"Self-Haul," "Self-Hauler," or "Self-Hauling" means a Person, who hauls Solid Waste, Recyclable Materials, or Organic Waste, that he or she has generated to an appropriate Processing facility. Self-Hauler also includes a Person who Back-Hauls.

1.96 Seniors

"Seniors" means a resident sixty-two years of age or older.

1.97 SFD-A or SFD-A Premises

"SFD-A" or "SFD-A Premises" means Single-Family Premises receiving Automated Collection Service as specified in Section 5.8.

1.98 Single-Family Premises

"Single-Family Premises" means Premises with fewer than five (5) Dwelling Units.

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1.99 Solid Waste

"Solid Waste" has the same meaning as defined in the California Public Resources Code Section 40191, which includes all discarded putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, C&D, industrial waste, Bulky Items, and any other discarded solid, semisolid, and liquid waste permitted to be Disposed of at a Class III landfill and which are included within the definition of "Nonhazardous Solid Waste" set forth in the California Code of Regulations, as it may be amended from time to time. Solid Waste includes Recyclable Materials and Organic Waste, unless specified otherwise in the Agreement, but does not include Excluded Waste.

1.100 Solid Waste Handling Services

"Solid Waste Handling Services" means the Collection, Transfer, Transportation, Recycling, Processing, and Disposal of Solid Waste.

1.101 Source Separated

"Source Separated" means materials that have been separated or kept separate from the waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Agreement, Source Separated shall include separation of materials by the generator, property Owner, property Owner's employee, property manager, or property manager's employee into different Containers for the purposes of Collection and/or Processing. Organic Waste and Non-Organic Waste are separated for the purposes of Collection and/or Processing.

1.102 Source Separated Green Container Organic Waste

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste and meets the requirements established by the Contractor as set forth in Exhibit 4, as may be amended from time to time upon mutual agreement of City and Contractor.

1.103 State

"State" means the State of California.

1.104 Street Sweeping Service

"Street Sweeping Service" means the services specified in Section 6.4 of this Agreement.

1.105 Term

"Term" has the meaning ascribed in Section 4 of this Agreement.

1.106 Temporary Service

"Temporary Service" means Solid Waste Handling Services provided by Contractor on an as needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup, or other projects, and by use of temporarily placed Bins or Roll-Off Boxes.

1.107 Tier One Commercial Edible Food Generators

"Tier One Commercial Edible Food Generator" as defined in 14 CCR Section 18982(a)(73) means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982(a)(73):

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A. Supermarket.

B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

C. Food Service Provider.

D. Food Distributor.

E. Wholesale Food Vendor.

1.108 Tier Two Commercial Edible Food Generators

"Tier Two Commercial Edible Food Generator" as defined in 14 CCR Section 18982(a)(74) means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982(a)(74):

A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

B. Hotel with an on-site food facility and 200 or more rooms.

C. Health facility with an on-site food facility and 100 or more beds.

D. Large Venue.

E. Large Event.

F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

G. A Local Education Agency with an on-site food facility.

1.109 Tipping Fees

"Tipping Fees" means the all-inclusive costs or charges imposed by a properly permitted Disposal Site, MRF, or Organic Waste Processing facility for Disposal or Processing of Solid Waste.

1.110 Transfer

"Transfer" means the act of transferring Solid Waste Collected by Contractor from Contractor's Collection vehicles into larger vehicles at a transfer facility for Transport to other facilities for Processing or Disposing of such materials.

1.111 Transportation or Transport

"Transportation" or "Transport" means the act of delivering Solid Waste from one location to another.

1.112 Transformation

"Transformation" means incineration, pyrolysis, distillation, or biological conversion other than Composting. Transformation does not include biomass conversion.

1.113 Universal Waste

"Universal Waste" means those Hazardous Wastes identified as universal wastes in 22 CCR Section 66261.9, including but not limited to: fluorescent bulbs and tubes; household batteries (e.g. D. AA, button-type, etc.); non-empty aerosol cans; electronic devices (e.g. televisions, computer monitors, cell phones, radios, video cassette recorders, etc.); and mercury containing devices (e.g. thermometers, thermostats, gauges, etc.), and generated by a Single-Family or Multi-Family residence. Universal Waste does not include any waste generated in the course of operating a business at a residence or business generated waste.

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1.114 Waste Generator

"Waste Generator" means the Owner or occupant of Premises whose act initially produces Solid Waste that is subject to regulation under Federal, State, or local regulations.

1.115 White Goods

"White Goods" means discarded enameled household appliances, such as refrigerators, freezers, stoves, washer/dryers, water heaters, dishwashers, trash compactors and similar items.

1.116 Workday

"Workday" means any day, Monday through Saturday, which is not a Holiday as set forth in Section 1.61 of this Agreement.

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2 Representation and Warranties of Contractor and City

2.1 Mutual Cooperation

City and Contractor will reasonably cooperate in good faith with all efforts by each other to meet City's Diversion and other compliance requirements imposed by Applicable Law. In this regard, City's obligations include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to Contractor's Recycling, Organic Waste, or Solid Waste programs as may be reasonably requested by Contractor in order to achieve minimum annual CalRecycle Diversion as required of the City under Public Resources Code Section 41780.

2.2 Diversion

Contractor shall implement the Diversion programs set forth in this Agreement such that City will achieve minimum annual CalRecycle Diversion as required of City under Public Resources Code Section 41780. In this regard, Contractor agrees that it shall provide, undertake and perform the following at its sole cost and expense, in addition to any other Agreement requirement:

a. Assist City in responding to inquiries from CalRecycle or any other regulatory agency relating to this Agreement;

b. Assist City in preparing for, and participating in, CalRecycle's biannual review of City's Source Reduction and Recycling Element (SRRE) pursuant to Public Resources Code Section 41825;

c. Assist City in applying for any extension, including under Public Resources Code Section 41820, if so, directed by City;

d. Assist City in any hearing conducted by CalRecycle, or any other regulatory agency, relating to City's compliance with Applicable Law relating to this Agreement;

e. Assist City with the development of and implementation of a public awareness and education program that is consistent with City's SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Law;

f. Provide City with Recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Law;

g. Be responsible for and pay, any fees, penalties or other costs imposed against City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of the Diversion requirements, set forth in Public Resources Code Section 41780 to the extent arising from or in any way related to Contractor's performance of its obligations under this Agreement.

2.3 Exception

Notwithstanding other provisions of this Agreement, Contractor's obligations in this Article 2 will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its officers or employees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers, or (iv) as limited by Public Resources Code Section 40059.1.

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3 Conditions Governing Services Provided by Contractor

3.1 Grant of Exclusive Agreement

City hereby grants to Contractor, and Contractor accepts, on the terms and conditions set forth herein, an exclusive Franchise within the corporate limits of the City. The Franchise granted to Contractor shall be the exclusive right and privilege to Collect, Transfer, Transport, handle, Process, Recycle, and Dispose of in a lawful manner, all Solid Waste, Recyclable Materials, Organic Waste (including Green Waste and Food Waste), and C&D Debris accumulating in the City in accordance with the City's Municipal Code, for the Term of and within the scope set forth in this Agreement; provided, however, that if it has not done so, City shall, within five (5) days after the Effective Date, issue notice concerning C&D exclusivity hereunder in compliance with Public Resources Code Section 49520 and the exclusive right and privilege to Collect, Transfer, Transport, handle, Process, Recycle, and Dispose C&D Debris in the City shall commence on the earliest date permissible in compliance with Public Resources Code Section 49520.

3.1.1 Annexation

If during the term of the Agreement, additional territory within or adjacent to the City is acquired by City through annexation, subject to the requirements of Public Resources Code Section 49520, Contractor agrees to provide Solid Waste Handling Services in such annexed area in accordance with the provisions and Maximum Service Rates set forth in this Agreement.

3.2 Recyclable Materials and Organic Waste Discarded by Customer

Any Person may sell Recyclable Materials or Organic Waste or donate Recyclable Materials or Organic Waste to Persons other than Contractor, provided: (1) the Recyclable Materials or Organic Waste must be Source Separated from and not mixed with other Solid Waste; and (2) the seller/donor may not pay the buyer/donee any consideration for Collecting, Processing or Transporting such Recyclable Materials or Organic Waste. A discount or reduction in the price for Collection, Disposal and/or Recycling services for any form of un-segregated or segregated Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste and such Solid Waste does not qualify for this exception. However, once the Recyclable Materials or Organic Waste have been placed in the Collection Container and the Container set out for Collection, the Recyclable Materials or Organic Waste is subject to Contractor's Franchise.

3.3 Exclusions of Exclusivity

The following are excluded from the Franchise:

3.3.1 Specialized Recyclable Materials

If Contractor is unable or unwilling to Collect and Process for Diversion Excluded Waste and/or waste to which a third party is able to sell or donate as specified in Section 3.2.

3.3.2 Byproduct of Food and Beverage Processing

Under AB 3036 (2018), certain byproducts from the Processing of food or beverages from agricultural or industrial sources, provided they are Source Separated and used as animal feed, are exempted from this Agreement. Entities requesting exemption must apply to the City and be any of the following: registered pursuant to Section 110460 of the Health and Safety Code or be exempted from registration pursuant to Section 110480 of the Health and Safety Code, or be a beer manufacturer as defined in Section 23012 of the Business and Professions Code, or a distilled spirits manufacturer as defined in Section 23015 of the Business and Professions Code.

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3.3.3 Gardening or Landscape Services

Green Waste removed from a Premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service are exempted from the Franchise.

3.3.4 Community Composting

Any Person performing Community Composting.

3.3.5 Structural Work Under a Proper Building Permit

Any Person permitted to Collect, Transport and Dispose of building material residue resulting from structural work under a proper building permit issued by the City as provided in Municipal Code Section 16.5 or a successor section.

3.4 South Pasadena Municipal Code

The provisions of the Municipal Code relating to Collection, Transfer, Transportation, handling, Processing, Recycling and Disposal are hereby incorporated into and made a part of this Agreement, and whenever the provisions of the Municipal Code conflict with the terms of this Agreement, the terms of the Municipal Code shall supersede the provisions of this Agreement, provided, for the avoidance of doubt Contractor's obligations will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its officers or employees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers, or (iv) as limited by Public Resources Code Section 40059.1. In the event of a change in the Municipal Code, Section 15.2 (Change in Law) shall apply.

3.5 Prior Agreements

This Agreement amends and restates, and as a result, supersedes and replaces in its entirety all prior agreements or understandings between the City and the Contractor except that Section XIV.D (Insurance), Section XV (Indemnification) and Section XVII (Reports) of the Prior Agreement shall survive only to the extent it relates to services provided before the Effective Date. In the event this Agreement is deemed null, void and of no force or effect by a court of competent jurisdiction, the agreements and understandings in force or effect prior to the Effective Date herein, shall apply.

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4 Term

4.1 Term

This Agreement shall become effective on the Effective Date and continue and through and including the close of business on January 1, 2032 ("Expiration Date"); provided, however that beginning January 1, 2026, and each January 1 thereafter, automatic one-year extensions shall be applied to the Expiration Date (each an "Automatic Extension") so that the term of this Agreement shall thereafter remain at a constant seven (7) years (as may be extended, "Term").

4.2 Wind Down of Term

4.2.1 Notice of Intent to Wind Down

No earlier than January 1, 2026, either party may issue a written notice of intent to cancel the Automatic Extension ("Notice of Intent to Wind Down"). The Notice of Intent to Wind Down may be issued by either party without cause.

4.2.2 Meet and Confer Period

The terminating party hereunder ("Terminating Party") shall host a minimum of two (2) negotiation sessions with the non-terminating party ("Non-Terminating Party") within ninety (90) days of the date upon which the Notice of Intent to Wind Down is received by Non-Terminating Party ("Meet and Confer Period"). The purpose of the Meet and Confer Period is to provide negotiation sessions to discuss, in good faith, recission of the Notice of Intent to Wind Down in exchange for an amendment(s) to the Agreement. City and Contractor may, but are not obligated to, meet more frequently than required, provided that no such conferences shall act to extend or delay the Meet and Confer Period unless expressly agreed to in writing by the Parties.

4.2.3 Notice of Effective Wind-Down

No later than the end of the Meet and Confer Period, if the Terminating Party elects to cancel the Automatic Extension, the Terminating Party must deliver written notice to the Non-Terminating Party that it has concluded efforts to meet and confer in good faith and the Automatic Extension is canceled ("Notice of Effective Wind-Down"). Upon Notice of Effective Wind-Down, the Agreement will remain in full force and effect for a seven (7) year fixed term beginning on the date upon which the Notice of Intent to Wind Down was received by the Non-Terminating Party, unless sooner terminated pursuant to this Agreement.

4.2.4 Effectiveness

Notwithstanding any provision in this Agreement to the contrary, the cancellation of the Automatic Extension shall not become effective if (i) City and Contractor mutually agree to approve and execute an amendment to this Agreement as provided herein; (ii) the Terminating Party fails to hold the minimum number of good faith negotiation sessions during the Meet and Confer Period, provided that the Non-Terminating Party has not unreasonably postponed or delayed the scheduling of such sessions; or (iii) the Terminating Party fails to issue its Notice of Effective Wind-Down within the ninety-day period prescribed herein. Further, if the City issues notices to Contractor hereunder, the notices must be approved in advance by a majority vote of City Council.

4.3 Effective Date

This Agreement is hereby deemed effective on January 1, 2025 when the following have occurred: (i) approval of the Agreement by the City Council; (ii) the culmination of any proceedings relating to Proposition 218, resulting in the approval by City Council of the Maximum Service Rates specified in Exhibit 1; and (iii) the City Attorney indicates and delivers in writing its approval of this Agreement as to form.

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5 Collection Services Provided by Contractor

5.1 Standard of Services

The scope of services to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform all requirements of this Agreement. The scope of services to be performed by Contractor pursuant to this Agreement shall be accomplished in a manner so that Customers are provided Solid Waste Handling Services and other services described in this Agreement at all times in accordance with local industry practice in similarly situated jurisdictions.

5.2 Commingling of Materials

Contractor shall not commingle in a vehicle any Source Separated Green Container Organic Waste with other Solid Waste when Collected by Contractor unless otherwise approved by the Public Works Director, which shall not be unreasonably denied, conditioned, or delayed. Contractor shall not be deemed to have violated this Section where such materials were commingled prior to Collection by Customer or where the Container contains Prohibited Container Contaminants.

5.3 Collection of C&D

Contractor shall not be required to remove C&D Debris in the ordinary course of the Customer's regular Solid Waste Collection. Customers will be required to enter into separate Collection arrangements with Contractor for the Collection of such C&D Debris; provided, separate arrangements are not required for Customers that put out C&D Debris for Collection by Contractor if the work generating C&D Debris is minor in nature and is performed individually by Customer; provided, further, that such materials meet the volume and weight restrictions applicable to regular Collection of Solid Waste.

5.4 Collection Hours

Collection service must be provided, commencing no earlier than 7:00 a.m. and terminating no later than 5:00 p.m., Monday through Friday, and between the hours of 7:00 a.m. and 12:00 p.m., Saturday, except for Holidays in accordance with Section 10.2.2. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the City.

5.5 Collection Schedule and Routes

The schedule and routes for Solid Waste Collection shall be subject to approval of the Public Works Director, whose approval shall not be unreasonably denied, conditioned, or delayed. Contractor shall prepare and transmit to the Public Works Director a Solid Waste Collection, Bus Stop Barrel Collection, Street Sweeping Service, and City garage sweeping service schedule, together with a map of the Collection and Sweeping Service districts within the City.

5.6 Title to Solid Waste

Except as provided otherwise under Applicable Law, title to Solid Waste Collected by Contractor shall pass to Contractor at the time said materials are placed in Contractor's Collection vehicle and such title shall pass to parties that subsequently receive such materials upon deposit from Contractor.

5.7 Residential Collection Service System

5.7.1 Frequency and Scheduling of Service

Residential Collection service must be provided at minimum one (1) time per week for Source Separated Green Container Organic Waste Collection and one (1) time per week for other Solid Waste on a scheduled route basis. Residential Collection service must be scheduled so that all Customers receive Collection service

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for all Customer Barrels or Bins on the same Workday unless the Public Works Director permits otherwise upon the request of Contractor.

5.7.2 Determination of Type of Service

Except as specified in this Agreement, Contractor shall determine the appropriate service type (Automated Collection Service for SFD-A Premises and Manual Barrel Collection Service for all other Residential Premises) and Container size, type, frequency, and quantity for each Customer, subject to reasonable disapproval of City. Designation of a Residential Premises as a SFD-A Premises by Contractor shall be subject to the reasonable disapproval of City and City shall make the final determination as to any disputes between Customer and Contractor arising from the provision of Automated Collection Service for SFD-A Premises.

5.7.3 Residential Manual Barrel Collection Service

5.7.3.1 Default Service

Contractor shall provide Manual Barrel Collection Service to all Residential Premises, excluding SFD-A Premises, whose Solid Waste is properly containerized in Solid Waste Barrels. As a default, Customers must receive, at minimum, one thirty-two (32) gallon green Barrel for Source Separated Green Container Organic Waste and one thirty-two (32) gallon black Barrel for other Solid Waste, and up to five additional Solid Waste Barrels, any combination of black or green, for a maximum seven (7) Barrels total, for Manual Barrel Collection Services. Extra Barrels, in addition to the default service, shall be subject to additional charge in accordance with Exhibit 1.

5.7.3.2 Supply and Placement of Residential Manual Barrels

Barrels shall be supplied by the Contractor and stored in, and returned to, a location on that Customer's Premises mutually and reasonably agreed to between Contractor and that Customer, but in no event in the City's public right-of-way.

5.7.3.3 Uncontainerized Materials

Notwithstanding any provision in this Agreement to the contrary, (i) Customers using Manual Barrel Collection Service may place clean cardboard next to their black Barrels and (ii) Food-Soiled cardboard must be placed inside the green Barrel; provided in each case, cardboard is flattened and stacked neatly. All other Solid Waste must be placed inside Customer's Barrels. Contractor shall not be required to Collect any other Solid Waste that is not placed inside a Barrel or Collect any Barrel that is Overflowing or Overweight.

5.7.3.4 Rates for Residential Manual Barrel Collection Service

Contractor shall provide Residential Customers with Manual Barrel Collection Service at the Maximum Service Rates specified in Exhibit 1.

5.7.4 SFD-A Premises

SFD-A Premises shall receive Collection services, including Automated Collection Service, in accordance with Section 5.8.

5.8 Automated Collection Service System, for Commercial Premises, Including Multi-Family Premises, and SFD-A Premises

5.8.1 Provision of Service

Contractor shall provide Solid Waste Collection services to Customers at Commercial Premises, including Multi-Family Premises, and to SFD-A Premises with Containers supplied by the Contractor. Contractor shall perform waste assessments at all Commercial Premises, including Multi-Family Premises, and at all SFD-A

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Premises in the City to determine the appropriate number and size of Containers and Collection frequency for Solid Waste.

5.8.2 Default Service

Contractor shall determine the appropriate Container size, type, frequency, and quantity for each Customer; provided that, as a default, Customers will receive one 64-gallon Cart for Source Separated Green Container Organic Waste and one 1.5-cubic yard Bin for other Solid Waste. The appropriate Container size, type, frequency, and quantity for each Customer of Collection will be determined by Contractor, subject to reasonable disapproval of City, following a waste assessment. However, Container size, type, frequency, and quantity must be sufficient to comply with Applicable Law and such that no Solid Waste needs to be placed outside the Collection Container.

5.8.3 Location and Emptying of Containers

Contractor shall place Containers to ensure that the flow of traffic is not impeded. Contractor shall determine the Container location, provided that if City determines the Collection location is a nuisance or safety concern, City shall make the final determination as to where Containers shall be stored on Premises, and from where they will be Collected. Contractor shall replace empty Containers to their original location with gates or doors of enclosures secured after Collection is completed. A Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's front-loading Collection vehicles. A Cart shall be considered properly located for Collection if it is feasibly accessible by Contractor's side-loading Collection vehicles. Contractor shall not be required to Collect any Solid Waste that is not placed inside a Container or Collect any Container that is Overflowing or Overweight.

5.8.4 Automated Collection Service

Contractor shall use Automated Collection Service to Collect Source Separated Green Container Organic Waste and other Solid Waste from all Commercial Customers, including Multi-Family Customers, and from all SFD-A Customers. Contractor shall not Collect Source Separated Green Container Organic Waste from Commercial Customers, including Multi-Family Customers, that have been granted a waiver by the City. Contractor shall Collect all Source Separated Green Container Organic Waste and other Solid Waste that is properly placed in Bins or Carts from all Commercial Customers, including Multi-Family Customers, and all SFD-A Customers at minimum one (1) time per week, or more frequently if needed to handle the amount of Source Separated Green Container Organic Waste and/or other Solid Waste generated at the Premises, or to safeguard public health and safety. Contractor shall provide all Commercial Customers, including Multi-Family Customers, and SFD-A Customers with Automated Collection Service at the Maximum Service Rates specified in Exhibit 1.

5.9 Meet and Confer for Three-Container Collection Service

Notwithstanding any provision in this Agreement to the contrary, upon the request of any Party, the Contractor and City will meet and confer to discuss the transition of Collection services to a Citywide three-Container Source Separated Collection service in which each Customer will receive at least one (1) Container for Source Separated Green Container Organic Waste, one (1) Container for Source Separated Recyclable Materials, and one (1) Container for all other Source Separated Solid Waste, no later than September 1, 2025, or thereafter, as determined upon mutual agreement of City and Contractor ("Transition"). Upon the effective date of any amendment to this Agreement effectuating the Transition, Sections 2.3(iii), 3.4(iii), and 12.8(iii) shall hereby be deemed void and of no force and effect, provided the foregoing will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance arising from or relating to actions or inactions prior to such time.

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5.10 Temporary Bin and Roll-Off Box Collection Service

The Contractor shall offer temporary Bin Collection service and temporary Roll-Off Box Collection service to Residential and Commercial Premises, including Multi-Family Premises, for the Collection of Solid Waste or C&D Debris. The Contractor shall deliver and Collect temporary Bins and Roll-Off Boxes at the direction of the Customer. Temporary Bins and Roll-Off Boxes shall be free of graffiti and in good repair and must be clearly marked and identifiable as belonging to the Contactor. In placing temporary Bins and Roll-Off Boxes, the Contractor shall not impede the flow of traffic. The designated Collection location, if disputed by the Customer or the Contractor, shall be determined by the City. Additionally, if in the City's opinion the location of an existing Collection location is inappropriate for aesthetic or safety reasons, City may require the Customer and/or Contractor to relocate the Collection location. Temporary Bin and temporary Roll-Off Box Collection service may require the Customer to obtain a City encroachment permit.

Contractor shall deliver loads of concrete, dirt or any other recoverable material to facilities that recover such materials. Contractor may charge no more than the Maximum Service Rates set forth in Exhibit 1 plus the actual Processing/Disposal cost per ton (net of any rebate for Recyclables).

5.11 Bulky Item Pick-Up Service

Contractor shall provide Bulky Item pick-up service to all Customers on a regularly scheduled Collection day in accordance with the rates specified in Exhibit 1.

5.12 Transportation, Disposal and Processing Service

Contractor shall Transport all Solid Waste that is Collected in City to a lawfully permitted Transfer facility, Materials Recovery Facility, Processing facility, or Disposal Facility. Source Separated Green Container Organic Waste shall be Transported to and Processed at an Organic Waste Processing facility. All other properly deposited Solid Waste shall be Transported to a facility which shall divert materials into Recyclables that can be Processed for recovery, and/or a facility for Solid Waste for Disposal at a landfill. For the avoidance of doubt, Contractor shall not be required to Transport Black Container waste to a High Diversion Organic Waste Processing Facility. Notwithstanding any provision in this Agreement to the contrary, Contractor shall determine the facilities utilized under this Agreement subject to change by City as provided in Section 15.1 or in the event of public health or safety emergencies.

Contractor shall notify the City in writing each year on or before July 1st to identify all the facilities to which the Contractor will Transport Solid Waste. Contractor shall ensure that, at a minimum, all materials shall be weighed upon delivery to a Processing facility or Composting facility, as applicable, and all weight and related delivery information recorded. For those facilities it operates, Contractor will permit visitation by City upon reasonable advance notice during normal operating hours and shall ensure that all scales are regularly maintained, accurate, and in compliance with Applicable Laws. Contractor shall ensure Disposal of any and all residue remaining from the Processing of Recyclable Materials and any non-processable materials in accordance with Applicable Law.

5.13 Contamination Monitoring

Contractor shall meet the SB 1383 Regulations contamination monitoring requirements by complying with Sections 5.13.1 and 5.13.2 as specified below.

5.13.1 Route Reviews

Contractor shall, at its sole expense, on a quarterly basis, commencing with the quarter after the Effective Date occurs, conduct Contractor Route Reviews for Prohibited Container Contaminants, in a manner consistent with and as defined in 14 CCR Section 18984.5(b), in a manner deemed safe by Contractor.

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Containers may be randomly selected along Hauler Routes. Contractor shall develop a hauler review methodology in compliance with 14 CCR Section 18984.5(b) and submit it to City not more than annually upon the request of City.

5.13.2 Facility Waste Evaluations

Contractor shall, at its sole expense, at least twice per calendar year but no more than quarterly, commencing with the quarter after the Effective Date occurs, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c) with respect to waste delivered to a Contractor-owned or -controlled facility, or with respect to information otherwise accessible to Contractor that permits it to perform characterization studies in accordance with Applicable Law. City maintains the right to observe, or hire a third party to observe, the waste evaluations. Contractor shall develop a waste evaluation methodology in compliance with 14 CCR Section 18984.5(c), including corrective actions that shall be taken by Contractor in the event of Contamination of greater than twenty-five percent (25%), and submit it to City not more than annually upon the request of City. Waste evaluations shall occur in two (2) distinct seasons of the calendar year. Contractor shall maintain records required under 14 CCR Section 18984.6 related to its compliance hereunder. Reports shall be provided to the City upon request.

5.13.3 Contamination Protocols

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the protocols set forth in this Section.

1. **Record Keeping.** The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Black or Green Container); and may maintain photographic evidence.

2. **First and Second Events.** Upon the first and second discoveries of Prohibited Container Contaminants in a Customer's Container within a given calendar year starting January 1, with the first calendar year starting on January 1, 2025, Contractor will Collect the contaminated waste if safe to do so and treat the waste as Solid Waste for handling and billing purposes. Contractor shall provide the Customer a "Courtesy Pick-Up Notice." The Courtesy Pick-Up Notice shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Black Container and/or Green Container; (iv) inform the Customer of the courtesy pick-up of the contaminated waste on this occasion with information that with a third and fourth discovery of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container as described in Exhibit 1; (v) inform the Customer that with a fifth and any subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container, and Contractor may increase the size of the Customer's Container or require an additional Container(s); and, (vi) may include photographic evidence. Contractor shall leave the Courtesy Pick-Up Notice attached to or adhered to the Customer's contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. Contractor shall attempt to contact the Customer if it appears Customer does not have the appropriate level of service for proper Collection of Source Separated Green Container Organic Waste or other Solid Waste. Contractor shall report issuance of Courtesy Pick-Up Notices to the City in accordance with Section 8.2.7.

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3. **Third and Fourth Events.** Upon the third and fourth discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will Collect the contaminated waste if safe to do so and treat the waste as Solid Waste for handling and billing purposes. Contractor shall provide Customer a "Contamination Fee Notice." The Contamination Fee Notice shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials; (iv) indicate that the Customer will be charged a Contamination Fee as described in Exhibit 1 on their next bill; (v) inform the Customer that with a fifth and any subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container and Contractor may increase the size of the Customer's Container or require an additional Container(s); and, (vi) include, for any assessed Contamination Fee, digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants. Contractor shall leave the Contamination Fee Notice attached to or adhered to the Customer's contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. Contractor shall attempt to contact the Customer if it appears Customer does not have the appropriate level of service for proper Collection of Source Separated Green Container Organic Waste or other Solid Waste. Contractor shall report issuance of Contamination Fee Notices to City in accordance with Section 8.2.7.
4. **Five or More Events.** Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will Collect the contaminated waste in the contaminated Container(s) if safe to do so, treat the waste as Solid Waste for Handling and billing purposes, and charge a Contamination Fee for each event. Contractor shall provide Customer a "Contamination Fee Notice" as described above. Upon five (5) business days' notice to City and the Customer, Contractor may (i) increase the size of the customer's Container, require additional Containers to accommodate excessive Prohibited Container Contaminants, or increase collection frequency; (ii) impose a Contamination Fee equal to fees for a period of six (6) months or until the Customer has demonstrated Prohibited Container Contaminants are not in Containers for a period of three (3) consecutive months; and/or (iii) provide notice that Contractor has recommended that City commence any applicable code enforcement action against the Customer. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending Customers.
5. **Disputes.** If a Customer disputes, in writing, an assessment of a Contamination Fee within thirty (30) days of the assessment, Contractor will temporarily halt any such assessment and Contractor may request a ruling by the Public Works Director to resolve the dispute. A request by Contractor to the Public Works Director to render a decision on any such dispute must be filed within ten (10) business days of receipt of a Customer's written dispute, and Contractor must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the Public Works Director will adjudicate the dispute within ten (10) business days, and the Public Works Director's decision resolving the dispute between the Customer and Contractor will be final.

5.14 Education and Outreach

5.14.1 City-Specific Website

Contractor shall maintain a City-specific website that fully explains the Contractor's services, the Maximum Service Rates specified in Exhibit 1, the Diversion options available, and allows Customers to submit service changes, inquiries, or complaints. The website must describe and promote the use of the available Organic

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and Non-Organic services and include information pertaining to SB 1383 compliance including waiver information and location and contact information of City's Food Recovery Organizations. Contractor will ensure that information provided on the website is maintained and up to date. Content will include proper Container set out, educational materials, newsletters, and program descriptions.

5.14.2 Lists of Acceptable Materials (Website)

Contractor shall maintain an accurate list on its website of acceptable materials for deposit in Containers, by type, as appropriate to encourage source separation.

5.14.3 Education and Outreach Materials

Contractor shall provide education and outreach activities and create and disseminate educational materials to Customers as required by, and in conformance with, Applicable Law, including 14 CCR Section 18985.1. In accordance with the foregoing, Contractor will provide regularly scheduled notices, education materials, billing inserts, or other information disseminated to Customers as required by Applicable Law. Contractor shall maintain records of its education and outreach activities and provide this information upon request to City. All educational materials and informative literature shall be printed and made available in English, Spanish, and Mandarin. City has a shared responsibility to cooperate with Contractor with respect to the education and outreach activities and creation and dissemination of educational materials hereunder.

5.14.4 Available Services Notice and Information

At least annually, Contractor must publish and distribute (by mail or electronically) a notice to all Customers regarding the full range of services offered. The notice must contain at a minimum (i) Contractor's local customer service phone number and website (ii) procedures for properly filling and setting out Containers, (iii) instructions as to what materials may or may not be placed in Containers, (iv) the days when Solid Waste Collection services will be provided and Holidays when Collection Services will not be provided, (v) how to select Container sizes to maximize Diversion, (vi) the fees for overage and contamination in the event of non-compliance, (vii) Bulky Item Collection services, and (viii) the dates and locations of Free Dumpster Days and Free Compost Giveaway Days. The notice must be provided in English, Spanish, and Mandarin and must be distributed by Contractor no later than February 1st of each calendar year.

5.15 Edible Food Recovery Support

5.15.1 Identification of Commercial Edible Food Generators

No later than January 1, 2025, and annually every January 1 thereafter, Contractor shall assist City in identifying Customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generator and provide to City a list of such Customers, which shall include the following information: Customer name, service address, contact information, Tier One or Tier Two classification, and type of business.

5.15.2 Identification of Edible Food Recovery Organizations

To support City's efforts to promote Edible Food Recovery programs Contractor shall maintain, and update annually each January 1, a list of Food Recovery Organizations and Food Recovery Services and information about Edible Food Recovery on Contractor's website, which is specific to City and shall provide a link to information about City's Edible Food Recovery programs on Contractor's website.

5.15.3 Maintain and Promote Listings

Contractor shall cooperate with and assist City with the distribution of information to Commercial Edible Food Generators and Food Recovery Organizations regarding City's Edible Food Recovery programs.

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5.16 Provision of Recovered Organic Waste Products

Contractor shall assist City in procuring sufficient quantities of Compost or Mulch, at composition levels to be determined by Contractor, to allow City to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR Section 18993.1, at no cost, with such per capita procurement amounts prorated during any partial calendar year starting January 1 under this Agreement. Contractor shall comply with the recordkeeping and verification requirements of 14 CCR Section 18993.2. Upon request of City, Contractor will meet and confer with City to discuss an amendment intended to establish a program that would be designed to assist the City in securing sufficient quantities of California-derived Renewable Natural Gas, if commercially available to Contractor, to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR Section 18993.1.

5.17 Emergency or Disaster Recovery Service

In the event of a tornado, major storm, earthquake, fire, natural disaster, or other natural disaster or similar emergency event, Contractor agrees to (ii) provide disaster recovery support to a reasonable degree, upon request by City and (ii) the City may grant the Contractor a variance from regular routes and schedules, which will not be withheld unreasonably. In the event Contractor receives a variance, Contractor must advise the City when it is anticipated that normal routes and schedules can be resumed. The City will make an effort through the local news media to inform the public when regular services may be resumed. For work performed hereunder, which may include the hauling of debris; special handling such as burrito wrapping (tarping a load with plastic to prevent debris from escaping); temporary storage of debris where feasible; additional Disposal; use of different facilities; and documentation of debris type, weight, and Diversion, Contractor will receive additional and reasonable compensation, above the normal compensation contained in this Agreement, to cover the costs of all documented expenses based on Contractor's actual costs plus a reasonable profit provided Contractor has first secured written authorization and approval from City.

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6 Other City Services

6.1 City Public Facilities Collection

Contractor shall Collect, Transport, Recycle, Process, and Dispose of all Solid Waste, including Source Separated Green Container Organic Waste, produced by City at City Facilities without charge to the City.

6.2 City Special Events Collection

Contractor shall Collect, Transport, Recycle, Process, and Dispose of all Solid Waste, including Source Separated Green Container Organic Waste, produced at City's annual Fourth of July celebration and up to ten (10) other, annual special events, as reasonably requested by City, such as concerts in the park, farmer's market (provided the market is operated by the City or a non-profit corporation) and similar community celebrations without charge to the City.

6.3 City Bus Stop Barrel Collection

Contractor shall Collect, Transport, and Dispose of Solid Waste deposited in Barrels at City bus stops at the locations and by the schedule set forth in Exhibit 2, without charge to the City or Customer. The times, days, and Barrel locations specified in Exhibit 2 may be modified from time-to-time upon request of Contractor, upon approval of the Public Works Director, whose agreement shall not be unreasonably denied. Contractor shall empty the bus stop Barrel(s), supply the new Barrel liner, and replace the Barrel liner. Contractor shall remove any Solid Waste outside of the Barrel(s) at the bus stop and pressure wash as needed.

Notwithstanding any provision in this Agreement to the contrary and starting on the Effective Date, Contractor shall provide Bus Stop Barrel Collection without charge to City or Customers, provided that upon any notice as specified in Section 4.2Contractor shall bill the City its then-existing rates for Bus Stop Barrel Collection set forth in Exhibit 1. Thereafter, Contractor shall invoice the City on the first business day of each month for Bus Stop Barrel Collection services rendered during the preceding month.

6.4 City Street Sweeping Service

Contractor shall provide Street Sweeping Service within City in accordance with Exhibit 3.

6.5 Compost Giveaway Events

Beginning January 1, 2025, at no additional cost to City or Customers, Contractor shall host two (2) "Compost Giveaway" events per calendar year, offering free Compost to Customers. Contractor shall host each event at a time and location mutually agreeable between the City and Contractor. During the event, Contractor shall distribute literature on SB 1383 compliance. All literature distributed at the event shall be printed and made available in English, Spanish, and Mandarin.

6.6 Dumpster Day Events

Beginning January 1, 2025, Contractor shall provide, at no charge to City or Customers, four (4) "Dumpster Day" events per calendar year (on days determined by the City) for the Collection of Bulky Items. Contractor shall also provide, at no charge, curbside pick-up of those Bulky Items during the week of the "Dumpster Day" events for Senior citizens' residences within the City, as coordinated by the City, provided that if curbside pick-ups for any Dumpster Day event exceed one hundred (100) pick-ups, then City and Contractor shall negotiate a reasonable charge for such excess pick-ups. In addition to the four (4) Dumpster Day events, the Contractor shall provide one (1) curbside Bulky Item pick-up per calendar year for Seniors at no charge to City or Customer. The Customer shall notify the Contractor at least twenty-four (24) hours in advance of scheduling the no charge curbside Bulky Item pick-up.

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6.7 Holiday Tree Collection

Contractor shall provide Holiday tree Collection for all Residential Premises, including SFD-A Premises, and Multi-Family Premises. Holiday trees must be placed at the curb or near a Customer's Container(s) for Collection during the three-week Collection period beginning January 2nd each calendar year during the term of this Agreement. Contractor must deliver the Collected Holiday trees to an appropriate facility for Disposal and/or Processing. This annual service will be provided at no additional charge to the Customer. Contractor is not required to divert Holiday Trees with tinsel, flocking, or ornaments.

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7 Customer Billings, Charges, and Rates

7.1 Billings for Collection Services

Contractor is responsible for the billing and collection of payments for all services provided under this Agreement. Contractor shall bill Residential Customers, excluding SFD-A Customers quarterly in advance for all services and Commercial Customers and SFD-A Customers monthly in advance for all services. The amount charged to Customers for all services shall not exceed the Maximum Service Rates established in Exhibit 1, as such rates may be adjusted under this Agreement.

7.2 Partial Month Service

If, during a month, a Customer is added or deleted, Contractor's billing will be pro-rated based on the weekly service rate (i.e., the service rate established in Exhibit 1 divided by four (4) times the number of actual weeks in the month that service was provided to the Customer).

7.3 Production of Invoices

Contractor shall prepare, mail, or electronically transmit, and collect bills (or shall issue written receipts for cash payments) for services provided by Contractor under this Agreement. Billing shall not be permitted more than fifteen (15) days prior to the initiation of Collection service period. Bills shall not be subject to late notification or charges until thirty (30) days following the closing day of the service period. Contractor shall include a customer service e-mail address and phone number on all billing notices. Contractor shall accept payment by check, credit card or ACH debit. Billings shall include sufficient space on the statement to accommodate up to twenty (20) typed characters as specified by the City. City shall have the right to revise the billing format, provided that reasonable notice is given. Where it has been determined that a Customer has overpaid for service for any reason, Contractor must provide the Customer a credit against future invoices or a refund (where the account is closing or as selected by the Customer, and where the refund amount exceeds the lesser of the regular invoicing amount or $200) within thirty (30) days of such determination.

7.4 Late Fees

Contractor may assess Customers a late payment fee of ten percent (10%) of the outstanding balance of any invoice after sixty (60) days, plus interest on the outstanding balance not to exceed an annual rate of twelve percent (12%). Such fees will be assessed if the outstanding balance is Five Dollars ($5.00) or greater.

7.5 Delinquent Service Accounts

The Contractor may discontinue service to a Customer who is delinquent in paying for services rendered no earlier than sixty (60) days after the last day of the billing period or that date on which the billing for the service period is delivered to the Customer, whichever is later. For this purpose, delivery of the billing shall include the date such billing is deposited by to Contractor into the U.S. Mail or delivered electronically. The Contractor shall notify the Customer and the Public Works Director or designee in writing of its intent to discontinue service not less than ten (10) business days before such discontinuation shall occur.

7.6 Annual City Approval of Maximum Service Rates

On or before May 1, 2025, and annually each May 1 during the term of this Agreement, the Contractor shall notify the Public Works Director of the CPI adjustments to the affected Maximum Service Rates. No later than each June 1, City shall notify Contractor of City's agreement or disagreement with Contractor's calculation of Maximum Service Rates. Any such agreement or disagreement shall occur at the administrative level.

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7.7 Adjustments to Maximum Service Rates using CPI

Beginning on July 1, 2025, and each July 1 thereafter during the Term, Contractor shall, subject to compliance with all provisions of Section 7.8 and each subpart therein, receive an annual adjustment to the Maximum Service Rates as set forth in Exhibit 1.

7.8 Rate Increase Formula

Each of the Maximum Service Rates provided by this Agreement consists of the Operations Component and Disposal Component.

7.8.1 Operations Component

The Operations Component includes Contractor's then-current operational rate to Collect all Solid Waste, including Recyclable Materials and Organic Waste, from all Customers described in Section 5 according to the terms set forth in this Agreement. Also included in the Operations Component is Contractor's then-current operational rate to Transport all Solid Waste to the appropriate facility(ies). The Operations Component is to be adjusted in proportion to the percentage change in CPI for the immediately previous twelve-month period (March through February).

7.8.2 Disposal Component

The Disposal Component shall be based on the per ton costs incurred by Contractor for Disposal and Processing of all Solid Waste, including gate rates or Tipping Fees (inclusive but not limited to all taxes and surcharges) to Dispose and/or Process Solid Waste at the appropriate facility(ies). The Disposal Component is to be adjusted in proportion to the increase or decrease in costs as determined by the percentage change in gate rates or Tipping Fees (inclusive but not limited to all taxes and surcharges) at the appropriate facility(ies). The Disposal Component adjustment shall not exceed the percentage change in CPI, as described above.

7.9 Special Rate Adjustment

In the event circumstances beyond the control of Contractor impose or generate extraordinary cost in the performance of the Agreement, including but not limited to unanticipated increases in Disposal and operational costs in excess of CPI, Contractor may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Contractor. For each request, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate of extraordinary costs. City shall review Contractor's request and, in City's sole judgment, make the final determination on the adjustment, provide, however, that approval of such request not be unreasonably withheld. Further, the Parties agree that if Contractor uses a Disposal Facility other than the San Bernardino County landfill system, subject to City approval, then increases or decreases in the Tipping Fee portion of the Disposal Component for such alternate Disposal Site may be adjusted in excess of the percentage change in CPI in accordance with this Section 7.9.

7.10 Proposition 218

7.10.1 Hearing Procedures

At the City's election, in the City's sole discretion and without admitting the applicability of Proposition 218 (California Constitution Article XIII D) to the rates specified in Exhibit 1, City may determine to comply with the hearing and other requirements of Proposition 218 and the Proposition 218 Omnibus Implementation Act ("Proposition 218") with respect to the City's adjustment of the rates required to be paid by Customers.

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7.10.2 Rate Invalidation Procedures

Within thirty (30) days of an Invalidation Action, City must provide written notice to Contractor identifying such action, with a written justification explaining why City is prohibited or disallowed from establishing, implementing, or adjusting Maximum Service Rate(s), in whole or in part ("Invalidation Notice"). Upon Contractor's receipt of an Invalidation Notice, Contractor will present an accounting of the amounts otherwise due and payable to Contractor but for the Invalidation Action. City and Contractor shall immediately meet and confer and agree to discuss (i) revisions to the schedule of Maximum Service Rates or City payment that may be acceptable to Contractor and/or (ii) adjustments to the services and programs in order to provide minimum State mandated services and programs within the then existing schedule of Maximum Service Rates ("Response Actions"). City and Contractor will negotiate in good faith and will not unreasonably withhold agreement to such Response Actions. If City and Contractor do not reach an agreement within sixty (60) days of the Contractor's receipt of the Invalidation Notice, or as extended by mutual agreement of the parties, Contractor may, notwithstanding Sections 4.1 and 4.2, terminate this Agreement at any time without cause or penalty, provided that termination shall not be effective until at least thirty (30) days' after Contractor issues a written notice of termination. During such period, Contractor will cooperate with City to transition services to City or its designee. Contractor's rights hereunder are in addition to any other rights of Contractor upon the invalidation of any Maximum Service Rate(s) that would otherwise be due and payable to Contractor.

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8 Recordkeeping and Reporting

8.1 Recordkeeping

8.1.1 Accounting Records

Contractor shall maintain financial statements and other relevant information consistent with generally accepted business practices pertaining to Collection services provided under this Agreement, prepared on an accrual basis. The City retains the right, upon reasonable notice, to inspect and audit Contractor's financial statements and records with respect to services provided pursuant to this Agreement to confirm compliance and the calculation of Maximum Service Rates pursuant to Section 7(Customer Billings, Charges, and Rates) and Section 9 (Fees Paid to City). The Parties acknowledge and agree that Contractor's financial information and records constitute proprietary information and trade secrets of Contractor. All financial information provided to City shall be held strictly confidential and not publicly disclosed, to the maximum extent permitted by law, and City shall use its best efforts to prevent any such disclosure. In the event that the audit concludes that Contractor is not in compliance and such non-compliance is material, which shall mean any underpayments greater than $50,000 or more as adjusted annually each July 1 by CPI, Contractor shall reimburse the City for the full cost of the audit plus any underpayments discovered during the audit.

8.1.2 Records Preservation

Contractor shall keep and preserve, during the Term of this Agreement, and for a period of not less than five (5) years following expiration or other termination hereof (or such longer time period if required by Applicable Law), full, complete, and accurate records, including all cash, billing and Disposal records, as indicated in the Agreement.

8.1.3 Materials Records

Contractor must maintain records of the quantities of (i) Residential, including, SFD-A, Multi-Family and Commercial Solid Waste Collected and Disposed under the terms of this Agreement, (ii) Recyclable Materials, by type, Collected, purchased, Processed, sold, donated or given for no compensation, and residue Disposed under the terms of this Agreement, (iii) Organic Waste by type, Collected, purchased, Processed, sold, donated or given for no compensation, and residue Disposed under the terms of this Agreement, and (iv) Construction and Demolition Debris Collected and Disposed under the terms of this Agreement.

8.1.4 Senate Bill 1383 Implementation Record

Notwithstanding any provision in this Agreement to the contrary, Contractor shall prepare and maintain the records identified in 14 CCR Section 18995.2(f), arising from the Organic Waste Collection services performed by Contractor and assist City in reporting such information.

8.1.5 Other Records

Contractor must maintain all other records reasonably related to provision of Solid Waste Handling Services and compliance with AB 939, AB 341, AB 1826, SB 1383, and all Applicable Laws, whether or not specified in this Agreement.

8.1.6 Access to Records

Contractor shall provide City with business hours access to and any necessary training for use of a Contractor-hosted recordkeeping system in order to validate Contractor performance in accordance with the Organic Waste program. City reserves the right to require Contractor to periodically submit all reports and information by electronic means in a format approved by the City. The City also reserves the right to

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require Contractor to transfer Customer data periodically electronically to a City-selected web-based software platform.

8.2 Quarterly Reporting

Quarterly reports must be submitted no later than 5 p.m. PT on the last day of the month following the end of quarter in which the receipts are collected and must be provided electronically using software acceptable to the City. If the last day of the month falls on a day that City is closed or a Holiday, then the report will be due on the next business day. Quarterly reports to City must include:

8.2.1 Franchised Tonnage and Service Data

Contractor must report the number of unique Residential, including SFD-A, Commercial and Multi-Family Dwelling accounts serviced, tonnage of Solid Waste Collected and Processed for Diversion broken down by Container type, and residual amounts from Recycling and Organic Waste Diversion operations that are landfilled. Quantities and accounts should be broken down by Single-Family Premise (excluding SFD-A Premises), SFD-A Premise, Multi-Family Premise, Commercial Premise, and City Service Collection services. Reports must have tonnage assigned appropriately to Residential and Commercial generators.

8.2.2 Franchise Fee Payment Reporting

The report must include an accounting of Contractor's Gross Receipts received during the preceding quarter and the calculated Franchise Fee.

8.2.3 Overweight Vehicle Reporting

The quarterly report must include a summary total of all instances of Overweight Collection vehicles. This summary must include the number of Overweight vehicle instances expressed as a percentage of the total number of Collection vehicle loads transported during the reported quarter.

8.2.4 Non-Collection

The quarterly report must include a summary of each service unit receiving a Non-Collection Notice in the previous quarter.

8.2.5 On-Hold

The quarterly report must include each service unit that was not billed in the previous quarter due to vacation hold, vacancy etc.

8.2.6 Collection Overage Charges

The quarterly report must include each service unit incurring a charge for a Solid Waste Overage in the previous quarter.

8.2.7 Contamination Reporting

To the extent required by Applicable Law, the quarterly report must include a summary of all instances of qualifying contamination under the procedures in Section 5.13. This summary must include the total number of accounts where contamination occurred (where Courtesy Pick-Up Notices were issued), the total number of Contamination Fee Notices issued by Contractor to Customers, a list of accounts where such notices occurred, and the total number of instances where Collection Container size or Collection frequency was increased specifically due to contamination. Within twenty (20) business days of request by City, Contractor will provide copies of the Contamination Fee Notices and the digital documentation of Prohibited Container Contaminants.

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8.2.8 Customer Service Log

The quarterly report must include the Customer service log collected from the previous quarter as required in Section 10.3.2 of this Agreement.

8.2.9 Data Transfer

If required by City, Contractor shall submit all reports by electronic means in a format compatible with the City's computers and software. At Contractor's expense, Contractor will provide City with business hours access to and any necessary training for use of a Contractor-hosted records systems in order to obtain and transfer Customer data.

8.3 Annual Reporting

An annual report must be submitted no later than 5 p.m. PT on March 1, 2025 and each March 1st thereafter for the previous calendar year. If March 1st falls on a day that City is closed, then the report will be due on the next business day. Annual reports must be provided electronically in software acceptable to the City. Annual reports shall summarize all information provided in the Quarterly Reports for the previous calendar year. In addition, the annual report shall include the following:

8.3.1 Organic Waste Data

Contractor shall provide an annual report of the information identified in 14 CCR Section 18994.2.

8.3.2 Financial Report

The number of Single-Family (including SFD-A), Commercial and Multi-Family service units provided with Collection Services by service type, Container size, frequency of service and current billing rate including any additional services, the Contractor's Gross Receipts for each type of service unit, and the amount received for the sale of Recyclable Materials.

8.3.3 Education and Outreach Report

Contractor shall document all education and outreach activities conducted throughout the calendar year including, but not limited to, City event participation, school visits, site visits and waste assessments completed, bill inserts distributed, and tours and other activities related to the provision of Collection Services.

8.3.4 Property Damage and Personal Injury

A description of all cases of property damage and personal injury that have occurred while providing services for City pursuant to this Agreement in the immediate past calendar year.

8.3.5 Traffic Citations

A copy or description of all traffic citations received while providing services for City pursuant to this Agreement in the immediate past calendar year.

8.3.6 Collection Container and Vehicle Inventory

An updated complete inventory of Collection Containers by type and size, and an updated complete inventory of Collection vehicles including for each vehicle: make, model, year, license number, identification number and ownership, route number, date purchased, vehicle type, and tare weight.

8.3.7 Customer Service Log

A copy of the Customer service log, including a summary of the type and number of complaints and their resolution. Copies of a written record of all calls related to missed pick-ups and responses to such calls.

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8.3.8 Summary Narrative

A summary narrative of problems encountered with Collection and Processing activities and actions taken. Indicate type and number of notices left at Customer locations. Indicate instances of property damage or injury, significant changes in operation, market factors, publicity conducted, needs for publicity, and similar information. Include description of Processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

8.4 CalRecycle Reports

Contractor will prepare and submit annual reports to CalRecycle (the "Electronic Annual Report" or EAR), that includes, but is not limited to, supplying required data for preparation of the reports and completing all required data input in CalRecycle's reporting system. In the event that CalRecycle requires City to report an "Implementation Schedule" to comply with Applicable Law, Contractor will provide assistance to City in preparing a report, including Contractor's policies and procedures related to compliance with Applicable Law and how Recycling or Organics are Collected, a description of the geographic area, routes, list of addresses served and a method for tracking contamination, copies of Route Reviews, copies of notices, violations, education and enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters, website, and social media. CalRecycle reports shall be provided to the City for review and approval no less than thirty (30) days prior to the report due date.

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9 Fees Paid to City

9.1 Franchise Fee

In consideration of the rights provided to Contractor herein and as set forth in Section 3.1 of this Agreement, for the entire Term of this Agreement, Contractor shall pay City, in accordance with Section 9.4, a Franchise Fee of ten percent (10%) of all Gross Receipts received by Contractor under this Agreement. The Franchise Fee may be adjusted by resolution of the City Council. In the event the City adjusts the Franchise Fee, the City shall adjust the Maximum Service Rates by a commensurate amount to reimburse Contractor for additional Franchise Fee costs.

9.2 Recycling Revenue Sharing

On a quarterly basis (within forty-five (45) days after each quarter), Contractor shall remit (or cause the operator of the MRF at which Contractor deposits Solid Waste Collected within the City) to City twenty-five percent (25%) of the net revenue generated from sales of Recyclable Materials Collected by Contractor within the City. For purposes of this Section, net revenue shall mean Gross Receipts generated from such sale minus any amount paid to the users of the Recyclable Materials as incentives to divert materials. Contractor shall, on an annual basis, provide to the City a report describing the quantity of Recyclable Materials, the dollar value of those sold and the net revenue paid to the City, and explain the reasons, therefor.

9.3 Solid Waste Handling Fee

Commencing on December 1, 2031, and on each seventh anniversary thereafter, provided neither party has given Notice of Intent to Wind-Down as provided in Section 4.2, Contractor shall remit to City an amount equal to $84,782.90, as adjusted herein, to be used toward facilitating City's Solid Waste Handling operations ("Solid Waste Handling Fee"). The Solid Waste Handling Fee shall be adjusted in proportion to the percentage change in the CPI for the seven (7) previous twelve-month periods (March through February). Upon any notice as provided in Section 4.2, this Section 9.3 shall be of no further force or effect and Contractor shall not be obligated to pay any further fees under this Section 9.3

9.4 Time and Method of Payment; Late Fees

Fees owed to City shall be computed and paid based on Gross Receipts received each calendar quarter. Contractor shall prepare and mail such remittance on a quarterly basis to the Finance Director, and such remittance must be delivered or postmarked no later than forty-five (45) days following the end of each quarter.

Contractor shall pay interest on all unpaid, undisputed fees at the rate of six percent (6%) per annum from the date the fees were due and payable to the date actually paid.

If a delay is due to extenuating circumstances, Contractor must request approval in writing from the Public Works Director at least five (5) business days prior to the date on which fees and reports are due. City shall contact Contractor within three (3) business days of receiving request for submission delay as to whether delay shall be permitted.

9.5 Disputes

In the event of any disputes between the Contractor and the City with respect to the fees described in this Section 9, the City shall provide the Contractor with written objection within 180 days of the receipt of the report described in Section 8.2.2, indicating the portion of the report that is disputed and providing all reasons then known to the City for its objection to or disagreement with such amount. All amounts paid may be subject to independent financial audit and recompilation by the City. If, after a financial audit, such

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recompilation indicates an underpayment or if an underpayment is determined by agreement, mediation, legal proceeding or otherwise, Contractor shall pay to City the amount of the underpayment, with interest thereof at the rate set forth in Section 9.1 from the date the underpayment amount was due to the City. If the objection was in good faith and the underpayment exceeds three percent (3%), Contractor shall reimburse City for all reasonable costs and expenses incurred in connection with the dispute within ten (10) Workdays of receipt of written notice from City that such is the case. If, the review indicates an overpayment, City shall notify Contractor in writing of the amount of the overpayment. Contractor may offset the amounts next due following receipt of such notice by the amount specified therein. Nothing contained in this subsection shall limit the authority of any authorized officer of the City or any other governmental agency to raise a further objection to any amount billed by the Contractor pursuant to an audit conducted pursuant to Applicable Law.

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10 Quality of Performance of Contractor

10.1 City-Contractor Meetings

The Parties shall meet and confer at least once per quarter, upon the request of any Party, to discuss any matters arising from or relating to the Agreement as determined by the requesting Party.

10.2 Collection Performance Standards

10.2.1 Hours of Collection

The collection of Solid Waste shall only occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and between the hours of 7:00 a.m. and 12:00 p.m., Saturday. Collection services will not take place on Sundays. Collection earlier than 7:00 a.m. may be authorized upon written approval of the Public Works Director; provided, that Contractor gives written notice to the affected Customers at least ten (10) days prior to the earlier Collection. To the extent reasonably possible, Collections on each route shall commence at the same point, at the same time and follow the same route each time Collections are made.

10.2.2 Holiday Service

The City observes New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is not required to provide Collection services or maintain office hours on these designated Holidays. In any week in which one of these Holidays falls on a Workday, Residential Collection Services for the Holiday and each Workday thereafter will be delayed one Workday for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday.

10.2.3 Accessibility

Contractor must Collect all Collection Containers that are readily accessible to Contractor's crew and vehicles and not blocked. However, Contractor may provide "push services" and "stinger/scout truck services" as necessary at the Maximum Service Rates set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection vehicle, moving the Collection Containers from their storage location for Collection and returning the Collection Containers back to their storage location. Stinger/scout truck services provide for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash collection trucks.

10.2.4 Manner of Collection

The Contractor must Collect Solid Waste with as little disturbance as possible and must leave any Container in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on private property and may not trespass nor cross property to the adjoining Premises unless the occupant or owner of both properties has given permission. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings.

10.3 Contractor's Customer Service

10.3.1 Customer Service Representative and Performance Standards

All service inquiries and complaints will be directed to Contractor. A representative of Contractor must be available to answer inquiries and receive complaints during normal business hours. All service complaints will be handled by Contractor in a prompt and efficient manner. In the case of a dispute between Contractor and a Customer, the matter will be reviewed, and a decision made by the Public Works Director.

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Contractor shall maintain a local telephone number and maintain telephone listings in the directories of the telephone companies servicing Customers in the name by which the firm is most commonly known.

Contractor shall not repeatedly allow Customer service calls to be put on hold for longer than two minutes.

Contractor shall not repeatedly allow Customer service calls to ring more than ten (10) times.

Contractor's Customer service representatives will treat all Customers in a friendly and courteous manner.

Contractor's Customer service representatives will be fully knowledgeable about this Agreement and the services provided hereunder.

10.3.2 Customer Service Log

Contractor shall maintain a written record of all service requests and complaints received, including the name, address, and telephone number of the Customer, a description of the service requests and/or complaints, the time the service request and/or complaint was received, the action taken in response to the service request/complaint, and the time the responsive action was taken. Contractor shall provide City with a copy of the written Customer Service Log as described in Section 8.3.7.

10.3.3 Complaints and Claims

In the event any Customer reports to the Public Works Director a complaint or claim has not been resolved to the Customer's reasonable satisfaction, the Public Works Director may require Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or action taken to resolve the complaint or claim. If, in the reasonable opinion of the Public Works Director, Contractor's remedies proposed and action taken are insufficient to resolve adequately the complaint or claim, then the Public Works Director may require Contractor to carry-out an alternative reasonable remedy process intended to resolve the complaint or claim. The remedies will be carried out at no cost whatsoever to City, unless otherwise specified by the Public Works Director. For those complaints related to repair or replacement of Collection Containers, the appropriate Sections of this Agreement will apply.

10.3.4 Missed Collections

For those complaints related to missed Collections, where Containers are properly and timely set out, that are received by 12:00 noon on a Workday, Contractor will return to the Service Unit address and Collect the missed materials before leaving the City for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Workday, Contractor will have until the end of the following Workday to resolve the complaint.

10.4 Collection Vehicle Requirements

10.4.1 General

Contractor shall provide vehicles that are sufficient in number and capacity to efficiently perform the work required by this Agreement.

10.4.2 Reserve Equipment

Contractor shall have available to it, at all times, reserve Collection equipment which can be put into service and operation so as to prevent an interruption of services Citywide. Such reserve equipment must correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

10.4.3 Appearance

Contractor shall paint each vehicle periodically (including performing all necessary body work), as frequently as necessary to keep clean and in good repair. Contractor shall mark the rear, and both sides of each vehicle

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with the Contractor's name, telephone number, and a vehicle number in letters contrasting sharply with the color of the truck and not less than six (6) inches in height. Contractor shall maintain each vehicle in a clean and sanitary condition both inside and out.

10.4.4 Maintenance

Contractor shall perform all scheduled maintenance functions upon Collection vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection vehicles maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

10.4.5 Emissions

Contractor's Collection vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, California Air Resources Board, and any other air-quality regulatory body that may be in authority during the Term of this Agreement.

10.4.6 Noise

Contractor’s vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy-five (75) decibels (dB) twenty-five (25) feet from the Collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing entity, for any Collection vehicle which City or Contractor has received more than two complaints from different Customers regarding excessive noise in a twelve-month period.

10.4.7 Safety

Each vehicle used for Collecting, Transporting, Transferring, handling, Processing, or Disposing of Solid Waste shall be equipped with an audible warning device that is activated when the vehicle is backing up.

10.4.8 Litter Abatement and Minimization of Spills

Each truck shall be constructed and used so that Solid Waste, oil, grease or other fluids or liquids will not blow, fall or leak out of the truck onto the street. All Solid Waste shall be Transported by means of vehicles equipped with water-tight bodies fitted with close fitting metal covers. If any Solid Waste is dropped or spilled in Collecting, Transferring or Transporting, it shall be immediately cleaned up. A broom and shovel shall be carried on each truck at all times for this purpose. Any equipment oil, grease or any other fluids or liquids spilled must be covered immediately with an absorptive material and removed from the street surface. Contractor must notify the City’s Public Works Director within two (2) hours of any spills resulting from Contractor’s operations or equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City’s Public Works Director to be compliant with the City’s stormwater permit. If required by Applicable Law, Contractor shall undertake any reporting and/or assist in the reporting related to any spill. If Contractor has not cleaned up such droppings or spill within a reasonable time then all expenses incurred by City in the collection and disposal of any such spilled or dropped Solid Waste, oil, grease or other fluids or liquids shall be paid to City, on demand, by Contractor.

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10.4.9 Inspection of Vehicles

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly.

Contractor shall regularly inspect each Collection vehicle to ensure it meets the requirements of the California Vehicle Code. Upon request of the Public Works Director, Contractor shall provide to the City copies of its Biannual Inspection of Terminal ("BIT") inspection reports (including all attachments) to City within thirty (30) days of its receipt of such reports. Upon request of the Public Works Director, Contractor shall furnish City a written inventory of all equipment, including Collection vehicles used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity. Contractor shall make its BASIC Score as derived by the Federal Motor Carrier Safety Administration available to City upon request by the Public Works Director. City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

The Chief of Police, Public Works Director or City Manager may authorize the removal of any vehicle from service if said vehicle is found to be in noncompliance with the California Vehicle Code. Vehicles shall not be returned to service until duly authorized by the Chief of Police or the Public Works Director.

10.4.10 Vehicle Certification

For each Collection vehicle used in the performance of services under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates and reports available for inspection upon request by the Public Works Director.

10.5 Containers

10.5.1 New Barrels for Residential Manual Barrel Collection Service

Contractor is required and shall provide new Barrels to all Customers receiving Residential Manual Barrel Collection Service. Contractor shall, in good faith, make efforts to diligently provide the new Barrels to Customers without undue delay beginning as of the Effective Date and shall coordinate with the City in that effort, including determining a reasonable and timely delivery schedule for all new Barrels subject to availability.

Subsequent to the delivery of the new Barrels, Contractor will provide one-time free pick-up of Barrels currently in use by Customers (“Used Barrels”). Contractor and City shall coordinate and agree as to when and how the pick-up will be accomplished and how noticing will be provided to Customers. If Customer authorizes the pick-up of the Used Barrels, Contractor shall Recycle or properly Dispose such Used Barrels. Contractor shall also Collect Solid Waste in any Used Barrels at the time of pick-up.

10.5.2 Container Collection; Tagging

Contractor shall only be required to Collect Containers that are delivered by Contractor and comply with SB 1383. Contractor will not Collect Containers that are not supplied by Contractor. Contractor shall “tag” any Containers set for Collection that are not supplied by Contractor and do not comply with SB 1383.

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10.5.3 Ownership of Collection Containers

Ownership of Collection Containers distributed by Contractor is vested in Contractor.

10.5.4 Container Labeling Requirements

Contractor shall, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each new Container that has been provided by Contractor to a Customer that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that Container. The imprint or label shall include Contractor company name and telephone number.

10.5.5 Container Color Requirements

Notwithstanding any provision in this Agreement to the contrary, all Containers provided by Contractor to Customers must comply with the color requirements specified in 14 CCR Section 18984.7 under the timelines and requirements of such section. Containers shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each Container type, as follows: (i) Black Container bodies and lids shall be black; and (ii) Green Container bodies and lids shall be green. Hardware such as hinges and wheels on the Containers may be a different color than specified herein.

10.5.6 Handling of Collection Containers

All Collection Containers shall be placed upright. Containers shall not be placed or thrown on streets, alleys, highways, or adjoining property. Contractor and Contractor's agents or employees shall not cause Collection Containers to be thrown from the truck to the pavement or parkway, or in any other way break or damage or roughly handle the same. Any claim for damage to Containers, resulting from misuse or rough handling of the Containers by Contractor, shall be presented to Contractor by Customer. Contractor shall make a decision concerning settlement within five (5) business days after receipt of such claim.

10.5.7 Repair of Collection Containers

Contractor is responsible for repair of Collection Containers. Within five (5) Workdays of notification by City or Customer of the need for such repairs, Contractor must repair the Collection Container or if necessary, remove the Collection Container for repairs and deliver a replacement Collection Container to the Customer. Collection Container repair also includes the removal of graffiti from the Collection Container.

10.5.8 Replacement of Collection Containers

Contractor's employees must avoid damage to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Customer. Contractor shall replace up to one (1) lost, destroyed, or stolen Barrel per calendar year at no charge to the Customer unless such loss or destruction is caused by Customer. Contractor will be compensated for the cost of all other replacements at the Maximum Service Rates set forth in Exhibit 1. Contractor must deliver a replacement Collection Container to Customer within five (5) Workdays.

10.5.9 Container Exchange

Upon notification to Contractor by City or Customer that a change in their Collection Containers is required, or if Contractor deems a change is necessary to provide services in accordance with Applicable Law subject to City disapproval, Contractor must deliver such Collection Containers to such Customer within five (5) Workdays. Contractor is allowed to charge the Customer for the cost of exchanges in accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may be adjusted by City

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under this Agreement. Additional Collection Containers or different size Collection Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

10.5.10 Newly Painted Bins and Roll-Off Containers

Contractor shall supply newly painted Bins and Roll-Off Containers in good condition which comply with Collection Container specifications in Section 10.5. If any changes to these specifications are adopted after the Effective Date that results in Contractor being required to replace Collection Containers before they have been fully depreciated, Contactor will be eligible for additional compensation in accordance with Section 15.1.

10.5.11 Bin and Roll-Off Signage, Painting, and Cleaning

All metal Bins and Roll-Offs of any service type furnished by Contractor must be either painted or galvanized. All metal or plastic Bins and Roll-Offs must display Contractor's name, Contractor's customer service telephone number, and the number of the Bin or Roll-Off and must be kept in a clean and sanitary condition. Bins and Roll-Offs should be free of dents and newly painted at the start of this Agreement and painted as needed to maintain an orderly appearance throughout the Term of the Agreement, but not less frequently than once every three (3) calendar years. Bins and Roll-Offs may be subject to periodic, unscheduled inspections by City and determination as to sanitary condition will be made by City.

10.5.12 Safety Markings

All Collection equipment used by Contractor must have appropriate safety markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

10.6 Personnel

10.6.1 General Requirements

Contractor must employ and assign qualified personnel to perform all services required under this Agreement.

In providing services for City, Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or sexual orientation. Contractor shall take affirmative action to ensure such non-discrimination. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor shall, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that qualified applications will receive consideration for employment without regard to race, creed, color, national origin, sex or sexual orientation.

City may request the transfer of any employee of Contractor who materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the performance of his or her duties under this Agreement.

Contractor's field operations personnel are required to wear a clean uniform shirt bearing Contractor's name. Contractor's employees, who normally come into direct contact with the public, including drivers, must bear some means of individual photographic identification such as a name tag or identification card.

Each driver of a Collection vehicle must at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

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Subject to written notice by City, Contractor may be required to submit to the Chief of Police, for fingerprinting, all employees involved in Collecting, Hauling or Disposal of Solid Waste, subject to any conditions imposed by Contractor's Labor Agreement.

Contractor's employees, officers, and agents may not identify themselves or in any way represent themselves as being employees or officials of City.

10.6.2 Route Supervisor

Contractor must assign a qualified supervisor to be in charge of the Collection service within the City and must provide the name of that individual in writing to the Public Works Director no later than January 1, 2025, and any other time the individual in that position changes. The supervisor must be available to the Public Works Director through the use of telecommunication equipment at all times that Contractor is providing Collection services. In the event the supervisor is unavailable due to illness or vacation, Contractor must designate an acceptable substitute who will be available and who has the authority to act in the same capacity as the Route Supervisor.

10.6.3 Contract Manager

Contractor must designate an individual who serves the function equivalent to a "Contract Manager" and must provide the name of that individual in writing to City no later than January 1, 2025 and any other time the individual in that position changes. The Contract Manager must be available to the City through the use of telecommunications equipment at all times that Contractor is providing Collection services in the City. The Contract Manager must provide City with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

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11 Insurance and Performance Bond

11.1 Insurance Policies

Contractor must secure and maintain throughout the Term of this Agreement insurance as described in this Section 11 against claims for personal injury or damages to property which may arise from or in connection with Contractor's performance of work or services hereunder or the actions or inactions of Contractor in connection with Contractor's performance. Contractor's performance of work or services includes performance by Contractor's employees, agents, representatives, and subcontractors. City does not, and shall not, waive any rights against Contractor which it may have by reason of the hold harmless and indemnity agreements or the deposit by Contractor of the insurance policies described in this Section. The insurance required is in addition to and separate from any other obligations contained in this Agreement.

11.2 Minimum Scope of Insurance

Insurance coverage must be at least this broad:

1. Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including X, C, U where applicable.
2. Insurance Services Office Form No.CA 0001 (Ed. 12/93) covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage must also include code 8, "hired autos" and code 9 "non-owned autos".
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability Insurance.
4. Environmental Pollution Liability Insurance.

11.3 Minimum Limits of Insurance

Contractor must maintain insurance limits no less than:

11.3.1 Comprehensive General Liability

$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement, or the general aggregate limit must be $10,000,000. The required limits can be satisfied with an umbrella/excess liability policy.

11.3.2 Automobile Liability

$5,000,000 combined single limit per accident for bodily injury and property damage.

11.3.3 Workers' Compensation and Employers Liability

Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of $1,000,000 per accident.

11.3.4 Environmental Pollution Liability

$5,000,000 per occurrence and $10,000,000 aggregate. Should coverage be claims made, coverage shall continue for five (5) years following the termination of this Agreement or should coverage be cancelled, tail or run-off coverage shall be purchased by Contractor for no less than five (5) calendar years. Coverage shall

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include bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants resulting from Contractor's operations.

11.4 Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to City's risk manager and approved by the City. Should City form a reasonable belief that Contractor may be unable to pay any deductibles or self-insured retentions, Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by City's risk manager.

11.5 Endorsements

The policies are to contain, or be endorsed to contain, the following provisions:

11.5.1 General Liability, Automobile and Environmental Liability Coverage

1. City, its elected officials, officers, employees, agents, and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; and automobiles owned, leased, hired, or borrowed by Contractor. The coverage must contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents, and contractors.
2. Contractor's insurance coverage must be primary insurance as respects City, its elected officials, officers, employees, agents, and contractors. Any insurance, or self-insurance maintained by City will be in excess of Contractor's insurance and will not contribute with it.
3. Any failure to comply with reporting provisions of the policies will not affect coverage provided to City, its elected officials, officers, employees, agents, or contractors.
4. Coverage must State that Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The automobile liability policy shall be endorsed to delete the pollution and/or the asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by Federal or State authorities.

All Coverage. Each insurance policy required by this Agreement must be endorsed to state that coverage may not be canceled except after thirty (30) calendar days (ten (10) days in the event of cancellation for non-payment) prior written notice has been given to City. Moreover, Contractor will not order the cancellation of any required insurance policy or change in insurance policy limits without thirty (30) days prior written notice to City by Contractor.

11.6 Acceptability of Insurers

Insurance is to be placed with insurers authorized to do business in the State of California and with an A.M. Best rating of A-/VII or better.

11.7 Verification of Coverage

Contractor must furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor must furnish

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City with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

Proof of insurance must be mailed to the following address, or any subsequent address as may be directed by the City:

City of South Pasadena
Attn: Risk Manager
1414 Mission Street
South Pasadena, CA 91030

11.8 Subcontractors

Contractor must include all other companies and subcontractors providing services on behalf of Contractor at its request under this Agreement in the City as additional insureds under its policies or subcontractors and other companies must obtain separate certificates and endorsements. All coverages for companies and subcontractors shall be subject to all of the requirements stated herein. For the avoidance of doubt, facility operators and subhaulers are not considered subcontractors.

11.9 Modification of Insurance Requirements

The insurance requirements provided in this Agreement may be modified or waived by City's risk manager, in writing, upon the request of Contractor if City's risk manager determines such modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

11.10 Rights of Subrogation

All required insurance policies must preclude any underwriter's rights of recovery or subrogation against City with respect to matters related to Contractor's performance of its obligations under this Agreement, with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor must ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they will have no recourse against City for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which City is named as an additional insured will not apply to City.

11.11 Failure to Maintain Insurance

Should Contractor fail to obtain or maintain insurance as required by this Agreement, Contractor shall have seven (7) days to cure the defect, during which time, City shall have the option, but not the obligation to, at Contractor's sole expense obtain replacement insurance coverage during said cure period at Contractor's expense. Should Contractor fail to correct this defect within such time-frame, City shall have the option to terminate this Agreement immediately. The notice shall provide the date of termination.

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12 Hold Harmless and Indemnification

12.1 Defense and Indemnity of Third-Party Claims/Liability

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, elected officials, agents, employees and volunteers ("City Indemnitees") from and against all liability including, but not limited to, any claim, demand, action, penalty, proceeding or suit in law or equity of any kind (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties), loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature to the extent arising out of or in connection with (i) Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or (ii) the failure of Contractor to comply with any Applicable Laws (including, without limitation Environmental Laws, ordinances and regulations, and/or applicable permits and licenses), or (iii) the acts of the Contractor in performing services under this Agreement for which strict liability is imposed by law.

12.2 Nonwaiver

City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 11.

12.3 Diversion Indemnification

Contractor agrees to hold the City harmless and indemnify and defend (with counsel reasonably approved by City), from and against all fines or penalties imposed by CalRecycle on the City to the extent Diversion requirements set forth in Public Resources Code Section 41780 are not met by City and if the lack in meeting such requirements are attributable to the failure of Contractor to implement and operate the Diversion programs required by this Agreement or solely due to Contractor-caused delays in providing information that prevents Contractor or the City from submitting reports to regulators in a timely manner. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging any consultants or attorneys necessary to represent City in any challenge at Contractor's sole cost and expense (with counsel reasonably approved by City). Any funds expended by Contractor, pursuant to this subsection, for fines and expenses (including consultant fees, attorneys' fees and costs) shall not be passed on to Customers as part of a rate increase or otherwise.

12.4 Hazardous Substances Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by City), protect and hold harmless the City Indemnitees from and against any and all claims, damages, demands, actions and causes of action (including administrative proceedings), suits, losses, costs and expenses (including but not limited to attorneys' fees and costs), penalties, fines, judgments or liabilities of any kind whatsoever resulting, arising from or attributable to the actions of Contractor, including removal action or response action undertaken pursuant to CERCLA or the Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981, with respect to Solid Waste or Household Hazardous Waste Collected, Transported and/or Disposed of or handled by Contractor at Disposal Sites selected by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect, hold harmless and indemnify the City Indemnitees from all forms of liability under CERCLA and the Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981.

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12.5 Consideration

It is specifically understood and agreed that the consideration inuring to Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights, and responsibilities contained in this Agreement.

12.6 Obligation

This Agreement obligates Contractor to comply with the foregoing indemnification and release provisions; however, the collateral obligation of providing insurance must also be complied with as set forth in this Agreement.

12.7 Subcontractors

Contractor must require all subcontractors performing work in the City to enter into a contract containing the insurance provisions set forth in Section 11 in which the subcontractor fully indemnifies City in accordance with this Agreement.

12.8 Exception

Notwithstanding other provisions of this Agreement to the contrary, Contractor's obligation to indemnify, hold harmless and defend City Indemnitees will not extend to any liability including, but not limited to, any claim, demand, action, penalty, proceeding or suit in law or equity of any kind (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties), loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City Indemnitees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers, or (iv) as limited by Public Resources Code Section 40059.1.

12.9 Uncontrollable Circumstances

If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected Party, then the affected Party will be excused from performance hereunder during the period of such disability.

1. The Party claiming excuse from performance must promptly notify the other Party when it learns of the existence of such cause, including the facts constituting such cause, and when such cause has terminated.
2. The interruption or discontinuance of services by a Party caused by circumstances outside of its control will not constitute a default under this Agreement.

12.10 Damage by Contractor

If Contractor's employees or subcontractors cause any injury, damage, or loss to City property, including but not limited to City streets or curbs, excluding normal wear and tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage, or loss. Such reimbursement is not in derogation of

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any right of City to be indemnified by Contractor for any such injury, damage, or loss. With the prior written approval of City, Contractor may repair the damage at Contractor's sole cost and expense. Any injury, damage or loss to private property caused by the negligent or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at Contractor's sole expense.

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13 Transition to Next Service Provider

If the transition of Collection services to another company occurs through expiration, termination, default or otherwise, Contractor shall cooperate fully with City and any subsequent contractors to ensure an orderly transition. Such cooperation shall include, but not be limited to, the transfer of non-proprietary computer data, files and tapes; providing non-proprietary routing information, billing and service information, Customer lists and other operating records needed to service all properties covered by this Agreement; providing a complete inventory of all Collection Containers; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent agreement and providing other reports and data required by this Agreement.

Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of Containers and pick-up days) at least thirty (30) days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. In addition, Contractor shall be responsible for coordinating transfer immediately after Contractor's final pick-ups, so as not to disrupt service.

Contractor shall cooperate in good faith with City and new service provider in scheduling exchanges of Contractor's Containers with Containers provided by the new service provider so as to assure that customers neither need to find storage for two sets of Containers nor go without a Container for an inconvenient length of time; provided, Contractor is not under any obligation to permit the continued use of its Containers upon the start of services by any new service provider.

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14 Default of Agreement

14.1 Default

City may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the happening of any one of the following events.

1. Any assignment of this Agreement by Contractor without complying with the requirements of Section 16.1.

2. Contractor takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

3. By order or decree of a court, Contractor is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, such default will be deemed immediate; or

4. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and such possession or control continues in effect for a period of sixty (60) calendar days; or

5. Contractor has defaulted by failing or refusing to pay in a timely manner the monies due City and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

6. Contractor has defaulted by allowing any final judgment for the payment of money owed to City to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

7. Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, and is therefore, a “habitual violator.” In order to be deemed a “habitual violator” such violations must have occurred and been noticed to Contractor in writing not less frequently than three (3) times in any twenty-four-month period.

14.2 Discontinuance of Work

Upon receipt of a default action, the Contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver, license or sublicense, or otherwise make available to the City within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this Agreement, which shall become City property upon date of such

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termination in accordance with reasonable terms and conditions, including measures required to protect the Contractor with respect to any of its licensors. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein within thirty (30) calendar days of said termination.

14.3 Survival

The rights and remedies of the Parties provided in this section shall not be exclusive and in addition to any other rights and remedies provided by law or under this Agreement.

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15 Modification to the Agreement

15.1 City-Directed Change (Facilities; Containers)

City may request changes as specified in Section 5.12 and/or Section 10.5.10 as may from time-to-time be necessary and desirable for the public health and welfare. City agrees to adjust Maximum Service Rates and modify this Agreement to reflect additional costs borne by Contractor. When such modifications are requested, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in the Agreement under this Section 15.1. City and Contractor will not unreasonably withhold agreement to such compensation adjustment for any increase or decrease in the services or other obligations required of Contractor. Should agreement between City and Contractor on compensation adjustment not be reached within six (6) months of the change request, or other period as agreed upon by both Parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 15.3.

15.2 Change in Law

In the event any change in Applicable Law materially alters the obligations of Contractor, then the affected Maximum Service Rates, as established in Exhibit 1 of this Agreement, will be adjusted as provided herein. Nothing contained in this Agreement will require any Party to perform any act or function contrary to law. City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law, including applicable case-law. When such modifications are made to this Agreement, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any change in law or under this Section 15.2. City and Contractor will not unreasonably withhold agreement to such compensation adjustment or other obligations required of Contractor. Should agreement between City and Contractor on compensation adjustment not be reached within six (6) months of the change request, or other period as agreed upon by both Parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 15.3.

15.3 Arbitration

Arbitration shall be conducted by a single arbitrator. If, within twenty (20) days from the receipt of a request to arbitrate (or such longer period mutually agreed to by the Parties), the Parties are unable to agree on an arbitrator, then a single arbitrator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, which shall govern any arbitration requested under this provision. Each Party shall bear its own costs and expenses of any arbitration. Each Party shall pay one-half of the costs of the arbitrator.

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16 Other Agreement of the Parties

16.1 Assignment

No assignment of this Agreement or any right occurring under this Agreement may be made in whole or in part by Contractor without the express prior written consent of the City Council, which shall not be unreasonably conditioned, delayed, or denied. In the event of any assignment approved by the City Council, the assignee must fully assume all the liabilities of Contractor by way of an assignment and assumption agreement. Notwithstanding the above, an assignment to an affiliate of Contractor may be undertaken upon notice to City Manager, but without the requirement for its approval. For purposes of this provision, "affiliate" means any person or legal entity that, directly or indirectly, controls, is controlled by, or is under common control with Contractor.

The use of a subcontractor to perform services under this Agreement will not constitute delegation of Contractor's duties provided that Contractor has received prior written authorization from the Public Works Director to subcontract such services and the Public Works Director has approved a subcontractor who will perform such services. Contractor will be responsible for directing the work of Contractor's subcontractors and any compensation due or payable to Contractor's subcontractor will be the sole responsibility of Contractor. The Public Works Director will have the right to require the removal of any approved subcontractor for reasonable cause.

16.2 Permits, Licenses, and Chamber Membership

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. Contractor must provide proof of such permits, licenses or approvals and must demonstrate compliance with the terms and conditions of such permits, licenses, and approvals upon the request of the Public Works Director. The Contractor must have a valid City of South Pasadena Business License throughout the term of the Agreement. Contractor shall maintain an active Chamber of Commerce membership.

16.3 Laws to Govern

The law of the State of California governs the rights, obligations, duties and liabilities of City and Contractor under this Agreement and governs the interpretation of this Agreement.

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17 General Provisions

17.1 Consent to Jurisdiction

The Parties agree that any litigation between City and Contractor concerning or arising out of this Contract must be filed and maintained exclusively in the Superior Courts of Los Angeles County, State of California, or in the United States District Court for the Central District of California to the fullest extent permissible by law. Each Party consents to service of process in any manner authorized by California law.

17.2 Compliance with Laws

In the performance of this Agreement, Contractor must comply with all Applicable Laws, including, without limitation, the South Pasadena Municipal Code. City shall provide written notice to Contractor of any planned amendment of the South Pasadena Municipal Code that would substantially affect the performance of Contractor's services pursuant to this Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

17.3 Independent Contactor

In the performance of services pursuant to this Agreement, Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor will have exclusive control of the details of the services and work performed and over all Persons performing such services and work. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, shall obtain any rights to any benefits that accrue to City employees.

17.4 Entire Agreement

This Agreement and the attached Exhibits constitute the entire Agreement and understanding between the Parties, and the Agreement will not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the Parties.

17.5 Severability

Except as specified in Section 3.5, if any provision of this Agreement or the application of it to any Person or situation is to any extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to Persons or situations other than those as to which it is held invalid or unenforceable, will not be affected, will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

17.6 Right to Require Performance

The failure of any Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right of the other Party thereafter to enforce same. Nor will waiver of any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

17.7 All Prior Agreements Superseded

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

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17.8 Amendments to Agreement

This Agreement may not be changed, modified, amended or waived, except in writing and as approved by Contractor and the City Council.

17.9 Headings

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

17.10 Exhibits

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement, and each is incorporated by this reference.

17.11 Waiver

Waiver by City or Contractor of any breach for violation of any term covenant or condition of this Agreement will not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant, or condition. The subsequent acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City will not be deemed to be a waiver by City of any breach for violation of any term, covenant, or condition of this Agreement.

17.12 Prohibition Against Gifts

Contractor represents that Contractor is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or designated employee any gifts prohibited by the City.

17.13 Point of Contact

The day-to-day dealings between Contractor and City will be between Contractor and the Public Works Director, or his or her designee.

17.14 City Representative

Whenever this Agreement requires the City to take any action, the City Council designates the Public Works Director to take such action on behalf of the City, unless another individual or entity is otherwise specified in this Agreement or unless the City Council designates actions to different Persons or itself. The Public Works Director may designate individual(s) to administer and monitor the provisions of this Agreement.

17.15 Notices

All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mails, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed notice (registered or certified) shall be deemed received five (5) days after deposit. A Party may change the address to which notice is given by giving notice and provided herein.

As to the City:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attn: Public Works Director, Ted Gerber
Email: TGerber@SouthPasadenaCA.gov
Phone: (626) 460-6392

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As the Contractor:

Athens Services
14048 Valley Blvd.
City of Industry, CA 91746
Attn: Steven Librenjak
Email: SLibrenjak@AthensServices.com
Phone: (626) 934-4696

Notice by City to Contractor of a Collection or other Customer problem or complaint may be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor via email by the end of the Workday.

17.16 Signatures

(a) Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Scanned Signatures. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e., files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) Digital/Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the Parties' consent to do business electronically.

[Signature page(s) follow]

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IN CONCURRENCE AND WITNESS WHEREOF, City and Contractor have executed this Agreement as of October 2, 2024.

CITY OF SOUTH PASADENA:

By: Signed by: Janet Braun 9CDF47F02E8F481... _____

Janet Braun, Mayor 2/20/2025

CONTRACTOR:

Arakelian Enterprises, Inc. d/b/a Athens Services

By: Signed by: Ron Arakelian III F2C90779D580419... _____

Ron R. Arakelian III, Executive Officer 2/18/2025

By: Signed by: Adam Arakelian 05AACBB7A79A40A... _____

Adam Arakelian, Executive Officer 2/19/2025

ATTEST:

By: Signed by: Mark Perez BA951D463FA0445... _____

Mark Perez, Deputy City Clerk

2/20/2025

APPROVED AS TO FORM:

By: DocuSigned by: Roxanne Diaz A7800E5CA8A241F... _____

Roxanne Diaz, City Attorney 2/12/2025

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Exhibit 1:
MAXIMUM SERVICE RATES

EFFECTIVE JANUARY 1, 2025*

*Rates may escalate on July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028

MANUAL BARREL COLLECTION (Non-Organic Waste + Organic Waste)

SINGLE-FAMILY (1 UNIT)

Waste Type: *For Non-Organic and Organic Waste Collection*

Container Type: *Customers can have up to seven 32-gallon Barrels and can choose a mix of Black Barrels (for Non-Organic Waste) and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color. Additional Barrels, after seven, require additional fees. There is no change in rate for having less than seven Barrels.*

Frequency: *1x Collection per week (minimum and maximum)*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1 UNIT	11.75	51.89	63.64	7.07	**$70.71**
EACH ADDITIONAL 32-GALLON BARREL	3.19	3.68	6.87	0.76	**$7.63**
ONE TIME DELIVERY CHARGE FOR ADD. BARREL	-	25.43	25.43	2.83	**28.26***

***One-time charge**

SINGLE-FAMILY (2-4 UNITS)

Waste Type: *For Non-Organic Waste and Organic Waste Collection*

Container Type: *Customers can have up to seven 32-gallon Barrels **per unit** and can choose a mix of Black Barrels (for Non-Organic Waste) and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color **per unit**. Additional Barrels, after seven **per unit**, require additional fees. There is no change in rate for having less than seven Barrels **per unit**.*

Frequency: *1x Collection per week (minimum and maximum)*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
2 UNITS	15.59	70.51	86.10	9.57	**$95.67**
3 UNITS	19.09	84.57	103.66	11.52	**$115.18**
4 UNITS	22.50	98.62	121.12	13.46	**$134.58**
EACH ADDITIONAL 32-GALLON BARREL	3.19	3.68	6.87	0.76	**$7.63**
ONE TIME DELIVERY CHARGE FOR ADD. BARREL	-	25.43	25.43	2.83	**28.26***

***One-time charge**

MULTI-FAMILY (5+ UNITS) - MANUAL BARREL COLLECTION SERVICES ARE NOT OFFERED TO MULTI-FAMILY CUSTOMERS

COMMERCIAL - SEE COMMERCIAL COLLECTION BELOW FOR MANUAL BARREL COLLECTION OPTIONS

AUTOMATED BIN COLLECTION (Non-Organic Waste)

SINGLE-FAMILY (1 UNIT)

Waste Type: *For Non-Organic Waste Collection. Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*

Container Type: *Option of 1.5 yard, 2 yard, 3 yard, 4 yard, and 6 yard Bin*

Frequency: *Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*

Required Additional Services/Fee: *Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1.5 YARD BIN	1X per week	31.99	98.03	130.02	14.45	**$144.47**
	2X per week	64.03	174.04	238.07	26.45	**$264.52**
	3X per week	96.06	215.84	311.90	34.66	**$346.56**
	4X per week	128.15	257.49	385.64	42.85	**$428.49**
	5X per week	160.18	299.28	459.46	51.05	**$510.51**
	6X per week	192.16	341.01	533.17	59.24	**$592.41**

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2 YARD BIN	1X per week	42.44	103.39	145.83	16.20	**$162.03**
	2X per week	84.86	184.19	269.05	29.89	**$298.94**
	3X per week	127.33	229.58	356.91	39.66	**$396.57**
	4X per week	169.79	274.81	444.60	49.40	**$494.00**
	5X per week	212.22	320.23	532.45	59.16	**$591.61**
	6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN	1X per week	64.10	145.44	209.54	23.28	**$232.82**
	2X per week	128.19	171.80	299.99	33.33	**$333.32**
	3X per week	192.32	197.96	390.28	43.36	**$433.64**
	4X per week	256.45	235.62	492.07	54.67	**$546.74**
	5X per week	320.53	279.13	599.66	66.63	**$666.29**
	6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN	1X per week	75.39	170.21	245.60	27.29	**$272.89**
	2X per week	200.01	265.38	465.39	51.71	**$517.10**
	3X per week	339.41	345.76	685.17	76.13	**$761.30**
	4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
	5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
	6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**
6 YARD BIN	1X per week	99.15	222.38	321.53	35.73	**$357.26**
	2X per week	261.93	346.09	608.02	67.56	**$675.58**
	3X per week	443.84	450.70	894.54	99.39	**$993.93**
	4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
	5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
	6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**

MULTI-UNIT DWELLINGS (2 UNITS OR MORE)

Waste Type	*For Non-Organic Waste Collection. Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*
Container Type	*Option of 1.5 yard, 2 yard, 3 yard, 4 yard, or 6 yard Bin*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*
Required Additional Services/Fee	*Monthly Bin Rental Fee must be added to monthly service charge. Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
BIN RENTAL FEE (in addition to per unit charge below)						
	1.5 YARD BIN	5.16	21.73	26.89	2.99	**$29.88**
	2 YARD BIN	7.09	29.46	36.55	4.06	**$40.61**
	3 YARD BIN	10.42	43.32	53.74	5.97	**$59.71**
	*4 YARD BIN	13.75	57.17	70.92	7.88	**$78.80**
	*6 YARD BIN	17.08	71.02	88.10	9.79	**$97.89**
		*Scout Service not available due to Bin Size				
1X PER WEEK	2 UNITS	15.59	70.51	86.10	9.57	**$95.67**
	3 UNITS	19.09	84.57	103.66	11.52	**$115.18**
	4 UNITS	22.50	98.62	121.12	13.46	**$134.58**
	5 UNITS	25.85	112.43	138.28	15.36	**$153.64**
	6 UNITS	28.06	121.96	150.02	16.67	**$166.69**
	7 UNITS	29.96	129.70	159.66	17.74	**$177.40**
	8 UNITS	31.74	137.54	169.28	18.81	**$188.09**
	9 UNITS	33.68	145.42	179.10	19.90	**$199.00**
	10 UNITS	35.54	153.19	188.73	20.97	**$209.70**
	11 UNITS	37.46	161.08	198.54	22.06	**$220.60**

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	12 UNITS	39.26	168.79	208.05	23.12	**$231.17**
	13+ UNITS (add per unit)	3.20	13.16	16.36	1.82	**$18.18**
2X PER WEEK	2 UNITS	38.83	167.00	205.83	22.87	**$228.70**
	3 UNITS	40.91	175.80	216.71	24.08	**$240.79**
	4 UNITS	43.05	184.65	227.70	25.30	**$253.00**
	5 UNITS	45.16	193.45	238.61	26.51	**$265.12**
	6 UNITS	47.04	201.27	248.31	27.59	**$275.90**
	7 UNITS	49.16	210.10	259.26	28.81	**$288.07**
	8 UNITS	51.26	218.84	270.10	30.01	**$300.11**
	9 UNITS	53.32	227.57	280.89	31.21	**$312.10**
	10 UNITS	55.51	236.29	291.80	32.42	**$324.22**
	11 UNITS	57.63	245.05	302.68	33.63	**$336.31**
	12 UNITS	59.60	253.82	313.42	34.82	**$348.24**
	13+ UNITS (add per unit)	4.81	19.74	24.55	2.73	**$27.28**
3X PER WEEK	2 UNITS	66.07	283.49	349.56	38.84	**$388.40**
	3 UNITS	69.57	297.55	367.12	40.79	**$407.91**
	4 UNITS	72.98	311.60	384.58	42.73	**$427.31**
	5 UNITS	76.33	325.41	401.74	44.64	**$446.38**
	6 UNITS	78.92	334.32	413.24	45.92	**$459.16**
	7 UNITS	80.83	342.14	422.97	47.00	**$469.97**
	8 UNITS	82.73	350.07	432.80	48.09	**$480.89**
	9 UNITS	84.51	357.69	442.20	49.13	**$491.33**
	10 UNITS	86.65	366.09	452.74	50.30	**$503.04**
	11 UNITS	88.65	374.25	462.90	51.43	**$514.33**
	12 UNITS	90.54	382.94	473.48	52.61	**$526.09**
	13+ UNITS (add per unit)	6.31	26.39	32.70	3.63	**$36.33**
4X PER WEEK	2 UNITS	97.31	419.99	517.30	57.48	**$574.78**
	3 UNITS	99.39	428.78	528.17	58.69	**$586.86**
	4 UNITS	101.53	437.63	539.16	59.91	**$599.07**
	5 UNITS	103.64	446.43	550.07	61.12	**$611.19**
	6 UNITS	105.52	454.25	559.77	62.20	**$621.97**
	7 UNITS	107.64	463.08	570.72	63.41	**$634.13**
	8 UNITS	109.74	471.82	581.56	64.62	**$646.18**
	9 UNITS	111.80	480.55	592.35	65.82	**$658.17**
	10 UNITS	113.99	489.27	603.26	67.03	**$670.29**
	11 UNITS	116.11	498.03	614.14	68.24	**$682.38**
	12 UNITS	118.08	506.80	624.88	69.43	**$694.31**
	13+ UNITS (add per unit)	7.84	33.02	40.86	4.54	**$45.40**
5X PER WEEK	2 UNITS	132.55	576.48	709.03	78.78	**$787.81**
	3 UNITS	136.05	590.54	726.59	80.73	**$807.32**
	4 UNITS	139.46	604.59	744.05	82.67	**$826.72**
	5 UNITS	142.81	618.39	761.20	84.58	**$845.78**
	6 UNITS	145.40	627.30	772.70	85.86	**$858.56**
	7 UNITS	147.31	635.12	782.43	86.94	**$869.37**
	8 UNITS	149.21	643.06	792.27	88.03	**$880.30**
	9 UNITS	150.99	650.68	801.67	89.07	**$890.74**
	10 UNITS	153.13	659.07	812.20	90.24	**$902.44**
	11 UNITS	155.13	667.23	822.36	91.37	**$913.73**

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	12 UNITS	157.02	675.93	832.95	92.55	**$925.50**
	13+ UNITS (add per unit)	9.37	39.65	49.02	5.45	**$54.47**
6X PER WEEK	2 UNITS	171.79	752.97	924.76	102.75	**$1,027.51**
	3 UNITS	173.87	761.77	935.64	103.96	**$1,039.60**
	4 UNITS	176.01	770.61	946.62	105.18	**$1,051.80**
	5 UNITS	178.12	779.42	957.54	106.39	**$1,063.93**
	6 UNITS	180.00	787.23	967.23	107.47	**$1,074.70**
	7 UNITS	182.12	796.06	978.18	108.69	**$1,086.87**
	8 UNITS	184.22	804.80	989.02	109.89	**$1,098.91**
	9 UNITS	186.28	813.53	999.81	111.09	**$1,110.90**
	10 UNITS	188.47	822.26	1010.73	112.30	**$1,123.03**
	11 UNITS	190.59	831.02	1021.61	113.51	**$1,135.12**
	12 UNITS	192.56	839.79	1032.35	114.71	**$1,147.06**
	13+ UNITS (add per unit)	10.90	46.28	57.18	6.35	**$63.53**

COMMERCIAL

Waste Type	*For Non-Organic Waste Collection. Organic Waste Collection Service is required in addition to this Organic Waste Collection Service.*
Container Type	*Option of 32-gallon Barrel, 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard, or 3 yard compactor Bin*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*
Required Additional Services/Fee	*Organic Waste Collection Service is required in addition to this Non-Organic Waste Collection Service.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1.5 YARD BIN	1X per week	31.99	98.03	130.02	14.45	**$144.47**
	2X per week	64.03	174.04	238.07	26.45	**$264.52**
	3X per week	96.06	215.84	311.90	34.66	**$346.56**
	4X per week	128.15	257.49	385.64	42.85	**$428.49**
	5X per week	160.18	299.28	459.46	51.05	**$510.51**
	6X per week	192.16	341.01	533.17	59.24	**$592.41**
2 YARD BIN	1X per week	42.44	103.39	145.83	16.20	**$162.03**
	2X per week	84.86	184.19	269.05	29.89	**$298.94**
	3X per week	127.33	229.58	356.91	39.66	**$396.57**
	4X per week	169.79	274.81	444.60	49.40	**$494.00**
	5X per week	212.22	320.23	532.45	59.16	**$591.61**
	6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN	1X per week	64.10	145.44	209.54	23.28	**$232.82**
	2X per week	128.19	171.80	299.99	33.33	**$333.32**
	3X per week	192.32	197.96	390.28	43.36	**$433.64**
	4X per week	256.45	235.62	492.07	54.67	**$546.74**
	5X per week	320.53	279.13	599.66	66.63	**$666.29**
	6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN	1X per week	75.39	170.21	245.60	27.29	**$272.89**
	2X per week	200.01	265.38	465.39	51.71	**$517.10**
	3X per week	339.41	345.76	685.17	76.13	**$761.30**
	4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
	5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
	6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**
6 YARD BIN	1X per week	99.15	222.38	321.53	35.73	**$357.26**
	2X per week	261.93	346.09	608.02	67.56	**$675.58**
	3X per week	443.84	450.70	894.54	99.39	**$993.93**

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	4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
	5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
	6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**
3 YARD	1X per week	192.30	149.83	342.13	38.01	**$380.14**
COMPACTOR BIN	2X per week	384.58	180.58	565.16	62.80	**$627.96**
	3X per week	576.97	211.13	788.10	87.57	**$875.67**
	4X per week	769.37	253.17	1022.54	113.62	**$1,136.16**
	5X per week	961.62	301.09	1262.71	140.30	**$1,403.01**
	6X per week	1154.01	331.80	1485.81	165.09	**$1,650.90**
COMMERCIAL MANUAL BARREL COLLECTION (PER BARREL)						
	1X per week	14.56	66.98	81.54	9.06	**$90.60**

ORGANICS COLLECTION

The organics collection services below are required for all single-family customers with automated bin service, multi-family customers, and commercial customers.

FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION

Waste Type — *For Organic Waste Collection Only (Food Scraps, Food-soiled Paper, Green Waste, etc.). Non-Organic Waste Collection Service is required in addition to this Organic Waste Collection Service.*

Container Type — *Option of 64-gallon Cart, 1.5 yard Bin, 2 yard Bin, or Roll-off (3 or 3+ yard Bins are not offered for Organics Collection)*

Frequency — *Option of 1x, 2x, 3x, 4x, or 5x Collections per week*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
64-GALLON CART	1X per week	-	160.76	160.76	17.86	**$178.62**
(PRIMARY)	2X per week	-	280.69	280.69	31.19	**$311.88**
	3X per week	-	400.60	400.60	44.51	**$445.11**
	4X per week	-	520.54	520.54	57.84	**$578.38**
	5X per week	-	640.46	640.46	71.16	**$711.62**
64-GALLON CART	1X per week	-	136.31	136.31	15.15	**$151.46**
(EACH ADDITIONAL)	2X per week	-	238.67	238.67	26.52	**$265.19**
	3X per week	-	341.10	341.10	37.90	**$379.00**
	4X per week	-	443.47	443.47	49.27	**$492.74**
	5X per week	-	545.88	545.88	60.65	**$606.53**
1.5 YARD BIN	1X per week	-	337.40	337.40	37.49	**$374.89**
(PRIMARY)	2X per week	-	655.15	655.15	72.79	**$727.94**
	3X per week	-	974.54	974.54	108.28	**$1,082.82**
	4X per week	-	1292.28	1292.28	143.59	**$1,435.87**
	5X per week	-	1611.67	1611.67	179.07	**$1,790.74**
1.5 YARD BIN	1X per week	-	276.88	276.88	30.76	**$307.64**
(EACH ADDITIONAL)	2X per week	-	539.80	539.80	59.98	**$599.78**
	3X per week	-	804.55	804.55	89.39	**$893.94**
	4X per week	-	1067.70	1067.70	118.63	**$1,186.33**
	5X per week	-	1332.43	1332.43	148.05	**$1,480.48**
2 YARD BIN	1X per week	-	399.64	399.64	44.40	**$444.04**
(PRIMARY)	2X per week	-	779.63	779.63	86.63	**$866.26**
	3X per week	-	1157.98	1157.98	128.66	**$1,286.64**
	4X per week	-	1537.96	1537.96	170.88	**$1,708.84**
	5X per week	-	1917.95	1917.95	213.11	**$2,131.06**
2 YARD BIN	1X per week	-	312.29	312.29	34.70	**$346.99**
(EACH ADDITIONAL)	2X per week	-	613.04	613.04	68.12	**$681.16**

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3X per week	-	913.31	913.31	101.48	**$1,014.79**
4X per week	-	1214.46	1214.46	134.94	**$1,349.40**
5X per week	-	1516.00	1516.00	168.44	**$1,684.44**
ORGANICS OPEN ROLL-OFF OR COMPACTOR ROLL-OFF					
Haul Rate		304.20	304.20	33.80	**$338.00**
Disposal/Ton Rate		153.79	153.79	17.09	**$170.88**

OTHER CHARGES AND SERVICES

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS	FRANCHISE FEE COMPONENT	TOTAL RATE
ALL ACCOUNTS					
Late Fee (1.5% per month, $5.00 minimum)	-	6.00	-	0.67	**$6.67**
Declined Payment Charge	-	38.46	-	4.27	**$42.73**
Stop Service Charge	-	38.46	-	4.27	**$42.73**
Reactivation Charge	-	38.46	-	4.27	**$42.73**
Contamination Fee - all material (per occurrence)	-	76.89	-	8.54	**$85.43**
Cart/Barrel Roll-out Charge (per container, per frequency)	-	19.23	-	2.14	**$21.37**
Bin Lock Lids (per bin, per frequency)	-	18.80	-	2.09	**$20.89**
Bin Enclosure Pressure Washing (Per Hour, 1 Hour Minimum)	-	76.89	-	8.54	**$85.43**
Bin Wash-Out/Clean-Out Charge	-	76.89	-	8.54	**$85.43**
Bin Overflow Charges	-	76.89	-	8.54	**$85.43**
Bin Overweight Charges	-	76.89	-	8.54	**$85.43**
Bin Extra Dump Charge	-	76.89	-	8.54	**$85.43**
Bin Dead-Run Charge	-	76.89	-	8.54	**$85.43**
Bin Go-Back Charge	-	76.89	-	8.54	**$85.43**
Bin Delivery Charge	-	76.89	-	8.54	**$85.43**
Bin Exchange Charge	-	76.89	-	8.54	**$85.43**
Bin Bring-in Charge	-	76.89	-	8.54	**$85.43**
Priority Emergency Service	-	253.74	-	28.19	**$281.93**
Cardboard Boxes (per box)	-	6.11	-	0.68	**$6.79**
Cardboard Box Liners (per box liner)	-	0.60	-	0.07	**$0.67**
COMMERCIAL SERVICES (INCLUDING SFD-A)					
Bulky Item Pick-Up - First Item, Dead-Run, or Go-Back	-	38.46	-	4.27	**$42.73**
Bulky Item Pick-Up - Each Additional Item	-	23.06	-	2.56	**$25.62**
3 Yard Temporary Bin	-	207.62	-	23.07	**$230.69**
3 Yard Temporary Bin - Extra Dump, Dead-Run, or Go-Back	-	107.66	-	11.96	**$119.62**
3 Yard Temporary Bin with Scout Service	-	246.08	-	27.34	**$273.42**
3 Yard Temporary Bin - Extra Dump with Scout Service	-	146.09	-	16.23	**$162.32**
3 Yard Temporary Bin - Per Day Over 7 Days with No Dump	-	26.15	-	2.91	**$29.06**
3 Yard Temporary Bin - Overweight, Overflow	-	79.53	-	8.84	**$88.37**
Lock-Lids for Temporary Bins	-	19.74	-	2.19	**$21.93**
Roll-off Rate per Haul (Plus Disposal Charges)	-	323.17	-	35.91	**$359.08**
Roll-off Roll-Top Rental Charge	-	76.89	-	8.54	**$85.43**
Roll-off Relocate Charge	-	128.82	-	14.31	**$143.13**
Roll-off Compactor Wash Out Charge	-	322.08	-	35.79	**$357.87**
Roll-off Demurrage (Per Day if no dumps in 7 days)	-	25.58	-	2.84	**$28.42**
Roll-Off Same Day Expedited Request	-	71.07	-	7.90	**$78.97**
Roll-Off Dead-Run Charge	-	177.68	-	19.74	**$197.42**
Storage Box Rental Charge	-	230.68	-	25.63	**$256.31**

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Storage Box Delivery Charge	-	76.89	-	8.54	**$85.43**
Bin Push-out/Scout Service Charge (per bin, per frequency)	-	40.73	-	4.53	**$45.26**
RESIDENTIAL (SINGLE FAMILY & MULTI UNIT)					
Bulky Item Pickup - First Item (In Addition to Annual Event)	-	40.73	-	4.53	**$45.26**
Bulky Item Pick-Up - Each Additional Item	-	24.43	-	2.71	**$27.14**
Cart/Barrel Go-Back or Dead Run Charge	-	33.58	-	3.73	**$37.31**
Bin Push-out/Scout Service Charge (per bin, per frequency)	-	40.73	-	4.53	**$45.26**
CITY SERVICES					**Monthly Rate**
City Garage ad Parking Lot Sweeping Service	-	1115.22	-	-	**$1,115.22**
Bus Stop Barrel Pick-Up	-	2973.93	-	-	**$2,973.93**

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Exhibit 2:
BUS STOP BARREL COLLECTION SCHEDULE

Per Section 6.3 of this Agreement, Contractor shall empty the bus stop Container(s), supply the new Container liner, and replace the Container liner. Contractor shall remove any Solid Waste outside of the Container(s) at the bus stop and pressure wash as needed.

LOCATION	Number of Barrels				SCHEDULE
	NB	SB	WB	EB	
Mission Street					
Grand Avenue	–	–	1	–	M T W TH F
Adelaine Avenue	–	–	–	1	M T W TH F
Orange Grove Avenue	–	–	1	1	M T W TH F
Prospect Avenue	–	–	1	–	M T W TH F
Meridian Avenue	–	–	–	3	M T W TH F
Fairview Avenue	–	–	1	–	M T W TH F
Fremont Avenue	–	–	1	1	M T W TH F
Fair Oaks Avenue	–	–	1	1	M T W TH F
Park Avenue	–	–	1	1	M T W TH F
Milan Avenue	–	–	1	–	M T W TH F
Garfield Avenue	–	–	1	1	M T W TH F
Huntington Drive					
Alhambra Road	1	–	–	–	M T W TH F
Maple Street	1	1	–	–	M T W TH F
Fremont Avenue	–	–	1	3	M T W TH F
Primrose Avenue	–	–	1	1	M T W TH F
Marengo Avenue	–	–	1	1	M T W TH F
Fletcher Avenue	–	–	1	1	M T W TH F
Court Avenue	–	–	1	1	M T W TH F
Fair Oaks Avenue					
Columbia Street	1	1	–	–	M T W TH F
State Street	1	–	–	–	
Mound Avenue	–	1	–	–	M T W TH F
Mission Street	1	1	–	–	M T W TH F
Oxley Street	–	1	–	–	M T W TH F
Monterey Road	1	1	–	–	M T W TH F
Rollin Street	1	1	–	–	M T W TH F
Spruce Street	1	1	–	–	M T W TH F

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LOCATION	Number of Barrels				SCHEDULE
	NB	SB	WB	EB	
Garfield Avenue					
Oak Street	–	1	–	–	M W F
Fremont Street					
Oneonta Knoll Street	–	1	–	–	M W F
Maple Street	1	1	–	–	M W F
Pasadena Avenue					
Sycamore Avenue	–	–	1	1	M W F
Arroyo Drive	–	–	1	1	M W F
Hawthorne Street	1	1	–	–	M W F
El Centro Street	1	1	–	–	M W F
Mission Street	1	1	–	–	M W F
Hill Drive					
Collis Avenue	–	–	1	1	M W F
Total Number of Barrels	**12**	**14**	**17**	**19**	

Abbreviations		
NB - Northbound	EB - Eastbound	W - Wednesday
SB - Southbound	M - Monday	TH - Thursday
WB - Westbound	T - Tuesday	F - Friday

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Exhibit 3:
SWEEPING SERVICES

1. Street Sweeping Services, Approved Sweeping Plan

Contractor shall provide Street Sweeping Services at City streets in public rights of way and other areas within the City, as specified herein, in accordance with the schedule, times, and routes provided in Exhibit 3-A ("Approved Sweeping Plan") without charge to City or Customers. Except as provided in this Exhibit 3 or the Approved Sweeping Plan, Contractor will perform Street Sweeping Services on a bi-weekly basis.

2. Changes to Approved Sweeping Plan

Contractor may request modifications to the Approved Sweeping Plan, subject to the approval of the Public Works Director, whose approval shall not be unreasonably conditioned, delayed, or denied. Further, prior to the start of any new Street Sweeping Service schedule or route, as approved by the Public Works Director, Contractor shall, at Contractor's own expense, provide a written notice to be included, by City, as an insert with regular billings to notify each affected Customer of the day or days of the week on which streets will be swept. The notice shall contain the day or days of the week upon which Solid Waste Collections and Street Sweeping Services will be made, the name, address and telephone number of Contractor, and other information and be provided to each Customer affected unit not less than fourteen (14) days prior to the change of any Street Sweeping Service schedule. Contractor shall also cause the schedule and route of the new Street Sweeping Service to be published twice in a responsible newspaper of local circulation once each week for two (2) successive weeks immediately prior to the change in the Solid Waste Collection and Street Sweeping Service schedule or route in a district. The published schedule and route shall contain the same information as the written notice outlined above and shall clearly indicate the precise area involved in the change.

3. Downtown Sweeping Service

Contractor shall perform Street Sweeping Service three (3) times every week between the hours of 5:00 am and 7:00 am within the City's Downtown area in accordance with the Approved Sweeping Plan.

4. City Parking Lot Sweeping Service

Street Sweeping Service shall include sweeping for the City's seven (7) parking lots specified in the Approved Sweeping Plan (collectively, "City Parking Lots"). Contractor shall sweep the parking lots at minimum one (1) time every other week at the schedule and route set forth in the Approved Street Sweeping Plan, or other frequency as agreed by Contractor and the Public Works Director. Contractor shall also Collect Solid Waste and supply and replace Container liners at any and all City Containers at the City Parking Lots two (2) times per week, or other frequency as agreed by Contractor and the Public Works Director, and pressure wash the parking lot one (1) time per calendar year at times and days approved by the Public Works Director, and in accordance with applicable stormwater regulations. Service shall also include removing any Solid Waste outside of the Containers and the Transportation and Disposal of Solid Waste Collected while providing the services hereunder.

5. City Garage Sweeping Service

Street Sweeping Service shall including sweeping for the City's "Mission Meridian" parking garage specified in the Approved Sweeping Plan. Contractor shall sweep the garage at least one (1) time per week, Collect Solid Waste, supply and replace Container liners at the three (3) parking garage Containers two (2) times per week or other frequency as agreed by Contractor and the Public Works Director, and pressure wash the parking garage one (1) time per calendar year at times and days approved by the Public Works Director and

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in accordance with applicable stormwater regulations. Service shall also include removing any Solid Waste outside of the Containers and the Transportation and Disposal of Solid Waste Collected while providing the services hereunder.

6. Other Associated Work

If circumstances exist that require work similar to but not specifically provided for in this Exhibit, City may request Contractor to perform such other associated work ("OAW"). When Contractor performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of City and Contractor. Examples of OAW include but are not limited to performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, City requested clean-up services, additional porter services, emergency call-outs, pressure washing, bus shelter clean-up, increases in the frequency or amount of Street Sweeping Service, and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance. Contractor shall be reimbursed for such services at its then-current hourly rates.

7. Equipment

Contractor shall use such standard heavy street sweeping equipment as is necessary to clean the City areas of paper, dirt, rocks, leaves and debris. Contractor shall also maintain all equipment. Equipment should be clean and in good mechanical condition, uniformly painted and numbered. In cases of equipment failure or operator failure which precludes the sweeping of scheduled streets during their posted time frames, Contractor shall make every reasonable effort to provide services during the scheduled time frames. Should the equipment or operator failure be of such a duration that the regularly scheduled street sweeping of a posted street is not able to be swept during the designated time frames, Contractor shall sweep those neglected (not swept during the designated time frames) streets during the first available opportunity.

8. Contractor/City Communication

Contractor shall establish and maintain an office and have an authorized supervisor as the point of contact for communications with City for street sweeping. Contractor's office shall have a twenty-four (24) hour telephone service and a responsible individual in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by City. Contractor shall respond and provide emergency service within three (3) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

9. Disposal and Recycling of Materials

Contractor shall Transport and Dispose of all sweeping materials in accordance with all City, County, State, and Federal requirements. To the extent possible, Contractor shall Divert or Compost all street sweepings from landfills. Contractor shall report on a monthly basis the tonnage of sweepings Collected and the tonnage Disposed of at a Composting or Recycling center and the name and address of the facility. Upon City's request, Contractor shall also provide City with the pertinent information from the Composting or Recycling facility certifying the percentage of material Processed that is Disposed at landfill and where material is sent after Collection and Processing at the facility.

10. Hazardous Waste

Contractor shall not be required to remove any Hazardous Waste from the street surface. If, in the course of performing Street Sweeping Services, any suspected Hazardous Waste is encountered, Contractor shall immediately report the location to the City, and any other responsible agency.

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11. Damage

Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages solely caused by his/her actions. Any repairs and associated cost resulting from Contractor-caused damage shall be the responsibility of the Contractor.

12. Water for Dust Control

City shall provide sufficient water for use of sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to Contractor. Contractor is to coordinate with the Public Works Director in advance to identify the regular location(s) for water access. Access to water/hydrants without a meter is prohibited. If Contractor obtains water from a provider that is not the City, Contractor is responsible for obtaining and paying for the water except in such circumstances where the City no longer provides water to Contractor at no cost to Contractor, in which case the City will reimburse Contractor for the cost of procuring water from the City or a replacement provider, as applicable.

13. Wind-Down of Certain City Sweeping Services

Notwithstanding any provision in this Agreement to the contrary, upon any notice specified in Section 4.2 of the Agreement, Contractor shall bill the City its then-existing rates, as listed in Exhibit 1, for services specified in Sections 4 (City Parking Lot Sweeping Service) and 5 (City Garage Sweeping Service) of this Exhibit. Thereafter, Contractor shall invoice the City on the first business day of each month for City parking lot and City garage sweeping services rendered during the preceding month. If City is unable, by operation of Applicable Law, to pay Contractor's then-existing hourly rates applicable for services hereunder, retroactively or prospectively, Contractor shall be entitled to a rate adjustment in accordance with Section 7.9 of the Agreement for the amounts that Contractor would have received but for operation of Applicable Law.

14. Prevailing Wage

Notwithstanding any provision in the Agreement to the contrary, the provision of Street Sweeping Services without charge to City is not subject to payment of prevailing wages or related laws, regulations, or policies ("Prevailing Wage Law"). In the event, the Prevailing Wage Law applies to Street Sweeping Services, retroactively or prospectively, Contractor shall be entitled to a rate adjustment in accordance with Section 7.9 of the Agreement for the provision of Street Sweeping Services in accordance with the Prevailing Wage Law.

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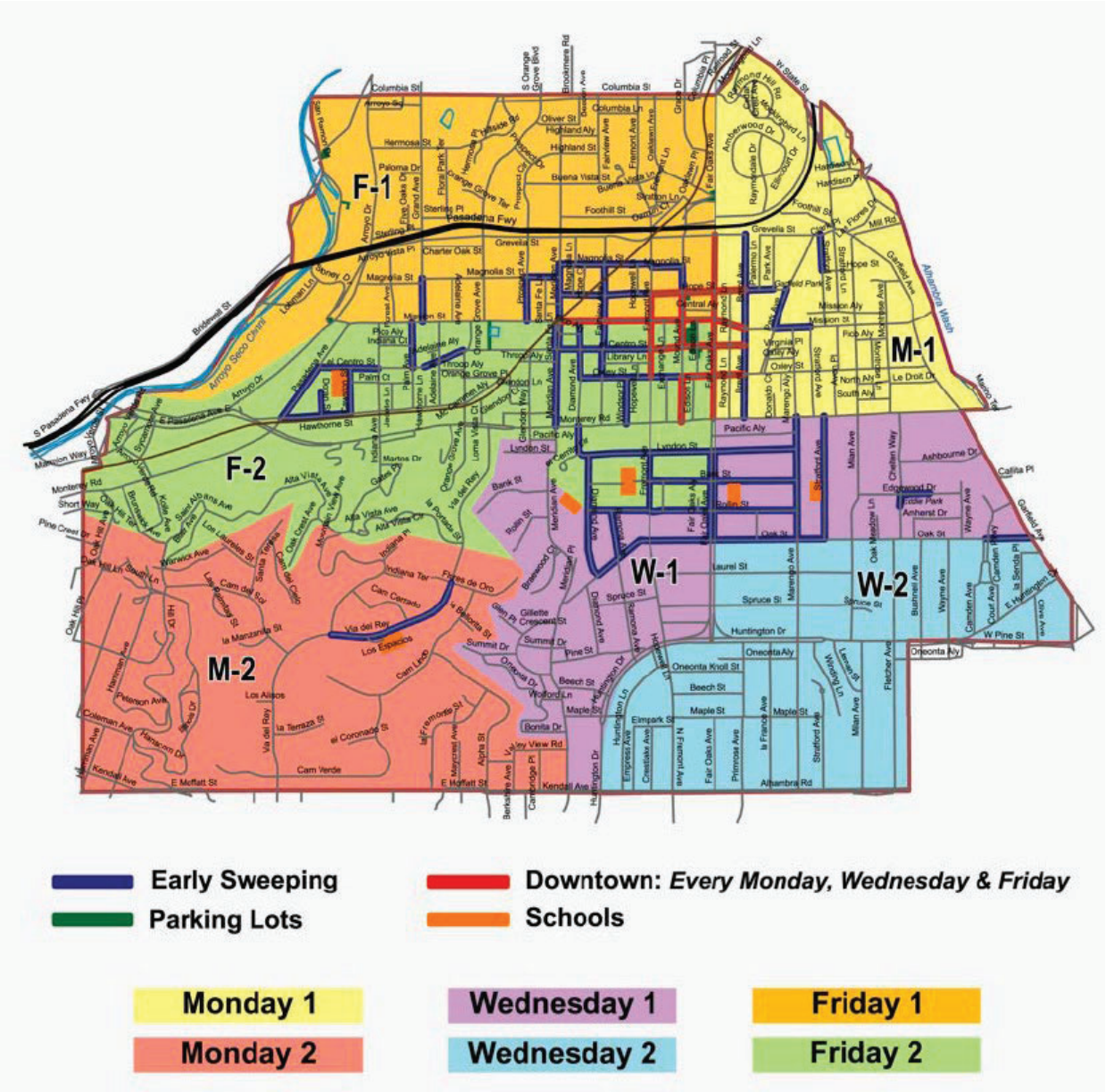
Exhibit 3-A:
APPROVED SWEEPING PLAN

City Street Sweeping Route Map and Schedule



Sweeping shall occur between 7:00 am and 12:00 pm except areas designated for "Early Sweeping" which shall occur between 5:00 am and 7:00 am.

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City Parking Lot Sweeping and Collection Schedule	
1. *Service Yard (825 Mission Street)* 2. *City CNG Station/Storage Yard (660 Stoney Drive)* 3. *Arroyo Seco Racquet Club (920 Loman Lane)* 4. *Arroyo Seco Golf Course (1000-1055 Lohman Lane)* 5. *Hope St. & Mound Ave. Lot (820 Mound Avenue)* 6. *El Centro St. and Mound Ave. Lot #1 (1500 El Centro Street)* 7. *El Centro St. and Mound Ave. Lot #2 (1507 El Centro Street)*	
Sweep Parking Lots	1 day every other week
Collect any and all Containers in Parking Lots	2 days per week (Tuesdays/Fridays)
Pressure Wash Parking Lots	1 time per calendar year

City Garage Sweeping and Collection Schedule	
Mission Meridian Garage (805 Meridian Avenue)	
Sweep Parking Garage	1 day per week
Collect three (3) Containers in Parking Garage	2 days per week (Tuesdays/Fridays)
Pressure Wash Parking Garage	1 time per calendar year

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Exhibit 4:
LIST OF ACCEPTABLE ORGANIC WASTE MATERIALS

GREEN WASTE

- Flower and hedge trimmings
- Grass clippings
- Leaves and branches
- Weeds
- Lumber*
- Scrap wood*
- Plywood*

**Not painted or treated*

FOOD SCRAPS

- Bread, rice, and pasta
- Cheese and dairy
- Coffee grounds and filters
- Fruits and vegetables
- Flowers and herbs
- Meat, bones, and poultry
- Seafood and soft shells
- Pet food (nonmedicated)

FOOD-SOILED PAPER*

- Food-stained paper
- Paper egg cartons
- Paper napkins
- kitchen paper towels
- Pizza boxes
- Plates
- To-go boxes (no coating)
- Wood and fiber-based utensils

**Must be 100% fiber-based. No materials with - p*
wax, or bioplastic coating, liner, or laminate.

UNACCEPTED ITEMS

- All plastics
- Cacti, succulents, and yucca
- Compostable plastics (bioplastics)
- Coffee cups and pods
- Fats, oils, and grease
- Food stickers (please remove from items)
- Gloves
- Hard shells (clams, mussels, oysters)
- Medication
- Palm fronds
- Paper napkins with cleaning chemicals
- Paper towels with cleaning chemicals
- Parchment and wax paper
- Pet waste
- Rocks and soil
- Rubber bands and twist ties
- Tea bags
- Textiles
- Tissues and wet wipes

City Council Agenda Report

ITEM NO. 17

DATE: October 2, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: H. Ted Gerber, Public Works Director
Arpy Kasparian, Environmental Services & Sustainability Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF AN EXCLUSIVE SOLID WASTE HANDLING SERVICES AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES) AND ADOPTION OF A RESOLUTION TO CONDUCT A PROPOSITION 218 PUBLIC HEARING**

Recommendation

It is recommended that the City Council:

1. Consider approval of the amended and restated agreement with Athens Services for Exclusive Solid Waste Handling Services in the final form approved by the City Attorney; and
2. Consider approval of a resolution directing staff to schedule a Proposition 218 public hearing to consider proposed solid waste rate increases and provide notice of the public hearing.

Executive Summary

City staff have been working with the City's franchise waste hauler, Athens Services, to update the current exclusive refuse service agreement (Agreement) to include additional services required by Senate Bill (SB) 1383.

On October 18, 2023, staff presented Athens' five proposed rate adjustment options/service models for meeting the requirements of SB 1383 to City Council. Staff received direction to maintain the current Backyard Service model with no changes to the contract term. City Council also requested two additional "Dumpster Days" and for Athens to forgo charges for bus barrel collection services and garage sweeping services.

City staff are proposing an amended and restated Agreement which combines all previous amendments and new SB 1383 services into one comprehensive agreement. The effectiveness of the new Agreement is contingent upon the City Council's approval of the proposed rate increases in the absence of a majority protest following a Proposition 218 public

hearing, which must be held at least 45 days after notice is mailed to the public. City staff recommends approval of a resolution setting the Proposition 218 public hearing date on November 20, 2024, or such other date selected by the City Manager.

Background

Senate Bill 1383

In 2016, Senate Bill 1383 (Short-Lived Climate Pollutants) was signed into law in a statewide effort to reduce short-lived climate pollutants, namely methane emissions created by organic waste. Pursuant to SB 1383, jurisdictions are mandated to provide organics collection services and require all residents and businesses to divert organic waste (yard waste, food scraps, food-soiled paper, etc.) from landfills to recycling facilities starting January 1, 2022, as regulated by the California Department of Resources Recycling and Recovery (CalRecycle). In addition, SB 1383 requires jurisdictions to establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the jurisdiction, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct enforcement. Many jurisdictions delegate these tasks, in part, to their waste haulers.

Additional background information including information regarding the City's organic waste ordinance, the City's current exclusive refuse service agreement, the CalRecycle SB 1383 grant program, Athens' Contract Ad Hoc , the City's Notice of Intent to Comply, the City's Corrective Action Plan, Outreach and Community Meetings, and Council's direction on service levels can be found in the October 18, 2023 City Council Staff Report (Attachment 4).

Proposed Options and Direction for Agreement Update

City staff have been working with the City's franchise waste hauler, Athens, to update the Agreement, including the City's service rates and services, to accommodate the additional services required by Senate Bill 1383. Athens proposed a total of five different rate adjustment options/service models for meeting the requirements of SB 1383.

To assist staff in examining these options, the City retained the services of MSW Consultants and R3 Consulting (Consultants). After conducting a community feedback session and presenting an analysis of the five options to City Council, staff received direction to maintain the current service levels and contract terms as described with Option 1. In addition, City Council requested two additional "Dumpster Days" and for Athens to forgo charges for City bus barrel collection services and garage sweeping services.

City Council Selection of Option 1

City Council's selection of Option 1 maintains the City's Residential Manual Barrel Collection Service (aka "Backyard Service"). In addition, with this option:

1. Athens will institute a new residential & commercial 14.00% rate adjustment for SB 1383 compliance programs upon the effective date of the Agreement, in addition to the regular annual rate adjustment that occurs every July 1. SB 1383 compliance programs include:
    - Collection, transportation, and processing of source separated organics.
    - Quarterly contamination monitoring of organics containers (lid flipping).
    - Quarterly outreach & education (visits by Recycling Coordinators, newsletters, contamination follow-up).
    - Commercial account food recovery support (work with qualified commercial accounts to recover & distribute edible food).
    - Quarterly waste stream analysis (waste characterizations of different waste streams in the city).
    - Procurement support (assist City with procuring & using compost and reusable natural gas to help meet its annual procurement target for recovered organic waste products).
    - Data management & reporting of all SB 1383 programs (City interface with Athens web-based system, Cal Recycle reporting).
2. Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Athens will replace the barrels at no cost as needed after 5 years.
3. Athens will institute discounted organic rates for all bin (dumpster) customers upon the effective date of the Agreement.
    - For all bin (dumpster) customers (commercial, multi-family, or residential) who require organics containers, Athens will provide multiple 36- and/or 64-gallon organics containers, per individual customer's service level needs.
    - Athens will provide these organics containers at discounted rates for the life of the Agreement, discounted 15% below the current "pay-as-you-throw" rates in the current rate schedule.
4. Most other aspects of the Agreement remain the same including the 7-year rolling term, regular annual CPI rate adjustment, fleet, 2-stream system, operations, and solid waste processing - with some additions/modifications to update the agreement language to reflect current service models and address new compliance requirements or reasonable requests from Athens and the City.

Analysis

City staff have drafted an amended and restated Agreement which combines all previous amendments and new SB 1383 services into one comprehensive Agreement. The new Agreement modernizes language, clarifies all services provided by Athens , updates outdated sections including insurance requirements, and aligns with the City's organics waste ordinance. In addition, the new Agreement includes the following:

Increase in Services

In addition to the added services for SB 1383 compliance (which include organics collection/processing for all customers, contamination monitoring, reporting, procurement support, etc.), the new Agreement also increases the frequency of bus barrel collection (which will address barrel overflowing issues), increases the number of free Senior Citizen Dumpster Weeks/Dumpster Days from two annually to four annually, and adds seven public parking lots to City sweeping services (which will assist City's compliance with stormwater regulations).

New Containers and Collection

Upon the effectiveness of the Agreement and per SB 1383 compliance services, Athens will procure and deploy new standardized 32-gallon barrels to all residential customers. Residential customers will have the opportunity to choose up to a total of 7 – minimum one of each - new black (solid waste: refuse + recyclables) or green barrels (organics: yard waste + food scraps). Athens will also collect and recycle old trash barrels if customers choose to discard their old barrels. Athens will conduct waste assessments for commercial and multi-family customers to assess service levels and to add an appropriately sized organics container.

Grant of Exclusivity, Construction and Demolition Debris

Approval of the Agreement will grant Athens exclusivity for construction and demolition (C&D) debris collection and handling. Following the effective date of the Agreement, City staff will issue notification of the exclusive franchise agreement to any commercial waste haulers providing C&D hauling services in the City. The commercial waste haulers may continue to provide C&D hauling services up to five years after notification. Athens' exclusive right to C&D debris collection and handling will begin on the earliest date permissible in compliance with Public Resources Code Section 49520.

Addressing the High-Diversion Facility Requirement

Per SB 1383 regulations, all jurisdictions with a two-container collection service must send their black container material (non-organic solid waste mixed with recyclables) to a high-diversion organic waste processing facility. A high-diversion organic waste processing facility must meet an organics recovery efficiency rate of 75% by 2025 (50% in 2022). If a facility fails to meet this standard, it may not be used as a destination facility for black container material in a two-container collection system, and doing so may subject a jurisdiction to enforcement action. Alternatively, a jurisdiction may implement a three-container collection service where recyclables and organics are source separated from other solid waste.

To date, there is one organic waste processing facility in the state that qualifies as a high-diversion organic waste processing facility. This facility is located in San Jose and services the

Bay Area. Athens is developing a new Materials Recovery Facility and Transfer Station located in the City of Irwindale which will be operational in early 2025. Though this facility will be one of the most technologically advanced in the country, it has not yet been determined if its recovery rate will be high enough to qualify it as a high-diversion organics waste processing facility. For this reason, upon approval of the Agreement, Athens and City Staff will meet, no later than September 1, 2025, to discuss a transition to a three-container system in which each customer will receive at least one green container for organic waste, one blue container for recyclable materials, and one container for all other solid waste. Furthermore, while the City has a two-container collection system, Athens' obligation to indemnify, hold harmless and defend City indemnitees will not extend to any liability in connection with the nonuse of a high-diversion organic waste processing facility for materials deposited in black containers.

Fees Paid to City and Updates to Rate Schedule

The new Agreement eliminates the charge for Bus Stop Barrel Collection and City Garage and Parking Lot Sweeping Services (approximately $40,000 per year). In the event that a notice of intent to cancel the automatic one-year extensions of the Agreement is issued, Athens will bill the City its then-existing monthly rates for both services.

The City will receive a Solid Waste Handling Fee of $84,782.90 under the current Agreement in November 2024 and will continue to receive a Solid Waste Handling Fee every seven . The Solid Waste Handling Fee will be adjusted in proportion to the percentage change in the CPI for the seven previous twelve-month periods (March through February). In the event that a notice of intent to cancel the automatic one-year extensions of the Agreement is issued, Athens will not be obligated to pay the Solid Waste Handling Fee. In addition, the City will continue to receive, on a quarterly basis, twenty-five percent of the net revenue generated from sales of recyclable materials collected by Athens within the City (Recycling Revenue).

The current Rate Schedule includes a Billing Fee and a Recycle Rate. The new Agreement consolidates both fees into the two maximum service rate components: the operations component and the disposal component. The operations component is adjusted annually in proportion to the percentage change in CPI for the immediately previous twelve-month period (March through February). The disposal component is adjusted annually in proportion to the increase or decrease in gate rates/tipping fees and cannot exceed the percentage change in CPI. The new Agreement increases the franchise fee from 9.4% to 10% and is applied to all gross receipts received by Athens under the new Agreement.

Wind Down of Term

The new Agreement outlines the term of the Agreement and "wind down" process, in the event either party chooses to terminate the Agreement in the future. The term of the Agreement will continue through December 1, 2031, with an automatic one-year extension every year so that the term remains at a constant seven years (seven-year rolling term). If

either Athens or the City chooses to terminate the automatic extensions of the Agreement and thereby wind down the term, a written Notice of Intent to Wind Down must be issued by the terminating party. A meet and confer period of 90 days will then commence to provide negotiation sessions to discuss rescission of the Notice of Intent to Wind Down. Upon conclusion of the meet and confer period, if the terminating party chooses to move forward with termination, they must deliver a written Notice of Effective Wind-Down. Upon the issuance of such notice, the Agreement will remain in full force and effect for a seven-year fixed term beginning on the date upon which the Notice of Intent to Wind Down was received by the non-terminating party.

Per the Agreement, upon issuance of a Notice of Effective Wind-Down, Athens will bill the City its then-existing monthly rates for Bus Stop Barrel Collection and City Garage and Parking Lot Sweeping Services.

The Agreement also addresses the unlikely possibility of an invalidation of rates either through a valid majority protest pursuant to Proposition 218, or some other application of applicable law or conclusive legal challenge. The risk of an invalidation action is that the City may not have the legal authority to charge customers high enough rates that will adequately cover the cost of Athens' services. In the event of an invalidation action, and upon notice to Athens of the action, the City and Athens will meet and confer, specifically to discuss revising rates, services, and/or programs. If an agreement cannot be reached, Athens may choose to terminate the Agreement.

Proposition 218

The implementation of the new Agreement is contingent upon the culmination of proceedings relating to Proposition 218 (holding a noticed public hearing and no majority protest) and the City Council's approval of the rates set forth in the new Agreement. The public hearing must be held at least 45 days after notice is mailed to property owners and customers (Attachment 3). City staff recommends approval of a resolution setting the Proposition 218 public hearing date to November 20, 2024, or such other date selected by the City Manager.

Next Steps

1. Upon Council's approval of the proposed Agreement, provide mailed notice and conduct a Proposition 218 Public Hearing for proposed rate adjustments on November 20, 2024.
2. Upon effective date of the new Agreement, Athens to begin procurement of new residential barrels and conduct waste assessments for commercial and multi-family customers.
3. Upon effective date of new Agreement, Athens begins SB 1383 services.
4. With 5 days following the effective date of the new Agreement, City staff to issue notices of exclusivity to commercial waste haulers providing C&D hauling services in the City.
5. New residential barrel deployment to begin Spring 2025.
6. Staff to continue implementation and education regarding new collection services, among other state-mandated requirements.

Fiscal Impact

If approved by the City Council, residential and commercial solid waste rates, which are paid by customers directly to Athens, will be adjusted to accommodate the additional organics collection and recycling services required by SB 1383. Residential customers will receive a total 22.75% rate adjustment and commercial customers will receive a 14% rate adjustment plus the cost of organics collection (cost will vary depending on service levels).

The gross receipts basis for the franchise fee will be updated and the franchise fee will be increased from 9.4% to 10%.

Key Performance Indicators and Strategic Plan

This item is in line with Task 4a of the City's Strategic Plan: Implement Climate Action Plan for environmental initiatives. It also aligns with the City's Green Action Plan, Goal III, to divert organics from landfill and to implement the requirements of Senate Bill 1383.

Commission Review and Recommendation

This contract approval item was not reviewed by a commission; however, the development of the service model and priorities associated with Athens' services have previously been discussed at-length by the Natural Resources and Environmental Commission and the Athens' Contract Ad Hoc Committee which consisted of two councilmembers and two Natural Resources and Environmental Commission commissioners.

Environmental Analysis

City staff has evaluated the entering into of the proposed Exclusive Franchise Agreement and approval of the Proposed Rate Adjustments for purposes of compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq*.) (CEQA) and the California CEQA Guidelines and has determined that approval of the Exclusive Franchise Agreement and Proposed Rate Adjustments are intended to implement State mandated requirements of the California Senate Bill (SB) 1383, Short-lived Climate Pollutant Reduction Act of 2016. Pursuant to CEQA Guidelines Section 15308, Class 8, "Actions by Regulatory Agencies for Protection of the Environment," these actions are exempt from further review under CEQA. The development and implementation of the amended services is a requirement of the California Department of Resources Recycling and Recovery (CalRecycle), and is exempt from CEQA because it is an action pursuant to a regulatory requirement to assure the protection of the environment, and involves procedures for protection of the environment. Furthermore, the amended services apply to the City's existing volume of generated solid waste, where there is no expansion of use, and is therefore exempt from the CEQA analysis based on State CEQA Guidelines requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Attachment:
Attachment 1_Proposed 2024 Exclusive Solid Waste Handling Services Agreement
Attachment 2_Proposition 218 Resolution
Attachment 3_Prop 218 Notice of Public Hearing
Attachment 4_ 10.18.23 City Council Staff Report



EXCLUSIVE SOLID WASTE HANDLING AGREEMENT

Between the

City of South Pasadena

and

Arakelian Enterprises, Inc. (dba Athens Services)

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EXHIBIT 1: MAXIMUM SERVICE RATES
EXHIBIT 2: BUS STOP BARREL COLLECTION SCHEDULE
EXHIBIT 3: STREET SWEEPING
EXHIBIT 3-A: APPROVED SWEEPING PLAN
EXHIBIT 4: LIST OF ACCEPTABLE ORGANIC WASTE MATERIALS

EXCLUSIVE SOLID WASTE HANDLING AGREEMENT

This **AGREEMENT FOR EXCLUSIVE SOLID WASTE HANDLING SERVICE** ("Agreement") is dated as of October 2, 2024, by and between the **City of South Pasadena ("City")**, a general law city and municipal corporation, and Arakelian Enterprises, Inc. (dba Athens Services), a California corporation **("Contractor")**, for the collection, transportation, recycling, processing, composting, and disposal of solid waste, recyclables, and organic materials.

RECITALS

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all solid waste within their jurisdictions.

B. Pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City of South Pasadena has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to a qualified solid waste enterprise for solid waste handling services within the City limits.

C. City previously entered a franchise agreement for Refuse and Recyclable Materials Collection, Transportation, and Disposal with Contractor dated November 6, 1996 (the "Prior Agreement"). The Prior Agreement has been previously amended two (2) times, on November 6, 2000 and November 15, 2017. It is the desire of the parties by entering this Exclusive Solid Waste Handling Agreement to restate existing obligations and add services, in order to bring City into compliance with Applicable Law, in a single document.

D. City and Contractor are mindful of the provisions of the laws governing the safe Collection, Transport, Recycling, and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Contractor desire to leave no doubts as to their respective roles, and to memorialize that by entering into this Agreement. City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Contractor, not City, who is "arranging for" the Collection, Transport for Disposal, Composting, and Recycling of municipal Solid Waste in the City which may contain hazardous substances. City and Contractor understand and agree that it is Contractor, and not City, who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its Collection methods, nor supervise the Collection process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor, and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement.

E. City and Contractor are mindful of recent laws adopted by the State of California, with which the City must comply, intended to divert recyclables and organic materials from being landfilled. AB 341 mandates that commercial waste generators arrange for recycling services. AB 1826 mandates that commercial waste generators recycle their organic waste. AB 1594 excludes organic material from being counted as Alternative Daily Cover (ADC). SB 1383 Regulations require jurisdictions to provide organic waste collection services.

F. City and Contractor further desire to confirm that Contractor has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional Collection, Transportation and/or Disposal of Hazardous Substances that may occur in connection with Contractor's performance under this Agreement. Contractor has agreed, as part of this Agreement, to provide such services as are necessary or desirable to ensure City complies with the requirements of AB 939 and Public Resources Code Section 40000, *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties hereby agree as follows**:**

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1 Definitions

For the purpose of this Agreement, the definitions contained in this Article 1 apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The meaning of terms or words not defined in this Article will be as commonly understood in the solid waste collection services industry when the common understanding is uncertain. In the event of a conflict between a definition in this Agreement and a definition in Title 14 California Code of Regulations Section 18982, the definition in Section 18982 shall control.

1.1 AB 341

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statues of 2011 [Chesbro, AB 341]), as it may be amended from time to time. AB 341 requires businesses, defined to include Commercial or public entities that generate more than 4 cubic yards of Solid Waste per week or Multi-Family Premises, to arrange for Recycling services and requires jurisdictions to implement a Commercial Solid Waste Recycling program.

1.2 AB 827

"AB 827" means State of California Assembly Bill No. 827 approved October 2, 2019, as it may be amended from time to time. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or mandated to recycle organics under AB 1826 ("MOR") or SB 1383 and that provide customers access to the business, to provide customers with a recycling bin and/or organics collection bin for those waste streams that is visible, easily accessible, and adjacent to each bin or container for trash.

1.3 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989 (CIWMA), currently codified as California Public Resources Code Section 40000 et seq. as it may be amended from time to time.

1.4 AB 1826

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014) as it may be amended from time to time. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an organic waste recycling program to divert from the landfill organic waste from businesses. Each business meeting specific Organic Waste or Solid Waste generation thresholds phased in over time, is required to arrange for Organic Waste Recycling services.

1.5 Agreement

"Agreement" means this amended and restated agreement between the City of South Pasadena and Arakelian Enterprises, Inc, for Exclusive Solid Waste Handling Services including all exhibits and attachments, and any amendments.

1.6 Applicable Law

"Applicable Law" means all Federal, State, County of Los Angeles ("County"), and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Solid Waste.

1.7 Automated Collection Service

“Automated Collection Service” means Collection of Solid Waste, by automated Collection vehicles, from Containers supplied by the Contractor and stored in, and returned to, a location determined by Contractor on that Customer’s Premises but in no event in the City’s public right-of-way.

1.8 Back-Haul

“Back-haul” means generating and transporting Recyclable Materials or Organic Waste by the Waste Generator to a destination owned and operated by Waste Generator using the generator's own employees and equipment.

1.9 Barrel

“Barrel” means a plastic Container with a separate lid, without wheels, and with a capacity of approximately 32 gallons, supplied by Contractor for the deposit and Collection of Solid Waste and manually serviced by a Collection vehicle.

1.10 Bin

“Bin” means a metal or plastic waste Container designed or intended to be mechanically serviced by a commercial front-end loader vehicle, supplied by Contractor. It shall be designed to hold from one (1) to six (6) cubic yards of material with the lid properly closed.

1.11 Biohazardous or Biomedical Waste

“Biohazardous or Biomedical Waste” means any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included is waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.

1.12 Black Container

“Black Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the storage and collection of Solid Waste, excluding Source Separated Green Container Organic Waste.

1.13 Bulky Items

"Bulky Items" means large and small household appliances, furniture, carpets, mattresses, White Goods, clothing, tires, and other similar Solid Waste and oversized yard waste such as tree trunks and large branches if no larger than two (2) feet in diameter and four (4) feet in length and similar large items discarded from Customer Premises. Bulky Items do not include Excluded Waste, car bodies, car parts, tires, Construction and Demolition Debris or (except for appliances/White Goods described above) items that cannot reasonably be moved with equipment of the type which, pursuant to industry standards, would normally be carried in a truck Collecting Bulky Items. In the event a question arises as to whether a specific item, or category of items meets the definition of Bulky Items, the Contractor shall be responsible for determining whether said definition shall apply.

1.14 Bus Stop Barrel Collection

“Bus Stop Barrel Collection” means emptying the bus stop Barrel(s) and Collecting Solid Waste therein, supplying the new Barrel liner, and replacing the Barrel liner.

1.15 Business Day

“Business Day” means any Monday through Friday, excluding any Holidays.

1.16 C&D Processing Facility

"C&D Processing Facility" means any facility that is designed, operated, and legally permitted for the purpose of receiving and Processing C&D.

1.17 California Code of Regulations or CCR

"California Code of Regulations" or "CCR" means the State of California Code of Regulations, as amended from time to time. CCR references in this chapter are preceded with a number that refers to the relevant title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

1.18 CalRecycle

"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the department designated with responsibility for developing, implementing, and enforcing SB 1383 regulations on cities (and others).

1.19 Cart

"Cart" means a plastic container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than thirty-two (32) gallons and no greater than one hundred and one (101) gallons. Cart sizes vary depending on the manufacturer, and any reference to Cart sizes in this Agreement is an approximation.

1.20 CERCLA

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as may be amended and regulations promulgated thereunder.

1.21 City

"City" shall mean the City of South Pasadena including any Premises which may be annexed and thereby added to the City limits following the Effective Date.

1.22 City Facility

"City Facility(ies)" means any building or other site owned or leased by the City or otherwise used regularly and significantly by the City for municipal business and the space therein occupied by more than seventy-five percent (75%) by employees or contractors of the City.

1.23 Collect, Collection, or Collecting

"Collect," "Collection," or "Collecting**"** means to take physical possession of, Transport, and remove Solid Waste from Premises.

1.24 Commercial Business or Commercial

"Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Premises, or as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five units is not a commercial business for the purposes of this Agreement.

1.25 Commercial Edible Food Generators

"Commercial Edible Food Generators" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

1.26 Community Composting

"Community Composting" means any activity that composts Green Waste, agricultural material, Food Scraps, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred and fifty (750) square feet as specified in 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

1.27 Compactor

"Compactor" means any Bin or Roll-Off Box that has a compaction mechanism, whether stationary or mobile.

1.28 Compost or Composting

"Compost" or "Composting" has the same meaning as in 14 CCR Section 17896.2(a)(4), as may be amended from time to time, and means the product resulting from the controlled biological decomposition of Organic Waste that are Source Separated from the municipal waste stream, or which are separated at a centralized facility.

1.29 Construction and Demolition Debris or C&D

"Construction and Demolition Debris," "C&D Debris," or "C&D" means any Solid Waste generated at a Premises that is directly related to construction or demolition activities. These activities include, but are not limited to, construction, demolition, remodeling, grading, land clearing, or renovation on any Residential Premises, Commercial, institutional, or industrial building, road, driveway, walkway, or other structure. C&D Debris includes but is not limited to concrete, asphalt paving, asphalt roofing, lumber, gypsum board, rock, soil, and metal.

1.30 Container

"Container" means any and all types of receptacles used for Solid Waste Handling Services, including Barrels, Bins, Carts, and Roll-Off Boxes.

1.31 Container Contamination or Contaminated Container

"Container Contamination" or "Contaminated Container" means a Container, regardless of color, that contains Prohibited Container Contaminants or contaminants otherwise defined in 14 CCR Section 18982(a)(55) or Excluded Waste.

1.32 Contamination Fee

"Contamination Fee" means an amount charged by Contractor to Customers to offset Contractor's additional costs or diminished revenue due to Prohibited Container Contaminants.

1.33 Consumer Price Index (CPI)

"Consumer Price Index (CPI)" means the Consumer Price Index for All Urban Consumers Series ID: CUURS49ASA0, Not Seasonally Adjusted, All Items, Los Angeles-Long Beach-Anaheim, CA as maintained and published by the United States Bureau of Labor Statistics, or its successor index, and is used to calculate the Maximum Service Rates as it pertains to this Agreement.

1.34 Contractor

"Contractor" shall mean Arakelian Enterprises, Inc. or any party permitted pursuant to the terms hereof to become the successor or assignee thereof.

1.35 Customer

"Customer" means any Person receiving and billed for services provided by Contractor under this Agreement, within the City.

1.36 Disposal or Dispose

“Disposal” or “Dispose” means the ultimate disposition of Solid Waste Collected by the Contractor at a permitted landfill or other permitted Solid Waste Disposal Facility, as defined in California Public Resources Code 40192.

1.37 Disposal Facility(ies) or Site(s)

“Disposal Facility(ies)” or “Disposal Site(s)” means the facility or facilities utilized for the ultimate Disposal of Solid Waste Collected by the Contractor.

1.38 Diversion or Diverted

“Diversion” or “Diverted” means any combination of waste prevention (source reduction), Recycling, reuse and Composting activities that reduces Solid Waste Disposed at landfills.

1.39 Dwelling Unit

“Dwelling Unit” means a building or a portion thereof, designated for residential occupation by one individual or a group of two or more individuals living together as a domestic unit.

1.40 Edible Food

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code (California Health and Safety Code §§ 113700 *et seq*.).

1.41 Effective Date

"Effective Date” has the meaning set forth in Section 4.3 of this Agreement.

1.42 Environmental Laws

“Environmental Laws” means the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

1.43 Excluded Waste

“Excluded Waste” means Hazardous Substances, Hazardous Waste, Medical Waste, Biohazardous or Biomedical Waste, Universal Waste, infectious waste, designated waste, volatile, corrosive, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land

use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

1.44 Food Recovery

"Food Recovery" means actions to Collect and distribute food for human consumption which otherwise would be Disposed.

1.45 Food Recovery Organization

"Food Recovery Organization" means an entity that primarily engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, or as otherwise defined in 14 CCR Section 18982 (a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

1.46 Food Recovery Service

"Food Recovery Service" means a Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26).

1.47 Food Scraps

"Food Scraps" means discarded food that will decompose and/or putrefy and is segregated for Collection and Recycling that is accepted for Disposal and Processing by the applicable Processing facility utilized by Contractor under this Agreement. Food Scraps may include, but is not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

1.48 Food-Soiled Paper

"Food-Soiled Paper" means compostable paper material that has come in contact with food or liquid, such as compostable paper plates, paper coffee cups, napkins, and pizza boxes. Food-Soiled Paper does not include Non-Compostable Paper.

1.49 Food Waste

"Food Waste" means Source Separated Food Scraps, Food-Soiled Paper, and 100 percent fiber-based compostable dinnerware. Food Waste is a subset of Source Separated Green Container Organic Waste as specified in Exhibit 4.

1.50 Franchise

“Franchise” means the exclusive right and privilege to provide Solid Waste Handling Services within the City granted by City to Contractor pursuant to the City’s authority under Article 11, Section 7 of the State of California Constitution, and Section 40059 of the Public Resources Code.

1.51 Franchise Area

“Franchise Area” means all Premises within the City Limits, including Premises which may be annexed and thereby added to the City limits following the Effective Date.

1.52 Franchise Fee

“Franchise Fee” means the franchise fee set forth and more fully defined in Section 9.1 hereof.

1.53 Green Container

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for storage and Collection of Source Separated Green Container Organic Waste.

1.54 Green Waste

“Green Waste” means Solid Waste consisting of any vegetative waste generated from the maintenance or alteration of Residential, Commercial Premises including, but not limited to, grass clippings, leaves, tree trimmings, prunings, brush, weeds, flowers, herbs, and holiday trees and excluding cacti, succulents, yucca, and palm fronds; provided, it shall not include those materials which are not appropriate for Compost (such as tree trunks, more than four inches (4") in diameter or four feet (4') in length, or palm fronds).

1.55 Gross Receipts

“Gross Receipts” includes all monies, fees, charges, consideration, and revenue received by Contractor for the provision of Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this Agreement. Gross Receipts includes the amounts collected from monthly Customer charges for the Collection of Solid Waste, any Franchise Fees or other fees imposed and collected pursuant to this Agreement, and amounts collected in connection with Temporary Services. Notwithstanding any provision to the contrary in this Agreement, Gross Receipts shall not include revenues received by Contractor from the sale of Recyclable Materials or other materials Diverted from Disposal, Compost or Organics-derived products or energy, grants, cash awards or rebates. Amounts collected as Contractor’s “Recycling Revenue Sharing” and paid to City as specified in Section 9.2 shall be deducted from Gross Receipts.

1.56 Hauler

“Hauler” means the entity to whom the City Council shall have awarded a contract, or shall have been otherwise authorized to receive, Collect, carry, haul, Transport, and Dispose of any and all Solid Waste within the City.

1.57 Hauler Route

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the Contractor’s routes in the City.

1.58 Hazardous Substance

“Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable Federal, State or local environmental laws currently existing or hereafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

1.59 Hazardous Waste

"Hazardous Waste" means all Hazardous Substances and substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

1.60 High Diversion Organic Waste Processing Facility

"High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022, and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for organic waste received from the mixed waste organic collection stream as defined in 14 CCR Section 17402(a)(11.5); or as otherwise defined in 14 CCR Section 18982(a)(33).

1.61 Holiday

"Holiday" means New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

1.62 Household Hazardous Waste

"Household Hazardous Waste" ("HHW") means waste resulting from products purchased by the general public for household use which, because of its quantity, concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, Disposed or otherwise managed, or, in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit any of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per 22 CCR Section 66261.3.

1.63 Invalidation Action

"Invalidation Action" means any event or action the result of which City is unable (i) by operation of Applicable Law, (ii) a valid majority protest pursuant to Proposition 218, or (iii) final and conclusive legal challenge, to approve or implement the establishment or adjustment of any Maximum Service Rate(s) that would otherwise be due and payable to Contractor under this Agreement, in whole or in part, but for such event or action.

1.64 Large Event

"Large Event" as defined in 14 CCR Section 18982(a)(38) means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

1.65 Large Venue

"Large Venue" as defined in 14 CCR Section 18982(a)(39) means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a large venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

1.66 Local Education Agency

"Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste.

1.67 Manual Barrel Collection Service

"Manual Barrel Collection Service" means manual Collection of Solid Waste from Barrels supplied by the Contractor that includes the movement by Contractor's employees of Barrels from the Customer's backyard, side yard, driveway, garage, or other location approved by Contractor, and returned to, such location on that Customer's Premises, but in no event in the City's public right-of-way.

1.68 Materials Recovery Facility

"Materials Recovery Facility" or "MRF" means a facility where Solid Waste (not including Source Separated Green Container Organic Waste) or Recyclables are sorted or separated for the purposes of Recycling, Processing or Composting.

1.69 Maximum Service Rate(s)

"Maximum Service Rate(s)" means the maximum amount that Contractor may charge for the services listed in Exhibit 1 of this Agreement, as such exhibit and amounts may be amended or adjusted in accordance with the provisions of this Agreement.

1.70 Medical Waste

"Medical Waste" means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by any State or Federal law or regulation, all as currently enacted or subsequently amended.

1.71 Mulch

"Mulch" means a layer of material applied on top of soil, and, for the purposes of this Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

(1) Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5) (A)(1) through (3).

(2) Was produced at one or more of the following types of facilities: a. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); b. Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or, c. a Solid Waste landfill as defined in Pub. Res. Code Section 40195.1.

1.72 Multi-Family or Multi-Family Premises

"Multi-Family" or "Multi-Family Premises" means a Premise with five (5) or more Dwelling Units.

1.73 Municipal Code

"Municipal Code" means the South Pasadena Municipal Code.

1.74 Non-Collection Notice

"Non-Collection Notice" means a form developed by Contractor and approved by the City to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by Contractor pursuant to this Agreement.

1.75 Non-Compostable Paper

"Non-Compostable Paper" includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the Composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

1.76 Non-Organic Waste

"Non-Organic Waste" means Solid Waste excluding matter defined as Organic Waste.

1.77 Organic Waste or Organics

"Organic Waste" or "Organics" means Solid Waste containing material originating from living organisms and their metabolic waste products, including, but not limited to, Food Waste, Green Waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46), excluding animal carcasses not eaten on the Premises such as small rodents (e.g., mice and rats).

1.78 Overflow

"Overflow" means excess Solid Waste (i) placed inside a Container that prevents the lid on the Container from being completely closed (i.e., lid remains open greater than forty-five (45) degrees) or excess materials placed on top of or around a Container and (ii) could potentially result in excess materials spilling/dislodging during collection activity by Contractor's vehicles.

1.79 Overweight

"Overweight" means Solid Waste placed in a Container used for Collection services in excess of the manufacturer's recommended weight capacity for that Container.

1.80 Owner

"Owner" means the Person holding the legal title to the real property constituting the Premises to which Solid Waste Handling Services is to be provided under this Agreement or the Person holding legal title to the Disposal site, depending upon the context used in this Agreement.

1.81 Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State, the County, towns, cities, and special purpose districts.

1.82 Premises

"Premises" means any land, building, and/or structure within the City limits where Solid Waste is generated or accumulated.

1.83 Process, Processed, or Processing

"Process," "Processed," or "Processing" means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment.

1.84 Prohibited Container Contaminants

"Prohibited Container Contaminants" means any of the following: (i) discarded materials placed in any Container intended for Recyclable Materials that are not identified as acceptable Recyclable Materials for such Container; (ii) discarded materials placed in any Container intended for Organic Waste that are not identified as acceptable for Organic Waste for such Container; (iii) to the extent not encompassed in the foregoing, discarded materials placed in any Container not identified by Contractor or City as acceptable for such Containers; and (iv) Excluded Waste. Contamination shall be determined by Contractor's visual or digital inspection.

1.85 Public Works Director

"Public Works Director" means the Director of Public Works for the City of South Pasadena or his/her designee.

1.86 Recyclables or Recyclable Materials

"Recyclables" or "Recyclable Materials" means Solid Waste consisting of any material which retains useful properties and can be reclaimed after the production or consumption process.

1.87 Recycle or Recycling

"Recycle" or "Recycling" means the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused, or reconstituted products that meet the quality standards to be used in the marketplace. Recycling does not include Transformation as defined in Public Resources Code Section 40201.

1.88 Recovered Organic Waste Products

"Recovered Organic Waste Products" means products made from California, landfill-diverted, recovered Organic Waste Processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

1.89 Renewable Natural Gas or RNG

"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been Diverted from a landfill and processed at an in-vessel digestion Facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, as defined in 14 CCR Section 18982(a)(62).

1.90 Residential or Residential Premises

"Residential" or "Residential Premises" means all Single-Family Premises.

1.91 Roll-Off Box

"Roll-Off Box" means Solid Waste Collection Containers of ten (10) cubic yards or larger, including Compactors.

1.92 Route Review

"Route Review" means a visual inspection of Containers along a Hauler Route as specified in Section 5.13.1 of the Agreement.

1.93 SB 1383

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

1.94 SB 1383 Regulations

"SB 1383 Regulations" means or refers to, for the purposes of this Agreement, the Short-Lived Climate Pollutants: Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR as amended from time to time.

1.95 Self-Haul, Self-Hauler, or Self-Hauling

"Self-Haul," "Self-Hauler," or "Self-Hauling" means a Person, who hauls Solid Waste, Recyclable Materials, or Organic Waste, that he or she has generated to an appropriate Processing facility. Self-Hauler also includes a Person who Back-Hauls.

1.96 Seniors

"Seniors" means a resident sixty-two years of age or older.

1.97 Single-Family Premises

"Single-Family Premises" means Premises with fewer than five (5) Dwelling Units.

1.98 Solid Waste

"Solid Waste" has the same meaning as defined in the California Public Resources Code Section 40191, which includes all discarded putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage,

trash, refuse, rubbish, C&D, industrial waste, Bulky Items, and any other discarded solid, semisolid, and liquid waste permitted to be Disposed of at a Class III landfill and which are included within the definition of "Nonhazardous Solid Waste" set forth in the California Code of Regulations, as it may be amended from time to time. Solid Waste includes Recyclable Materials and Organic Waste, unless specified otherwise in the Agreement, but does not include Excluded Waste.

1.99 Solid Waste Handling Services

"Solid Waste Handling Services" means the Collection, Transfer, Transportation, Recycling, Processing, and Disposal of Solid Waste.

1.100 Source Separated

"Source Separated" means materials that have been separated or kept separate from the waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Agreement, Source Separated shall include separation of materials by the generator, property Owner, property Owner's employee, property manager, or property manager's employee into different Containers for the purposes of Collection and/or Processing. Organic Waste and Non-Organic Waste are separated for the purposes of Collection and/or Processing.

1.101 Source Separated Green Container Organic Waste

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste and meets the requirements established by the Contractor as set forth in Exhibit 4, as may be amended from time to time upon mutual agreement of City and Contractor.

1.102 State

"State" means the State of California.

1.103 Street Sweeping Service

"Street Sweeping Service" means the services specified in Section 6.4 of this Agreement.

1.104 Term

"Term" has the meaning ascribed in Section 4 of this Agreement.

1.105 Temporary Service

"Temporary Service" means Solid Waste Handling Services provided by Contractor on an as needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup, or other projects, and by use of temporarily placed Bins or Roll-Off Boxes.

1.106 Tier One Commercial Edible Food Generators

"Tier One Commercial Edible Food Generator" as defined in 14 CCR Section 18982(a)(73) means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982(a)(73):

A. Supermarket.

B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

C. Food Service Provider.

D. Food Distributor.

E. Wholesale Food Vendor.

1.107 Tier Two Commercial Edible Food Generators

"Tier Two Commercial Edible Food Generator" as defined in 14 CCR Section 18982(a)(74) means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982(a)(74):

A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

B. Hotel with an on-site food facility and 200 or more rooms.

C. Health facility with an on-site food facility and 100 or more beds.

D. Large Venue.

E. Large Event.

F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

G. A Local Education Agency with an on-site food facility.

1.108 Tipping Fees

"Tipping Fees" means the all-inclusive costs or charges imposed by a properly permitted Disposal Site, MRF, or Organic Waste Processing facility for Disposal or Processing of Solid Waste.

1.109 Transfer

"Transfer" means the act of transferring Solid Waste Collected by Contractor from Contractor's Collection vehicles into larger vehicles at a transfer facility for Transport to other facilities for Processing or Disposing of such materials.

1.110 Transportation or Transport

"Transportation" or "Transport" means the act of delivering Solid Waste from one location to another.

1.111 Transformation

"Transformation" means incineration, pyrolysis, distillation, or biological conversion other than Composting. Transformation does not include biomass conversion.

1.112 Universal Waste

"Universal Waste" means those Hazardous Wastes identified as universal wastes in 22 CCR Section 66261.9, including but not limited to: fluorescent bulbs and tubes; household batteries (e.g. D. AA, button-type, etc.); non-empty aerosol cans; electronic devices (e.g. televisions, computer monitors, cell phones, radios, video cassette recorders, etc.); and mercury containing devices (e.g. thermometers, thermostats, gauges, etc.), and generated by a Single-Family or Multi-Family residence. Universal Waste does not include any waste generated in the course of operating a business at a residence or business generated waste.

1.113 Waste Generator

"Waste Generator" means the Owner or occupant of Premises whose act initially produces Solid Waste that is subject to regulation under Federal, State, or local regulations.

1.114 White Goods

"White Goods" means discarded enameled household appliances, such as refrigerators, freezers, stoves, washer/dryers, water heaters, dishwashers, trash compactors and similar items.

1.115 Workday

"Workday" means any day, Monday through Saturday, which is not a Holiday as set forth in Section 1.61 of this Agreement.

2 Representation and Warranties of Contractor and City

2.1 Mutual Cooperation

City and Contractor will reasonably cooperate in good faith with all efforts by each other to meet City's Diversion and other compliance requirements imposed by Applicable Law. In this regard, City's obligations include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to Contractor's Recycling, Organic Waste, or Solid Waste programs as may be reasonably requested by Contractor in order to achieve minimum annual CalRecycle Diversion as required of the City under Public Resources Code Section 41780.

2.2 Diversion

Contractor shall implement the Diversion programs set forth in this Agreement such that City will achieve minimum annual CalRecycle Diversion as required of City under Public Resources Code Section 41780. In this regard, Contractor agrees that it shall provide, undertake and perform the following at its sole cost and expense, in addition to any other Agreement requirement:

a. Assist City in responding to inquiries from CalRecycle or any other regulatory agency relating to this Agreement;

b. Assist City in preparing for, and participating in, CalRecycle's biannual review of City's Source Reduction and Recycling Element (SRRE) pursuant to Public Resources Code Section 41825;

c. Assist City in applying for any extension, including under Public Resources Code Section 41820, if so, directed by City;

d. Assist City in any hearing conducted by CalRecycle, or any other regulatory agency, relating to City's compliance with Applicable Law relating to this Agreement;

e. Assist City with the development of and implementation of a public awareness and education program that is consistent with City's SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Law;

f. Provide City with Recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Law;

g. Be responsible for and pay, any fees, penalties or other costs imposed against City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of the Diversion requirements, set forth in Public Resources Code Section 41780 to the extent arising from or in any way related to Contractor's performance of its obligations under this Agreement.

2.3 Exception

Notwithstanding other provisions of this Agreement, Contractor's obligations in this Article 2 will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its officers or employees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers, or (iv) as limited by Public Resources Code Section 40059.1.

3 Conditions Governing Services Provided by Contractor

3.1 Grant of Exclusive Agreement

City hereby grants to Contractor, and Contractor accepts, on the terms and conditions set forth herein, an exclusive Franchise within the corporate limits of the City. The Franchise granted to Contractor shall be the exclusive right and privilege to Collect, Transfer, Transport, handle, Process, Recycle, and Dispose of in a lawful manner, all Solid Waste, Recyclable Materials, Organic Waste (including Green Waste and Food Waste), and C&D Debris accumulating in the City in accordance with the City's Municipal Code, for the Term of and within the scope set forth in this Agreement; provided, however, that if it has not done so, City shall, within five (5) days after the Effective Date, issue notice concerning C&D exclusivity hereunder in compliance with Public Resources Code Section 49520 and the exclusive right and privilege to Collect, Transfer, Transport, handle, Process, Recycle, and Dispose C&D Debris in the City shall commence on the earliest date permissible in compliance with Public Resources Code Section 49520.

3.1.1 Annexation

If during the term of the Agreement, additional territory within or adjacent to the City is acquired by City through annexation, subject to the requirements of Public Resources Code Section 49520, Contractor agrees to provide Solid Waste Handling Services in such annexed area in accordance with the provisions and Maximum Service Rates set forth in this Agreement.

3.2 Recyclable Materials and Organic Waste Discarded by Customer

Any Person may sell Recyclable Materials or Organic Waste or donate Recyclable Materials or Organic Waste to Persons other than Contractor, provided: (1) the Recyclable Materials or Organic Waste must be Source Separated from and not mixed with other Solid Waste; and (2) the seller/donor may not pay the buyer/donee any consideration for Collecting, Processing or Transporting such Recyclable Materials or Organic Waste. A discount or reduction in the price for Collection, Disposal and/or Recycling services for any form of un-segregated or segregated Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste and such Solid Waste does not qualify for this exception. However, once the Recyclable Materials or Organic Waste have been placed in the Collection Container and the Container set out for Collection, the Recyclable Materials or Organic Waste is subject to Contractor's Franchise.

3.3 Exclusions of Exclusivity

The following are excluded from the Franchise:

3.3.1 Specialized Recyclable Materials

If Contractor is unable or unwilling to Collect and Process for Diversion Excluded Waste and/or waste to which a third party is able to sell or donate as specified in Section 3.2.

3.3.2 Byproduct of Food and Beverage Processing

Under AB 3036 (2018), certain byproducts from the Processing of food or beverages from agricultural or industrial sources, provided they are Source Separated and used as animal feed, are exempted from this Agreement. Entities requesting exemption must apply to the City and be any of the following: registered pursuant to Section 110460 of the Health and Safety Code or be exempted from registration pursuant to Section 110480 of the Health and Safety Code, or be a beer manufacturer as defined in Section 23012 of the Business and Professions Code, or a distilled spirits manufacturer as defined in Section 23015 of the Business and Professions Code.

3.3.3 Gardening or Landscape Services

Green Waste removed from a Premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service are exempted from the Franchise.

3.3.4 Community Composting

Any Person performing Community Composting.

3.3.5 Structural Work Under a Proper Building Permit

Any Person permitted to Collect, Transport and Dispose of building material residue resulting from structural work under a proper building permit issued by the City as provided in Municipal Code Section 16.5 or a successor section.

3.4 South Pasadena Municipal Code

The provisions of the Municipal Code relating to Collection, Transfer, Transportation, handling, Processing, Recycling and Disposal are hereby incorporated into and made a part of this Agreement, and whenever the provisions of the Municipal Code conflict with the terms of this Agreement, the terms of the Municipal Code shall supersede the provisions of this Agreement, provided, for the avoidance of doubt Contractor's obligations will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its officers or employees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers, or (iv) as limited by Public Resources Code Section 40059.1. In the event of a change in the Municipal Code, Section 15.2 (Change in Law) shall apply.

3.5 Prior Agreements

This Agreement amends and restates, and as a result, supersedes and replaces in its entirety all prior agreements or understandings between the City and the Contractor except that Section XIV.D (Insurance), Section XV (Indemnification) and Section XVII (Reports) of the Prior Agreement shall survive only to the extent it relates to services provided before the Effective Date. In the event this Agreement is deemed null, void and of no force or effect by a court of competent jurisdiction, the agreements and understandings in force or effect prior to the Effective Date herein, shall apply.

4 Term

4.1 Term

This Agreement shall become effective on the Effective Date and continue and through and including the close of business on December 1, 2031 ("Expiration Date"); provided, however that beginning December 1, 2025, and each January 1 thereafter, automatic one-year extensions shall be applied to the Expiration Date (each an "Automatic Extension") so that the term of this Agreement shall thereafter remain at a constant seven (7) years (as may be extended, "Term").

4.2 Wind Down of Term

4.2.1 Notice of Intent to Wind Down

No earlier than January 1, 2026, either party may issue a written notice of intent to cancel the Automatic Extension ("Notice of Intent to Wind Down"). The Notice of Intent to Wind Down may be issued by either party without cause.

4.2.2 Meet and Confer Period

The terminating party hereunder ("Terminating Party") shall host a minimum of two (2) negotiation sessions with the non-terminating party ("Non-Terminating Party") within ninety (90) days of the date upon which the Notice of Intent to Wind Down is received by Non-Terminating Party ("Meet and Confer Period"). The purpose of the Meet and Confer Period is to provide negotiation sessions to discuss, in good faith, recission of the Notice of Intent to Wind Down in exchange for an amendment(s) to the Agreement. City and Contractor may, but are not obligated to, meet more frequently than required, provided that no such conferences shall act to extend or delay the Meet and Confer Period unless expressly agreed to in writing by the Parties.

4.2.3 Notice of Effective Wind-Down

No later than the end of the Meet and Confer Period, if the Terminating Party elects to cancel the Automatic Extension, the Terminating Party must deliver written notice to the Non-Terminating Party that it has concluded efforts to meet and confer in good faith and the Automatic Extension is canceled ("Notice of Effective Wind-Down"). Upon Notice of Effective Wind-Down, the Agreement will remain in full force and effect for a seven (7) year fixed term beginning on the date upon which the Notice of Intent to Wind Down was received by the Non-Terminating Party, unless sooner terminated pursuant to this Agreement.

4.2.4 Effectiveness

Notwithstanding any provision in this Agreement to the contrary, the cancellation of the Automatic Extension shall not become effective if (i) City and Contractor mutually agree to approve and execute an amendment to this Agreement as provided herein; (ii) the Terminating Party fails to hold the minimum number of good faith negotiation sessions during the Meet and Confer Period, provided that the Non-Terminating Party has not unreasonably postponed or delayed the scheduling of such sessions; or (iii) the Terminating Party fails to issue its Notice of Effective Wind-Down within the ninety-day period prescribed herein. Further, if the City issues notices to Contractor hereunder, the notices must be approved in advance by a majority vote of City Council.

4.3 Effective Date

This Agreement is hereby deemed effective when all of the following have occurred: (i) signing and delivery of this Agreement on behalf of the individual(s) authorized to bind Contractor hereto; (ii) approval of the Agreement by the City Council; (iii) this Agreement has been signed and delivered on behalf of the City by the individual(s) authorized to enter this Agreement on the City's behalf; (iv) the culmination of any

proceedings relating to Proposition 218, resulting in the approval by City Council of the Maximum Service Rates specified in Exhibit 1; and (v) the City Attorney indicates and delivers in writing its approval of this Agreement as to form.

5 Collection Services Provided by Contractor

5.1 Standard of Services

The scope of services to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform all requirements of this Agreement. The scope of services to be performed by Contractor pursuant to this Agreement shall be accomplished in a manner so that Customers are provided Solid Waste Handling Services and other services described in this Agreement at all times in accordance with local industry practice in similarly situated jurisdictions.

5.2 Commingling of Materials

Contractor shall not commingle in a vehicle any Source Separated Green Container Organic Waste with other Solid Waste when Collected by Contractor unless otherwise approved by the Public Works Director, which shall not be unreasonably denied, conditioned, or delayed. Contractor shall not be deemed to have violated this Section where such materials were commingled prior to Collection by Customer or where the Container contains Prohibited Container Contaminants.

5.3 Collection of C&D

Contractor shall not be required to remove C&D Debris in the ordinary course of the Customer's regular Solid Waste Collection. Customers will be required to enter into separate Collection arrangements with Contractor for the Collection of such C&D Debris; provided, separate arrangements are not required for Customers that put out C&D Debris for Collection by Contractor if the work generating C&D Debris is minor in nature and is performed individually by Customer; provided, further, that such materials meet the volume and weight restrictions applicable to regular Collection of Solid Waste.

5.4 Collection Hours

Collection service must be provided, commencing no earlier than 7:00 a.m. and terminating no later than 5:00 p.m., Monday through Friday, and between the hours of 7:00 a.m. and 12:00 p.m., Saturday, except for Holidays in accordance with Section 10.2.2. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the City.

5.5 Collection Schedule and Routes

The schedule and routes for Solid Waste Collection shall be subject to approval of the Public Works Director, whose approval shall not be unreasonably denied, conditioned, or delayed. Contractor shall prepare and transmit to the Public Works Director a Solid Waste Collection, Bus Stop Barrel Collection, Street Sweeping Service, and City garage sweeping service schedule, together with a map of the Collection and Sweeping Service districts within the City.

5.6 Title to Solid Waste

Except as provided otherwise under Applicable Law, title to Solid Waste Collected by Contractor shall pass to Contractor at the time said materials are placed in Contractor's Collection vehicle and such title shall pass to parties that subsequently receive such materials upon deposit from Contractor.

5.7 Residential Collection Service System

5.7.1 Frequency and Scheduling of Service

Residential Collection service must be provided at minimum one (1) time per week for Source Separated Green Container Organic Waste Collection and one (1) time per week for other Solid Waste on a scheduled route basis. Residential Collection service must be scheduled so that all Customers receive Collection service

for all Customer Barrels or Bins on the same Workday unless the Public Works Director permits otherwise upon the request of Contractor.

5.7.2 Residential Manual Barrel Collection Service

5.7.2.1 Default Service

Except as specified in this Agreement, Contractor shall provide Manual Barrel Collection Service to all Residential Premises whose Solid Waste is properly containerized in Solid Waste Barrels. Contractor shall determine the appropriate Barrel size, type, frequency, and quantity for each Customer, subject to reasonable disapproval of City; provided that, as a default, Customers must receive, at minimum, one thirty-two (32) gallon green Barrel for Source Separated Green Container Organic Waste and one thirty-two (32) gallon black Barrel for other Solid Waste, and up to five additional Solid Waste Barrels, any combination of black or green, for a maximum seven (7) Barrels total. Extra Barrels, in addition to the default service, shall be subject to additional charge in accordance with Exhibit 1.

5.7.2.2 Supply and Placement of Residential Manual Barrels

Barrels shall be supplied by the Contractor and stored in, and returned to, a location on that Customer's Premises mutually and reasonably agreed to between Contractor and that Customer, but in no event in the City's public right-of-way.

5.7.2.3 Uncontainerized Materials

Notwithstanding any provision in this Agreement to the contrary, (i) Customers using Manual Barrel Collection Service may place clean cardboard next to their black Barrels and (ii) Food-Soiled cardboard must be placed inside the green Barrel; provided in each case, cardboard is flattened and stacked neatly. All other Solid Waste must be placed inside Customer's Barrels. Contractor shall not be required to Collect any other Solid Waste that is not placed inside a Barrel or Collect any Barrel that is Overflowing or Overweight.

5.7.2.4 Rates for Residential Manual Barrel Collection Service

Contractor shall provide Residential Customers with Manual Barrel Collection Service at the Maximum Service Rates specified in Exhibit 1.

5.7.3 Residential Automated Collection Service

To the extent Customers do not receive Manual Barrel Collection Service, Contractor shall provide Residential Premises with Automated Collection Service for Source Separated Green Container Organic Waste and/or other Solid Waste from acceptable Containers supplied by the Contractor and stored in, and returned to, a location on that Customer's Premises mutually and reasonably agreed to among Contractor and that Customer, but in no event in the City's public right-of-way. Residential Automated Collection Service shall be provided at the Maximum Service Rates specified in Exhibit 1. City shall make the final determination as to any disputes between Customer and Contractor arising from this provision related to Automated Collection.

5.8 Commercial Collection Service System, Including Multi-Family

5.8.1 Provision of Service

Contractor shall provide Solid Waste Collection services to Customers at Commercial Premises, including Multi-Family Premises, with Containers supplied by the Contractor. Contractor shall perform waste assessments at all Commercial Premises, including Multi-Family Premises, in the City to determine the appropriate number and size of Containers and Collection frequency for Solid Waste.

5.8.2 Default Service

Contractor shall determine the appropriate Container size, type, frequency, and quantity for each Customer; provided that, as a default, Customers will receive one 64-gallon Cart for Source Separated Green Container Organic Waste and one 1.5-cubic yard Bin for other Solid Waste. The appropriate Container size, type, frequency, and quantity for each Customer of Collection will be determined by Contractor, subject to reasonable disapproval of City, following a waste assessment. However, Container size, type, frequency, and quantity must be sufficient to comply with Applicable Law and such that no Solid Waste needs to be placed outside the Collection Container.

5.8.3 Location and Emptying of Containers

Contractor shall place Containers to ensure that the flow of traffic is not impeded. Contractor shall determine the Container location, provided that if City determines the Collection location is a nuisance or safety concern, City shall make the final determination as to where Containers shall be stored on Premises, and from where they will be Collected. Contractor shall replace empty Containers to their original location with gates or doors of enclosures secured after Collection is completed. A Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's front-loading Collection vehicles. A Cart shall be considered properly located for Collection if it is feasibly accessible by Contractor's side-loading Collection vehicles. Contractor shall not be required to Collect any Solid Waste that is not placed inside a Container or Collect any Container that is Overflowing or Overweight.

5.8.4 Commercial and Multi-Family Automated Collection Service

Contractor shall use Automated Collection Service to Collect Source Separated Green Container Organic Waste and other Solid Waste from all Commercial and Multi-Family Customers. Contractor shall not Collect Source Separated Green Container Organic Waste from Commercial Customers, including Multi-Family Customers, that have been granted a waiver by the City. Contractor shall Collect all Source Separated Green Container Organic Waste and other Solid Waste that is properly placed in Bins or Carts from all Commercial and Multi-Family Customers at minimum one (1) time per week, or more frequently if needed to handle the amount of Source Separated Green Container Organic Waste and/or other Solid Waste generated at the Premises, or to safeguard public health and safety.

5.9 Meet and Confer for Three-Container Collection Service

Notwithstanding any provision in this Agreement to the contrary, upon the request of any Party, the Contractor and City will meet and confer to discuss the transition of Collection services to a Citywide three-Container Source Separated Collection service in which each Customer will receive at least one (1) Container for Source Separated Green Container Organic Waste, one (1) Container for Source Separated Recyclable Materials, and one (1) Container for all other Source Separated Solid Waste, no later than September 1, 2025, or thereafter, as determined upon mutual agreement of City and Contractor ("Transition"). Upon the effective date of any amendment to this Agreement effectuating the Transition, Sections 2.3(iii), 3.4(iii), and 12.8(iii) shall hereby be deemed void and of no force and effect, provided the foregoing will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance arising from or relating to actions or inactions prior to such time.

5.10 Temporary Bin and Roll-Off Box Collection Service

The Contractor shall offer temporary Bin Collection service and temporary Roll-Off Box Collection service to Residential and Commercial Premises, including Multi-Family Premises, for the Collection of Solid Waste or C&D Debris. The Contractor shall deliver and Collect temporary Bins and Roll-Off Boxes at the direction of the Customer. Temporary Bins and Roll-Off Boxes shall be free of graffiti and in good repair and must be

clearly marked and identifiable as belonging to the Contactor. In placing temporary Bins and Roll-Off Boxes, the Contractor shall not impede the flow of traffic. The designated Collection location, if disputed by the Customer or the Contractor, shall be determined by the City. Additionally, if in the City's opinion the location of an existing Collection location is inappropriate for aesthetic or safety reasons, City may require the Customer and/or Contractor to relocate the Collection location. Temporary Bin and temporary Roll-Off Box Collection service may require the Customer to obtain a City encroachment permit.

Contractor shall deliver loads of concrete, dirt or any other recoverable material to facilities that recover such materials. Contractor may charge no more than the Maximum Service Rates set forth in Exhibit 1 plus the actual Processing/Disposal cost per ton (net of any rebate for Recyclables).

5.11 Bulky Item Pick-Up Service

Contractor shall provide Bulky Item pick-up service to all Customers on a regularly scheduled Collection day in accordance with the rates specified in Exhibit 1.

5.12 Transportation, Disposal and Processing Service

Contractor shall Transport all Solid Waste that is Collected in City to a lawfully permitted Transfer facility, Materials Recovery Facility, Processing facility, or Disposal Facility. Source Separated Green Container Organic Waste shall be Transported to and Processed at an Organic Waste Processing facility. All other properly deposited Solid Waste shall be Transported to a facility which shall divert materials into Recyclables that can be Processed for recovery, and/or a facility for Solid Waste for Disposal at a landfill. For the avoidance of doubt, Contractor shall not be required to Transport Black Container waste to a High Diversion Organic Waste Processing Facility. Notwithstanding any provision in this Agreement to the contrary, Contractor shall determine the facilities utilized under this Agreement subject to change by City as provided in Section 15.1 or in the event of public health or safety emergencies.

Contractor shall notify the City in writing each year on or before July 1st to identify all the facilities to which the Contractor will Transport Solid Waste. Contractor shall ensure that, at a minimum, all materials shall be weighed upon delivery to a Processing facility or Composting facility, as applicable, and all weight and related delivery information recorded. For those facilities it operates, Contractor will permit visitation by City upon reasonable advance notice during normal operating hours and shall ensure that all scales are regularly maintained, accurate, and in compliance with Applicable Laws. Contractor shall ensure Disposal of any and all residue remaining from the Processing of Recyclable Materials and any non-processable materials in accordance with Applicable Law.

5.13 Contamination Monitoring

Contractor shall meet the SB 1383 Regulations contamination monitoring requirements by complying with Sections 5.13.1 and 5.13.2 as specified below.

5.13.1 Route Reviews

Contractor shall, at its sole expense, on a quarterly basis, commencing with the quarter after the Effective Date occurs, conduct Contractor Route Reviews for Prohibited Container Contaminants, in a manner consistent with and as defined in 14 CCR Section 18984.5(b), in a manner deemed safe by Contractor. Containers may be randomly selected along Hauler Routes. Contractor shall develop a hauler review methodology in compliance with 14 CCR Section 18984.5(b) and submit it to City not more than annually upon the request of City.

5.13.2 Facility Waste Evaluations

Contractor shall, at its sole expense, at least twice per calendar year but no more than quarterly, commencing with the quarter after the Effective Date occurs, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c) with respect to waste delivered to a Contractor-owned or -controlled facility, or with respect to information otherwise accessible to Contractor that permits it to perform characterization studies in accordance with Applicable Law. City maintains the right to observe, or hire a third party to observe, the waste evaluations. Contractor shall develop a waste evaluation methodology in compliance with 14 CCR Section 18984.5(c), including corrective actions that shall be taken by Contractor in the event of Contamination of greater than twenty-five percent (25%), and submit it to City not more than annually upon the request of City. Waste evaluations shall occur in two (2) distinct seasons of the calendar year. Contractor shall maintain records required under 14 CCR Section 18984.6 related to its compliance hereunder. Reports shall be provided to the City upon request.

5.13.3 Contamination Protocols

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the protocols set forth in this Section.

1. **Record Keeping.** The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Black or Green Container); and may maintain photographic evidence.

2. **First and Second Events.** Upon the first and second discoveries of Prohibited Container Contaminants in a Customer's Container within a given calendar year starting January 1, with the first calendar year starting on January 1, 2025, Contractor will Collect the contaminated waste if safe to do so and treat the waste as Solid Waste for handling and billing purposes. Contractor shall provide the Customer a "Courtesy Pick-Up Notice." The Courtesy Pick-Up Notice shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Black Container and/or Green Container; (iv) inform the Customer of the courtesy pick-up of the contaminated waste on this occasion with information that with a third and fourth discovery of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container as described in Exhibit 1; (v) inform the Customer that with a fifth and any subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container, and Contractor may increase the size of the Customer's Container or require an additional Container(s); and, (vi) may include photographic evidence. Contractor shall leave the Courtesy Pick-Up Notice attached to or adhered to the Customer's contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. Contractor shall attempt to contact the Customer if it appears Customer does not have the appropriate level of service for proper Collection of Source Separated Green Container Organic Waste or other Solid Waste. Contractor shall report issuance of Courtesy Pick-Up Notices to the City in accordance with Section 8.2.7.

3. **Third and Fourth Events.** Upon the third and fourth discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will Collect the contaminated waste if safe to do so and treat the waste as Solid Waste for handling and billing purposes. Contractor shall provide Customer a "Contamination Fee Notice." The Contamination Fee Notice shall: (i) inform the Customer

of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials; (iv) indicate that the Customer will be charged a Contamination Fee as described in Exhibit 1 on their next bill; (v) inform the Customer that with a fifth and any subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container and Contractor may increase the size of the Customer's Container or require an additional Container(s); and, (vi) include, for any assessed Contamination Fee, digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants. Contractor shall leave the Contamination Fee Notice attached to or adhered to the Customer's contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. Contractor shall attempt to contact the Customer if it appears Customer does not have the appropriate level of service for proper Collection of Source Separated Green Container Organic Waste or other Solid Waste. Contractor shall report issuance of Contamination Fee Notices to City in accordance with Section 8.2.7.

4. **Five or More Events.** Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will Collect the contaminated waste in the contaminated Container(s) if safe to do so, treat the waste as Solid Waste for Handling and billing purposes, and charge a Contamination Fee for each event. Contractor shall provide Customer a "Contamination Fee Notice" as described above. Upon five (5) business days' notice to City and the Customer, Contractor may (i) increase the size of the customer's Container, require additional Containers to accommodate excessive Prohibited Container Contaminants, or increase collection frequency; (ii) impose a Contamination Fee equal to fees for a period of six (6) months or until the Customer has demonstrated Prohibited Container Contaminants are not in Containers for a period of three (3) consecutive months; and/or (iii) provide notice that Contractor has recommended that City commence any applicable code enforcement action against the Customer. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending Customers.

5. **Disputes.** If a Customer disputes, in writing, an assessment of a Contamination Fee within thirty (30) days of the assessment, Contractor will temporarily halt any such assessment and Contractor may request a ruling by the Public Works Director to resolve the dispute. A request by Contractor to the Public Works Director to render a decision on any such dispute must be filed within ten (10) business days of receipt of a Customer's written dispute, and Contractor must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the Public Works Director will adjudicate the dispute within ten (10) business days, and the Public Works Director's decision resolving the dispute between the Customer and Contractor will be final.

5.14 Education and Outreach

5.14.1 City-Specific Website

Contractor shall maintain a City-specific website that fully explains the Contractor's services, the Maximum Service Rates specified in Exhibit 1, the Diversion options available, and allows Customers to submit service changes, inquiries, or complaints. The website must describe and promote the use of the available Organic and Non-Organic services and include information pertaining to SB 1383 compliance including waiver information and location and contact information of City's Food Recovery Organizations. Contractor will ensure that information provided on the website is maintained and up to date. Content will include proper Container set out, educational materials, newsletters, and program descriptions.

5.14.2 Lists of Acceptable Materials (Website)

Contractor shall maintain an accurate list on its website of acceptable materials for deposit in Containers, by type, as appropriate to encourage source separation.

5.14.3 Education and Outreach Materials

Contractor shall provide education and outreach activities and create and disseminate educational materials to Customers as required by, and in conformance with, Applicable Law, including 14 CCR Section 18985.1. In accordance with the foregoing, Contractor will provide regularly scheduled notices, education materials, billing inserts, or other information disseminated to Customers as required by Applicable Law. Contractor shall maintain records of its education and outreach activities and provide this information upon request to City. All educational materials and informative literature shall be printed and made available in English, Spanish, and Mandarin. City has a shared responsibility to cooperate with Contractor with respect to the education and outreach activities and creation and dissemination of educational materials hereunder.

5.14.4 Available Services Notice and Information

At least annually, Contractor must publish and distribute (by mail or electronically) a notice to all Customers regarding the full range of services offered. The notice must contain at a minimum (i) Contractor's local customer service phone number and website (ii) procedures for properly filling and setting out Containers, (iii) instructions as to what materials may or may not be placed in Containers, (iv) the days when Solid Waste Collection services will be provided and Holidays when Collection Services will not be provided, (v) how to select Container sizes to maximize Diversion, (vi) the fees for overage and contamination in the event of non-compliance, (vii) Bulky Item Collection services, and (viii) the dates and locations of Free Dumpster Days and Free Compost Giveaway Days. The notice must be provided in English, Spanish, and Mandarin and must be distributed by Contractor no later than February 1st of each calendar year.

5.15 Edible Food Recovery Support

5.15.1 Identification of Commercial Edible Food Generators

No later than January 1, 2025, and annually every January 1 thereafter, Contractor shall assist City in identifying Customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generator and provide to City a list of such Customers, which shall include the following information: Customer name, service address, contact information, Tier One or Tier Two classification, and type of business.

5.15.2 Identification of Edible Food Recovery Organizations

To support City's efforts to promote Edible Food Recovery programs Contractor shall maintain, and update annually each January 1, a list of Food Recovery Organizations and Food Recovery Services and information about Edible Food Recovery on Contractor's website, which is specific to City and shall provide a link to information about City's Edible Food Recovery programs on Contractor's website.

5.15.3 Maintain and Promote Listings

Contractor shall cooperate with and assist City with the distribution of information to Commercial Edible Food Generators and Food Recovery Organizations regarding City's Edible Food Recovery programs.

5.16 Provision of Recovered Organic Waste Products

Contractor shall assist City in procuring sufficient quantities of Compost or Mulch, at composition levels to be determined by Contractor, to allow City to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR Section 18993.1, at no cost, with such per capita procurement amounts prorated during any partial calendar year starting January 1 under this Agreement. Contractor shall

comply with the recordkeeping and verification requirements of 14 CCR Section 18993.2. Upon request of City, Contractor will meet and confer with City to discuss an amendment intended to establish a program that would be designed to assist the City in securing sufficient quantities of California-derived Renewable Natural Gas, if commercially available to Contractor, to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR Section 18993.1.

5.17 Emergency or Disaster Recovery Service

In the event of a tornado, major storm, earthquake, fire, natural disaster, or other natural disaster or similar emergency event, Contractor agrees to (ii) provide disaster recovery support to a reasonable degree, upon request by City and (ii) the City may grant the Contractor a variance from regular routes and schedules, which will not be withheld unreasonably. In the event Contractor receives a variance, Contractor must advise the City when it is anticipated that normal routes and schedules can be resumed. The City will make an effort through the local news media to inform the public when regular services may be resumed. For work performed hereunder, which may include the hauling of debris; special handling such as burrito wrapping (tarping a load with plastic to prevent debris from escaping); temporary storage of debris where feasible; additional Disposal; use of different facilities; and documentation of debris type, weight, and Diversion, Contractor will receive additional and reasonable compensation, above the normal compensation contained in this Agreement, to cover the costs of all documented expenses based on Contractor's actual costs plus a reasonable profit provided Contractor has first secured written authorization and approval from City.

6 Other City Services

6.1 City Public Facilities Collection

Contractor shall Collect, Transport, Recycle, Process, and Dispose of all Solid Waste, including Source Separated Green Container Organic Waste, produced by City at City Facilities without charge to the City.

6.2 City Special Events Collection

Contractor shall Collect, Transport, Recycle, Process, and Dispose of all Solid Waste, including Source Separated Green Container Organic Waste, produced at City's annual Fourth of July celebration and up to ten (10) other, annual special events, as reasonably requested by City, such as concerts in the park, farmer's market (provided the market is operated by the City or a non-profit corporation) and similar community celebrations without charge to the City.

6.3 City Bus Stop Barrel Collection

Contractor shall Collect, Transport, and Dispose of Solid Waste deposited in Barrels at City bus stops at the locations and by the schedule set forth in Exhibit 2, without charge to the City or Customer. The times, days, and Barrel locations specified in Exhibit 2 may be modified from time-to-time upon request of Contractor, upon approval of the Public Works Director, whose agreement shall not be unreasonably denied. Contractor shall empty the bus stop Barrel(s), supply the new Barrel liner, and replace the Barrel liner. Contractor shall remove any Solid Waste outside of the Barrel(s) at the bus stop and pressure wash as needed.

Notwithstanding any provision in this Agreement to the contrary and starting on the Effective Date, Contractor shall provide Bus Stop Barrel Collection without charge to City or Customers, provided that upon any notice as specified in Section 4.2Contractor shall bill the City its then-existing rates for Bus Stop Barrel Collection set forth in Exhibit 1. Thereafter, Contractor shall invoice the City on the first business day of each month for Bus Stop Barrel Collection services rendered during the preceding month.

6.4 City Street Sweeping Service

Contractor shall provide Street Sweeping Service within City in accordance with Exhibit 3.

6.5 Compost Giveaway Events

Beginning January 1, 2025, at no additional cost to City or Customers, Contractor shall host two (2) "Compost Giveaway" events per calendar year, offering free Compost to Customers. Contractor shall host each event at a time and location mutually agreeable between the City and Contractor. During the event, Contractor shall distribute literature on SB 1383 compliance. All literature distributed at the event shall be printed and made available in English, Spanish, and Mandarin.

6.6 Dumpster Day Events

Beginning January 1, 2025, Contractor shall provide, at no charge to City or Customers, four (4) "Dumpster Day" events per calendar year (on days determined by the City) for the Collection of Bulky Items. Contractor shall also provide, at no charge, curbside pick-up of those Bulky Items during the week of the "Dumpster Day" events for Senior citizens' residences within the City, as coordinated by the City, provided that if curbside pick-ups for any Dumpster Day event exceed one hundred (100) pick-ups, then City and Contractor shall negotiate a reasonable charge for such excess pick-ups. In addition to the four (4) Dumpster Day events, the Contractor shall provide one (1) curbside Bulky Item pick-up per calendar year for Seniors at no charge to City or Customer. The Customer shall notify the Contractor at least twenty-four (24) hours in advance of scheduling the no charge curbside Bulky Item pick-up.

6.7 Holiday Tree Collection

Contractor shall provide Holiday tree Collection for all Residential Premises and Multi-Family Premises. Holiday trees must be placed at the curb or near a Customer's Container(s) for Collection during the three-week Collection period beginning January 2nd each calendar year during the term of this Agreement. Contractor must deliver the Collected Holiday trees to an appropriate facility for Disposal and/or Processing. This annual service will be provided at no additional charge to the Customer. Contractor is not required to divert Holiday Trees with tinsel, flocking, or ornaments.

7 Customer Billings, Charges, and Rates

7.1 Billings for Collection Services

Contractor is responsible for the billing and collection of payments for all services provided under this Agreement. Contractor shall bill Residential Customers quarterly in advance for all services and Commercial Customers monthly in advance for all services. The amount charged to Customers for all services shall not exceed the Maximum Service Rates established in Exhibit 1, as such rates may be adjusted under this Agreement.

7.2 Partial Month Service

If, during a month, a Customer is added or deleted, Contractor's billing will be pro-rated based on the weekly service rate (i.e., the service rate established in Exhibit 1 divided by four (4) times the number of actual weeks in the month that service was provided to the Customer).

7.3 Production of Invoices

Contractor shall prepare, mail, or electronically transmit, and collect bills (or shall issue written receipts for cash payments) for services provided by Contractor under this Agreement. Billing shall not be permitted more than fifteen (15) days prior to the initiation of Collection service period. Bills shall not be subject to late notification or charges until thirty (30) days following the closing day of the service period. Contractor shall include a customer service e-mail address and phone number on all billing notices. Contractor shall accept payment by check, credit card or ACH debit. Billings shall include sufficient space on the statement to accommodate up to twenty (20) typed characters as specified by the City. City shall have the right to revise the billing format, provided that reasonable notice is given. Where it has been determined that a Customer has overpaid for service for any reason, Contractor must provide the Customer a credit against future invoices or a refund (where the account is closing or as selected by the Customer, and where the refund amount exceeds the lesser of the regular invoicing amount or $200) within thirty (30) days of such determination.

7.4 Late Fees

Contractor may assess Customers a late payment fee of ten percent (10%) of the outstanding balance of any invoice after sixty (60) days, plus interest on the outstanding balance not to exceed an annual rate of twelve percent (12%). Such fees will be assessed if the outstanding balance is Five Dollars ($5.00) or greater.

7.5 Delinquent Service Accounts

The Contractor may discontinue service to a Customer who is delinquent in paying for services rendered no earlier than sixty (60) days after the last day of the billing period or that date on which the billing for the service period is delivered to the Customer, whichever is later. For this purpose, delivery of the billing shall include the date such billing is deposited by to Contractor into the U.S. Mail or delivered electronically. The Contractor shall notify the Customer and the Public Works Director or designee in writing of its intent to discontinue service not less than ten (10) business days before such discontinuation shall occur.

7.6 Annual City Approval of Maximum Service Rates

On or before May 1, 2025, and annually each May 1 during the term of this Agreement, the Contractor shall notify the Public Works Director of the CPI adjustments to the affected Maximum Service Rates. No later than each June 1, City shall notify Contractor of City's agreement or disagreement with Contractor's calculation of Maximum Service Rates. Any such agreement or disagreement shall occur at the administrative level.

7.7 Adjustments to Maximum Service Rates using CPI

Beginning on July 1, 2025, and each July 1 thereafter during the Term, Contractor shall, subject to compliance with all provisions of Section 7.8 and each subpart therein, receive an annual adjustment to the Maximum Service Rates as set forth in Exhibit 1.

7.8 Rate Increase Formula

Each of the Maximum Service Rates provided by this Agreement consists of the Operations Component and Disposal Component.

7.8.1 Operations Component

The Operations Component includes Contractor's then-current operational rate to Collect all Solid Waste, including Recyclable Materials and Organic Waste, from all Customers described in Section 5 according to the terms set forth in this Agreement. Also included in the Operations Component is Contractor's then-current operational rate to Transport all Solid Waste to the appropriate facility(ies). The Operations Component is to be adjusted in proportion to the percentage change in CPI for the immediately previous twelve-month period (March through February).

7.8.2 Disposal Component

The Disposal Component shall be based on the per ton costs incurred by Contractor for Disposal and Processing of all Solid Waste, including gate rates or Tipping Fees (inclusive but not limited to all taxes and surcharges) to Dispose and/or Process Solid Waste at the appropriate facility(ies). The Disposal Component is to be adjusted in proportion to the increase or decrease in costs as determined by the percentage change in gate rates or Tipping Fees (inclusive but not limited to all taxes and surcharges) at the appropriate facility(ies). The Disposal Component adjustment shall not exceed the percentage change in CPI, as described above.

7.9 Special Rate Adjustment

In the event circumstances beyond the control of Contractor impose or generate extraordinary cost in the performance of the Agreement, including but not limited to unanticipated increases in Disposal and operational costs in excess of CPI, Contractor may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Contractor. For each request, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate of extraordinary costs. City shall review Contractor's request and, in City's sole judgment, make the final determination on the adjustment, provide, however, that approval of such request not be unreasonably withheld. Further, the Parties agree that if Contractor uses a Disposal Facility other than the San Bernardino County landfill system, subject to City approval, then increases or decreases in the Tipping Fee portion of the Disposal Component for such alternate Disposal Site may be adjusted in excess of the percentage change in CPI in accordance with this Section 7.9.

7.10 Proposition 218

7.10.1 Hearing Procedures

At the City's election, in the City's sole discretion and without admitting the applicability of Proposition 218 (California Constitution Article XIII D) to the rates specified in Exhibit 1, City may determine to comply with the hearing and other requirements of Proposition 218 and the Proposition 218 Omnibus Implementation Act ("Proposition 218") with respect to the City's adjustment of the rates required to be paid by Customers.

7.10.2 Rate Invalidation Procedures

Within thirty (30) days of an Invalidation Action, City must provide written notice to Contractor identifying such action, with a written justification explaining why City is prohibited or disallowed from establishing, implementing, or adjusting Maximum Service Rate(s), in whole or in part ("Invalidation Notice"). Upon Contractor's receipt of an Invalidation Notice, Contractor will present an accounting of the amounts otherwise due and payable to Contractor but for the Invalidation Action. City and Contractor shall immediately meet and confer and agree to discuss (i) revisions to the schedule of Maximum Service Rates or City payment that may be acceptable to Contractor and/or (ii) adjustments to the services and programs in order to provide minimum State mandated services and programs within the then existing schedule of Maximum Service Rates ("Response Actions"). City and Contractor will negotiate in good faith and will not unreasonably withhold agreement to such Response Actions. If City and Contractor do not reach an agreement within sixty (60) days of the Contractor's receipt of the Invalidation Notice, or as extended by mutual agreement of the parties, Contractor may, notwithstanding Sections 4.1 and 4.2, terminate this Agreement at any time without cause or penalty, provided that termination shall not be effective until at least thirty (30) days' after Contractor issues a written notice of termination. During such period, Contractor will cooperate with City to transition services to City or its designee. Contractor's rights hereunder are in addition to any other rights of Contractor upon the invalidation of any Maximum Service Rate(s) that would otherwise be due and payable to Contractor.

8 Recordkeeping and Reporting

8.1 Recordkeeping

8.1.1 Accounting Records

Contractor shall maintain financial statements and other relevant information consistent with generally accepted business practices pertaining to Collection services provided under this Agreement, prepared on an accrual basis. The City retains the right, upon reasonable notice, to inspect and audit Contractor's financial statements and records with respect to services provided pursuant to this Agreement to confirm compliance and the calculation of Maximum Service Rates pursuant to Section 7 (Customer Billings, Charges, and Rates) and Section 9 (Fees Paid to City). The Parties acknowledge and agree that Contractor's financial information and records constitute proprietary information and trade secrets of Contractor. All financial information provided to City shall be held strictly confidential and not publicly disclosed, to the maximum extent permitted by law, and City shall use its best efforts to prevent any such disclosure. In the event that the audit concludes that Contractor is not in compliance and such non-compliance is material, which shall mean any underpayments greater than $50,000 or more as adjusted annually each July 1 by CPI, Contractor shall reimburse the City for the full cost of the audit plus any underpayments discovered during the audit.

8.1.2 Records Preservation

Contractor shall keep and preserve, during the Term of this Agreement, and for a period of not less than five (5) years following expiration or other termination hereof (or such longer time period if required by Applicable Law), full, complete, and accurate records, including all cash, billing and Disposal records, as indicated in the Agreement.

8.1.3 Materials Records

Contractor must maintain records of the quantities of (i) Residential, Multi-Family and Commercial Solid Waste Collected and Disposed under the terms of this Agreement, (ii) Recyclable Materials, by type, Collected, purchased, Processed, sold, donated or given for no compensation, and residue Disposed under the terms of this Agreement, (iii) Organic Waste by type, Collected, purchased, Processed, sold, donated or given for no compensation, and residue Disposed under the terms of this Agreement, and (iv) Construction and Demolition Debris Collected and Disposed under the terms of this Agreement.

8.1.4 Senate Bill 1383 Implementation Record

Notwithstanding any provision in this Agreement to the contrary, Contractor shall prepare and maintain the records identified in 14 CCR Section 18995.2(f), arising from the Organic Waste Collection services performed by Contractor and assist City in reporting such information.

8.1.5 Other Records

Contractor must maintain all other records reasonably related to provision of Solid Waste Handling Services and compliance with AB 939, AB 341, AB 1826, SB 1383, and all Applicable Laws, whether or not specified in this Agreement.

8.1.6 Access to Records

Contractor shall provide City with business hours access to and any necessary training for use of a Contractor-hosted recordkeeping system in order to validate Contractor performance in accordance with the Organic Waste program. City reserves the right to require Contractor to periodically submit all reports and information by electronic means in a format approved by the City. The City also reserves the right to

require Contractor to transfer Customer data periodically electronically to a City-selected web-based software platform.

8.2 Quarterly Reporting

Quarterly reports must be submitted no later than 5 p.m. PT on the last day of the month following the end of quarter in which the receipts are collected and must be provided electronically using software acceptable to the City. If the last day of the month falls on a day that City is closed or a Holiday, then the report will be due on the next business day. Quarterly reports to City must include:

8.2.1 Franchised Tonnage and Service Data

Contractor must report the number of unique Residential, Commercial and Multi-Family Dwelling accounts serviced, tonnage of Solid Waste Collected and Processed for Diversion broken down by Container type, and residual amounts from Recycling and Organic Waste Diversion operations that are landfilled. Quantities and accounts should be broken down by Single-Family Premise, Multi-Family Premise, Commercial Premise, and City Service Collection services. Multi-family reports must have tonnage assigned appropriately to Residential and Commercial generators.

8.2.2 Franchise Fee Payment Reporting

The report must include an accounting of Contractor's Gross Receipts received during the preceding quarter and the calculated Franchise Fee.

8.2.3 Overweight Vehicle Reporting

The quarterly report must include a summary total of all instances of Overweight Collection vehicles. This summary must include the number of Overweight vehicle instances expressed as a percentage of the total number of Collection vehicle loads transported during the reported quarter.

8.2.4 Non-Collection

The quarterly report must include a summary of each service unit receiving a Non-Collection Notice in the previous quarter.

8.2.5 On-Hold

The quarterly report must include each service unit that was not billed in the previous quarter due to vacation hold, vacancy etc.

8.2.6 Collection Overage Charges

The quarterly report must include each service unit incurring a charge for a Solid Waste Overage in the previous quarter.

8.2.7 Contamination Reporting

To the extent required by Applicable Law, the quarterly report must include a summary of all instances of qualifying contamination under the procedures in Section 5.13. This summary must include the total number of accounts where contamination occurred (where Courtesy Pick-Up Notices were issued), the total number of Contamination Fee Notices issued by Contractor to Customers, a list of accounts where such notices occurred, and the total number of instances where Collection Container size or Collection frequency was increased specifically due to contamination. Within twenty (20) business days of request by City, Contractor will provide copies of the Contamination Fee Notices and the digital documentation of Prohibited Container Contaminants.

8.2.8 Customer Service Log

The quarterly report must include the Customer service log collected from the previous quarter as required in Section 10.3.2 of this Agreement.

8.2.9 Data Transfer

If required by City, Contractor shall submit all reports by electronic means in a format compatible with the City's computers and software. At Contractor's expense, Contractor will provide City with business hours access to and any necessary training for use of a Contractor-hosted records systems in order to obtain and transfer Customer data.

8.3 Annual Reporting

An annual report must be submitted no later than 5 p.m. PT on March 1, 2025 and each March 1st thereafter for the previous calendar year. If March 1st falls on a day that City is closed, then the report will be due on the next business day. Annual reports must be provided electronically in software acceptable to the City. Annual reports shall summarize all information provided in the Quarterly Reports for the previous calendar year. In addition, the annual report shall include the following:

8.3.1 Organic Waste Data

Contractor shall provide an annual report of the information identified in 14 CCR Section 18994.2.

8.3.2 Financial Report

The number of Single-Family, Commercial and Multi-Family service units provided with Collection Services by service type, Container size, frequency of service and current billing rate including any additional services, the Contractor's Gross Receipts for each type of service unit, and the amount received for the sale of Recyclable Materials.

8.3.3 Education and Outreach Report

Contractor shall document all education and outreach activities conducted throughout the calendar year including, but not limited to, City event participation, school visits, site visits and waste assessments completed, bill inserts distributed, and tours and other activities related to the provision of Collection Services.

8.3.4 Property Damage and Personal Injury

A description of all cases of property damage and personal injury that have occurred while providing services for City pursuant to this Agreement in the immediate past calendar year.

8.3.5 Traffic Citations

A copy or description of all traffic citations received while providing services for City pursuant to this Agreement in the immediate past calendar year.

8.3.6 Collection Container and Vehicle Inventory

An updated complete inventory of Collection Containers by type and size, and an updated complete inventory of Collection vehicles including for each vehicle: make, model, year, license number, identification number and ownership, route number, date purchased, vehicle type, and tare weight.

8.3.7 Customer Service Log

A copy of the Customer service log, including a summary of the type and number of complaints and their resolution. Copies of a written record of all calls related to missed pick-ups and responses to such calls.

8.3.8 Summary Narrative

A summary narrative of problems encountered with Collection and Processing activities and actions taken. Indicate type and number of notices left at Customer locations. Indicate instances of property damage or injury, significant changes in operation, market factors, publicity conducted, needs for publicity, and similar information. Include description of Processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

8.4 CalRecycle Reports

Contractor will prepare and submit annual reports to CalRecycle (the "Electronic Annual Report" or EAR), that includes, but is not limited to, supplying required data for preparation of the reports and completing all required data input in CalRecycle's reporting system. In the event that CalRecycle requires City to report an "Implementation Schedule" to comply with Applicable Law, Contractor will provide assistance to City in preparing a report, including Contractor's policies and procedures related to compliance with Applicable Law and how Recycling or Organics are Collected, a description of the geographic area, routes, list of addresses served and a method for tracking contamination, copies of Route Reviews, copies of notices, violations, education and enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters, website, and social media. CalRecycle reports shall be provided to the City for review and approval no less than thirty (30) days prior to the report due date.

9 Fees Paid to City

9.1 Franchise Fee

In consideration of the rights provided to Contractor herein and as set forth in Section 3.1 of this Agreement, for the entire Term of this Agreement, Contractor shall pay City, in accordance with Section 9.4, a Franchise Fee of ten percent (10%) of all Gross Receipts received by Contractor under this Agreement. The Franchise Fee may be adjusted by resolution of the City Council. In the event the City adjusts the Franchise Fee, the City shall adjust the Maximum Service Rates by a commensurate amount to reimburse Contractor for additional Franchise Fee costs.

9.2 Recycling Revenue Sharing

On a quarterly basis (within forty-five (45) days after each quarter), Contractor shall remit (or cause the operator of the MRF at which Contractor deposits Solid Waste Collected within the City) to City twenty-five percent (25%) of the net revenue generated from sales of Recyclable Materials Collected by Contractor within the City. For purposes of this Section, net revenue shall mean Gross Receipts generated from such sale minus any amount paid to the users of the Recyclable Materials as incentives to divert materials. Contractor shall, on an annual basis, provide to the City a report describing the quantity of Recyclable Materials, the dollar value of those sold and the net revenue paid to the City, and explain the reasons, therefor.

9.3 Solid Waste Handling Fee

Commencing on December 1, 2031, and on each seventh anniversary thereafter, provided neither party has given Notice of Intent to Wind-Down as provided in Section 4.2, Contractor shall remit to City an amount equal to $84,782.90, as adjusted herein, to be used toward facilitating City's Solid Waste Handling operations ("Solid Waste Handling Fee"). The Solid Waste Handling Fee shall be adjusted in proportion to the percentage change in the CPI for the seven (7) previous twelve-month periods (March through February). Upon any notice as provided in Section 4.2, this Section 9.3 shall be of no further force or effect and Contractor shall not be obligated to pay any further fees under this Section 9.3

9.4 Time and Method of Payment; Late Fees

Fees owed to City shall be computed and paid based on Gross Receipts received each calendar quarter. Contractor shall prepare and mail such remittance on a quarterly basis to the Finance Director, and such remittance must be delivered or postmarked no later than forty-five (45) days following the end of each quarter.

Contractor shall pay interest on all unpaid, undisputed fees at the rate of six percent (6%) per annum from the date the fees were due and payable to the date actually paid.

If a delay is due to extenuating circumstances, Contractor must request approval in writing from the Public Works Director at least five (5) business days prior to the date on which fees and reports are due. City shall contact Contractor within three (3) business days of receiving request for submission delay as to whether delay shall be permitted.

9.5 Disputes

In the event of any disputes between the Contractor and the City with respect to the fees described in this Section 9, the City shall provide the Contractor with written objection within 180 days of the receipt of the report described in Section 8.2.2, indicating the portion of the report that is disputed and providing all reasons then known to the City for its objection to or disagreement with such amount. All amounts paid may be subject to independent financial audit and recompilation by the City. If, after a financial audit, such

recompilation indicates an underpayment or if an underpayment is determined by agreement, mediation, legal proceeding or otherwise, Contractor shall pay to City the amount of the underpayment, with interest thereof at the rate set forth in Section 9.1 from the date the underpayment amount was due to the City. If the objection was in good faith and the underpayment exceeds three percent (3%), Contractor shall reimburse City for all reasonable costs and expenses incurred in connection with the dispute within ten (10) Workdays of receipt of written notice from City that such is the case. If, the review indicates an overpayment, City shall notify Contractor in writing of the amount of the overpayment. Contractor may offset the amounts next due following receipt of such notice by the amount specified therein. Nothing contained in this subsection shall limit the authority of any authorized officer of the City or any other governmental agency to raise a further objection to any amount billed by the Contractor pursuant to an audit conducted pursuant to Applicable Law.

10 Quality of Performance of Contractor

10.1 City-Contractor Meetings

The Parties shall meet and confer at least once per quarter, upon the request of any Party, to discuss any matters arising from or relating to the Agreement as determined by the requesting Party.

10.2 Collection Performance Standards

10.2.1 Hours of Collection

The collection of Solid Waste shall only occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and between the hours of 7:00 a.m. and 12:00 p.m., Saturday. Collection services will not take place on Sundays. Collection earlier than 7:00 a.m. may be authorized upon written approval of the Public Works Director; provided, that Contractor gives written notice to the affected Customers at least ten (10) days prior to the earlier Collection. To the extent reasonably possible, Collections on each route shall commence at the same point, at the same time and follow the same route each time Collections are made.

10.2.2 Holiday Service

The City observes New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is not required to provide Collection services or maintain office hours on these designated Holidays. In any week in which one of these Holidays falls on a Workday, Residential Collection Services for the Holiday and each Workday thereafter will be delayed one Workday for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday.

10.2.3 Accessibility

Contractor must Collect all Collection Containers that are readily accessible to Contractor's crew and vehicles and not blocked. However, Contractor may provide "push services" and "stinger/scout truck services" as necessary at the Maximum Service Rates set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection vehicle, moving the Collection Containers from their storage location for Collection and returning the Collection Containers back to their storage location. Stinger/scout truck services provide for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash collection trucks.

10.2.4 Manner of Collection

The Contractor must Collect Solid Waste with as little disturbance as possible and must leave any Container in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on private property and may not trespass nor cross property to the adjoining Premises unless the occupant or owner of both properties has given permission. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings.

10.3 Contractor's Customer Service

10.3.1 Customer Service Representative and Performance Standards

All service inquiries and complaints will be directed to Contractor. A representative of Contractor must be available to answer inquiries and receive complaints during normal business hours. All service complaints will be handled by Contractor in a prompt and efficient manner. In the case of a dispute between Contractor and a Customer, the matter will be reviewed, and a decision made by the Public Works Director.

Contractor shall maintain a local telephone number and maintain telephone listings in the directories of the telephone companies servicing Customers in the name by which the firm is most commonly known.

Contractor shall not repeatedly allow Customer service calls to be put on hold for longer than two minutes.

Contractor shall not repeatedly allow Customer service calls to ring more than ten (10) times.

Contractor's Customer service representatives will treat all Customers in a friendly and courteous manner.

Contractor's Customer service representatives will be fully knowledgeable about this Agreement and the services provided hereunder.

10.3.2 Customer Service Log

Contractor shall maintain a written record of all service requests and complaints received, including the name, address, and telephone number of the Customer, a description of the service requests and/or complaints, the time the service request and/or complaint was received, the action taken in response to the service request/complaint, and the time the responsive action was taken. Contractor shall provide City with a copy of the written Customer Service Log as described in Section 8.3.7.

10.3.3 Complaints and Claims

In the event any Customer reports to the Public Works Director a complaint or claim has not been resolved to the Customer's reasonable satisfaction, the Public Works Director may require Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or action taken to resolve the complaint or claim. If, in the reasonable opinion of the Public Works Director, Contractor's remedies proposed and action taken are insufficient to resolve adequately the complaint or claim, then the Public Works Director may require Contractor to carry-out an alternative reasonable remedy process intended to resolve the complaint or claim. The remedies will be carried out at no cost whatsoever to City, unless otherwise specified by the Public Works Director. For those complaints related to repair or replacement of Collection Containers, the appropriate Sections of this Agreement will apply.

10.3.4 Missed Collections

For those complaints related to missed Collections, where Containers are properly and timely set out, that are received by 12:00 noon on a Workday, Contractor will return to the Service Unit address and Collect the missed materials before leaving the City for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Workday, Contractor will have until the end of the following Workday to resolve the complaint.

10.4 Collection Vehicle Requirements

10.4.1 General

Contractor shall provide vehicles that are sufficient in number and capacity to efficiently perform the work required by this Agreement.

10.4.2 Reserve Equipment

Contractor shall have available to it, at all times, reserve Collection equipment which can be put into service and operation so as to prevent an interruption of services Citywide. Such reserve equipment must correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

10.4.3 Appearance

Contractor shall paint each vehicle periodically (including performing all necessary body work), as frequently as necessary to keep clean and in good repair. Contractor shall mark the rear, and both sides of each vehicle

with the Contractor's name, telephone number, and a vehicle number in letters contrasting sharply with the color of the truck and not less than six (6) inches in height. Contractor shall maintain each vehicle in a clean and sanitary condition both inside and out.

10.4.4 Maintenance

Contractor shall perform all scheduled maintenance functions upon Collection vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection vehicles maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

10.4.5 Emissions

Contractor's Collection vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, California Air Resources Board, and any other air-quality regulatory body that may be in authority during the Term of this Agreement.

10.4.6 Noise

Contractor’s vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy-five (75) decibels (dB) twenty-five (25) feet from the Collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing entity, for any Collection vehicle which City or Contractor has received more than two complaints from different Customers regarding excessive noise in a twelve-month period.

10.4.7 Safety

Each vehicle used for Collecting, Transporting, Transferring, handling, Processing, or Disposing of Solid Waste shall be equipped with an audible warning device that is activated when the vehicle is backing up.

10.4.8 Litter Abatement and Minimization of Spills

Each truck shall be constructed and used so that Solid Waste, oil, grease or other fluids or liquids will not blow, fall or leak out of the truck onto the street. All Solid Waste shall be Transported by means of vehicles equipped with water-tight bodies fitted with close fitting metal covers. If any Solid Waste is dropped or spilled in Collecting, Transferring or Transporting, it shall be immediately cleaned up. A broom and shovel shall be carried on each truck at all times for this purpose. Any equipment oil, grease or any other fluids or liquids spilled must be covered immediately with an absorptive material and removed from the street surface. Contractor must notify the City’s Public Works Director within two (2) hours of any spills resulting from Contractor’s operations or equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City’s Public Works Director to be compliant with the City’s stormwater permit. If required by Applicable Law, Contractor shall undertake any reporting and/or assist in the reporting related to any spill. If Contractor has not cleaned up such droppings or spill within a reasonable time then all expenses incurred by City in the collection and disposal of any such spilled or dropped Solid Waste, oil, grease or other fluids or liquids shall be paid to City, on demand, by Contractor.

10.4.9 Inspection of Vehicles

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly.

Contractor shall regularly inspect each Collection vehicle to ensure it meets the requirements of the California Vehicle Code. Upon request of the Public Works Director, Contractor shall provide to the City copies of its Biannual Inspection of Terminal ("BIT") inspection reports (including all attachments) to City within thirty (30) days of its receipt of such reports. Upon request of the Public Works Director, Contractor shall furnish City a written inventory of all equipment, including Collection vehicles used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity. Contractor shall make its BASIC Score as derived by the Federal Motor Carrier Safety Administration available to City upon request by the Public Works Director. City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

The Chief of Police, Public Works Director or City Manager may authorize the removal of any vehicle from service if said vehicle is found to be in noncompliance with the California Vehicle Code. Vehicles shall not be returned to service until duly authorized by the Chief of Police or the Public Works Director.

10.4.10 Vehicle Certification

For each Collection vehicle used in the performance of services under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates and reports available for inspection upon request by the Public Works Director.

10.5 Containers

10.5.1 New Barrels for Residential Manual Barrel Collection Service

Contractor is required and shall provide new Barrels to all Customers receiving Residential Manual Barrel Collection Service. Contractor shall, in good faith, make efforts to diligently provide the new Barrels to Customers without undue delay beginning as of the Effective Date and shall coordinate with the City in that effort, including determining a reasonable and timely delivery schedule for all new Barrels subject to availability.

Subsequent to the delivery of the new Barrels, Contractor will provide one-time free pick-up of Barrels currently in use by Customers (“Used Barrels”). Contractor and City shall coordinate and agree as to when and how the pick-up will be accomplished and how noticing will be provided to Customers. If Customer authorizes the pick-up of the Used Barrels, Contractor shall Recycle or properly Dispose such Used Barrels. Contractor shall also Collect Solid Waste in any Used Barrels at the time of pick-up.

10.5.2 Container Collection; Tagging

Contractor shall only be required to Collect Containers that are delivered by Contractor and comply with SB 1383. Contractor will not Collect Containers that are not supplied by Contractor. Contractor shall “tag” any Containers set for Collection that are not supplied by Contractor and do not comply with SB 1383.

10.5.3 Ownership of Collection Containers

Ownership of Collection Containers distributed by Contractor is vested in Contractor.

10.5.4 Container Labeling Requirements

Contractor shall, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each new Container that has been provided by Contractor to a Customer that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that Container. The imprint or label shall include Contractor company name and telephone number.

10.5.5 Container Color Requirements

Notwithstanding any provision in this Agreement to the contrary, all Containers provided by Contractor to Customers must comply with the color requirements specified in 14 CCR Section 18984.7 under the timelines and requirements of such section. Containers shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each Container type, as follows: (i) Black Container bodies and lids shall be black; and (ii) Green Container bodies and lids shall be green. Hardware such as hinges and wheels on the Containers may be a different color than specified herein.

10.5.6 Handling of Collection Containers

All Collection Containers shall be placed upright. Containers shall not be placed or thrown on streets, alleys, highways, or adjoining property. Contractor and Contractor's agents or employees shall not cause Collection Containers to be thrown from the truck to the pavement or parkway, or in any other way break or damage or roughly handle the same. Any claim for damage to Containers, resulting from misuse or rough handling of the Containers by Contractor, shall be presented to Contractor by Customer. Contractor shall make a decision concerning settlement within five (5) business days after receipt of such claim.

10.5.7 Repair of Collection Containers

Contractor is responsible for repair of Collection Containers. Within five (5) Workdays of notification by City or Customer of the need for such repairs, Contractor must repair the Collection Container or if necessary, remove the Collection Container for repairs and deliver a replacement Collection Container to the Customer. Collection Container repair also includes the removal of graffiti from the Collection Container.

10.5.8 Replacement of Collection Containers

Contractor's employees must avoid damage to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Customer. Contractor shall replace up to one (1) lost, destroyed, or stolen Barrel per calendar year at no charge to the Customer unless such loss or destruction is caused by Customer. Contractor will be compensated for the cost of all other replacements at the Maximum Service Rates set forth in Exhibit 1. Contractor must deliver a replacement Collection Container to Customer within five (5) Workdays.

10.5.9 Container Exchange

Upon notification to Contractor by City or Customer that a change in their Collection Containers is required, or if Contractor deems a change is necessary to provide services in accordance with Applicable Law subject to City disapproval, Contractor must deliver such Collection Containers to such Customer within five (5) Workdays. Contractor is allowed to charge the Customer for the cost of exchanges in accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may be adjusted by City

under this Agreement. Additional Collection Containers or different size Collection Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

10.5.10 Newly Painted Bins and Roll-Off Containers

Contractor shall supply newly painted Bins and Roll-Off Containers in good condition which comply with Collection Container specifications in Section 10.5. If any changes to these specifications are adopted after the Effective Date that results in Contractor being required to replace Collection Containers before they have been fully depreciated, Contactor will be eligible for additional compensation in accordance with Section 15.1.

10.5.11 Bin and Roll-Off Signage, Painting, and Cleaning

All metal Bins and Roll-Offs of any service type furnished by Contractor must be either painted or galvanized. All metal or plastic Bins and Roll-Offs must display Contractor's name, Contractor's customer service telephone number, and the number of the Bin or Roll-Off and must be kept in a clean and sanitary condition. Bins and Roll-Offs should be free of dents and newly painted at the start of this Agreement and painted as needed to maintain an orderly appearance throughout the Term of the Agreement, but not less frequently than once every three (3) calendar years. Bins and Roll-Offs may be subject to periodic, unscheduled inspections by City and determination as to sanitary condition will be made by City.

10.5.12 Safety Markings

All Collection equipment used by Contractor must have appropriate safety markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

10.6 Personnel

10.6.1 General Requirements

Contractor must employ and assign qualified personnel to perform all services required under this Agreement.

In providing services for City, Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or sexual orientation. Contractor shall take affirmative action to ensure such non-discrimination. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor shall, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that qualified applications will receive consideration for employment without regard to race, creed, color, national origin, sex or sexual orientation.

City may request the transfer of any employee of Contractor who materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the performance of his or her duties under this Agreement.

Contractor's field operations personnel are required to wear a clean uniform shirt bearing Contractor's name. Contractor's employees, who normally come into direct contact with the public, including drivers, must bear some means of individual photographic identification such as a name tag or identification card.

Each driver of a Collection vehicle must at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

Subject to written notice by City, Contractor may be required to submit to the Chief of Police, for fingerprinting, all employees involved in Collecting, Hauling or Disposal of Solid Waste, subject to any conditions imposed by Contractor's Labor Agreement.

Contractor's employees, officers, and agents may not identify themselves or in any way represent themselves as being employees or officials of City.

10.6.2 Route Supervisor

Contractor must assign a qualified supervisor to be in charge of the Collection service within the City and must provide the name of that individual in writing to the Public Works Director no later than January 1, 2025, and any other time the individual in that position changes. The supervisor must be available to the Public Works Director through the use of telecommunication equipment at all times that Contractor is providing Collection services. In the event the supervisor is unavailable due to illness or vacation, Contractor must designate an acceptable substitute who will be available and who has the authority to act in the same capacity as the Route Supervisor.

10.6.3 Contract Manager

Contractor must designate an individual who serves the function equivalent to a "Contract Manager" and must provide the name of that individual in writing to City no later than January 1, 2025 and any other time the individual in that position changes. The Contract Manager must be available to the City through the use of telecommunications equipment at all times that Contractor is providing Collection services in the City. The Contract Manager must provide City with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

11 Insurance and Performance Bond

11.1 Insurance Policies

Contractor must secure and maintain throughout the Term of this Agreement insurance as described in this Section 11 against claims for personal injury or damages to property which may arise from or in connection with Contractor's performance of work or services hereunder or the actions or inactions of Contractor in connection with Contractor's performance. Contractor's performance of work or services includes performance by Contractor's employees, agents, representatives, and subcontractors. City does not, and shall not, waive any rights against Contractor which it may have by reason of the hold harmless and indemnity agreements or the deposit by Contractor of the insurance policies described in this Section. The insurance required is in addition to and separate from any other obligations contained in this Agreement.

11.2 Minimum Scope of Insurance

Insurance coverage must be at least this broad:

1. Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including X, C, U where applicable.
2. Insurance Services Office Form No.CA 0001 (Ed. 12/93) covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage must also include code 8, "hired autos" and code 9 "non-owned autos".
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability Insurance.
4. Environmental Pollution Liability Insurance.

11.3 Minimum Limits of Insurance

Contractor must maintain insurance limits no less than:

11.3.1 Comprehensive General Liability

$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement, or the general aggregate limit must be $10,000,000. The required limits can be satisfied with an umbrella/excess liability policy.

11.3.2 Automobile Liability

$5,000,000 combined single limit per accident for bodily injury and property damage.

11.3.3 Workers' Compensation and Employers Liability

Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of $1,000,000 per accident.

11.3.4 Environmental Pollution Liability

$5,000,000 per occurrence and $10,000,000 aggregate. Should coverage be claims made, coverage shall continue for five (5) years following the termination of this Agreement or should coverage be cancelled, tail or run-off coverage shall be purchased by Contractor for no less than five (5) calendar years. Coverage shall

include bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants resulting from Contractor's operations.

11.4 Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to City's risk manager and approved by the City. Should City form a reasonable belief that Contractor may be unable to pay any deductibles or self-insured retentions, Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by City's risk manager.

11.5 Endorsements

The policies are to contain, or be endorsed to contain, the following provisions:

11.5.1 General Liability, Automobile and Environmental Liability Coverage

1. City, its elected officials, officers, employees, agents, and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; and automobiles owned, leased, hired, or borrowed by Contractor. The coverage must contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents, and contractors.
2. Contractor's insurance coverage must be primary insurance as respects City, its elected officials, officers, employees, agents, and contractors. Any insurance, or self-insurance maintained by City will be in excess of Contractor's insurance and will not contribute with it.
3. Any failure to comply with reporting provisions of the policies will not affect coverage provided to City, its elected officials, officers, employees, agents, or contractors.
4. Coverage must State that Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The automobile liability policy shall be endorsed to delete the pollution and/or the asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by Federal or State authorities.

All Coverage. Each insurance policy required by this Agreement must be endorsed to state that coverage may not be canceled except after thirty (30) calendar days (ten (10) days in the event of cancellation for non-payment) prior written notice has been given to City. Moreover, Contractor will not order the cancellation of any required insurance policy or change in insurance policy limits without thirty (30) days prior written notice to City by Contractor.

11.6 Acceptability of Insurers

Insurance is to be placed with insurers authorized to do business in the State of California and with an A.M. Best rating of A-/VII or better.

11.7 Verification of Coverage

Contractor must furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor must furnish

City with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

Proof of insurance must be mailed to the following address, or any subsequent address as may be directed by the City:

City of South Pasadena
Attn: Risk Manager
1414 Mission Street
South Pasadena, CA 91030

11.8 Subcontractors

Contractor must include all other companies and subcontractors providing services on behalf of Contractor at its request under this Agreement in the City as additional insureds under its policies or subcontractors and other companies must obtain separate certificates and endorsements. All coverages for companies and subcontractors shall be subject to all of the requirements stated herein. For the avoidance of doubt, facility operators and subhaulers are not considered subcontractors.

11.9 Modification of Insurance Requirements

The insurance requirements provided in this Agreement may be modified or waived by City's risk manager, in writing, upon the request of Contractor if City's risk manager determines such modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

11.10 Rights of Subrogation

All required insurance policies must preclude any underwriter's rights of recovery or subrogation against City with respect to matters related to Contractor's performance of its obligations under this Agreement, with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor must ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they will have no recourse against City for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which City is named as an additional insured will not apply to City.

11.11 Failure to Maintain Insurance

Should Contractor fail to obtain or maintain insurance as required by this Agreement, Contractor shall have seven (7) days to cure the defect, during which time, City shall have the option, but not the obligation to, at Contractor's sole expense obtain replacement insurance coverage during said cure period at Contractor's expense. Should Contractor fail to correct this defect within such time-frame, City shall have the option to terminate this Agreement immediately. The notice shall provide the date of termination.

12 Hold Harmless and Indemnification

12.1 Defense and Indemnity of Third-Party Claims/Liability

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, elected officials, agents, employees and volunteers ("City Indemnitees") from and against all liability including, but not limited to, any claim, demand, action, penalty, proceeding or suit in law or equity of any kind (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties), loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature to the extent arising out of or in connection with (i) Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or (ii) the failure of Contractor to comply with any Applicable Laws (including, without limitation Environmental Laws, ordinances and regulations, and/or applicable permits and licenses), or (iii) the acts of the Contractor in performing services under this Agreement for which strict liability is imposed by law.

12.2 Nonwaiver

City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 11.

12.3 Diversion Indemnification

Contractor agrees to hold the City harmless and indemnify and defend (with counsel reasonably approved by City), from and against all fines or penalties imposed by CalRecycle on the City to the extent Diversion requirements set forth in Public Resources Code Section 41780 are not met by City and if the lack in meeting such requirements are attributable to the failure of Contractor to implement and operate the Diversion programs required by this Agreement or solely due to Contractor-caused delays in providing information that prevents Contractor or the City from submitting reports to regulators in a timely manner. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging any consultants or attorneys necessary to represent City in any challenge at Contractor's sole cost and expense (with counsel reasonably approved by City). Any funds expended by Contractor, pursuant to this subsection, for fines and expenses (including consultant fees, attorneys' fees and costs) shall not be passed on to Customers as part of a rate increase or otherwise.

12.4 Hazardous Substances Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by City), protect and hold harmless the City Indemnitees from and against any and all claims, damages, demands, actions and causes of action (including administrative proceedings), suits, losses, costs and expenses (including but not limited to attorneys' fees and costs), penalties, fines, judgments or liabilities of any kind whatsoever resulting, arising from or attributable to the actions of Contractor, including removal action or response action undertaken pursuant to CERCLA or the Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981, with respect to Solid Waste or Household Hazardous Waste Collected, Transported and/or Disposed of or handled by Contractor at Disposal Sites selected by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect, hold harmless and indemnify the City Indemnitees from all forms of liability under CERCLA and the Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981.

12.5 Consideration

It is specifically understood and agreed that the consideration inuring to Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights, and responsibilities contained in this Agreement.

12.6 Obligation

This Agreement obligates Contractor to comply with the foregoing indemnification and release provisions; however, the collateral obligation of providing insurance must also be complied with as set forth in this Agreement.

12.7 Subcontractors

Contractor must require all subcontractors performing work in the City to enter into a contract containing the insurance provisions set forth in Section 11 in which the subcontractor fully indemnifies City in accordance with this Agreement.

12.8 Exception

Notwithstanding other provisions of this Agreement to the contrary, Contractor's obligation to indemnify, hold harmless and defend City Indemnitees will not extend to any liability including, but not limited to, any claim, demand, action, penalty, proceeding or suit in law or equity of any kind (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties), loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City Indemnitees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers, or (iv) as limited by Public Resources Code Section 40059.1.

12.9 Uncontrollable Circumstances

If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected Party, then the affected Party will be excused from performance hereunder during the period of such disability.

1. The Party claiming excuse from performance must promptly notify the other Party when it learns of the existence of such cause, including the facts constituting such cause, and when such cause has terminated.
2. The interruption or discontinuance of services by a Party caused by circumstances outside of its control will not constitute a default under this Agreement.

12.10 Damage by Contractor

If Contractor's employees or subcontractors cause any injury, damage, or loss to City property, including but not limited to City streets or curbs, excluding normal wear and tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage, or loss. Such reimbursement is not in derogation of

any right of City to be indemnified by Contractor for any such injury, damage, or loss. With the prior written approval of City, Contractor may repair the damage at Contractor's sole cost and expense. Any injury, damage or loss to private property caused by the negligent or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at Contractor's sole expense.

13 Transition to Next Service Provider

If the transition of Collection services to another company occurs through expiration, termination, default or otherwise, Contractor shall cooperate fully with City and any subsequent contractors to ensure an orderly transition. Such cooperation shall include, but not be limited to, the transfer of non-proprietary computer data, files and tapes; providing non-proprietary routing information, billing and service information, Customer lists and other operating records needed to service all properties covered by this Agreement; providing a complete inventory of all Collection Containers; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent agreement and providing other reports and data required by this Agreement.

Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of Containers and pick-up days) at least thirty (30) days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. In addition, Contractor shall be responsible for coordinating transfer immediately after Contractor's final pick-ups, so as not to disrupt service.

Contractor shall cooperate in good faith with City and new service provider in scheduling exchanges of Contractor's Containers with Containers provided by the new service provider so as to assure that customers neither need to find storage for two sets of Containers nor go without a Container for an inconvenient length of time; provided, Contractor is not under any obligation to permit the continued use of its Containers upon the start of services by any new service provider.

14 Default of Agreement

14.1 Default

City may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the happening of any one of the following events.

1. Any assignment of this Agreement by Contractor without complying with the requirements of Section 16.1.

2. Contractor takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

3. By order or decree of a court, Contractor is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, such default will be deemed immediate; or

4. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and such possession or control continues in effect for a period of sixty (60) calendar days; or

5. Contractor has defaulted by failing or refusing to pay in a timely manner the monies due City and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

6. Contractor has defaulted by allowing any final judgment for the payment of money owed to City to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

7. Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, and is therefore, a “habitual violator.” In order to be deemed a “habitual violator” such violations must have occurred and been noticed to Contractor in writing not less frequently than three (3) times in any twenty-four-month period.

14.2 Discontinuance of Work

Upon receipt of a default action, the Contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver, license or sublicense, or otherwise make available to the City within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured under this Agreement, which shall become City property upon date of such

termination in accordance with reasonable terms and conditions, including measures required to protect the Contractor with respect to any of its licensors. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein within thirty (30) calendar days of said termination.

14.3 Survival

The rights and remedies of the Parties provided in this section shall not be exclusive and in addition to any other rights and remedies provided by law or under this Agreement.

15 Modification to the Agreement

15.1 City-Directed Change (Facilities; Containers)

City may request changes as specified in Section 5.12 and/or Section 10.5.10 as may from time-to-time be necessary and desirable for the public health and welfare. City agrees to adjust Maximum Service Rates and modify this Agreement to reflect additional costs borne by Contractor. When such modifications are requested, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in the Agreement under this Section 15.1. City and Contractor will not unreasonably withhold agreement to such compensation adjustment for any increase or decrease in the services or other obligations required of Contractor. Should agreement between City and Contractor on compensation adjustment not be reached within six (6) months of the change request, or other period as agreed upon by both Parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 15.3.

15.2 Change in Law

In the event any change in Applicable Law materially alters the obligations of Contractor, then the affected Maximum Service Rates, as established in Exhibit 1 of this Agreement, will be adjusted as provided herein. Nothing contained in this Agreement will require any Party to perform any act or function contrary to law. City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law, including applicable case-law. When such modifications are made to this Agreement, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any change in law or under this Section 15.2. City and Contractor will not unreasonably withhold agreement to such compensation adjustment or other obligations required of Contractor. Should agreement between City and Contractor on compensation adjustment not be reached within six (6) months of the change request, or other period as agreed upon by both Parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 15.3.

15.3 Arbitration

Arbitration shall be conducted by a single arbitrator. If, within twenty (20) days from the receipt of a request to arbitrate (or such longer period mutually agreed to by the Parties), the Parties are unable to agree on an arbitrator, then a single arbitrator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, which shall govern any arbitration requested under this provision. Each Party shall bear its own costs and expenses of any arbitration. Each Party shall pay one-half of the costs of the arbitrator.

16 Other Agreement of the Parties

16.1 Assignment

No assignment of this Agreement or any right occurring under this Agreement may be made in whole or in part by Contractor without the express prior written consent of the City Council, which shall not be unreasonably conditioned, delayed, or denied. In the event of any assignment approved by the City Council, the assignee must fully assume all the liabilities of Contractor by way of an assignment and assumption agreement. Notwithstanding the above, an assignment to an affiliate of Contractor may be undertaken upon notice to City Manager, but without the requirement for its approval. For purposes of this provision, "affiliate" means any person or legal entity that, directly or indirectly, controls, is controlled by, or is under common control with Contractor.

The use of a subcontractor to perform services under this Agreement will not constitute delegation of Contractor's duties provided that Contractor has received prior written authorization from the Public Works Director to subcontract such services and the Public Works Director has approved a subcontractor who will perform such services. Contractor will be responsible for directing the work of Contractor's subcontractors and any compensation due or payable to Contractor's subcontractor will be the sole responsibility of Contractor. The Public Works Director will have the right to require the removal of any approved subcontractor for reasonable cause.

16.2 Permits, Licenses, and Chamber Membership

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. Contractor must provide proof of such permits, licenses or approvals and must demonstrate compliance with the terms and conditions of such permits, licenses, and approvals upon the request of the Public Works Director. The Contractor must have a valid City of South Pasadena Business License throughout the term of the Agreement. Contractor shall maintain an active Chamber of Commerce membership.

16.3 Laws to Govern

The law of the State of California governs the rights, obligations, duties and liabilities of City and Contractor under this Agreement and governs the interpretation of this Agreement.

17 General Provisions

17.1 Consent to Jurisdiction

The Parties agree that any litigation between City and Contractor concerning or arising out of this Contract must be filed and maintained exclusively in the Superior Courts of Los Angeles County, State of California, or in the United States District Court for the Central District of California to the fullest extent permissible by law. Each Party consents to service of process in any manner authorized by California law.

17.2 Compliance with Laws

In the performance of this Agreement, Contractor must comply with all Applicable Laws, including, without limitation, the South Pasadena Municipal Code. City shall provide written notice to Contractor of any planned amendment of the South Pasadena Municipal Code that would substantially affect the performance of Contractor's services pursuant to this Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

17.3 Independent Contactor

In the performance of services pursuant to this Agreement, Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor will have exclusive control of the details of the services and work performed and over all Persons performing such services and work. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, shall obtain any rights to any benefits that accrue to City employees.

17.4 Entire Agreement

This Agreement and the attached Exhibits constitute the entire Agreement and understanding between the Parties, and the Agreement will not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the Parties.

17.5 Severability

Except as specified in Section 3.5, if any provision of this Agreement or the application of it to any Person or situation is to any extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to Persons or situations other than those as to which it is held invalid or unenforceable, will not be affected, will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

17.6 Right to Require Performance

The failure of any Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right of the other Party thereafter to enforce same. Nor will waiver of any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

17.7 All Prior Agreements Superseded

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

17.8 Amendments to Agreement

This Agreement may not be changed, modified, amended or waived, except in writing and as approved by Contractor and the City Council.

17.9 Headings

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

17.10 Exhibits

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement, and each is incorporated by this reference.

17.11 Waiver

Waiver by City or Contractor of any breach for violation of any term covenant or condition of this Agreement will not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant, or condition. The subsequent acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City will not be deemed to be a waiver by City of any breach for violation of any term, covenant, or condition of this Agreement.

17.12 Prohibition Against Gifts

Contractor represents that Contractor is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or designated employee any gifts prohibited by the City.

17.13 Point of Contact

The day-to-day dealings between Contractor and City will be between Contractor and the Public Works Director, or his or her designee.

17.14 City Representative

Whenever this Agreement requires the City to take any action, the City Council designates the Public Works Director to take such action on behalf of the City, unless another individual or entity is otherwise specified in this Agreement or unless the City Council designates actions to different Persons or itself. The Public Works Director may designate individual(s) to administer and monitor the provisions of this Agreement.

17.15 Notices

All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mails, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed notice (registered or certified) shall be deemed received five (5) days after deposit. A Party may change the address to which notice is given by giving notice and provided herein.

As to the City:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attn: Public Works Director, Ted Gerber
Email: TGerber@SouthPasadenaCA.gov
Phone: (626) 460-6392

As the Contractor: Athens Services
14048 Valley Blvd.
City of Industry, CA 91746
Attn:
Email:
Phone:

Notice by City to Contractor of a Collection or other Customer problem or complaint may be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor via email by the end of the Workday.

17.16 Signatures

(a) Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Scanned Signatures. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e., files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) Digital/Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the Parties' consent to do business electronically.

[Signature page(s) follow]

IN CONCURRENCE AND WITNESS WHEREOF, City and Contractor have executed this Agreement as of October 2, 2024.

CITY OF SOUTH PASADENA:

By: _____

Evelyn Zneimer, Mayor

CONTRACTOR:

Arakelian Enterprises, Inc. d/b/a Athens Services

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

By: _____

Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

By: _____

Roxanne Diaz, City Attorney

Exhibit 1:
MAXIMUM SERVICE RATES
PARTIES TO INSERT REVISED RATE SHEET

Exhibit 2:
BUS STOP BARREL COLLECTION SCHEDULE

Exhibit 3:
SWEEPING SERVICES

1. Street Sweeping Services, Approved Sweeping Plan

Contractor shall provide Street Sweeping Services at City streets in public rights of way and other areas within the City, as specified herein, in accordance with the schedule, times, and routes provided in Exhibit 3-A ("Approved Sweeping Plan") without charge to City or Customers. Except as provided in this Exhibit 3 or the Approved Sweeping Plan, Contractor will perform Street Sweeping Services on a bi-weekly basis.

2. Changes to Approved Sweeping Plan

Contractor may request modifications to the Approved Sweeping Plan, subject to the approval of the Public Works Director, whose approval shall not be unreasonably conditioned, delayed, or denied. Further, prior to the start of any new Street Sweeping Service schedule or route, as approved by the Public Works Director, Contractor shall, at Contractor's own expense, provide a written notice to be included, by City, as an insert with regular billings to notify each affected Customer of the day or days of the week on which streets will be swept. The notice shall contain the day or days of the week upon which Solid Waste Collections and Street Sweeping Services will be made, the name, address and telephone number of Contractor, and other information and be provided to each Customer affected unit not less than fourteen (14) days prior to the change of any Street Sweeping Service schedule. Contractor shall also cause the schedule and route of the new Street Sweeping Service to be published twice in a responsible newspaper of local circulation once each week for two (2) successive weeks immediately prior to the change in the Solid Waste Collection and Street Sweeping Service schedule or route in a district. The published schedule and route shall contain the same information as the written notice outlined above and shall clearly indicate the precise area involved in the change.

3. Downtown Sweeping Service

Contractor shall perform Street Sweeping Service three (3) times every week between the hours of 5:00 am and 7:00 am within the City's Downtown area in accordance with the Approved Sweeping Plan.

4. City Parking Lot Sweeping Service

Street Sweeping Service shall include sweeping for the City's seven (7) parking lots specified in the Approved Sweeping Plan (collectively, "City Parking Lots"). Contractor shall sweep the parking lots at minimum one (1) time every other week at the schedule and route set forth in the Approved Street Sweeping Plan, or other frequency as agreed by Contractor and the Public Works Director. Contractor shall also Collect Solid Waste and supply and replace Container liners at any and all City Containers at the City Parking Lots two (2) times per week, or other frequency as agreed by Contractor and the Public Works Director, and pressure wash the parking lot one (1) time per calendar year at times and days approved by the Public Works Director, and in accordance with applicable stormwater regulations. Service shall also include removing any Solid Waste outside of the Containers and the Transportation and Disposal of Solid Waste Collected while providing the services hereunder.

5. City Garage Sweeping Service

Street Sweeping Service shall including sweeping for the City's "Mission Meridian" parking garage specified in the Approved Sweeping Plan. Contractor shall sweep the garage at least one (1) time per week, Collect Solid Waste, supply and replace Container liners at the three (3) parking garage Containers two (2) times per week or other frequency as agreed by Contractor and the Public Works Director, and pressure wash the parking garage one (1) time per calendar year at times and days approved by the Public Works Director and

in accordance with applicable stormwater regulations. Service shall also include removing any Solid Waste outside of the Containers and the Transportation and Disposal of Solid Waste Collected while providing the services hereunder.

6. Other Associated Work

If circumstances exist that require work similar to but not specifically provided for in this Exhibit, City may request Contractor to perform such other associated work ("OAW"). When Contractor performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of City and Contractor. Examples of OAW include but are not limited to performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, City requested clean-up services, additional porter services, emergency call-outs, pressure washing, bus shelter clean-up, increases in the frequency or amount of Street Sweeping Service, and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance. Contractor shall be reimbursed for such services at its then-current hourly rates.

7. Equipment

Contractor shall use such standard heavy street sweeping equipment as is necessary to clean the City areas of paper, dirt, rocks, leaves and debris. Contractor shall also maintain all equipment. Equipment should be clean and in good mechanical condition, uniformly painted and numbered. In cases of equipment failure or operator failure which precludes the sweeping of scheduled streets during their posted time frames, Contractor shall make every reasonable effort to provide services during the scheduled time frames. Should the equipment or operator failure be of such a duration that the regularly scheduled street sweeping of a posted street is not able to be swept during the designated time frames, Contractor shall sweep those neglected (not swept during the designated time frames) streets during the first available opportunity.

8. Contractor/City Communication

Contractor shall establish and maintain an office and have an authorized supervisor as the point of contact for communications with City for street sweeping. Contractor's office shall have a twenty-four (24) hour telephone service and a responsible individual in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by City. Contractor shall respond and provide emergency service within three (3) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

9. Disposal and Recycling of Materials

Contractor shall Transport and Dispose of all sweeping materials in accordance with all City, County, State, and Federal requirements. To the extent possible, Contractor shall Divert or Compost all street sweepings from landfills. Contractor shall report on a monthly basis the tonnage of sweepings Collected and the tonnage Disposed of at a Composting or Recycling center and the name and address of the facility. Upon City's request, Contractor shall also provide City with the pertinent information from the Composting or Recycling facility certifying the percentage of material Processed that is Disposed at landfill and where material is sent after Collection and Processing at the facility.

10. Hazardous Waste

Contractor shall not be required to remove any Hazardous Waste from the street surface. If, in the course of performing Street Sweeping Services, any suspected Hazardous Waste is encountered, Contractor shall immediately report the location to the City, and any other responsible agency.

11. Damage

Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages solely caused by his/her actions. Any repairs and associated cost resulting from Contractor-caused damage shall be the responsibility of the Contractor.

12. Water for Dust Control

City shall provide sufficient water for use of sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to Contractor. Contractor is to coordinate with the Public Works Director in advance to identify the regular location(s) for water access. Access to water/hydrants without a meter is prohibited. If Contractor obtains water from a provider that is not the City, Contractor is responsible for obtaining and paying for the water except in such circumstances where the City no longer provides water to Contractor at no cost to Contractor, in which case the City will reimburse Contractor for the cost of procuring water from the City or a replacement provider, as applicable.

13. Wind-Down of Certain City Sweeping Services

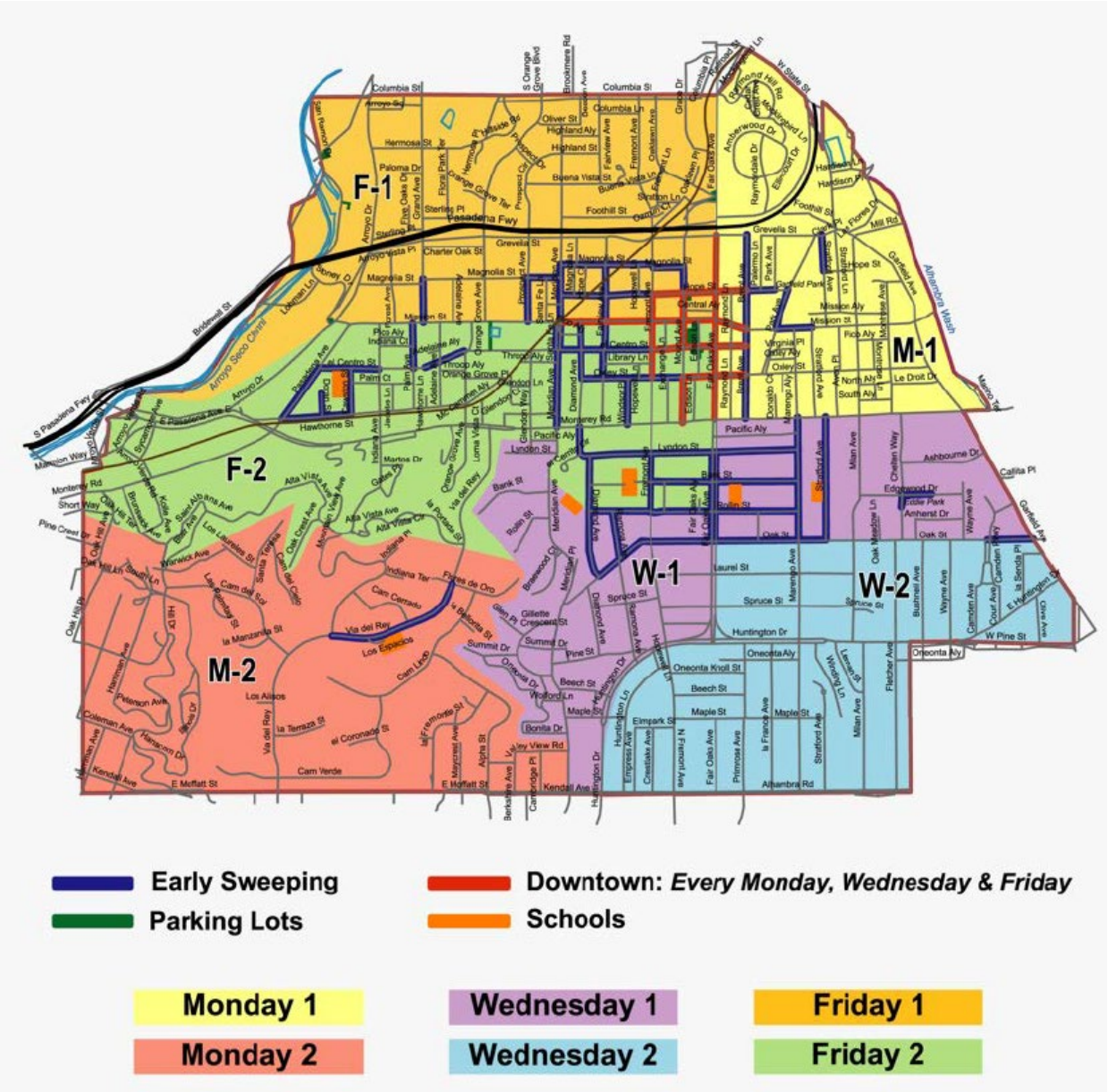
Notwithstanding any provision in this Agreement to the contrary, upon any notice specified in Section 4.2 of the Agreement, Contractor shall bill the City its then-existing rates, as listed in Exhibit 1, for services specified in Sections 4 (City Parking Lot Sweeping Service) and 5 (City Garage Sweeping Service) of this Exhibit. Thereafter, Contractor shall invoice the City on the first business day of each month for City parking lot and City garage sweeping services rendered during the preceding month. If City is unable, by operation of Applicable Law, to pay Contractor's then-existing hourly rates applicable for services hereunder, retroactively or prospectively, Contractor shall be entitled to a rate adjustment in accordance with Section 7.9 of the Agreement for the amounts that Contractor would have received but for operation of Applicable Law.

14. Prevailing Wage

Notwithstanding any provision in the Agreement to the contrary, the provision of Street Sweeping Services without charge to City is not subject to payment of prevailing wages or related laws, regulations, or policies ("Prevailing Wage Law"). In the event, the Prevailing Wage Law applies to Street Sweeping Services, retroactively or prospectively, Contractor shall be entitled to a rate adjustment in accordance with Section 7.9 of the Agreement for the provision of Street Sweeping Services in accordance with the Prevailing Wage Law.

Exhibit 3-A:
APPROVED SWEEPING PLAN

City Street Sweeping Route Map and Schedule



Sweeping shall occur between 7:00 am and 12:00 pm except areas designated for "Early Sweeping" which shall occur between 5:00 am and 7:00 am.

City Parking Lot Sweeping and Collection Schedule	
1. *Service Yard (825 Mission Street)* 2. *City CNG Station/Storage Yard (660 Stoney Drive)* 3. *Arroyo Seco Racquet Club (920 Loman Lane)* 4. *Arroyo Seco Golf Course (1000-1055 Lohman Lane)* 5. *Hope St. & Mound Ave. Lot (820 Mound Avenue)* 6. *El Centro St. and Mound Ave. Lot #1 (1500 El Centro Street)* 7. *El Centro St. and Mound Ave. Lot #2 (1507 El Centro Street)*	
Sweep Parking Lots	1 day every other week
Collect any and all Containers in Parking Lots	2 days per week (Tuesdays/Fridays)
Pressure Wash Parking Lots	1 time per calendar year

City Garage Sweeping and Collection Schedule	
Mission Meridian Garage (805 Meridian Avenue)	
Sweep Parking Garage	1 day per week
Collect three (3) Containers in Parking Garage	2 days per week (Tuesdays/Fridays)
Pressure Wash Parking Garage	1 time per calendar year

Exhibit 4:
LIST OF ACCEPTABLE ORGANIC WASTE MATERIALS

GREEN WASTE

- Flower and hedge trimmings
- Grass clippings
- Leaves and branches
- Weeds
- Lumber*
- Scrap wood*
- Plywood*

**Not painted or treated*

FOOD SCRAPS

- Bread, rice, and pasta
- Cheese and dairy
- Coffee grounds and filters
- Fruits and vegetables
- Flowers and herbs
- Meat, bones, and poultry
- Seafood and soft shells
- Pet food (nonmedicated)

FOOD-SOILED PAPER*

- Food-stained paper
- Paper egg cartons
- Paper napkins
- kitchen paper towels
- Pizza boxes
- Plates
- To-go boxes (no coating)
- Wood and fiber-based utensils

**Must be 100% fiber-based. No materials with - p*
wax, or bioplastic coating, liner, or laminate.

UNACCEPTED ITEMS

- All plastics
- Cacti, succulents, and yucca
- Compostable plastics (bioplastics)
- Coffee cups and pods
- Fats, oils, and grease
- Food stickers (please remove from items)
- Gloves
- Hard shells (clams, mussels, oysters)
- Medication
- Palm fronds
- Paper napkins with cleaning chemicals
- Paper towels with cleaning chemicals
- Parchment and wax paper
- Pet waste
- Rocks and soil
- Rubber bands and twist ties
- Tea bags
- Textiles
- Tissues and wet wipes

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING AN EXCLUSIVE SOLID WASTE HANDLING AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES), DIRECTING STAFF TO SCHEDULE A PUBLIC HEARING TO CONSIDER PROPOSED RATE INCREASES TO THE CITY'S CHARGES FOR THE COLLECTION, TRANSFER, TRANSPORTATION, RECYCLING, PROCESSING, AND DISPOSAL OF SOLID WASTE, INCLUDING ORGANIC WASTE, AND TO PROVIDE NOTICE OF THE PUBLIC HEARING IN ACCORDANCE WITH CALIFORNIA CONSTITUTION ARTICLE XIII D, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECITALS:

WHEREAS, the Legislature of the State of California, by enacting the California Integrated Waste Management Act of 1989, as amended (California Public Resources Code Section 40000 *et seq*.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their respective jurisdictions; and

WHEREAS, the City Council has enacted Chapter 16 of the South Pasadena Municipal Code (Organic and Nonorganic Waste) to establish standards for the collection, transfer, transportation, recycling, processing, and disposal of solid waste, including organic waste and nonorganic waste ("Solid Waste Services"), and the awarding of franchise agreements for Solid Waste Services; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1) and Sections 16.5 and 16.6 of the South Pasadena Municipal Code, the City is authorized to grant an exclusive franchise to a qualified solid waste enterprise for Solid Waste Services within the City without competitive bidding; and

WHEREAS, the City previously entered into an exclusive franchise Agreement for Refuse and Recyclable Materials Collection, Transportation, and Disposal with Arakelian Enterprises, Inc. (dba Athens Services) ("Athens") dated November 6, 1996, which agreement was previously amended on November 6, 2000 and November 15, 2017 (as amended, the "Current Agreement"); and

WHEREAS, following good faith negotiations, the City and Athens desire to enter into a new Exclusive Solid Waste Handling Agreement ("Exclusive Franchise Agreement"), a copy of which is on file in the office of the City Clerk, which will supersede and replace the Current Agreement, in order to add services in order to bring the City into compliance with applicable law, including Senate Bill 1383, the Short-lived Climate

Pollutant Reduction Act, and the SB 1383 Regulations, which require jurisdictions to provide organic waste collection services; and

WHEREAS, as required by the public health, safety and well-being, the City Council desires to approve the Exclusive Franchise Agreement; and

WHEREAS, the City Council is authorized pursuant to California Health and Safety Code Section 5471 to prescribe, revise and collect rates and charges for Solid Waste Services; and

WHEREAS, implementation of an SB 1383 program will result in additional costs being incurred by Athens, and in order to compensate Athens for its additional costs, Athens has requested the City Council to increase the maximum rates for Solid Waste Services for all premises in the City (single-family premises, multi-family premises, and commercial premises) in accordance with the Maximum Service Rates set forth in Exhibit 1 to the proposed Exclusive Franchise Agreement (the "Proposed Rate Adjustments"); and

WHEREAS, City staff recommends that the City Council consider the Proposed Rate Adjustments following a public hearing held and noticed in accordance with the requirements of Article XIII D, Section 6 of the California Constitution (also known as Proposition 218) and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, *et seq*.) ("Implementation Act"); and

WHEREAS, the City Council desires to initiate proceedings to consider the Proposed Rate Adjustments; and

WHEREAS, the proposed Exclusive Franchise Agreement provides that it will not become effective until after the culmination of any proceedings relating to Proposition 218, resulting in the approval by the City Council of the Maximum Service Rates set forth in Exhibit 1 of the Exclusive Franchise Agreement; and

WHEREAS, City staff has evaluated the entering into of the proposed Exclusive Franchise Agreement and approval of the Proposed Rate Adjustments for purposes of compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq*.) (CEQA) and the California CEQA Guidelines and has determined that approval of the Exclusive Franchise Agreement and Proposed Rate Adjustments are intended to implement State mandated requirements of the California Senate Bill (SB) 1383, Short-lived Climate Pollutant Reduction Act of 2016. Pursuant to CEQA Guidelines Section 15308, Class 8, "Actions by Regulatory Agencies for Protection of the Environment," these actions are exempt from further review under CEQA. The development and implementation of the amended services is a requirement of the California Department of Resources Recycling and Recovery (CalRecycle) and is exempt from CEQA because it is an action pursuant to a regulatory requirement to assure the protection of the environment, and involves procedures for protection of the environment. Furthermore, the amended services apply to the City's existing volume of generated solid waste, where there is no expansion of use, and is therefore exempt from the CEQA analysis based on State CEQA Guidelines requirements under Section

21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full.

Section 2. The City Council hereby approves the Exclusive Franchise Agreement and authorizes the City Manager to execute the Exclusive Franchise Agreement in substantially the form on file with the City Clerk, with such changes as deemed necessary or appropriate by the City Manager or City Attorney, and authorizes the City Manager to do all things necessary and proper to implement this resolution.

Section 3. The City Council hereby directs staff to proceed with mailing notice of a public hearing on the Proposed Rate Adjustments, to be held on November 20, 2024, or such other date selected by the City Manager, in accordance with the requirements of Article XIII D, Section 6 of the California Constitution and the Implementation Act.

Section 4. The City Council concurs with staff's CEQA determination set forth in the recitals.

Section 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of South Pasadena on this 2nd day of October 2024.

Evelyn G. Zneimer, Mayor

ATTEST:

Mark Perez,
Deputy 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 2nd day of October, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Mark Perez,
Deputy City Clerk

CITY OF SOUTH PASADENA
CITY CLERK DIVISION
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7210 ▪ FAX: (626) 403-7211
WWW.SOUTHPASADENACA.GOV

NOTICE OF PUBLIC HEARING IN CONNECTION WITH PROPOSED INCREASES TO THE MAXIMUM SERVICE RATES FOR SOLID WASTE SERVICES

Dear City of South Pasadena Customer/Owner of Record:

This notice is to inform you of a public hearing on proposed rate increases due to the rising costs of providing solid waste services in the City of South Pasadena.

PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, November 20, 2024, at 7:00 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of South Pasadena will hold a public hearing in the Council Chambers of City Hall, 1414 Mission Street, South Pasadena, CA 91030, to consider increasing the Maximum Service Rates ("Rates") for the collection, transfer, transportation, recycling, processing, and disposal of solid waste ("Solid Waste Services").

The public hearing will be conducted in accordance with California Constitution Article XIII D, Section 6 (also known as Proposition 218). This notice is being sent to record owners of properties in the City that are subject to the Rates and to tenants that are directly responsible for paying for Solid Waste Services. As a result, you may receive duplicates of this notice.

Please check the agenda for the November 20, 2024 City Council meeting once it is posted on the City's website for additional information about how you can participate in the public hearing. Currently, members of the public have the option to participate in City Council meetings in person or virtually via Zoom or written public comment.

THE PROPOSED INCREASES TO THE MAXIMUM SERVICE RATES

The City currently contracts with a private solid waste hauler, Arakelian Enterprises, Inc. (dba Athens Services) ("Athens"), to provide Solid Waste Services. On October 2, 2024, the City Council approved a new agreement with Athens to provide Solid Waste Services ("Agreement"). The new Agreement will help ensure that the City complies with State law, including Senate Bill (SB)1383, the Short-Lived Climate Pollutant Reduction Act, and the SB 1383 Regulations,

which require the City to provide organic waste collection services. The City is proposing the Rate increases to cover the cost of providing Solid Waste Services under the new Agreement. The new Agreement will not become effective unless the City Council approves the proposed Rate increases.

The proposed increased Rates are shown on the attached chart. If approved by the City Council, the initial Rate increases will become effective on December 1, 2024. In addition, the Operations Component and the Disposal Component of the Rates may be adjusted on July 1, 2025, July 1, 2026, July 1, 2027 and July 1, 2028 without holding additional public hearings as follows:

The Operations Component (which includes Athens' costs of collecting and transporting Solid Waste) may be adjusted in proportion to the percentage change in the CPI for the immediately previous 12-month period (March through February). For purposes of the adjustment, the CPI is the Consumer Price Index for All Urban Consumers Series ID: CUURS49ASA0, Not Seasonally Adjusted, All Items, Los Angeles-Long Beach-Anaheim, CA as maintained and published by the United States Bureau of Labor Statistics, or its successor index.

The Disposal Component (which includes Athens' per ton costs of processing and disposing of Solid Waste) may be adjusted in proportion to the increase or decrease in costs as determined by the percentage change in gate rates or tipping fees (including but not limited to all taxes and surcharges) at the appropriate facility(ies) not to exceed the percentage change in the CPI, as described above.

PUBLIC HEARING AND PROTEST PROCESS

At the public hearing, the City Council will hear and consider all objections or protests to the proposed Rate increases. Any record owner of property subject to the Rates and any tenant that is directly liable for paying for Solid Waste Services (each, a "customer") may submit a written protest against the proposed Rate increases. If a parcel has more than one customer, only one written protest against the proposed Rate increases will be counted in determining the existence of a majority protest against the proposed Rate increases. A majority protest against the proposed Rate increases will exist if at the end of the public hearing, there are written protests submitted (and not withdrawn) by a majority of the customers subject to the proposed Rate increases. The City Council cannot adopt the proposed Rate increases if a majority protest exists.

How to Submit a Written Protest. To be counted in determining the existence of a majority protest against the proposed Rate increases, a protest must: (1) be in writing, (2) identify the parcel subject to the proposed Rate increases (by assessor's parcel number or service street address), (3) state opposition to the proposed Rate increases, and (4) include the name and original signature of the customer submitting the protest.

Written protests may be delivered in person to the City Clerk during the public hearing. Written protests may also be submitted prior to the public hearing by

mail or personal delivery to the Office of the City Clerk at 1414 Mission Street, South Pasadena, CA 91030. Protests that are mailed or delivered to the Office of the City Clerk must be received (not postmarked) at City Hall prior to 12:00 p.m. on November 20, 2024 to be counted. Emailed and faxed protests will not be accepted.

If you have any questions regarding the proposed Rate increases or would like to view the current rate schedule, please contact the City of South Pasadena Public Works Department at (626) 403-7240 or visit www.SouthPasadenaCA.gov.

CITY OF SOUTH PASADENA
PROPOSED RATE SCHEDULE
EFFECTIVE DECEMBER 1, 2024

MANUAL BARREL COLLECTION (Mixed Solid Waste + Organics)

SINGLE-FAMILY (1 UNIT)

Waste Type — *For Mixed Solid Waste and Organic Waste Collection*

Container Type — *Customers can have up to seven 32-gallon Barrels and can choose a mix of Black Barrels (for mixed Solid Waste) and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color. Additional Barrels, after seven, require additional fees. There is no change in rate for having less than seven Barrels.*

Frequency — *1x Collection per week (minimum and maximum)*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE	TOTAL MONTHLY RATE
1 UNIT	11.75	51.89	63.64	7.07	**$70.71**
EACH ADDITIONAL 32-GALLON BARREL	3.19	3.68	6.87	0.76	**$7.63**
ONE TIME DELIVERY CHARGE FOR ADD. BARREL	-	25.43	25.43	2.83	**$28.26**

MULTI-FAMILY (5+ UNITS) - MANUAL BARREL COLLECTION SERVICES ARE NOT OFFERED TO MULTI-FAMILY CUSTOMERS

COMMERCIAL - MANUAL BARREL COLLECTION SERVICES ARE NOT OFFERED TO COMMERCIAL CUSTOMERS

AUTOMATED BIN COLLECTION (Mixed Solid Waste)

SINGLE-FAMILY (1 UNIT)

Waste Type — *For Mixed Solid Waste Collection. Organic Waste Collection Service is required in addition to this Mixed Solid Waste Collection Service.*

Container Type — *Option of 1.5 yard, 2 yard, 3 yard, 4 yard, and 6 yard Bin*

Frequency — *Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*

Required Additional Services/Fee — *Organic Waste Collection Service is required in addition to this Mixed Solid Waste Collection Service.*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE	TOTAL MONTHLY RATE
1.5 YARD BIN					
1X per week	31.99	98.03	130.02	14.45	**$144.47**
2X per week	64.03	174.04	238.07	26.45	**$264.52**
3X per week	96.06	215.84	311.90	34.66	**$346.56**
4X per week	128.15	257.49	385.64	42.85	**$428.49**
5X per week	160.18	299.28	459.46	51.05	**$510.51**
6X per week	192.16	341.01	533.17	59.24	**$592.41**
2 YARD BIN					
1X per week	42.44	103.39	145.83	16.20	**$162.03**
2X per week	84.86	184.19	269.05	29.89	**$298.94**
3X per week	127.33	229.58	356.91	39.66	**$396.57**
4X per week	169.79	274.81	444.60	49.40	**$494.00**
5X per week	212.22	320.23	532.45	59.16	**$591.61**
6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN					
1X per week	64.10	145.44	209.54	23.28	**$232.82**

2X per week	128.19	171.80	299.99	33.33	**$333.32**
3X per week	192.32	197.96	390.28	43.36	**$433.64**
4X per week	256.45	235.62	492.07	54.67	**$546.74**
5X per week	320.53	279.13	599.66	66.63	**$666.29**
6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN					
1X per week	75.39	170.21	245.60	27.29	**$272.89**
2X per week	200.01	265.38	465.39	51.71	**$517.10**
3X per week	339.41	345.76	685.17	76.13	**$761.30**
4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**
6 YARD BIN					
1X per week	99.15	222.38	321.53	35.73	**$357.26**
2X per week	261.93	346.09	608.02	67.56	**$675.58**
3X per week	443.84	450.70	894.54	99.39	**$993.93**
4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**

MULTI-UNIT DWELLINGS (2 UNITS OR MORE)

Waste Type	*For Mixed Solid Waste Collection. Organic Waste Collection Service is required in addition to this Mixed Solid Waste Collection Service.*
Container Type	*Option of 1.5 yard, 2 yard, 3 yard, 4 yard, or 6 yard Bin*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*
Required Additional Services/Fee	*Monthly Bin Rental Fee must be added to monthly service charge. Organic Waste Collection Service is required in addition to this Mixed Solid Waste Collection Service.*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE	TOTAL MONTHLY RATE
BIN RENTAL FEE (in addition to per unit charge below)					
1.5 YARD BIN	5.16	21.73	26.89	2.99	**$29.88**
2 YARD BIN	7.09	29.46	36.55	4.06	**$40.61**
3 YARD BIN	10.42	43.32	53.74	5.97	**$59.71**
1X PER WEEK					
2 UNITS	15.59	70.51	86.10	9.57	**$95.67**
3 UNITS	19.09	84.57	103.66	11.52	**$115.18**
4 UNITS	22.50	98.62	121.12	13.46	**$134.58**
5 UNITS	25.85	112.43	138.28	15.36	**$153.64**
6 UNITS	28.06	121.96	150.02	16.67	**$166.69**
7 UNITS	29.96	129.70	159.66	17.74	**$177.40**
8 UNITS	31.74	137.54	169.28	18.81	**$188.09**
9 UNITS	33.68	145.42	179.10	19.90	**$199.00**
10 UNITS	35.54	153.19	188.73	20.97	**$209.70**
11 UNITS	37.46	161.08	198.54	22.06	**$220.60**
12 UNITS	39.26	168.79	208.05	23.12	**$231.17**
13+ UNITS (add per unit)	3.20	13.16	16.36	1.82	**$18.18**
2X PER WEEK					
2 UNITS	38.83	167.00	205.83	22.87	**$228.70**
3 UNITS	40.91	175.80	216.71	24.08	**$240.79**
4 UNITS	43.05	184.65	227.70	25.30	**$253.00**
5 UNITS	45.16	193.45	238.61	26.51	**$265.12**

6 UNITS	47.04	201.27	248.31	27.59	**$275.90**
7 UNITS	49.16	210.10	259.26	28.81	**$288.07**
8 UNITS	51.26	218.84	270.10	30.01	**$300.11**
9 UNITS	53.32	227.57	280.89	31.21	**$312.10**
10 UNITS	55.51	236.29	291.80	32.42	**$324.22**
11 UNITS	57.63	245.05	302.68	33.63	**$336.31**
12 UNITS	59.60	253.82	313.42	34.82	**$348.24**
13+ UNITS (add per unit)	4.81	19.74	24.55	2.73	**$27.28**
3X PER WEEK					
6 UNITS	78.92	334.32	413.24	45.92	**$459.16**
7 UNITS	80.83	342.14	422.97	47.00	**$469.97**
8 UNITS	82.73	350.07	432.80	48.09	**$480.89**
9 UNITS	84.51	357.69	442.20	49.13	**$491.33**
10 UNITS	86.65	366.09	452.74	50.30	**$503.04**
11 UNITS	88.65	374.25	462.90	51.43	**$514.33**
12 UNITS	90.54	382.94	473.48	52.61	**$526.09**
13+ UNITS (add per unit)	6.31	26.39	32.70	3.63	**$36.33**

COMMERCIAL

Waste Type	*For Mixed Solid Waste Collection. Organic Waste Collection Service is required in addition to this Mixed Solid Waste Collection Service.*
Container Type	*Option of 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard, or 3 yard compactor Bin*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*
Required Additional Services/Fee	*Organic Waste Collection Service is required in addition to this Mixed Solid Waste Collection Service.*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE	TOTAL MONTHLY RATE
1.5 YARD BIN					
1X per week	31.99	98.03	130.02	14.45	**$144.47**
2X per week	64.03	174.04	238.07	26.45	**$264.52**
3X per week	96.06	215.84	311.90	34.66	**$346.56**
4X per week	128.15	257.49	385.64	42.85	**$428.49**
5X per week	160.18	299.28	459.46	51.05	**$510.51**
6X per week	192.16	341.01	533.17	59.24	**$592.41**
2 YARD BIN					
1X per week	42.44	103.39	145.83	16.20	**$162.03**
2X per week	84.86	184.19	269.05	29.89	**$298.94**
3X per week	127.33	229.58	356.91	39.66	**$396.57**
4X per week	169.79	274.81	444.60	49.40	**$494.00**
5X per week	212.22	320.23	532.45	59.16	**$591.61**
6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN					
1X per week	64.10	145.44	209.54	23.28	**$232.82**
2X per week	128.19	171.80	299.99	33.33	**$333.32**
3X per week	192.32	197.96	390.28	43.36	**$433.64**
4X per week	256.45	235.62	492.07	54.67	**$546.74**
5X per week	320.53	279.13	599.66	66.63	**$666.29**
6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN					
1X per week	75.39	170.21	245.60	27.29	**$272.89**
2X per week	200.01	265.38	465.39	51.71	**$517.10**

3X per week	339.41	345.76	685.17	76.13	**$761.30**
4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**
6 YARD BIN					
1X per week	99.15	222.38	321.53	35.73	**$357.26**
2X per week	261.93	346.09	608.02	67.56	**$675.58**
3X per week	443.84	450.70	894.54	99.39	**$993.93**
4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**
3 YARD COMPACTOR BIN					
1X per week	192.30	149.83	342.13	38.01	**$380.14**
2X per week	384.58	180.58	565.16	62.80	**$627.96**
3X per week	576.97	211.13	788.10	87.57	**$875.67**
4X per week	769.37	253.17	1022.54	113.62	**$1,136.16**
5X per week	961.62	301.09	1262.71	140.30	**$1,403.01**
6X per week	1154.01	331.80	1485.81	165.09	**$1,650.90**

ORGANICS COLLECTION

FOR SINGLE-FAMILY, MULTI-UNIT DWELLINGS, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION

Waste Type — *For Organic Waste Collection Only (Food Scraps, Food-soiled Paper, Green Waste, etc.). Organic Waste Collection service is required. Mixed Solid Waste Collection Service is required in addition to this Organic Waste Collection Service.*

Container Type — *Option of 32-gallon Cart, 64-gallon Cart, 1.5 yard Bin, or 2 yard Bin (3 or 3+ yard Bins are not offered for Organics Collection)*

Frequency — *Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE	TOTAL MONTHLY RATE
64-GALLON CART (PRIMARY)					
1X per week	-	160.76	160.76	17.86	**$178.62**
2X per week	-	280.69	280.69	31.19	**$311.88**
3X per week	-	400.60	400.60	44.51	**$445.11**
4X per week	-	520.54	520.54	57.84	**$578.38**
5X per week	-	640.46	640.46	71.16	**$711.62**
6X per week	-	760.38	760.38	84.49	**$844.87**
64-GALLON CART (EACH ADDITIONAL)					
1X per week	-	136.31	136.31	15.15	**$151.46**
2X per week	-	238.67	238.67	26.52	**$265.19**
3X per week	-	341.10	341.10	37.90	**$379.00**
4X per week	-	443.47	443.47	49.27	**$492.74**
5X per week	-	545.88	545.88	60.65	**$606.53**
6X per week	-	563.67	563.67	62.63	**$626.30**
ORGANICS COMPACTOR					
Haul Rate		304.20	304.20	33.80	**$338.00**
Disposal/Ton Rate		153.79	153.79	17.09	**$170.88**

OTHER CHARGES AND SERVICES

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE	TOTAL MONTHLY RATE
ALL ACCOUNTS					
Late Fee (1.5% per month, $5.00 minimum)	-	6.00	-	0.67	**$6.67**
Declined Payment Charge	-	38.46	-	4.27	**$42.73**
Stop Service Charge	-	38.46	-	4.27	**$42.73**
Reactivation Charge	-	38.46	-	4.27	**$42.73**
Contamination Fee - all material (per occurrence)	-	76.89	-	8.54	**$85.43**
Cart/Barrel Roll-out Charge (per container, per frequency)	-	19.23	-	2.14	**$21.37**
Bin Lock Lids (per bin, per frequency)	-	18.80	-	2.09	**$20.89**
Bin Enclosure Pressure Washing (Per Hour, 1 Hour Minimum)	-	76.89	-	8.54	**$85.43**
Bin Wash-Out/Clean-Out Charge	-	76.89	-	8.54	**$85.43**
Bin Overflow Charges	-	76.89	-	8.54	**$85.43**
Bin Overweight Charges	-	76.89	-	8.54	**$85.43**
Bin Extra Dump Charge	-	76.89	-	8.54	**$85.43**
Bin Dead-Run Charge	-	76.89	-	8.54	**$85.43**
Bin Go-Back Charge	-	76.89	-	8.54	**$85.43**
Bin Delivery Charge	-	76.89	-	8.54	**$85.43**
Bin Exchange Charge	-	76.89	-	8.54	**$85.43**
Bin Bring-in Charge	-	76.89	-	8.54	**$85.43**
Priority Emergency Service	-	253.74	-	28.19	**$281.93**
Cardboard Boxes (per box)	-	6.11	-	0.68	**$6.79**
Cardboard Box Liners (per box liner)	-	0.60	-	0.07	**$0.67**
COMMERCIAL SERVICES					
Bulky Item Pick-Up - First Item, Dead-Run, or Go-Back	-	38.46	-	4.27	**$42.73**
Bulky Item Pick-Up - Each Additional Item	-	23.06	-	2.56	**$25.62**
3 Yard Temporary Bin	-	207.62	-	23.07	**$230.69**
3 Yard Temporary Bin - Extra Dump, Dead-Run, or Go-Back	-	107.66	-	11.96	**$119.62**
3 Yard Temporary Bin With Scout Service	-	246.08	-	27.34	**$273.42**
3 Yard Temporary Bin - Extra Dump with Scout Service	-	146.09	-	16.23	**$162.32**
3 Yard Temporary Bin - Per Day Over 7 Days with No Dump	-	26.15	-	2.91	**$29.06**
3 Yard Temporary Bin - Overweight, Overflow	-	79.53	-	8.84	**$88.37**
Lock-Lids for Temporary Bins	-	19.74	-	2.19	**$21.93**
Roll-off Rate per Haul (Plus Disposal Charges)	-	323.17	-	35.91	**$359.08**
Roll-off Roll-Top Rental Charge	-	76.89	-	8.54	**$85.43**
Roll-off Relocate Charge	-	128.82	-	14.31	**$143.13**
Roll-off Compactor Wash Out Charge	-	322.08	-	35.79	**$357.87**
Roll-off Demurrage (Per Day if no dumps in 7 days)	-	25.58	-	2.84	**$28.42**
Roll-Off Same Day Expedited Request	-	71.07	-	7.90	**$78.97**
Roll-Off Dead-Run Charge	-	177.68	-	19.74	**$197.42**
Storage Box Rental Charge	-	230.68	-	25.63	**$256.31**
Storage Box Delivery Charge	-	76.89	-	8.54	**$85.43**

RESIDENTIAL (SINGLE FAMILY & MULTI UNIT)					
Bulky Item Pickup (In Addition to Annual Event)	-	40.73	-	4.53	**$45.26**
Bulky Item Pick-Up - Each Additional Item	-	24.43	-	2.71	**$27.14**
Cart/Barrel Go-Back or Dead Run Charge	-	33.58	-	3.73	**$37.31**
Bin Push-out/Scout Charge (per bin, per frequency)	-	40.73	-	4.53	**$45.26**
CITY SERVICES					
City Garage ad Parking Lot Sweeping Service	-	1115.22	-	-	**$1,115.22**
Bus Stop Barrel Pick-Up	-	2973.93	-	-	**$2,973.93**

City Council Agenda Report

ITEM NO. 13

DATE: October 18, 2023

FROM: Arminé Chaparyan, City Manager

PREPARED BY: H. Ted Gerber, Public Works Director
Arpy Kasparian, Environmental Services & Sustainability Manager

SUBJECT: **Consideration of Updated Options to Amend the City's Exclusive Refuse Service Agreement Related to the Implementation of SB 1383 Requirements**

Recommendation

It is recommended that the City Council review and provide staff with direction on the amendment of the City's Exclusive Refuse Service Agreement.

Executive Summary

City staff have been working with the City's franchise waste hauler, Athens Services, to update the current exclusive refuse service agreement (Agreement) to include additional services required by Senate Bill (SB) 1383.

Athens Services proposed three different rate adjustment options/service models for meeting the requirements of SB 1383: two options kept the current Backyard Service (BYS) model, and one option proposed a hybrid BYS and Curbside Service model. On May 17, 2023, staff presented these options to City Council (Attachment 3). Council requested Athens Services to provide a fourth option for consideration: a BYS option with a fixed term length of ten (10) years, in lieu of the current rolling seven-year (7) term. Athens Services has provided the requested option and, additionally, a fifth option for Council consideration.

Details of all five options are included in this report. Staff recommends City Council review the updated options and provide staff direction on the future amendment of the City's Exclusive Refuse Service Agreement.

Background

Senate Bill 1383

In 2016, Senate Bill 1383 (Short-Lived Climate Pollutants) was signed into law in a statewide effort to reduce short-lived climate pollutants, namely methane emissions created by organic waste. Pursuant to SB 1383, jurisdictions are mandated to provide

organics collection services and require all residents and businesses to divert organic waste (yard waste, food scraps, food-soiled paper, etc.) from landfills to recycling facilities starting January 1, 2022, as regulated by the California Department of Resources Recycling and Recovery (CalRecycle). In addition, SB 1383 requires jurisdictions to establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct enforcement. Many jurisdictions delegate these tasks to their waste haulers.

Additional background information including the City's organic waste ordinance, the City's current exclusive refuse service agreement, the CalRecycle SB 1383 grant program, the Athens' Contract Ad Hoc Committee, the City's Notice of Intent to Comply, and the City's Corrective Action Plan, can be found as attachments in the May 17, 2023 City Council Staff Report (Attachment 3).

Update to Current Exclusive Refuse Service Agreement

City staff have been working with the City's franchise waste hauler, Athens Services, to update the Agreement, including the City's refuse rates and services, to accommodate the additional services required by Senate Bill 1383. Athens Services has now proposed a total of five different rate adjustment options/service models for meeting the requirements of SB 1383: four options keep the current BYS model and one option proposes a hybrid BYS and Curbside Service model. To further assist staff in examining these options, the City retained the services of MSW Consultants and R3 Consulting (Consultants). In addition, the Consultants will assist staff in drafting a new comprehensive Agreement once direction is received from City Council.

May 17, 2023 City Council Direction

On May 17, 2023, City staff and the Consultants presented an analysis of these options to City Council (Attachment 3). Council requested Athens Services to provide a fourth option for consideration with a fixed term length of ten years, in contrast with the proposed rolling seven and rolling ten-year terms. In addition, Council requested to determine the possibility of phasing in any rate increases. Lastly, City staff were directed to conduct a community meeting to gather feedback on the two proposed service models: the current BYS model and the traditional Curbside Service model.

Analysis

Updated Proposed Options

Athens Services has updated their proposal to offer five options for meeting SB 1383 requirements. A fourth option of a BYS, fixed 10-year term and a fifth option of a BYS, rolling 7-year term have been added and all previous three options have also been modified to include the costs of new SB1383-compliant containers.

All options include the following compliance programs for both residential and commercial accounts in addition to the required organics collection and recycling:

1. Quarterly Contamination Monitoring
2. Quarterly Outreach and Education
3. Commercial Account Food Recovery Support and Compliance Assistance
4. Quarterly Waste Stream Analysis
5. Procurement Support of Recycled Organic Products
6. Data Management and Reporting

To fulfill the residential and commercial organics collection and recycling service component, Athens has offered the five options summarized below. Attachment 1 provides a summary of Athens' proposed options in a table format.

OPTION 1

1. Leave the current backyard service (BYS) program "as is" for the entire residential area.
    - Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Athens will replace the barrels at no cost as needed after 5 years.

    - This will include service by 8 unleaded BYS pick-up trucks and 2 Renewable Compressed Natural Gas (RCNG) front loaders (mother trucks), with one pass per resident with both mixed waste (trash and recyclables) and organics being placed into the same BYS truck.

    - Mixed waste will be processed at Athens' Material Recovery Facility (MRF) to separate recyclables. Organics (food scraps and yard waste), will be transferred at the MRF and transported to American Organics (AO) to be processed into compost.

2. Athens will institute a new residential & commercial 14.00% rate adjustment for SB 1383 programs upon the effective date of the Amendment, in addition to the regular annual rate adjustment that occurs on July 1.

3. Athens will institute discounted organic rates for all bin (dumpster) customers upon the effective date of the Amendment.

    - For all bin (dumpster) customers (commercial, multi-family, or residential) who require organics containers, Athens will provide multiple 36- and/or 64-gallon organics containers, per individual customer's service level needs.

- Athens will provide these organics containers at discounted rates for the life of the contract, discounted 15% below the current "pay-as-you-throw" rates in the approved rate schedule.

OPTION 2

1. Leave the current backyard service (BYS) program "as is" for the entire residential area (see Option 1, Item 1 above, with exception below).

    - Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for no additional cost. Athens will replace the barrels at no cost as needed after 5 years.

2. Athens will not institute a rate adjustment to BYS rates for SB 1383 programs upon the effective date of the Amendment. Regular annual rate adjustment will occur on July 1, 2024.

3. Athens will institute an extraordinary rate adjustment of 20.00% over 2 phase-in periods to all rates other than the BYS residential rate, as follows:
   Effective with amendment = 10.00%
   Effective July 1, 2024 = 10.00% + regular annual rate adjustment

4. Athens will institute discounted organic rates for all bin (dumpster) customers upon the effective date of the Amendment (see Option 1, Item 3 above).

5. Athens will provide an "Electric Truck Pilot Program" for the residential BYS service. At no additional cost, when an electric truck becomes available that has the ability to perform the same work in a day that a current BYS truck currently provides, Athens will acquire this electric truck and exchange it temporarily for a three-month period with one of the current BYS trucks operating in South Pasadena. Upon completion of the three-month pilot program period, Athens will determine if the electric truck's performance is adequate and if a proposal to use all electric BYS trucks is desired by the City. If so, Athens will provide a proposal to change all unleaded BYS trucks to electric BYS trucks, and what affect that program would have on the rates.

6. Athens will continue to provide the Bus Stop Barrel Pick-up service & City Garage Sweeping service, at the current monthly service levels, at no additional charge to the City. This is proposed as an approximately $40,000.00 per year savings to the City.

7. The contract rolling term will be modified from a 7-year rolling term to a 10-year rolling term.

8. During the phase-in period from the amendment effective date through June 2025, the rolling term shall automatically renew. This is the period in which Athens is providing

rates to be phased-in per #2 & #3 above. The regular renewal term of the contract would start again July 1, 2025.

9. The annual rate adjustment formula in the contract will be modified from using the "Consumer Price Index (CPI), All Urban Consumers, Los Angeles/Long Beach/Anaheim area", to using the "CPI for Trash & Garbage Collection, US City Average" + 1%. Both of these CPI indexes are published on a monthly basis by the same governmental agency, the US Bureau of Labor Statistics. The current CPI index used in the Agreement accounts for residential homes and the cost of goods that residents are faced with (milk, bread, eggs, etc.). Athens has proposed that this index is unrelated to the trash industry, and as a result, the actual operating costs outpace the rate adjustments that are based on the described 'household' CPI. Athens has proposed that using an index that is related to the trash industry helps to cover the actual costs that the hauler is faced with.

OPTION 3

1. Change from the current BYS program to a traditional automated side loader curbside service program for **most** residents.

    - The majority of residents (except for #2 below, or as otherwise needed) will receive three new 64-gallon carts (barrels with wheels): one 64-gallon black cart for trash, one 64-gallon blue cart for recyclables, and one 64-gallon green cart for organics (food scraps and yard waste).

    - This would include service by three new RCNG side loader trucks. Instead of 1-pass with a BYS truck, customers will see 3 passes with 3 different side loader trucks.

    - Trash will be transferred at Athens' MRF and transported to a landfill. Recyclables will be processed at Athens' MRF. Organics (food scraps and yard waste) will be transferred at the MRF and transported to AO to be processed into compost.

2. For residential and multifamily BYS customers located in areas where Athens is unable to provide curbside service, there will be a change from the current 1-pass BYS program to a 2-pass BYS program. This will affect approximately 700 accounts that are in a "hard to service" area where the streets are too narrow for any type of automated side loader vehicle to navigate. This model would also apply to approximately 60 multi-family accounts that have five or more units where curbside service would not be realistic for the large number of units and barrels. These 760 accounts would need to remain with BYS service using only two unleaded BYS trucks and one RCNG front loader.

3. The proposed Curbside rate is $31.00 per month and the proposed BYS rate is $101.00 per month.

    - The Curbside Service rate includes the cost of 3 new carts for residential accounts.

    - BYS accounts will require an additional rate adjustment of 8.75% to cover the costs of up to 7 new 32-gallon barrels per BYS account.

4. Institute a 30% extraordinary rate adjustment over 2 phase-in periods to all rates other than the Curbside and BYS residential rates in #2 above, as follows:
    Effective with amendment = 15.00%
    Effective July 1, 2024 = 15.00% + regular annual rate adjustment

5. Athens will institute discounted organic rates for all bin (dumpster) customers upon effective date of Amendment (see Option 1, Item 3 above).

6. Athens will continue to provide the Bus Stop Barrel Pick-up service & City Garage Sweeping service, at the current monthly service levels, at no additional charge to the City. This is proposed as an approximately $40,000.00 per year savings to the City.

7. The contract rolling term will be modified from a 7-year rolling term to a 10-year rolling term.

8. During the phase-in period from an amendment effective date through June 2025, the rolling term shall automatically renew. This is the period in which Athens is providing rates to be phased-in per #4 & #5 above. The regular renewal features would start again July 1, 2025.

9. Modify the annual rate adjustment formula in the contract from "CPI" to "Trash CPI" + 1% (see the explanation in Option 2, Item 9).

OPTION 4

1. Leave the current backyard service (BYS) program "as is" for the entire residential area (see Option 1, Item 1 above).

2. Athens will institute a new 30.00% extraordinary rate adjustment for all services over 2 phase-in periods as follows:
    Effective with amendment = 15.00%
    Effective July 1, 2024 = 15.00% + annual rate adjustment

3. Athens will institute discounted organic rates for all bin (dumpster) customers upon effective date of Amendment (see Option 1, Item 3 above).

4. The contract rolling term will be modified from a 7-year rolling term to a 10-year fixed term, with two 5-year extensions that Athens receives only if specific compliance metrics are met.

OPTION 5

1. Leave the current backyard service (BYS) program "as is" for the entire residential area (see Option 1, Item 1 above, with exception below).

    - Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for no additional cost. Athens will replace the barrels at no cost as needed after 5 years.

2. Athens will not institute a rate adjustment to BYS rates for SB 1383 programs upon the effective date of the Amendment. Regular annual rate adjustment will occur on July 1, 2024.

3. Athens will institute a 30% extraordinary rate adjustment over 2 phase-in periods to all rates other than the BYS residential rate, as follows:
    Effective with amendment = 15.00%
    Effective July 1, 2024 = 15.00% + regular annual rate adjustment

4. Athens will institute discounted organic rates for all bin (dumpster) customers upon effective date of Amendment (see Option 1, Item 3 above).

5. Athens will continue to provide the Bus Stop Barrel Pick-up service & City Garage Sweeping service, at the current monthly service levels, at no additional charge to the City. This is proposed as an approximately $40,000.00 per year savings to the City.

6. The contract term will remain a 7-year rolling term, and will include a 3-year "meet & confer" process if the intent to terminate the agreement is given. The 7-year rolling term will become fixed and begin to wind down after the 3-year period and only if both parties are unable to resolve the issues that triggered the intent to terminate.
    - If, and only if, the 7-year rolling term becomes fixed and begins to wind down after the 3-year "meet & confer" period is over, a 14.00% rate adjustment will be applied to the BYS rates.

7. Modify the annual rate adjustment formula in the contract from "CPI" to "Trash CPI" + 1% (see the explanation in Option 2, Item 9).
    - After 10 years, the +1% will be removed.

Community Outreach
In 2022, City staff conducted a survey to gather information on current practices and community preferences on service models. The survey received 465 responses and showed that respondents were relatively even-split on their preference between BYS and Curbside. See Attachment 3 for complete results of the survey.

Per Council's direction and to ensure a transparent and collaborative process, City staff, Consultants, and Athens Services, hosted a Solid Waste Community Feedback Session on July 20 to answer questions from the community and to solicit feedback on the proposed Athens options. The session presentation included an overview of the information provided to Council on May 17th. More than 120 community members attended the 2.5 hour meeting. The presentation, along with a Frequently Asked Questions document based on attendees' questions, is available on the City's organics recycling webpage (www.SouthPasadenaCA.gov/OrganicsRecycling) and attached (Attachment 2). Community members can continue to provide feedback and ask questions by emailing EnvironmentalPrograms@SouthPasadenaCA.gov. Below is a summary of the comments/concerns from the community session:

- In general, attendees spoke both in favor and against each service model discussed, and attendees expressed both satisfaction and disappointment with the service they receive from Athens Services.

- There were complaints regarding the cost of "Backyard Service" given that many residents, especially those in the southwest hills area, do not have backyards. These residents bring their containers to their front yards, and as a result, feel they are 'overpaying' for a partial service that those with backyards receive in full. As a note, the Athens staff and equipment necessary to provide the current service is the same for each residence, whether or not the resident has a backyard; Athens staff manually collect trash regardless of where the containers are located on the property.

- Questions were asked about how Curbside Service would impact parking, particularly where parking is limited in some areas, and how this will change with an increase in housing density, or whether there would need to be 'no parking days.' Other concerns were raised over the appearance of containers placed in the streets, and the need to use three different trucks to collect the three different containers. Questions were raised about the larger trucks and their impact to the street surfaces.

- Questions were asked about why rates might increase and if there was an option where the service and the rates stayed the same, to which the presenters responded, yes, with an extension of Athens' contract term (Option 2).

- A concern was raised related to the contract term length and fees shown in the rates (recycling fee, franchise fee, etc.), and why these are not shown in the bill.

- Attendees requested to review the Athens proposed options in more detail, rather than only comment on the service model options.

- Attendees requested more information on the environmental impacts of both service models. An evaluation of the impacts of emissions, noise, number of vehicles, etc. of the service options would require an in-depth study and lengthy analysis.

- Many residents communicated general customer service issues. During the session, City staff offered for those experiencing individual service issues to connect with staff or Athens after the meeting to seek a resolution.

Next Steps
Per Council's direction and to ensure compliance with the CAP, staff may conduct the following next steps:

1. Return to Council with a revised draft Agreement per Council's direction of SB 1383 implementation.
2. Once a revised Agreement is drafted per Councils, direction, conduct a Proposition 218 Public Hearing for rate changes.
3. Per the CAP, implement new collection services, among other state-mandated requirements, by March 1, 2024.

Fiscal Impact
Residential and commercial refuse rates, which are paid by customers directly to Athens, must be adjusted to accommodate the additional organics collection and recycling services required by SB 1383. The rate changes will depend on which proposed option(s) are included in the contract amendment. Proposed impacts to the City's budget, e.g. franchise fee collection, have not yet been analyzed in this process.

Key Performance Indicators and Strategic Plan
This item is in line with Task 4a of the City's Strategic Plan: Implement Climate Action Plan for environmental initiatives. It also aligns with the City's Green Action Plan, Goal III, to divert organics from landfill and to implement the requirements of Senate Bill 1383.

Commission Review and Recommendation
This item was not reviewed by a commission; however, has been previously discussed by the Athens' Contract Ad Hoc Committee.

Attachments

1. Table of Athens' Five Proposed Options for SB1383 Compliance
2. Solid Waste Community Feedback Session Presentation and Frequently Asked Questions
3. May 17, 2023 City Council Staff Report: Update of the City's Exclusive Refuse Service Agreement Related to the Implementation of SB 1383 Requirements

ATTACHMENT 1

Athens Services Proposed Options for SB1383 Compliance

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Athens SB1383 Proposals (5 Options)

All options will provide all SB1383 compliance programs for the entire city including:
1. Collection, transportation, and full processing of source separated organics
2. Quarterly contamination monitoring of organics containers (lid flipping)
3. Quarterly outreach & education (visits by Recycling Coordinators, newsletters, contamination follow-up)
4. Commercial account food recovery support (work with qualified commercial accounts to recover & distribute edible food)
5. Quarterly waste stream analysis (waste characterizations of different waste streams in the city)
6. Procurement support (assist City with requirement of procuring & using compost and reusable natural gas)
7. Data management & reporting of all SB1383 programs (City interface with Athens web based system, Cal Recycle reporting)

BYS = Backyard Service	Mixed Waste = Landfill Waste + Recyclables
HTS = Hard to Service	Organics = Green Waste + Food Scraps
RCNG = Renewable Compressed Natural Gas	Bin = Dumpster
MRF = Material Recovery Facility	Barrel = Container for BYS (no wheels)
AO = American Organics (Athens' organics processing facility)	Cart = Rolling Container for Curbside

1	2	3	4	5	6	7	8	9	10	11
Options	**Residential Rate**	**Hard-to-Service Areas**	**Residential Barrels**	**Commercial + Multifamily Rate**	**Organic Waste Rate for Bin Customers**	**Annual Rate Adjustment**	**Length of Contract Term**	**Fleet**	**Operations & Processing**	**Bus Stop Barrel Pick-up & City Garage Sweeping Service**
(1) Leave BYS as is for all - 7 year rolling contract	Total **22.75%** rate adjustment (14.00% for SB1383 requirements + 8.75% for new barrels) + annual rate adjustment	No changes	Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	14.00% rate adjustment + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	No changes: Regular CPI annual rate adjustment on July 1	No changes: 7 year rolling term	No changes: *8 unleaded gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks)	No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No changes
(2) Leave BYS as is for all - 10 year rolling contract	Total **0.00%** rate adjustment (0.00% for SB1383 requirements + 0.00% for new barrels) + annual rate adjustment Freeze rates through June 2024.	No changes	Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	Institute a 20% extraordinary rate adjustment over 2 phase-in periods: *Effective with amendment = 10% *July 1, 2024 = 10% + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	Modify the annual rate adjustment from "CPI" to "Trash CPI + 1%"	Increase to 10 year rolling term. Automatically renew rolling term during phase-in period (Amendment effective date - June 2025). Regular term renewal begins July 2025.	No changes: *8 unleaded gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks) Provide a "pilot program" with an electric BYS truck if & as soon as the proper technology becomes available	No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No additional charge to the City (savings of over $40K per year)
(3) Change BYS to Curbside for most - 10 year rolling contract	**Curbside:** Rate of $31.00 (includes new carts) **BYS (HTS Areas):** Rate of $109.84 ($101.00 + 8.75% rate adjustment for new barrels)	HTS Areas = must remain BYS, cannot switch to Curbside because streets are too narrow for larger vehicles and/or high quantity of barrels is not feasible for Curbside Affects approx. 700 residential accounts + 60 multifamily accounts	**Curbside:** Residents will receive 3 new 64 gallon barrels (black for trash, blue for recyclables, green for organics); cost included in rate. **BYS (HTS Areas):** Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	Institute a 30% extraordinary rate adjustment over 2 phase-in periods: *Effective with amendment = 15% *July 1, 2024 = 15% + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	Modify the annual rate adjustment from "CPI" to "Trash CPI + 1%"	Increase to 10 year rolling term. Automatically renew rolling term during phase-in period (Amendment effective date - June 2025). Regular term renewal begins July 2025.	**Curbside fleet:** *3 RCNG side loader trucks **BYS (HTS Areas) fleet:** *2 unleaded gasoline pick-up trucks *1 RCNG front loader truck (aka mother truck)	**Curbside:** *Change from 1 pass with BYS truck to 3 passes with side loader trucks (1 pass for each waste stream: trash, recyclables, organics) **BYS (HTS Areas):** *Change from the current 1-pass BYS collection (collecting mixed waste + organics with 1 BYS truck trip) to 2-pass BYS collection (collecting trash, recyclables, organics with 2 BYS truck trips) *Trash is transferred at a MRF and transported to a landfill for disposal *Recyclables are processed at a MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No additional charge to the City (savings of over $40K per year)
(4) Leave BYS as is for all - 10+5+5 year fixed contract *Requested by Council on 5/17	Total **38.75%** rate adjustment (30.00% for SB1383 requirements + 8.75% for new barrels) for all services over 2 phase-in periods: a. Effective with amendment = 23.75% b. Effective July 1, 2024 = 15% + annual rate adjustment.	No changes	Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	Institute a 30% extraordinary rate adjustment over 2 phase-in periods: *Effective with amendment = 15% *July 1, 2024 = 15% + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	No changes: Regular CPI annual rate adjustment on July 1	Modify to 10-year fixed term, with two 5-year extensions that Athens receives only if specific compliance metrics are met.	No changes: *8 unleaded gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks)	No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No changes
(5) Leave BYS as is for all - 7 year rolling contract *Additional option proposed by Athens	Total **0.00%** rate adjustment (0.00% for SB1383 requirements + 0.00% for new barrels) + annual rate adjustment If the 7-year rolling term becomes fixed and begins to wind down after the 3-year "meet & confer" period (see column 8) is over, a 14.00% rate adjustment will be applied to the BYS rates at that time.	No changes	Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	Institute a 30% extraordinary rate adjustment over 2 phase-in periods: *Effective with amendment = 15% *July 1, 2024 = 15% + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	Modify the annual rate adjustment from "CPI" to "Trash CPI + 1%." The 1% will be removed after 10 years.	Remains a 7-year rolling term. Include a 3-year "meet & confer" process if the intent to terminate the agreement is given. If, after the 3-year period, issues are not resolved, the 7-year term becomes fixed and begins to wind down.	No changes: *8 unleaded gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks)	No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No additional charge to the City (savings of over $40K per year)

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ATTACHMENT 2

Solid Waste Community Feedback Session Presentation
and Frequently Asked Questions

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Overview

- Purpose of Community Feedback Session
- Overview of Athens Services
- New Solid Waste Regulations: Senate Bill 1383
- Current Waste Hauling Services
- Option for Council Consideration
- Next Steps
- Q & A + Community Feedback

Why are we here?

- There's a new state law that will affect the trash services in South Pasadena: the law is called Senate Bill 1383 (SB 1383).
- To accommodate the requirements of the new law, the current waste hauling agreement with Athens Services must be updated.
- Athens has provided City Council with a few options on how the agreement can be updated to accommodate the new law and new required services. One of the options proposes a change from the current Backyard Service model to a Curbside Service model.
- City Council reviewed these options at the May 17, 2023 City Council meeting and requested for Athens to make certain adjustments to the options. City Council has not yet decided on which option to choose pending their requested adjustments and the community's feedback on the potential switch to the Curbside Service model. The adjusted options will be brought to Council at a later date (date of meeting to be determined).

Why are we here?

- Today, we are seeking to:
  - ✓ inform and educate the community on the new law (SB 1383)
  - ✓ review the different proposed service models to accommodate the law
  - ✓ answer community questions and solicit feedback

Athens Services



THIS IS
ATHENS SERVICES





Founded more than **65 years** ago in 1957

Family-owned and **operated, recycling** and **waste diversion company** based in **Southern California**

BROAD RANGE OF SOLUTIONS:

- Residential and commercial
- Roll-off and construction and demolition (C&D)
- Street sweeping
- Composting of organics waste
- Landfill management

Athens Services

TODAY

50+ *communities in Southern California*

1,000+ vehicle fleet and growing

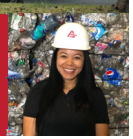
2.3M *residential, commercial, street sweeping, and industrial customers*

2,000+ *local team members*

Athens Services



OUR SERVICES & SOLUTIONS



Collecting waste and **recycling efficiently** and **safely**

Sorting, processing, and **marketing recyclable**

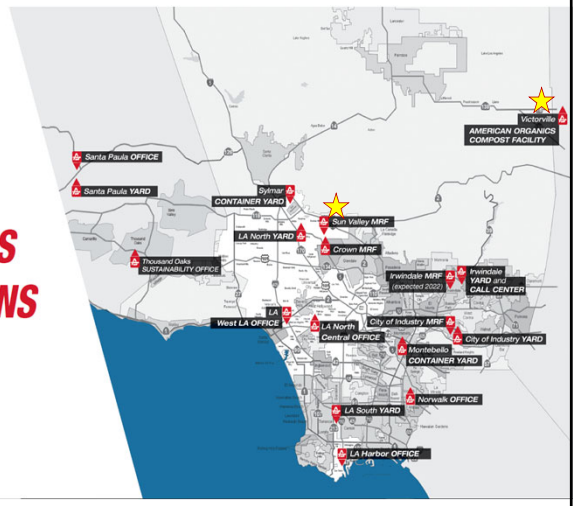
Reducing landfill waste through **maximum diversion**

Converting organic waste to **compost** or **fuel**

Protecting public safety and the **environment**

Athens Services

ATHENS SERVICES LOCATIONS



Athens Services

MATERIALS RECOVERY FACILITIES (MRFS)

Click here to see how a MRF works



Athens Services

Currently, the mixed waste from South Pasadena is taken to a MRF to be sorted for recyclables.

Organic waste (food scraps, food soiled paper, and yard waste) from South Pasadena is taken to American Organics and processed into compost.

AMERICAN ORGANICS COMPOSTING

Covered Aerated Static Pile (CASP) System

Maximize odor control

Reduce composting time from **6 months** to **2 months**

Support requirements of **SB 1383**



Athens Services

NEAR-ZERO EMISSIONS CNG FLEET



90% run on **renewable natural gas (RNG)**

Athens owns on-site **CNG fueling stations**

Each near-zero RNG truck is like taking 225 cars off the road

These vehicles support a safe, healthy and sustainable environment

OUR ZERO WASTE MISSION





- **Landfill-avoidance**
- **Dedicated** Recycling Coordinators
- **Domestic solutions** for recyclable materials
- Meet the state **diversion requirements**

Athens Services



COMMUNITY SUPPORT





- **Athens invests** in **local community organizations**
- **Food recovery organizations**
- **Chambers** of **Commerce**
- **Educational, athletic,** and **civic organizations**
- **Community, civic,** and **cultural events**

Athens Services



Athens provides FREE COMPOST for the City's SPRING and FALL COMPOST GIVEAWAY events



Athens Services

Athens Services

BE PART OF THE ATHENS WAY

SERVICE - PEOPLE - ENVIRONMENT

THE ATHENS WAY

Solid Waste Regulations

- ➢Key Solid Waste Laws
- ➢Senate Bill 1383
  - What is it?
  - What is the City responsible for?
  - How does SB 1383 impact you?

Key Solid Waste Laws

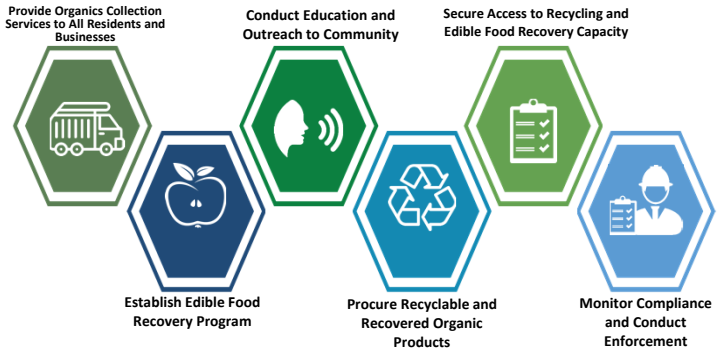
- AB 939 – Waste diversion and recycling
- AB 341 – Mandatory commercial recycling
- AB 1826 – Mandatory commercial organics
- ***SB 1383 – Short-lived climate pollutants***
  - Purpose is to reduce landfilling of organics/edible food
  - Enforcement on jurisdictions and local entities began in 2022

SB 1383

- **Goals**
  - Reduce organics to landfills by 50%
  - Reduce loss of edible food by 20%
- **Reduce landfilling of organics/edible food**
  - State enforcement on local jurisdictions to comply with SB 1383 began in 2022
  - Enforcement on individual generators (residents, businesses, edible food generators, food recovery organizations) will begin in 2024

Jurisdiction Responsibilities

The City of South Pasadena is responsible for the following SB1383 requirements:



CalRecycle Enforcement

- CalRecycle is the state agency responsible for developing and enforcing SB 1383 regulations
- The City of South Pasadena was issued a Corrective Action Plan by CalRecycle and is required to fully comply with regulations following the actions and timeline outlined in the Corrective Action Plan
- Penalty amounts (per violation per day) resulting from noncompliance include:
  - Minor $500 – $4,000
  - Moderate $4,000 - $7,500
  - Major $7,500 - $10,000

City of SOUTH PASADENA 21 MSW CONSULTANTS

How does SB 1383 impact you?

- All trash customers will be required to source separate organic waste (food scraps, etc.) regardless of service model
  - food scraps are not allowed in your trash container and must be placed with your yard waste
- All trash customers will be provided new color-coded and labeled containers regardless of service model
  - per SB 1383 regulations, customer provided containers are noncompliant
- Multifamily accounts will receive an organics container(s) depending on needs
- Commercial accounts will receive an organics container(s) depending on needs

City of SOUTH PASADENA 22 MSW CONSULTANTS

How does SB 1383 impact you?

- Commercial accounts will have the opportunity to apply for a waiver if they do not produce enough organic waste
- Containers will be periodically inspected by Athens Services to ensure proper separation and disposal
- Possible new rates dependent on City Council's pending decision
- Possible new service model dependent on City Council's pending decision

City of SOUTH PASADENA 23 MSW CONSULTANTS

Current Waste Hauling Services Potential Service Changes

- What do current services look like and what are the challenges?
- What are the options for service models?

City of SOUTH PASADENA 24 MSW CONSULTANTS

Current "Backyard" Service

- Drivers pick up containers placed anywhere on the property that is accessible ("backyard") whether or not the property has a backyard
- There are currently 2 waste streams:
  1. **Mixed Waste (Trash + Recyclables)**
  2. **Organics (Yard Waste + Food Scraps)**
- Pick-up trucks pick up both mixed waste and organics and transfer them to a "mother truck"
  1. **Mixed Waste is processed for recyclables at MRF**
  2. **Organics are transported to American Organics to be processed into compost**





Current Fleet:
- 8 unleaded gasoline pick-up trucks
- 2 Renewable CNG front loader trucks

25

Current Backyard Service





Drivers pick up customer containers from their property and dispose into a pick-up truck with two compartments: one for mixed waste and one for food/yard waste.

Current Backyard Service



Pick-up trucks drive to parked "mother trucks" that change locations throughout the day.

City of SOUTH PASADENA

27

MSW CONSULTANTS

Current Backyard Service



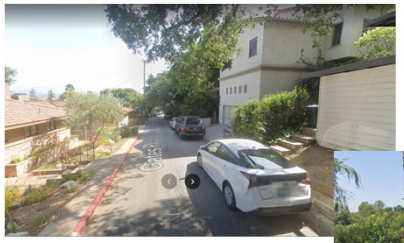
Each compartment is emptied into its designated "mother truck."

City of SOUTH PASADENA

28

MSW CONSULTANTS

Backyard Service Challenges





Narrow streets in the hillside areas don't allow trucks that are larger than the current pick-up trucks to pass through.

City of SOUTH PASADENA

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Option for Council Consideration

Move to **Curbside Collection** with 3-cart system

One of the options that has been proposed for complying with the new law is to switch to a Curbside Collection model. This would entail the following:

- Customers would have to source separate all trash into 3 categories (instead of 2):
  1. **Trash/Landfill**
  2. **Recyclables**
  3. **Organics (yard waste + food scraps)**
- Customers would have to roll carts to the curb on trash day
- 3 different side-loader trucks would pick up each cart on the same day
  1. **Trash would go straight to Landfill**
  2. **Recyclables would be processed at a MRF**
  3. **Organics would be transported to American Organics to be processed into compost**



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Option for Council Consideration

Move to **Curbside Collection** with 3-cart system

One of the options that has been proposed for complying with the new law is to switch to a Curbside Collection model. This would entail the following:

- Trash rates will decrease by approximately $10-$20 for most accounts in the City except for those located in "Hard-to-Service Areas"

Hard-to-Service Areas (HTS):

- Approximately 700 accounts must remain with the current Backyard Service due to narrow streets (cannot switch to Curbside Service)
- Trash rates for these accounts will increase significantly if the rest of the City switches to Curbside Service



Curbside Fleet:

- 2 unleaded gasoline pick-up trucks (HTS)
- 1 Renewable CNG front loader truck (HTS)
- 3 Renewable CNG side loader trucks

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Hard-to-Service Streets

This map depicts the streets (in red) that would not be able to switch to Curbside Service.



City of SOUTH PASADENA

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Athens Services

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Next Steps

1. Gather community questions, concerns, and feedback.
2. At a future City Council meeting (date to be determined), present to City Council the adjusted proposed options from Athens and the gathered community feedback.
   a. During the meeting, City Council will select an option and make a final decision on whether or not to keep the current Backyard Service or switch to Curbside Service.
3. A new Athens Agreement will be drafted to incorporate Council's decision and will be presented to City Council for approval at a following City Council meeting.
4. Once a new Agreement is approved:
   a. New containers will be deployed to all trash accounts
   b. City and Athens will conduct outreach and provide education on the changes to the trash services

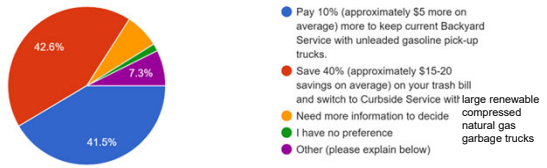
Community Feedback

- Review Results of 2022 Solid Waste Community Survey
- Conduct Q&A Session + Gather Feedback Now
- Presentation will be available on our City website: www.SouthPasadenaCA.gov/OrganicsRecycling
- Email additional questions and comments to: EnvironmentalPrograms@SouthPasadenaCA.gov

Key Survey Results

In **2022**, a citywide solid waste survey was conducted and received over 450 responses. The results of the survey showed respondents were split on which service model they preferred (see below).

Which waste collection service would you prefer?



Q&A + Feedback

- Which service model is preferred and why?
- What concerns do you have with each service model?
- What questions do you have about the new law and the options Council is considering?
- What resources would be helpful to you in implementing the changes described today?
  - For example: kitchen food scrap pails, handouts, labels/signage, etc.
- What is the best way to communicate these changes to you?

THANK YOU!

Presentation and FAQs are available online:
www.SouthPasadenaCA.gov/OrganicsRecycling

Email your questions, concerns, and feedback to:
EnvironmentalPrograms@SouthPasadenaCA.gov

Sign up for the City's Newsletter and Environmental Email List to receive general City news and updates on this topic:
www.southpasadenaca.gov/visitors/contact-us/social-media

City of SOUTH PASADENA

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Solid Waste Community Feedback Session
July 20, 2023
Frequently Asked Questions

www.SouthPasadenaCA.gov/OrganicsRecycling

General Questions

1. **What is happening?**
   The agreement with the City's waste hauler, Athens Services, is being amended to accommodate new organics recycling requirements. Athens has provided City Council with a few options on how the agreement can be updated. One of the options proposes a change from the current Backyard Service model to a Curbside Service model.

2. **Why is this happening?**
   There is a new state law, called Senate Bill 1383 (SB 1383) that requires jurisdictions to provide organics recycling services (among other things) to all of their trash customers. To accommodate this new law, the City must update its current agreement with Athens.

3. **Has a decision been made, yet?**
   No, City Council has not made a decision on how the agreement will be updated or whether or not they will change the service model. City Council received an informational update on May 17, 2023 on potential agreement changes and requested additional information from Athens. Athens and City Staff will return to Council at a future City Council meeting (date to be determined) to present final options and community feedback to Council. At this meeting, it is likely that City Council will reach a decision on what changes will be made to the Athens agreement.

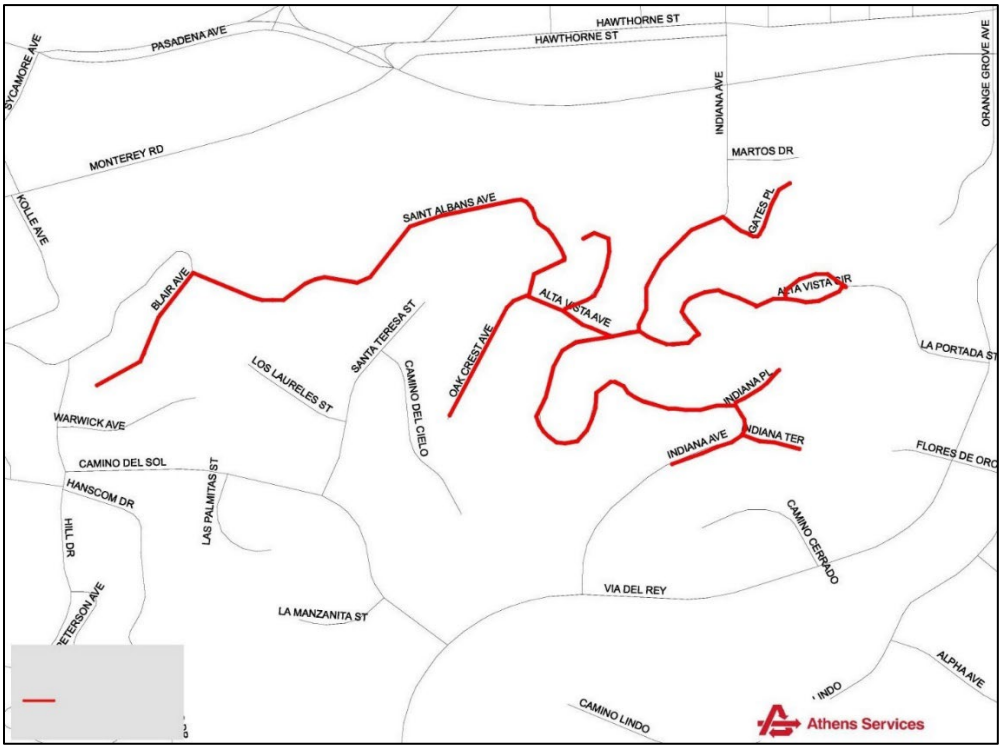
4. **When does this go into effect?**
   Organics collection for single-family homes is already in effect. Residents should dispose food scraps and food-soiled paper in their yard waste containers. Any changes to waste collection and the expansion of organics collection to multifamily and commercial will begin after Council direction and is anticipated to be completed by mid-2024.

5. **What are the options City Council is considering?**
   There are three options City Council has been presented with for amending the Athens agreement. The first two options remain with the current Backyard Service with a rate increase to accommodate the additional organics recycling service and other SB 1383 requirements. The third option changes the service model to curbside for most of the City at a reduced cost (hard to service areas would see an increase in costs and would have to remain with "backyard" service). Other components of each option include adjustments to the contract term, annual CPI adjustment, fleet, processing, etc. Detailed information on the options can be found in the May 17, 2023 Staff Report for Item #23. City Council has asked for a fourth option from Athens which would include Backyard Service and a fixed term. Athens is currently preparing the fourth option.

6. **How long is the current contract term?**
   The current contract term is a rolling 7 year term. This means that every year the contract automatically renews for 7 years. If the termination of the contract is triggered, it would take 7 years for the contract to terminate.

7. **What is diversion?**
   Diversion, in the context of waste disposal, occurs when waste that can be recycled is rerouted from a landfill to other facilities for recycling.

8. **What are Hard-to-Service Areas?**
   Hard-to-Service Areas are areas in the City (approximately 700 accounts) that are difficult to access with larger trucks due to narrow roads or other accessibility issues (mainly affects hillsides and multifamily). These areas will remain with their current waste services regardless of any changes to services for the rest of the City. See below for a map of the areas considered to be Hard-to-Service.



Questions Regarding Containers & Waste Stream

1. **Can I continue to use my own containers for waste collection?**
   No, under the new law, customer-provided containers are not compliant. Regardless of the service model, customers will receive new standardized containers that comply with SB1383's labeling and color requirements.

2. **What would happen to our old containers when we are provided with new standardized containers?**
   Residents will have the option to either keep their containers or have Athens collect and recycle them. Residents will be informed of a pick-up date where they can bring out their old containers to the curb for Athens to collect and recycle. If residents wish to keep their containers, they can; however, they will no longer be allowed to use them for waste collection.

3. **Who will pay for the new containers and how much will they cost?**
   The cost of the new containers will be incorporated into the new trash rates. The cost of the new containers will be amortized over the life of the contract.

4. **How will we know what is acceptable in the green/organics container?**
   Currently, residents can visit the City's Organics Recycling webpage at www.SouthPasadenaCA.gov/OrganicsRecycling to view a list of acceptable items in the green/organics container. Athens and the City will conduct additional outreach to educate residents on what items to place in which containers. Additionally, the new containers will be labeled providing more information on acceptable items.

5. **If the City switches to curbside, what will the new containers look like? How many containers will I receive and what size will they be?**
   If the City switches to Curbside, the new containers for single-family homes will look like the traditional rolling carts. Residents will receive three 64-gallon barrels (1 black, 1 blue, 1 green). Residents will have the option to increase barrel size to 96 gallon (additional cost) or decrease to 35 gallon (lower cost). The barrels will have two back wheels and an attached lid. Containers for residents with bins, multifamily, and commercial are being determined.

6. **If the City remains with Backyard Service, what will the new containers look like? How many containers will I receive and what size will they be?**
   If the City remains with Backyard Service, the new containers for single-family homes will be 32 gallons in size, will be black (for trash and recyclables) and green (for yard and organic waste), will not have wheels, and will have durable lids that deter common pests if the lids are placed on correctly and trash is not overflowing. Residents will receive 6 barrels and will be able to choose how many of each color they would like. Additional containers can be requested at an additional cost. Containers for residents with bins, multifamily, and commercial are being determined.

7. **Is it possible to have a service model with 4 waste streams where food waste is not mixed in with yard waste in order to mulch the yard waste at a lower cost?**
   Having an additional process (mulching) would incur an additional cost and would not lower the overall costs for processing. In addition, 4 waste streams would require 4 trucks and separate containers. Lastly, AB 1594 does not allow the City to take green waste to landfills as landfill cover for diversion credit. Meaning, the green waste will need to be composted, anyway. It is more efficient and cost-effective to collect yard waste and food waste together.

8. **Where does our green waste currently go?**
   Currently, green waste, which includes yard waste, food scraps, and food-soiled paper, is transported to the American Organics facility in Victorville, CA where it is processed and turned into organic compost. Green waste will continue to be processed at American Organics.

9. **Does Athens really recycle?**
   Yes. Recyclables are sorted at Athens' Materials Recovery Facility located in Sun Valley, CA for materials that the market will allow for. Athens only disposes materials that cannot be recycled. The public is welcome to tour the facility and can learn more about their recycling process by visiting: www.AthensServices.com/Sun-Valley-MRF.

Questions Regarding the Potential Switch to a Curbside Model

1. **If the City switches to Curbside with three waste streams, will there be three trash days?**
   No, there will be one trash day with three different trash trucks.

2. **If the City switches to Curbside, will parking need to be restricted on trash days? Has the City considered issues with parking restrictions and traffic considering the planned increase in housing in the City?**
   It is possible that on some streets, parking will need to be restricted on trash days. Not all streets will need to restrict parking. Parking restrictions and traffic are factors that City Council will consider when deciding on which service model to choose.

3. **If the City switches to Curbside, how will that affect what happens on my street?**
   With curbside service, residents can expect trash carts rolled to the curb on one trash day. On their trash day, residents can expect three different trucks to pass their street to pick up the three different carts. Parking might be restricted on certain streets. In Hard-to-Service areas, backyard service will continue as before and there will be no changes to parking, collection vehicles, or cart placement.

4. **If the City switches to Curbside, how will I roll my carts to the curb if I am elderly or disabled?**
   Athens offers a "rollaway" service for the elderly and disabled where drivers will exit their trucks and roll your containers to the curb and back for you. It is not yet determined if this service would incur an additional cost.

5. **If the City switches to Curbside, how will damages caused by their large trucks be handled?**
   Residents can open a claim with Athens Customer Service for any damages caused by Athens.

6. **If the City switches to Curbside, will Athens have to lay off their drivers/employees?**
   No, Athens will not lose any employees over any service changes. Athens will work with employees to find them other positions within their organization.

7. **If the City switches to Curbside, will there be an increase in scavenging and how will that be handled?**
   It is possible that there might be an increase in scavenging. Once a trash container is brought to the curb, there is no longer an expectation of ownership of the trash; therefore, scavenging is not considered theft and there is no crime.

8. **If the City switches to Curbside, will there be an incentive to use less trash?**
   If residents in single-family homes reduce any of their waste, they can request smaller containers (35 gallons) at a lower cost.

Questions Regarding Rates

1. **How will the trash rates be affected under both service models?**
   Trash rates will depend on which option City Council decides on. Updated options with rates will be presented to City Council at a future Council meeting (date to be determined). Generally, a Curbside Service model will likely result in lowered rates for most of the City and a Backyard Service model will likely result in slightly higher rates for the entire City. If Council decides to remain with Backyard Service, rates for Hard-to-Service accounts will be the same as the rest of the City. If Council decides to switch to a Curbside Service model, rates for Hard-to-Service accounts will increase due to Athens running two different operations simultaneously.

2. **If the City switches to Curbside, the rate for the residents in Hard-to-Service areas will increase significantly because Athens must operate a different service in these specific areas.**
   a. **Has Athens/City considered working with neighboring cities who have Backyard Service to ameliorate some of the costs of operation?**
      Yes, Athens has explored the possibility of combining services across their service areas. Unfortunately, this strategy would not be feasible.
   b. **Can the two different rates be evened out throughout the City? In other words, can residents who have the lower cost of Curbside Service pay more to subsidize the higher cost of the residents who must remain with Backyard Service?**
      The City has looked into this option. Unfortunately, the City has determined that, legally, one set of rate payers cannot subsidize another set of rate payers for a different service.

3. **Why are we paying for Backyard Service if Athens doesn't technically come to my backyard?**
   Although the name of the service is called "Backyard," this service involves drivers stepping out of their vehicles and manually picking up containers placed anywhere on the property that is accessible ("backyard") whether or not the property actually has a backyard. Containers can be placed in the customer's backyard, front yard, driveway, etc. as long as it is accessible. The basis of "Backyard" service is that customers do not need to move their containers to the curb for an automated collection. Rather, they can leave their containers anywhere that is accessible and the drivers will retrieve their containers for them.

4. **Why can't I get a discount if I place my containers in my front yard or driveway as opposed to my backyard?**
   The vehicles used and the process for waste collection is the same no matter where you place your containers on your property. The driver still needs to step out of their vehicle, walk to the container, bring it back to the truck, manually empty it into the truck, and place the container back in its spot. Therefore, the costs are the same.

5. **Why is there a price increase if all we're doing is taking food waste from our trash containers and disposing them in our existing green waste containers?**
   The cost of handling/processing organic waste increases when food waste is added, due to increased weight and volume. Furthermore, to be compliant with SB1383, the City must implement other components of the law in addition to organics collection. These components include establishing an edible food recovery program, conducting education and outreach, procuring recovered organic products, conducting quarterly waste characterizations, and monitoring compliance (lid flipping). Athens Services will be assisting the City in meeting these additional requirements along with providing organics waste collection and recycling. The new rates will cover the additional services and assistance provided by Athens.

6. **What are the other fees that are paid by trash customers?**
   South Pasadena trash bills include a 3% Billing Fee (1.5% retained by Athens for their billing services and 1.5% received by the City) and a 9.4% Franchise Fee.

If you have questions or concerns regarding trash collection specifically from your property, please contact Athens Services Customer Service at (888) 336-6100.

ATTACHMENT 3
May 17, 2023 City Council Staff Report:
Update of the City's Exclusive Refuse Service Agreement
Related to the Implementation of SB 1383 Requirements

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City Council Agenda Report

ITEM NO. ___

DATE: **May 17, 2023**

FROM: Arminé Chaparyan, City Manager

PREPARED BY: H. Ted Gerber, Public Works Director
Arpy Kasparian, Environmental Services & Sustainability Manager

SUBJECT: **Receive Update and Provide Direction on Next Steps for the Update of the City's Exclusive Refuse Service Agreement Related to the Implementation of SB 1383 Requirements**

Recommendation
It is recommended that the City Council receive a staff presentation and provide direction on next steps for the update of the City's Exclusive Refuse Service Agreement related to the implementation of SB 1383 requirements.

Executive Summary
In 2016, Senate Bill 1383 (Short-Lived Climate Pollutants) was signed into law in a statewide effort to reduce short-lived climate pollutants, namely methane emissions created by organic waste. Pursuant to SB 1383, jurisdictions are mandated to provide organics collection services, establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, monitor compliance, and conduct enforcement.

City staff have been working with the City's franchise waste hauler, Athens Services, to update the current exclusive refuse service agreement (Agreement) to include the added services required by the law. The City's refuse rates and services must be adjusted to accommodate the additional waste hauling services required by SB 1383. Athens Services has proposed three different rate adjustment options/service models for meeting the requirements of SB 1383: two options keep the current Backyard Service (BYS) model, and one option for a hybrid BYS and Curbside Service model. South Pasadena's current BYS model includes individual Athens pickup trucks visiting customers and manually collecting trash barrels from the driveway or backyard with a pickup truck.

The proposed Curbside Service model would generally consist of customers bringing barrels to the street curb for pickup by a larger truck. An analysis of all options is included in the report. Staff recommends City Council review the analysis provided and provide staff direction on next steps.

Background

Senate Bill 1383

In 2016, Senate Bill 1383 (Short-Lived Climate Pollutants) was signed into law in a statewide effort to reduce short-lived climate pollutants, namely methane emissions created by organic waste. The bill established targets to achieve a 75% reduction in disposal of organic waste by 2025. In addition, the bill aims to rescue at least 20% of currently disposed edible food for the millions of Californians experiencing food insecurity. Pursuant to SB 1383, jurisdictions are mandated to provide organics collection services and require all residents and businesses to divert organic waste (yard waste, food scraps, food-soiled paper, etc.) from landfills to recycling facilities starting January 1, 2022, as regulated by the California Department of Resources Recycling and Recovery (CalRecycle). In addition, SB 1383 requires jurisdictions to establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct enforcement. Many jurisdictions delegate these tasks to their waste haulers.

City Ordinance and Implementation

The City of South Pasadena has taken several steps to meet the requirements of SB 1383. In 2021, the Athens' Contract Ad Hoc Committee was created to negotiate an amendment (Amendment) to the current exclusive refuse service agreement (Agreement) with the City's franchise waste hauler, Athens Services, to ensure compliance with the collection requirements of the mandate. In November 2021, the City joined the San Gabriel Valley Regional Food Recovery Program to comply with SB 1383's edible food recovery regulations. Lastly, in December 2021, the South Pasadena City Council adopted the Mandatory Organic Waste Disposal Reduction Ordinance. Food scrap collection for single-family homes began in South Pasadena on January 1, 2022.

The City is working to update the current Agreement with Athens Services in order to fulfill the remaining requirements of SB 1383 which include: providing organics collection services to all residents and businesses, conducting education and outreach to the community, procuring recyclable and recovered organic waste products for use within the City, monitoring compliance, and reporting.

Current Exclusive Refuse Service Agreement

The City of South Pasadena's Agreement with Athens Services was established in the year 2000 (Attachment 1) and was amended once in 2017 (Attachment 2). It is currently a seven-year evergreen contract, meaning it is on a rolling term and is renewed every year for another seven years. Therefore, termination of the contract would take seven years. Per the amended agreement, Athens Services provides Backyard Service to single-family residences, Bin Service to non-residential and multi-residential properties, Street Sweeping Services, Bus Stop Barrel Pick-Up, City Garage Sweeping Service, and community events such as Dumpster Day. In addition, the City, on a monthly basis, receives 9.4% of gross receipts as a franchise fee, 1.5% as an administrative fee, and

3% as a billing fee. The City also receives $65,000 every seven years for the City Yard refuse handling.

CalRecycle SB 1383 Local Assistance Grant Program

To assist with the implementation of regulation requirements, Department of Resources Recycling and Recovery (CalRecycle) offered the SB 1383 Local Assistance Grant Program, a non-competitive grant program providing one-time funding to local jurisdictions. These funds can be used to assist the jurisdiction in the various components of SB 1383 including capacity planning, collection, edible food recovery, education and outreach, enforcement and inspection, program evaluation, procurement requirements, and record keeping. City staff applied and the City was awarded $37,204. City staff anticipate prioritizing the funds for items that would assist residents and businesses with food scrap separation and collection, which may include organics barrels, food waste pails, education and outreach materials such as signage and labels, etc. Other items that are being considered are recordkeeping software and personnel costs.

Athens' Contract Ad Hoc Committee

In 2021, the Athens' Contract Ad Hoc Committee (Ad Hoc Committee) was created to negotiate an Amendment to the current Agreement with the City's franchise waste hauler, Athens Services, to ensure compliance with the collection requirements of SB 1383. Consisting of two councilmembers and two Natural Resources and Environmental Commission commissioners, the Ad Hoc Committee met several times to review and discuss the components of SB 1383, the current Agreement terms, and the proposed rate adjustments from Athens Services.

Notice of Intent to Comply

As jurisdictions prepared to implement SB 1383 regulations, many local governments faced challenges due to the COVID-19 pandemic. In response, Governor Newsom signed SB 619 (Laird, Chapter 508, Statutes of 2021) into law to support local governments as they designed and implemented successful organic waste recycling programs throughout the state. The law authorized CalRecycle to waive civil penalties if a jurisdiction submitted a Notification of Intent to Comply (NOIC) for some or all of the regulatory requirements and successfully implemented a plan to correct their violations. Per City Council approval, City staff submitted a NOIC to CalRecycle as a precaution to ensure that the City is protected against any penalties.

The City's NOIC, which was approved by CalRecycle, included a schedule and plan of completion of the following items:

1. Implementation of commercial and multifamily organic waste program.
2. Container color and labeling requirements.
3. Processing waivers granted by the jurisdiction.
4. Ongoing organic waste recovery education and outreach.
5. Procurement of recovered organic waste product and associated recordkeeping.

6. Development and implementation of paper procurement policy and associated recordkeeping.

Corrective Action Plan

As City staff and the Ad Hoc Committee have continued to work on the updates to the Athens Agreement to include the various components of SB 1383, CalRecycle has continued to monitor the City's progress. CalRecycle has determined that violations identified in the NOIC that will take more than 180 days to correct may be addressed through a Corrective Action Plan (CAP). City staff and CalRecycle worked together to create an updated schedule of actions necessary for the City to address the violations disclosed in the NOIC and on March 29, 2023, CalRecycle approved and issued the City of South Pasadena a CAP (Attachment 3). CalRecycle will continue to monitor the City's implementation of the actions identified in the CAP from the date of issuance through March 1, 2024 ("the oversight period"), when all implementation actions must be completed. During the oversight period, the City will submit status reports to CalRecycle and attend status meetings with CalRecycle to demonstrate the ongoing progress the City is making on remedying the violations described in the CAP.

Analysis

The City's refuse rates and services must be adjusted to accommodate the additional waste hauling services required by SB 1383. Considering the necessary changes to the Agreement and feedback received from the community, the Ad Hoc Committee requested Athens Services provide a proposed rate adjustment for changing service models from Backyard Service to Curbside Service in addition to the required components of SB 1383. Thus, Athens Services has proposed three different rate adjustment options/service models for meeting the requirements of SB 1383: two options keeping the current BYS model and one option for a hybrid BYS and Curbside Service model. All options proposed include Athens providing organics collection, quarterly contamination monitoring of organics containers, quarterly outreach and education, commercial account food recovery visits, support, and compliance assistance, quarterly waste stream analysis, procurement support of recycled organic products, and data management and reporting of all SB 1383 programs.

To further assist staff in examining these options, the City retained the services of MSW Consultants and R3 Consulting (Consultants). The Consultants provided analyses on how the rates for each option compare to neighboring cities and provided insight on the components of each option. The Consultants will assist staff in drafting a new comprehensive Agreement once a rate adjustment and service level is agreed upon.

Proposed Options

Athens Services has proposed three options for meeting SB 1383 requirements. All options include the following compliance programs for both residential and commercial accounts in addition to the required organics collection and recycling:

- **Quarterly Contamination Monitoring**: Athens will conduct quarterly organics route reviews to monitor contamination by performing hands-on visual checks of organic containers (lid flipping).
- **Quarterly Outreach and Education**: Athens Recycling Coordinators will conduct in-person visits annually to all commercial and multifamily accounts, and as needed or as requested to residential customers. Visits will include waste assessments, edible food requirement support, service level assistance, waiver eligibility, and contamination follow-ups. Quarterly recycling newsletters will be mailed out to all customers or emailed to paperless accounts.
- **Commercial Account Food Recovery Support and Compliance Assistance:** Athens will provide assistance and support with all qualified commercial food generators that are subject to this requirement.
- **Quarterly Waste Stream Analysis**: Athens will fulfill the SB 1383 requirement of performing a specific number of characterizations every quarter for specific waste streams of inbound material, recyclable recovery, organic recovery, and residue going to landfill.
- **Procurement Support of Recycled Organic Products**: Athens will assist in compliance with this requirement through the use of renewable compressed natural gas (RCNG) utilized in their collection vehicles and through the compost produced at Athens' American Organics (AO) facility.
- **Data Management and Reporting**: SB1383 requires jurisdictions to monitor contamination, issue notices of violations, track all organics collection and diversion, and to report this information to CalRecycle. Athens will capture all required data through their web based reporting system that the City can interface, review, and gather data as needed. Athens will also have adequate data to support the City with enforcement actions.

To fulfill the residential and commercial organics collection and recycling service component, Athens has offered the three options summarized below. Also see Attachment 4 for a table format of Athens' proposed options.

Though the options have been discussed at length with the Ad Hoc Committee, reviewed by the City's consultant, and evaluated by staff for compliance with SB 1383 requirements, they have not been vetted with regard to legal implications of the specific terms, conditions, adjustments, and other proposed components, and their relation to existing statutes or recent case law precedent. This evaluation will occur with the development of the revised draft Agreement, to be brought to Council at a later date.

OPTION 1

- Leave the current backyard service (BYS) program "as is" for the entire residential area. This would include service by 8 unleaded BYS pick-up trucks and 2 RCNG front loaders (mother trucks), with one pass per resident with both mixed waste (trash and recyclables) and organics being placed into a BYS truck. Mixed waste

is processed to segregate recyclables at Athens' Material Recovery Facility (MRF). Organics, including food and yard waste, are transferred at the MRF and transported to American Organics (AO) for organics processing into compost.

- Provide new residential & commercial rates for SB 1383 programs upon the effective date of the Amendment. Residential and Commercial 14.00% rate adjustment, in addition to the regular annual rate adjustment that occurs on July 1.Institute discounted organic rates for all bin customers (commercial and multifamily) upon the effective date of the Amendment. For all qualified bin customers (commercial, multi-family, or residential) who require a source separated organics automated barrel per the SB1383 law, Athens will provide multiple 30 and/or 60 gallon organic containers, per individual customer's service level needs. Athens will provide these organic barrels at discounted rates for the life of the contract, discounted 15% below the current "pay-as-you-throw" rates in the approved rate schedule.

OPTION 2

1. Leave the current backyard service (BYS) program "as is" for the entire residential area (see Option 1, Item 1 above).

2. Athens will provide an "Electric Truck Pilot Program" for the residential BYS service. At no additional cost, when an electric truck becomes available that has the ability to perform the same work in a day that a current BYS truck currently provides, Athens will acquire this electric truck and exchange it temporarily for a three-month period with one of the current BYS trucks operating in South Pasadena. Upon completion of the three-month pilot program period, Athens will determine if the electric truck's performance is adequate and if a proposal to use all electric BYS trucks is desired by the City. If so, Athens will provide a proposal to change all unleaded BYS trucks to electric BYS trucks, and what affect that program would have on the rates.

3. Athens will continue to provide the Bus Stop Barrel Pick-up service & City Garage Sweeping service, at the current monthly service levels, at no additional charge to the City. This will save approximately $40,000.00 per year to the City's budget.

4. Athens will freeze the current BYS residential rate of $52.53 through June 2024. The residential rate will not be adjusted per the regular annual rate adjustment until July 1, 2024.

5. Athens will institute a 2-year phase in of a 20.00% extraordinary rate adjustment, to all rates other than the BYS residential rate, as follows:
   Effective July 1, 2023 = 10.00% + regular annual rate adjustment
   Effective July 1, 2024 = 10.00% + regular annual rate adjustment

6. Athens will institute discounted organic rates for all bin customers upon the effective date of the Amendment (see Option 1, Item 3 above).

7. The contract rolling term will be modified from a 7-year rolling term to a 10-year rolling term.

8. During the phase-in period from July 2023 through June 2025, the rolling term shall automatically renew. This is the period in which Athens is providing a rate freeze for the residential BYS rate, and for other rates to be phased-in per #5 & #6 above. The regular renewal term of the contract would start again July 1, 2025.

9. The annual rate adjustment formula in the contract will be modified from using the "Consumer Price Index (CPI), All Urban Consumers, Los Angeles/Long Beach/Anaheim area", to using the "CPI for Trash & Garbage Collection, US City Average" + 1%. Both of these CPI indexes are published on a monthly basis by the same governmental agency, the US Bureau of Labor Statistics. The current CPI index used in the Agreement accounts for residential homes and the cost of goods that residents are faced with (milk, bread, eggs, etc.). Athens has proposed that this index is unrelated to the trash industry, and as a result, the actual operating costs outpace the rate adjustments that are based on the described 'household' CPI. Athens has proposed that using an index that is related to the trash industry helps to cover the actual costs that the hauler is faced with.

OPTION 3

1. Change from the current BYS program to a traditional automated side loader curbside service using three new Renewable Compressed Natural Gas (RCNG) side loader trucks and three new 64-gallon carts for the majority of residents (except for #2 below, or as otherwise needed). The default barrel service will include one of each of the following: a 64-gallon black barrel for trash, a 64-gallon blue barrel for source separated recyclables, and a 64-gallon green barrel for source separated organics. Instead of 1-pass with a BYS truck, customers will see 3-passes with side loader trucks.

2. For all other residential and multifamily BYS customers located in areas where Athens is unable to provide curbside service, there will be a change from the current 1-pass BYS program to a 2-pass BYS program. This will affect approximately 700 accounts that are in a "hard to service" area where the streets are too narrow for any type of automated side loader vehicle to navigate. This model would also apply to about 60 multi-family accounts that have five or more units where curbside service would not be realistic for the large number of units and barrels. These 760 accounts would need to remain with BYS service using only two unleaded BYS trucks and one RCNG front loader.

3. Athens will continue to provide the Bus Stop Barrel Pick-up service & City Garage Sweeping service, at the current monthly service levels, at no additional charge to the City. This will save approximately $40,000.00 per year to the City's budget.

4. Athens will provide new residential rates, effective July 2023, and freeze those rates through June 2024. These two rates will not be adjusted per the regular annual rate adjustment until July 1, 2024. The proposed Curbside rate is $31.00 per month and the proposed BYS rate is $101.00 per month. The City may implement a combination of the two above rates with a net zero change, i.e. increase the curbside rate and decrease the BYS rate, within the legal ability to do so.

5. Institute a 2-year phase in of a 30.00% extraordinary rate adjustment, to all rates other than the Curbside and BYS residential rates in #4 above, as follows:
   Effective July 1, 2023 = 15.00% + regular annual rate adjustment
   Effective July 1, 2024 = 15.00% + regular annual rate adjustment

6. Athens will institute discounted organic rates for all bin customers upon effective date of Amendment (see Option 1, Item 3 above).

7. The contract rolling term will be modified from a 7-year rolling term to a 10-year rolling term.

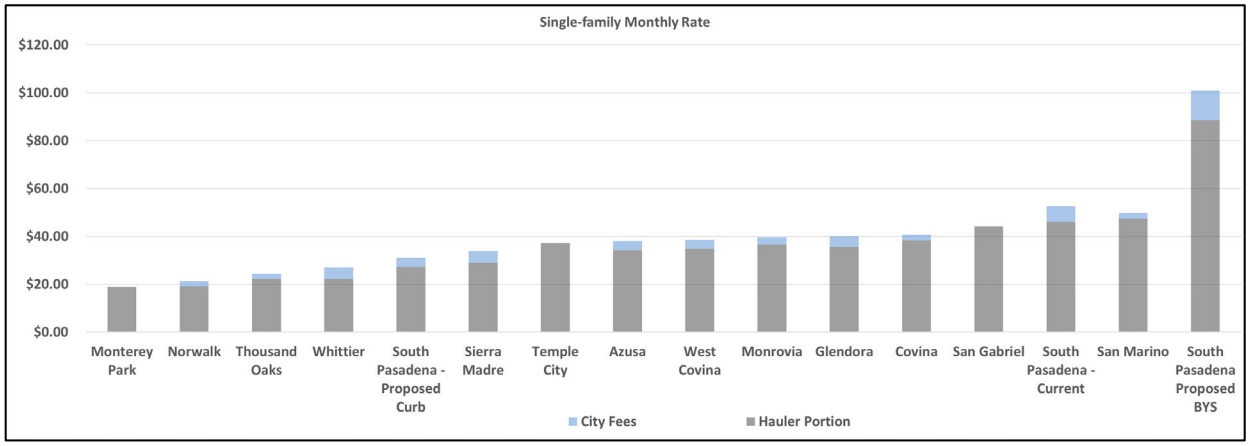
8. During the phase-in period from July 2023 through June 2025, the rolling term shall automatically renew. This is the period in which Athens is providing a rate freeze for the residential BYS rate, and for other rates to be phased-in per #5 & #6 above. The regular renewal features would start again July 1, 2025.

9. The annual rate adjustment formula in the contract will be modified from using the "Consumer Price Index (CPI), All Urban Consumers, Los Angeles/Long Beach/Anaheim area", to using the "CPI for Trash & Garbage Collection, US City Average" + 1% (see the explanation in Option 2, Item 9).

Analysis of Options

The options presented vary in rate, residential service type (BYS v. Curbside), commercial organics recycling implementation, types of fleet vehicles, Agreement term length, CPI index, and added features.

A rate survey was completed to determine how the three residential rates proposed in these options compare to those in surrounding cities. The proposed Curbside rate in Option 3 aligns closely with the Curbside rates of most cities. The current BYS rate is at a higher end (reflecting the higher service level), and the proposed BYS rate about doubles the current average rate, as seen in the chart below. Note that the rates of these cities do not reflect their rate changes necessary to account for SB 1383 implementation and will likely be higher than what is shown in the following chart.



The City of South Pasadena is unique in that the entire City is serviced exclusively with Backyard Service, where pick-up trucks equipped with two compartments, collect refuse and recyclable materials in one compartment, and yard and food waste (also called green waste), in the other compartment. Waste is collected from containers supplied by the customer and stored in the customer's backyard. Currently, residents do not need to roll out their refuse containers to the curb for service – they need only ensure the containers are accessible. Curbside Service is more common in other cities and involves the customer rolling out hauler-provided containers to the curb to be collected by a large side-loader truck. Most cities have a curbside service model, while some have a hybrid curbside service and backyard service model for servicing hard-to-service areas such as hillsides and narrow streets.

Options 1 and 2 would keep the backyard service level as-is in the City and no changes would occur in the service type. Option 3 offers switching to curbside service for most of the City, while retaining backyard service for hard-to-service areas. This would affect approximately 700 accounts that are in a "hard to service" area where the streets are too narrow for any type of automated side loader vehicle to navigate. This model would also apply to about 60 multi-family accounts that have five or more units where curbside service would not be realistic for the large number of units and barrels.

The service type affects the number and type of vehicles used. Options 1 and 2 with BYS would require 8 unleaded BYS pick-up trucks and 2 RCNG front loaders (mother trucks). Option 3 would require 2 unleaded BYS pick-up trucks, 1 RCNG front loader, and 3 RCNG side loader trucks. If switched to Curbside, residents would be required to roll their refuse containers to the curb on their specified collection day. However, Athens does offer a 'roll-away' service feature, where the customer can pay an additional fee to have bins returned from the curb by the Athens driver.

Per SB 1383, all refuse containers must be standardized in color and labeling. Currently with the City's BYS, residents use their own containers. Regardless of whether the City chooses to remain with BYS for all (Options 1 and 2) or to switch to Curbside for most and BYS for some (Option 3), the containers used must be changed to fit the required

color and labeling standards. Per the CAP, these containers must be updated by March 2024. It is important to note that Options 1 and 2 do not include the cost of new containers. Option 3 includes the cost of new containers for the Curbside accounts only and does not include the cost of new containers for the hard-to-service areas which will remain BYS.

Community Outreach

To gather information on community preferences and current practices, City staff conducted a survey which was available online and in-person. The survey received 465 responses and showed that respondents were relatively even-split on their preference between BYS and Curbside. The survey also revealed that most residents will move either their containers or vehicles on collection day to ensure accessibility for Athens' crews. See Attachment 5 for complete results of the survey.

Next Steps

Per Council's direction and to ensure compliance with the CAP, staff may conduct the following next steps:

1. Direct staff to conduct additional community outreach in June/July.
2. Return to Council in August/September with a revised draft Agreement with staff recommendation supported by community feedback.
3. Conduct Proposition 218 Public Hearing for rate changes.
4. Per the CAP, implement new collection services by March 1, 2024.

Fiscal Impact

Residential and commercial refuse rates must be adjusted to accommodate the additional organics collection and recycling services required by SB 1383. The rate increases will depend on which proposed option is chosen. Refuse rates are expected to increase regardless of option.

Key Performance Indicators and Strategic Plan

This item is in line with the City's Green Action Plan and Climate Action Plan to divert organics from landfill and to implement the requirements of Senate Bill 1383.

Commission Review and Recommendation

This item was not reviewed by a commission, however, has been discussed by the Athens' Contract Ad Hoc Committee.

Attachments

1. First Amendment to Exclusive Refuse Services Agreement (2017)
2. Current Exclusive Refuse Services Agreement (2000)
3. CalRecycle Corrective Action Plan
4. Table of Athens' Proposed Options for SB1383 Compliance
5. Community Outreach Survey Results

ATTACHMENT 1
First Amendment to Exclusive Refuse Services Agreement (2017)

FIRST AMENDMENT TO
EXCLUSIVE REFUSE SERVICE AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE REFUSE SERVICE AGREEMENT ("***Amendment***") is made and entered into as of November 15, 2017 ("***Amendment Effective Date***"), by and between the City of South Pasadena, a municipal corporation ("***City***"), and Arakelian Enterprises, Inc. dba Athens Services, a California corporation (as successor to South Pasadena Disposal Company) ("***Contractor***").

RECITALS

A. City and Contractor are parties to that certain Exclusive Refuse Service Agreement, dated November 6, 2000 ("***Original Agreement***").

B. The parties desire to amend the Original Agreement to allow Contractor to assume responsibility for all City refuse billing, to update and modify the applicable rate structure including a rate sheet for "optional" services, to add new services for bus stop barrel pick-up and sweeping service/trash pickup for City's Mission Meridian parking structure, add one (1) additional dumpster day per year for a total of two (2) dumpster days for the City, add one (1) free curbside bulk item pick up for all senior accounts, and to provide for a periodic new payment to City as part of the contract amendment. The Original Agreement as amended by this Amendment shall be referred to herein as the "***Refuse Service Agreement***".

TERMS OF AGREEMENT

1. The fourth Recital of the Original Agreement is deleted in its entirety and replaced by the following:

> "WHEREAS, as partial consideration for City to agree to extend the term of the Backyard Service Agreement, Contractor agrees to provide City with Street Sweeping Service (defined below) for the term of the Bin Service Agreement;"

2. The sixth Recital of the Original Agreement is deleted in its entirety and replaced by the following:

> "WHEREAS, City and Contractor agree to amend and restate the Bin Service Agreement and Backyard Service Agreement to memorialize, in one document, the parties' agreements for (i) Bin Service, (ii) Backyard Service, (iii) Street Sweeping Service, (iv) Bus Stop Barrel Pick-Up, and (v) City Garage Sweeping Service for City and its residents and businesses ("Refuse Service Agreement"); and"

3. A new Section I.V. is added as follows:

> "V. "Bus Stop Barrel Pick-Up" shall mean emptying the bus stop trash receptacle(s), supplying the new trash liner and replacing the trash liner. Contractor shall remove any trash outside of the receptacle at the bus stop

and pressure wash as needed. The schedule and locations for Bus Stop Barrel Pick-Up are set forth on Exhibit D attached hereto."

4. A new Section I.W. is added as follows:

"W. "City Garage Sweeping Service" shall mean parking garage sweeping, emptying the three (3) garage trash receptacles, supplying the new trash liner and replacing the trash liner at the City's Mission Meridian parking garage located at 805 Meridian Avenue, South Pasadena, California. Contractor shall remove any trash outside of the receptacles and pressure wash as needed."

5. A new Section I.X. is added as follows:

"X. "Seniors" shall mean a resident sixty-two years of age or older"

6. Section III.I. of the original agreement is deleted in its entirety and replaced by the following:

"I. Provisions of two (2) dumpster days per year (on days determined by the Public Works Director) for collection of bulky items, including, but not limited to, all large or difficult to handle objects such as couches, refrigerators, rugs and carpets, water heaters, washing machines and other items, excluding typical or ordinary Refuse items. Contractor shall also provide no charge curbside pick-up of those bulky items during the dumpster day events for senior citizens' residences within the City, as coordinated by the City; provided, that if pick-ups for any dumpster day event exceed one hundred (100), then the City and Contractor shall negotiate a reasonable charge for such excess pick-ups. In addition to the two (2) dumpster day events, the Contractor shall also provide one (1) curbside bulky pick-up per year for seniors at no charge. The City shall notify the Contractor at lease twenty four (24) hours in advance of scheduling the no charge curbside bulky pickup."

7. A new Section III.M. is added as follows:

"M. Collection, transportation, cleaning, and disposal of Refuse by Bus Stop Barrel Pick-Up at the locations and schedule set forth on Exhibit D at times and days approved by the Public Works Director and at the rates provided herein."

8. A new Section III.N. is added as follows:

"N. Provision of City Garage Sweeping Service shall include sweeping the garage at least one (1) time a week, collecting trash at the three (3) parking garage receptacles at least two (2) times a week or more as the Public Works Director may occasionally determine is necessary, and pressure washing the parking garage at least one (1) time per year at times

and days approved by the Public Works Director Service shall include transportation and disposal of Refuse collected while providing City Garage Sweeping Service."

9. Section V.A. of the Original Agreement is deleted in its entirety and replaced by the following:

"A. The schedule and routes for Refuse collection, Street Sweeping Service, Bus Stop Barrel Pick-Up, and City Garage Sweeping Service shall be subject to reasonable approval of the Public Works Director. Contractor shall prepare and file with the Public Works Director a Refuse collection, Street Sweeping Service, Bus Stop Barrel Pick-Up, and City Garage Sweep Service schedule, together with a complete map of the Refuse collection and Street Sweeping Service districts within City. The Public Works Director shall indicate thereon in an appropriate and easily understandable manner the days on which Refuse collection, Street Sweeping Service, Bus Stop Barrel Pick-Up, and City Garage Sweeping Service shall be made."

10. Section V.B. of the Original Agreement is deleted in its entirety and replaced by the following:

"B. The Refuse collection, Street Sweeping Service, Bus Stop Barrel Pick-Up, and City Garage Sweeping Service routes and schedule shall be approved by the Public Works Director."

11. Section VII.A. of the Original Agreement is deleted in its entirety and replaced by the following:

"A. As of the Amendment Effective Date and until June 30, 2018, the rates charged and/or received by Contractor for all services provided pursuant to this Refuse Service Agreement shall be as set forth on Exhibit A hereto; provided, that City retains the unilateral right to reduce or increase the AB 939 authorized fee charged by City; and provided, further, that such fee shall be remitted in full to City and such receipts shall not be included in the gross receipts calculations for Contractor. Commencing on July 1, 2018, and on each July 1 thereafter, the rates shall be adjusted as provided in Section VII.C."

12. Section VII.G. of the Original Agreement is deleted in its entirety and replaced by the following:

"G. Contractor shall bill Customers quarterly in advance for all Bin Service, Backyard Service, and Special Services. Contractor shall charge (1) a franchise fee for this Refuse Service Agreement of nine and four-tenths percent (9.4%), and (2) a billing fee of three percent (3%), of the gross receipts Contractor collects for Bin Service, Backyard Service, and Special Services payments during the preceding month, pursuant to

this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee and billing fee are based."

13. A new Section VII.H. is added as follows:

"H. On the first business day of each month, the Contractor shall bill the City the applicable charges, as provided in Exhibit A, for Bus Stop Barrel Pick-Up and City Garage Sweeping Service rendered during the preceding month. The City shall remit payment within forty-five (45) days from the City approved invoice."

14. Section VIII.A. of the Original Agreement is deleted in its entirety and replaced by the following:

"A. For the entire term of this Refuse Service Agreement, on or before the last business day of each month, City shall receive, as a franchise fee for this Refuse Service Agreement, nine and four-tenths percent (9.4%) of the gross receipts Contractor collects for Bin Service, Backyard Service, and Special Services payments during the preceding month, pursuant to this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee is based."

15. Section VIII.B. of the Original Agreement is deleted in its entirety and replaced by the following:

"B. For the entire term of this Refuse Service Agreement, on or before the last business day of each month, the City shall receive an administrative fee of one and one-half percent (1.5%) of the gross receipts Contractor collects for Bin Service, Backyard Service, and Special Services during the preceding month, pursuant to this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee is based."

16. A new Section VIII.D is added as follows:

"D. Commencing on the Amendment Effective Date, and on each seventh anniversary of the Amendment Effective Date thereafter, provided neither party has given notice of termination as provided in Section VI, City shall receive a fee of Sixty-Five Thousand Dollars and Zero Cents ($65,000.00) to be used toward facilitating refuse handling operations at the City Yard. Each lump sum fee shall be adjusted in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index for All Urban Consumers, Los Angeles-Riverside-Orange County area ("CPI"), for the seven (7) previous

twelve-month periods (May through April), or an equivalent index approved by mutual agreement in the event the CPI as described above is no longer published. Upon any notice of termination as provided in Section VI, this Section VIII.D. shall be of no further force or effect and Contractor shall not be obligated to pay any further fees under this Section VIII.D."

17. A new Section XVII.D is added as follows:

"D. Contractor shall maintain financial statements and other relevant information consistent with generally accepted business practices regarding the operation of Contractor's waste collection business. The City retains the right, upon reasonable notice, to inspect and audit Contractor's financial statements and records with respect to services provided pursuant to this Agreement to confirm compliance and the calculation of rates pursuant to Section VII (Rates and Billing), Section VIII (Franchise Fee) and Exhibit B (Rate Increase Formula). The parties acknowledge and agree that Contractor's financial information and records constitute proprietary information and trade secrets of Contractor. All financial information provided to City shall be held strictly confidential and not publicly disclosed, to the maximum extent permitted by law, and City shall use its best efforts to prevent any such disclosure."

18. Section XXII.D. of the Original Agreement is deleted in its entirety and replaced by the following:

Unless a party notifies, in writing, the other party of a change of address any notice required to be given under this Refuse Service Agreement shall be given by placing such notice in the United States mail, postage prepaid, addressed as noted below:

If to City:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attn: Stephanie DeWolfe, City Manager

If to Contractor:

Athens Services
P.O. Box 60009
City of Industry, CA 90071-3301
Attn: Gary M. Clifford II,
Executive Vice President

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste 850
Pasadena, CA 91101

19. Exhibit A of the Original Agreement is deleted in its entirety and replaced by Exhibit A attached hereto and incorporated herein by reference.

20. Exhibit B of the Original Agreement is deleted in its entirety and replaced by Exhibit B attached hereto and incorporated herein by reference.

21. A new Exhibit, Exhibit D, entitled Bus Stop Barrel Pick-up Locations and Schedule, is added to the Refuse Service Agreement, attached hereto and incorporated herein by reference.

22. This Refuse Service Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of California without regard to any conflict of laws provision that would apply the laws of any other jurisdiction.

23. Except as modified herein, either expressly or by necessary implication, the terms and conditions of the Original Agreement shall remain in full force and effect.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and attested by their respective officers duly authorized as of the Amendment Effective Date first written above, regardless of the actual date of execution by the parties.

Dated: November 15, 2017

"City"
City of South Pasadena

By: _____
Signature

Printed: STEPHANIE DEWOLFE

Title: CITY MANAGER

Date: 11/15/2017

"Contractor"
Arakelian Enterprises, Inc.
dba Athens Services,
a California corporation

By: _____
Signature

Printed: GARY M CLIFFORD II

Title: EXECUTIVE VICE PRESIDENT

Date: 11-14-2017

Attest:

By: _____
Evelyn G. Zneimer, City Clerk

Date: 11/15/2017

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: 11/15/2017

[*Signature Page for First Amendment to Exclusive Refuse Service Agreement*]

EXHIBIT A

SCHEDULE OF RATE CALCULATIONS, EFFECTIVE NOVEMBER 15, 2017

EXHIBIT A
CITY OF SOUTH PASADENA
SCHEDULE OF RATE CALCULATIONS
EFFECTIVE NOVEMBER 15, 2017

SERVICE	OPERATIONS COMPONENT	DISPOSAL COMPONENT	NEW NET RATE TO CONTRACTOR	3% BILLING FEE	9.4% FRANCHISE FEE	RECYCLE RATE	TOTAL RATE
REGULAR SERVICES							
STANDARD	25.05	7.52	32.57	1.12	3.49	3.17	40.35
YARD WASTE	3.61	0.00	3.61	0.00	0.00	0.00	3.61
MULTI UNITS 1X							
2	40.01	9.98	49.99	1.71	5.36	3.17	60.24
3	48.61	12.22	60.83	2.08	6.53	3.17	72.61
4	57.20	14.39	71.59	2.45	7.68	3.17	84.90
5	65.65	16.57	82.22	2.82	8.82	3.17	97.03
6	71.48	17.97	89.45	3.06	9.60	3.17	105.28
7	76.20	19.19	95.39	3.27	10.24	3.17	112.06
8	81.00	20.33	101.33	3.47	10.87	3.17	118.85
9	85.82	21.57	107.39	3.68	11.52	3.17	125.76
10	90.57	22.76	113.33	3.88	12.16	3.17	132.54
11	95.40	23.99	119.39	4.09	12.81	3.17	139.46
12	100.11	25.14	125.25	4.29	13.44	3.17	146.15
MULTI UNITS 2X							
6	119.99	30.12	150.11	5.14	16.11	3.17	174.53
7	125.37	31.48	156.85	5.37	16.83	3.17	182.22
8	130.72	32.83	163.55	5.60	17.55	3.17	189.87
9	136.06	34.15	170.21	5.83	18.26	3.17	197.48
10	141.40	35.55	176.95	6.06	18.99	3.17	205.17
11	146.75	36.91	183.66	6.29	19.71	3.17	212.83
12	152.11	38.18	190.29	6.52	20.42	3.17	220.40
13+ ADD PER UNIT							
1X	8.05	2.05	10.10	0.35	1.08	0.00	11.53
2X	12.07	3.08	15.15	0.52	1.63	0.00	17.29
3X	16.14	4.04	20.18	0.69	2.17	0.00	23.04
4X	20.20	5.02	25.22	0.86	2.71	0.00	28.79
BIN RENTAL							
3 YARD	28.52	7.19	35.71	1.22	3.83	0.00	40.76
1.5 YARD	14.30	3.55	17.85	0.61	1.92	0.00	20.38
COMMERCIAL 3YD							
1X	90.07	44.20	134.27	4.60	14.41	3.17	156.45
2X	105.79	88.40	194.19	6.65	20.84	3.17	224.85
3X	121.37	132.63	254.00	8.70	27.26	3.17	293.13
4X	144.43	176.85	321.28	11.00	34.48	3.17	369.93
5X	171.29	221.04	392.33	13.44	42.10	3.17	451.04
6X	186.99	265.26	452.25	15.49	48.53	3.17	519.44
7X	202.71	309.39	512.10	17.54	54.95	3.17	587.76
COMMERCIAL 1.5YD							
1X	59.96	22.07	82.03	2.81	8.80	3.17	96.81
2X	108.68	44.15	152.83	5.23	16.40	3.17	177.64
3X	135.13	66.25	201.38	6.90	21.61	3.17	233.06
4X	161.50	88.36	249.86	8.56	26.81	3.17	288.40
5X	187.98	110.47	298.45	10.22	32.03	3.17	343.87
6X	214.40	132.50	346.90	11.88	37.22	3.17	399.18
MINIMUM COMMERCIAL	40.16	10.04	50.20	1.72	5.39	3.17	60.48
ROLL OFF	207.07	0.00	207.07	7.09	22.22	3.17	239.55

EXHIBIT A
CITY OF SOUTH PASADENA
SCHEDULE OF RATE CALCULATIONS
EFFECTIVE NOVEMBER 15, 2017

SERVICE	OPERATIONS COMPONENT	DISPOSAL COMPONENT	NEW NET RATE TO CONTRACTOR	3% BILLING FEE	9.4% FRANCHISE FEE	RECYCLE RATE	TOTAL RATE
OPTIONAL & OTHER SERVICES							
COMMERCIAL							
Bulky Item Pickup - first item	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Bulky Item Pickup - each additional item	15.00	0.00	15.00	0.51	1.61	0.00	17.12
3 Yard Temporary Bin	135.00	0.00	135.00	4.62	14.49	0.00	154.11
3 Yard Temporary Bin - extra dump	70.00	0.00	70.00	2.40	7.51	0.00	79.91
3 Yard Temporary Bin - per day over 7 days	17.00	0.00	17.00	0.58	1.82	0.00	19.41
Lock Lids	12.00	0.00	12.00	0.41	1.29	0.00	13.70
Declined Payment Charge	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Stop Service Charge	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Reactivation Charge	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Priority Emergency Service	165.00	0.00	165.00	5.65	17.71	0.00	188.36
Commercial Bin Wash/Clean Out Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Pressure Washing/Steam Cleaning Enclosures (per hour)	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Overflow Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Overweight Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Permanent Bin Extra Dump Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Dead Run Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Go Back Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Delivery Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Exchange Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Bin Bring-in Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Storage Box Rental	150.00	0.00	150.00	5.14	16.10	0.00	171.23
RESIDENTIAL							
Residential Bulky Pickup (in addition to annual events)	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Residential Bulky Pickup - each additional item	15.00	0.00	15.00	0.51	1.61	0.00	17.12
Residential E-Waste Pick-up	30.00	0.00	30.00	1.03	3.22	0.00	34.25
Declined Payment Charge	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Stop Service Charge (excludes vacation hold with notice)	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Reactivation Charge (excludes vacation hold with notice)	25.00	0.00	25.00	0.86	2.68	0.00	28.54
Priority Emergency Service	165.00	0.00	165.00	5.65	17.71	0.00	188.36
Residential Bin Cleaning Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Overflow Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Overweight Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Extra Dump Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Dead Run Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Go Back Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Delivery Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Exchange Charge	50.00	0.00	50.00	1.71	5.37	0.00	57.08
Residential Bin Push-out Charge	25.00	0.00	25.00	0.86	2.68	0.00	28.54
ORGANICS							
Primary 32 Gallon Organics Barrel							
1X	104.54	0.00	104.54	3.58	11.22	0.00	119.34
2X	182.51	0.00	182.51	6.25	19.58	0.00	208.34
3X	260.49	0.00	260.49	8.92	27.95	0.00	297.36
4X	338.47	0.00	338.47	11.59	36.32	0.00	386.38
5X	416.45	0.00	416.45	14.26	44.69	0.00	475.40
6X	494.43	0.00	494.43	16.93	53.06	0.00	564.42
Additional 32 Gallon Organics Barrel							
1X	88.63	0.00	88.63	3.04	9.51	0.00	101.18
2X	155.20	0.00	155.20	5.32	16.65	0.00	177.17
3X	221.79	0.00	221.79	7.60	23.80	0.00	253.18
4X	288.36	0.00	288.36	9.88	30.94	0.00	329.18
5X	354.95	0.00	354.95	12.16	38.09	0.00	405.19
6X	366.54	0.00	366.54	12.55	39.33	0.00	418.42
Organics Compactor Haul Rate	197.81	0.00	197.81	6.77	21.23	0.00	225.81
Organics Compactor Disposal/Ton Rate	100.00	0.00	100.00	3.42	10.73	0.00	114.16
CITY SERVICES							
City Garage Sweeping Service	750.00	0.00	750.00	0.00	0.00	0.00	750.00
Bus Stop Barrel Pick-up	2000.00	0.00	2000.00	0.00	0.00	0.00	2000.00

EXHIBIT B

RATE INCREASE FORMULA

Each of the rates provided by this Agreement consists of an Operations Components and a Disposal Components.

The Operations Components includes the costs of collection of all Refuse, including Recyclable Materials and Green Waste for all customers described in SECTION III according to the terms set forth in this Agreement. Also included in the Operations Components are the costs to haul all Refuse, including Recyclable Materials, to the MRF and to haul all Green Waste to a disposal site. The Operations Component includes the rates for Street Sweeping Services, Bus Stop Barrel Pick-up, and City Garage Sweeping Service.

The Disposal Components shall be based on the per ton costs incurred by Contractor for disposal and processing of all Refuse, including Recyclable Materials at the Contractor's MRF (which costs are defined on a per ton basis as the "MRF Gate Fee") and for its disposal of Green Waste at a disposal site.

Rate Adjustment Formula

The Operations Component is to be adjusted in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index ("CPI") for the immediately previous twelve month period (May through April) for All Urban consumers in the Los Angles/Anaheim/Riverside area, or an equivalent index approved by mutual agreement in the event the CPI as described above is no longer published.

The Disposal Components is to be adjusted in proportion to the increase or decrease in disposal cost as determined by the percentage change in the MRF Gate Fee or the tipping fee for Green Waste. Contractor agrees that it will not be entitled to any increase in the Disposal Cost Components due to an increase in the MRF Gate Fee other than due to the occurrence of one or more of the following: (1) an adjustment in the non-disposal portion of the MRF Gate Fee directly proportional to the percentage change in the CPI, as described above; and (2) an increase in the tipping fee for residue from the MRF at the disposal sites used by Contractor which comply with Section III.G. The Disposal Component adjustment shall not exceed the percentage change in CPI, as described above; provided, however, that if Contractor uses a disposal site other than the San Bernardino County landfill system subject to City approval, then increases or decreases in the tipping fee portion of the Disposal Component for such alternate disposal site may be adjusted in excess of the percentage change in CPI.

Special Rate Adjustment

Notwithstanding the preceding, as changes occur in the costs incurred by Contractor for collection, processing, and disposal of Organic Waste (as defined in Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the Public Resources Code, sometimes commonly referred to as AB 1826), Contractor and City shall meet and confer in good faith regarding an equitable adjustment to the rates for Organics Services, as reflected in Exhibit A.

In the event circumstances beyond the control of Contractor impose or generate extraordinary cost in the performance of the Agreement, Contractor may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Contractor. For each request, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate of extraordinary costs. City shall review Contractor's request and, in City's sole judgment, make the final determination on the adjustment, provide, however, that approval of such request not be unreasonably withheld.

EXHIBIT D

BUS STOP BARREL PICK-UP LOCATIONS AND SCHEDULE

Location	NB	SB	WB	EB	Schedule
	BSB	BSB	BSB	BSB	
Mission Street					
Grand Avenue	-	-	1	-	M W F
Adelaine Avenue	-	-	-	1	M W F
Orange Grove Avenue	-	-	1	1	M W F
Meridian Avenue	-	-	-	1	M W F
Fremont Avenue	-	-	1	1	M W F
Fair Oaks Avenue	-	-	1	1	M W F
Park Avenue	-	-	1	1	M W F
Milan Avenue	-	-	1	-	M W F
Garfield Avenue	-	-	1	1	M W F
Huntington Drive					
Alhambra Road	1	-	-	-	M W F
Maple Street	1	1	-	-	M W F
Fremont Avenue	-	-	1	1	M W F
Primrose Avenue	-	-	1	1	M W F
Marengo Avenue	-	-	1	1	M W F
Fletcher Avenue	-	-	1	1	M W F
Court Avenue	-	-	1	1	M W F
Fair Oaks Avenue					
Oxley Street	-	1	-	-	M W F
Columbia Street	1	1	-	-	M W F
State Street	1	1	-	-	M W F
Mission Street	-	-	-	-	M W F
Monterey Road	1	1	-	-	M W F
Rollin Street	1	1	-	-	M W F
Spruce Street	1	1	-	-	M W F
Garfield Avenue					
Monterey Road	-	-	-	-	T Th
Oak Street	-	1	-	-	T Th

Location	NB	SB	WB	EB	Schedule
	BSB	BSB	BSB	BSB	
Fremont Avenue					
Oneonta Knoll Street	-	1	-	-	T Th
Maple Street	1	1	-	-	T Th
Pasadena Avenue					
Sycamore Avenue	-	-	1	1	T Th
Arroyo Drive	-	-	1	1	T Th
Hawthorne Street	1	1	-	-	T Th
El Centro Street	1	1	-	-	T Th
Mission Street	1	1	-	-	T Th
Hill Drive					
Collis Avenue	-	-	-	1	T Th
Total	**11**	**13**	**14**	**15**	

Mission Meridian Parking Garage Sweeping and Trash Pick up

Sweep the Parking Garage	1 day per week
Empty three (3) trash cans	2 days per week (T and F)
Pressure wash the parking garage	1 time per year

Abbreviations

BSB - Bus Stop Barrel	EB - Eastbound	W - Wednesday
NB - Northbound	M - Monday	Th - Thursday
SB - Southbound	T - Tuesday	F - Friday
WB - Westbound		

ATTACHMENT 2
Current Exclusive Refuse Services Agreement (2000)

EXCLUSIVE REFUSE SERVICE AGREEMENT

This Agreement is made and entered into by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and ARAKELIAN ENTERPRISES, INC. (dba Athens Services), a California corporation (as successor to South Pasadena Disposal Company) ("Contractor").

WHEREAS, City and Contractor are parties to that certain agreement dated November 6, 1996 whereby Contractor provides exclusive Refuse and Recyclable Materials (both defined below) collection, transportation and disposal for Backyard Service (defined below) to single-family residences within City (the "Backyard Service Agreement");

WHEREAS, City and Contractor are parties to that certain agreement dated November 6, 1996 whereby Contractor provides exclusive Refuse and Recyclable Materials collection, transportation and disposal for Bin Service (defined below) to non-residential and multi-residential properties within City (the "Bin Service Agreement");

WHEREAS, pursuant to the Backyard Service Agreement, City gave Contractor notice of City's intent to terminate that agreement;

WHEREAS, as partial consideration for City to agree to extend the term of the Backyard Service Agreement, Contractor agrees to provide City with Street Sweeping Service (defined below), at no charge, for the term of the Bin Service Agreement;

WHEREAS, City agrees to extend the term for Contractor to provide exclusive Backyard Service to the affected residents;

WHEREAS, City and Contractor agree to amend and restate the Bin Service Agreement and Backyard Service Agreement to memorialize, in one document, the parties' agreements for (i) Bin Service, (ii) Backyard Service and (iii) Street Sweeping Service for City and its residents and businesses ("Refuse Service Agreement"); and

WHEREAS, pursuant to this Refuse Services Agreement, Contractor shall have the sole right to collect, transport and dispose of all residential and non-residential Refuse and responsibility to sweep all public streets in City in accordance with the terms and conditions of this Refuse Service Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Refuse Service Agreement City and Contractor do hereby agree as follows:

I. DEFINITIONS

A. "Backyard Service" shall mean collection of Refuse, Recyclable Materials (defined below) and Green Waste (defined below) (not exceeding two hundred twenty (220) gallons per Customer per week) from containers supplied by that Customer (defined below) and stored in, and returned to, that Customer's backyard (or particular substitute location mutually and reasonably agreed to among Contractor, the Public Works Director (defined below) and that Customer, but in no event in the City's public right-of-way) for (i) single-family, two-family, three-family and four-family residential properties, and (ii) subject to the reasonable agreement of Contractor and that Customer, other multi-family residential properties.

B. "Bin Service" shall mean collection of Refuse, Recyclable Materials and Green Waste from bins or roll-off containers supplied by Contractor and stored by the Customer in a location reasonably accepted by Contractor, the Public Works Director and any Customer within City not utilizing Backyard Service (but in no event in the City's public right-of-way).

C. "Bin" shall mean a container (1.5 or 3 cubic yard capacity) provided by Contractor for the deposit and collection of Refuse, Recyclable Materials and Green Waste typically found at commercial and multi-residential properties.

D. "Chief of Police" shall mean City's Chief of Police, or the authorized designee.

E. "City Manager" shall mean City's City Manager, or the authorized designee.

F. "City Attorney" shall mean City's City Attorney.

G. "City Council" shall mean City's City Council.

H. "CIWMA" shall mean the California Integrated Waste Management Act of 1989, as it may be amended from time to time (sometimes commonly referred to as AB 939).

I. "CIWMB" shall mean the California Integrated Waste Management Board and any successor agency.

J. "Compost" shall mean the product resulting from the controlled biological decomposition of organic wastes, either source separated from Refuse, or separated at a centralized facility, and may include vegetables, food, paper and yard and wood wastes, none of which are Hazardous Waste (defined below).

K. "Customer" shall mean any individual, person or organization, utilizing and paying for Contractor's Refuse collection service within the City.

L. "Green Waste" shall mean Refuse which is typically produced by, but not limited to, lawn trimmings, discarded yard plants, pruned branches of trees and bushes and fallen or green leaves or wood waste, all of which is not Hazardous Waste (defined below); provided, it shall not include those materials which are not appropriate for Compost (such as tree trunks, more than four inches (4") in diameter or four feet (4') in length, or palm fronds).

M. "Hazardous Waste" shall mean a waste or combination of wastes defined as a hazardous waste or hazardous substance under any federal or state law, regulation or rule, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), as amended ("CERCLA") or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), as amended ("RCRA").

N. "Materials Recovery Facility" ("MRF") shall mean a materials recovery facility used for purposes of recycling materials.

O. "Public Works Director" shall mean City's Director of Public Works or the authorized designee.

P. "Recyclable Materials" shall mean Refuse, including demolition and construction wastes, which can be or has been separated from Refuse and can be returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.

Q. "Refuse" shall mean all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, garbage, trash, paper, rubbish, ashes, industrial wastes, demolition and construction wastes and other discarded solid and semi-solid wastes; provided, that low-level radioactive waste regulated by the California Health and Safety Code (commencing with § 25800) and Hazardous Waste shall not be included in this definition.

R. "South Pasadena Municipal Code" ("SPMC") shall mean the laws, rules and regulations of the City.

S. "Special Services" shall mean any Refuse collection, transportation and disposal services provided by Contractor to a Customer, other than regular service provided hereunder.

T. "Street Sweeping Service" shall mean regular and emergency (such as after major storms and no more than twelve (12) traffic accidents per calendar year) mechanical cleaning of Refuse, soil, sand, leaves and other plant material and standing water from City's vehicular travel-ways, including public streets, alleys and parking lots, to a level of reasonable quality typical to the community, which complies with applicable storm water discharge, local Air Quality Management District, and all other applicable State and Federal, rules and regulations.

U. "Tipping Fees" shall mean the costs or charges imposed by a properly permitted disposal site, and Contractor's MRF, for dumping or processing of Refuse or Recyclable Materials at the site or facility.

II. EXCLUSIVE FRANCHISE

A. Grant of Franchise. Subject to the SPMC, as amended, California Public Resources Code section 40059 (a) (1), applicable State and Federal laws, rules and regulations, as well as provisions, hereof, this Refuse Service Agreement grants to Contractor an exclusive right for collection, MRF processing, transportation and disposal of discarded Refuse, Recyclable Materials and Green Waste within City; provided, that any person may donate, sell or otherwise dispose of Recyclable Materials or other materials of monetary value that person produces, subject to applicable Federal and State laws, rules and regulations.

B. Franchise Area. This Refuse Service Agreement applies to all property within the jurisdictional boundary of City.

C. Acceptance; Waiver. With the exception of this Refuse Services Agreement, City and Contractor agree to the mutual termination of all previous agreements between the parties and their predecessors relating to Refuse, Recyclable and Green Waste collection, transportation and disposal, including, but not limited to, the Backyard Service Agreement and the Bin Service Agreement.

D. Amortization of Existing Licensed, Non-franchised Refuse Haulers. City and Contractor acknowledge City has notified, pursuant to Public Resources Code section 49520, the licensed non-franchised Refuse haulers, which operated within City on November 6, 1996, Contractor is City's exclusive Refuse collection franchisee. The five-year amortization period provided by section 49520 ends on March 27, 2002.

III. SCOPE OF WORK

In exchange for the compensation described in Article VII, hereof, Contractor shall provide all labor, materials, equipment and services, and pay all costs it incurs in performing the same, for:

A. Collection, transportation and disposal of Refuse by Backyard Service from the premises, described in I.A., above, in the City, at the regularly scheduled intervals reasonably agreed to by Contractor and the Public Works Director, but no less than once a week, and at the rates provided herein;

B. Collection, transportation and disposal of Refuse from premises within City for those Customers who do not receive Backyard Service, by regularly scheduled Bin Service as reasonably agreed to by Contractor and Customer (subject to Article IV of this Refuse Service Agreement), but no less than once a week and, at the rates provided herein;

C. Separation of all Refuse collected by Contractor within City at Contractor's MRF; provided, that Customer shall be required to separate and store, at the same location as the containers used for Backyard Service or Bin Service, whichever is applicable, only Green Waste from other Refuse; provided, that materials which are not able to be processed for inclusion as compost material (*i.e.*, trunks, more than four inches (4") in diameter and four feet (4") in length, or palm fronds) are not to be separated from other Refuse by the Customer;

D. Provision of Street Sweeping Service within City at least once every other week, at times and days approved by the Public Works Director, and transportation and disposal of Refuse collected while providing Street Sweeping Service;

E. Collection, transportation and disposal of all Refuse produced by City at any of City's public facilities; provided, that City shall be required to separate and store, at the same location as the containers used for Refuse only Green Waste from other Refuse;

F. Payment of City's cost for preparation and filing of CIWMA, as amended, reports and waste generation studies and adjustments to base year calculations; provided, that (i) City shall hire a consultant to prepare such reports and studies, (ii) City shall file the reports and (iii) City and Contractor shall reasonably cooperate to determine the content of the reports and studies;

G. Disposal of residual Refuse (that remaining after MRF processing at Contractor's MRF) collected within the City at a landfill or transformation facility permitted by the CIWMB reasonably approved by the Public Works Director and the overall cost for such facility, including fees and transportation costs, shall be no more than the lowest cost incurred to transport and dispose of Refuse at another available CIWMB permitted facility;

H. Provision of free Christmas tree collection for all residential properties, including multi-family dwellings;

I. Provision of one annual dumpster day (on a date reasonably determined by the City Manager) for collection of bulky items, including, but not limited to, all large or difficult to handle objects such as couches, refrigerators, rugs and carpets, water heaters, washing machines and other items, excluding typical or ordinary Refuse items. Contractor shall also provide free pick-up of those items from senior citizens' residences within City, as coordinated by City; provided, that if pick-ups for any annual dumpster day exceed one hundred (100), then City and Contractor shall negotiate a reasonable charge for such excess pick-ups;

J. Provision of community outreach programs to educate Customers about the importance of recycling and proper Hazardous Waste disposal and other waste management issues. These programs shall consist of, but not be limited to, production and printing of flyers, brochures, posters and inserts to be included in City's newsletter, speaking to service clubs and elementary schools, and other educational programs deemed necessary to carry out this program. All printed material shall be reviewed and approved by the Public Works Director prior to distribution;

K. Provision of collection, transportation and disposal of Refuse for City's Fourth of July celebration and ten (10) other special events, such as concerts in the park, farmer's market (provided the market is operated by the City or a non-profit corporation) and other community celebrations; and

L. Provision, at no extra cost to Customer, of collection, transportation and disposal of Green Waste generated by Customer through regular gardening and yard maintenance and minor tree and bush trimming, subject to the two hundred twenty (220) gallon limit.

Notwithstanding any of the forgoing, Contractor shall not be required to remove building materials and other Refuse materials from the construction, alteration, repair, moving or demolition of buildings, in the ordinary course of the Customer's regular Refuse collection. Customer will be required to enter into separate collection arrangements with Contractor for the collection of such materials; provided, that Customers may put out such materials for collection by Contractor if the alteration or repair work is minor in nature and is performed individually by Customer; provided, further, that such materials meet the volume and weight restrictions applicable to regular collection of Refuse.

IV. COLLECTIONS HOURS AND DAYS

The collection of Refuse shall only occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and between the hours of 7:00 a.m. and 12:00 p.m., Saturday. If the regular collection day falls on a legal holiday, then Contractor shall collect the Refuse regularly scheduled for that holiday on the next workday following that holiday. The other Customers regularly scheduled for that next workday may also be postponed until the following workday; provided, that Refuse collection may be postponed in this manner as necessary to accommodate the holiday, but in no event shall more than six (6) consecutive collection days be postponed. Collection earlier than 7:00 a.m. may be authorized upon written approval of the City Manager; provided, that Contractor gives written notice to the affected Customers at least ten (10) days prior to the earlier collection. To the extent reasonably possible, collections on each route shall commence at the same point, at the same time and follow the same route each time collections are made. Contractor shall provide sufficient personnel and equipment to complete within one day the collection of all Refuse placed for collection in any mutually agreed upon collection district within City on the given collection day.

V. COLLECTION AND STREET SWEEPING SERVICE ROUTES AND SCHEDULES

A. The schedule and routes for Refuse collection and Street Sweeping Service shall be subject to reasonable approval of the Public Works Director. Contractor shall prepare and file with the Public Works Director a Refuse collection and Street Sweeping Service schedule, together with a complete map of the Refuse collection and Street Sweeping Service districts within City. The Public Works Director shall indicate thereon in an appropriate and easily understandable manner the days on which Refuse collection and Street Sweeping Service shall be made.

B. The Refuse collection and Street Sweeping Service routes and schedule, when approved by the Public Works Director shall be maintained unless changed, in writing, by the parties.

C. Prior to the start of any new Refuse collection or Street Sweeping Service schedule or route, as approved by the Public Works Director, Contractor shall, at Contractor's own expense, provide a written notice to be included, by City, as an insert with regular billings to notify each affected Customer of the day or days of the week on which Refuse shall be collected or streets swept. The notice shall contain the day or days of the week upon which Refuse collections and Street Sweeping Services will be made, the name, address and telephone number of Contractor, and other information and be provided to each Customer affected unit not less than fourteen (14) days prior to the change of any Refuse collection and Street Sweeping Service schedule. Contractor shall also cause the schedule and route of Refuse collection and Street Sweeping Service to be published twice in a responsible newspaper of local circulation once each week for two (2) successive weeks immediately prior to the change in the Refuse collection and Street Sweeping Service schedule or route in a district. The published schedule and route shall

contain the same information as the written notice outlined above, and shall clearly indicate the precise area involved in the change.

D. Contractor shall conduct same day collection of all Refuse collected pursuant to this Refuse Service Agreement, including Green Waste.

VI. TERM

Subject to the notice provisions contained in this Article, this Refuse Service Agreement shall have a term of eleven (11) years, commencing as of November 6, 2000; provided, however, that on November 6, 2004 and on each November 6, thereafter, the term of this Refuse Service Agreement shall be extended one (1) year, so that the full term of this Refuse Service Agreement shall remain seven (7) years. If either party desires this Refuse Service Agreement to terminate, then that party must give ninety (90) days' written notice of its desire for termination to the other party and termination, pursuant to that notice, shall not be effective until seven (7) years after the date of that notice. (For example: (i) if a party desires to terminate this Refuse Service Agreement, then the earliest date that termination can be effective is November 6, 2011 and to be so effective as of that date, written notice of termination must be given to the other party no sooner or later than November 6, 2004 or (ii) if a party does not give notice to terminate until, for example, February 1, 2005, then that termination could not be effective until February 1, 2012.) Thirty (30) days after receipt of a notice of termination, either party may request to meet and confer regarding the termination and any notice of termination shall not be effective, unless the party which sent the notice of termination meets and confers, in good faith at least twice (or provides opportunities to do so), with the other party after the other party's timely request to do so.

VII. RATES AND BILLING

A. As of the effective date of this Refuse Service Agreement and until June 30, 2002, the rates charged for Backyard and Bin Services shall be as set forth on Exhibit A hereto; provided, that City retains the unilateral right to reduce or increase the AB 939 authorized fee charged by City; and provided, further, that such fee shall be retained in full by City and such receipts shall not be included in the gross receipts calculations for Contractor.

B. Subject to Exhibit B, hereto, Contractor may increase, but shall decrease, those rates for the period July 1, 2002 to June 30, 2003.

C. Subject to Exhibit B, hereto, on each July 1, after 2002, until the termination of this Refuse Service Agreement, Contractor may increase, but shall decrease, the rates for each period of July 1 to June 30.

D. Contractor shall not make or grant any preference or advantage to any Customer or potential customer, nor subject any Customer or potential customer, to prejudice or disadvantage with respect to rates, fees, charges, service, facilities, rules, regulations, or any other respect.

E. Special Services shall be charged only based on the list described in F., below.

F. Contractor shall provide, upon request, a complete list of the rates for the various types of services, including Special Services, provided by Contractor, a statement indicating how to file a complaint and how complaints are resolved, as well as the possibilities of recourse available to Customers, the holiday schedule, and any other information necessary to assist residents as reasonably determined by the City Manager.

G. City shall bill for all Bin Service, Backyard Service and Special Services on a bi-monthly basis, as part of the regular utility bill. It is the responsibility of Contractor to inform City of the level of trash service provided to each Customer so City may accurately bill. On the first business day of each month, City shall remit to Contractor an amount equal to the billing for service rendered during the preceding month, minus the applicable franchise fee provided for in Article VIII. The franchise fee shall be calculated by City and deducted from the total amount of billings and an amount equal to the balance shall then be submitted to Contractor. The payments shall be accompanied by a report providing reasonable documentation and support for the payments.

VIII. FRANCHISE FEE

A. For the entire term of this Refuse Service Agreement, City shall retain, as a franchise fee for this Refuse Service Agreement, nine and four-tenths percent (9.4%) of the gross receipts City collects for Bin Service, Backyard Service and Special Services payments, pursuant to this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee is based.

B. In addition, for processing the Customer's payments, City shall retain three percent (3%) of the gross receipts City collects for Bin Service, Backyard Service and Special Services, pursuant to this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee is based.

C. In addition, on a quarterly basis (within forty-five (45) days after each quarter), Contractor shall remit (or cause the operator of the MRF at which Contractor deposits Refuse collected within City) to City twenty-five percent (25%) of the net revenue generated from sale of Recyclable Materials collected by Contractor within City. For purposes of this Section, net revenue shall mean gross revenue generated from such sale minus any amounts paid to the users of the Recyclable Materials as incentives to divert materials. Contractor shall, on an annual basis, provide to City a report describing the

quantity of Recyclable Materials, the dollar value of those sold and the net revenue paid to City, and explain the reasons, therefor.

IX. OFFICE, INQUIRIES AND COMPLAINTS

A. Contractor shall maintain a local telephone number and maintain telephone listings in the directories of the telephone companies servicing Customers in the name by which the firm is most commonly known.

B. Contractor shall have at all times during the hours between 7:00 a.m. and 5:00 p.m. Monday through Friday and between 7:00 a.m. through 12:00 p.m. Saturday, an employee at Contractor's office to answer inquiries and to receive complaints; provided, that for holidays and special dumpster days Contractor shall have an employee at Contractor's office to answer inquiries and to receive complaints until collection services are completed.

C. Contractor shall maintain a written record of all complaints received, including the name, address, and telephone number of the customer, a description of the complaints, the time the complaint was received, the action taken in response to the complaint, and the time the responsive action was taken. Contractor shall provide City with a copy of the written log of complaints upon request by the City Manager, upon reasonable advance notice.

D. In the event any Customer reports to the City Manager a complaint or claim, for a damaged container, has not been resolved to the Customer's reasonable satisfaction, the City Manager may require Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or action taken to resolve the complaint or claim. If, in the reasonable opinion of the City Manager, Contractor's remedies proposed and action taken are insufficient to resolve adequately the complaint or claim, then the City Manager may require Contractor to carry-out an alternative reasonable remedy process intended to resolve the complaint or claim. The remedies will be carried out at no cost whatsoever to City, unless otherwise specified by the City Manager.

X. CUSTOMER SERVICE PERFORMANCE STANDARDS

A. The Contractor shall not repeatedly allow Customer service calls to be put on hold for longer than two minutes.

B. Contractor shall not repeatedly allow Customer service calls to ring more than ten times.

C. Contractor's Customer service representatives will treat all customers in a friendly and courteous manner.

D. Contractor's Customer service representatives will be fully knowledgeable about this Refuse Service Agreement and the services provided hereunder.

XI. VEHICLES AND EQUIPMENT

A. All trucks and other equipment used to collect, transport or dispose of Refuse or to provide Street Sweeping Service shall at all times be kept clean, in good repair, and well and uniformly painted, to the reasonable satisfaction of the Public Works Director.

B. Each truck shall be constructed and used so that refuse, oil or grease will not blow, fall or leak out of the truck onto the street. All refuse shall be transported by means of vehicles equipped with water-tight bodies fitted with close fitting metal covers. If any refuse is dropped or spilled in collecting, transferring or transporting, it shall be immediately cleaned up. A broom and shovel shall be carried on each truck at all times for this purpose. If Contractor has not cleaned up such droppings or spill within a reasonable time after receipt of notice of same, then all expenses incurred by City in the collection and disposal of any such spilled or dropped refuse shall be paid to City, on demand, by Contractor.

C. Contractor's name and telephone number shall be painted on each side of the body of each truck. The letters shall be in a color contrasting sharply with the color of the truck, and shall not be less than six inches in height and four inches in width.

D. Upon the City Manager's request, Contractor shall submit to City a copy of the most recent CHP B.I.T. report within ten (10) working days after Contractor has received such report.

E. Each vehicle of three or more axles used for collecting, hauling or disposing of residential and commercial refuse in the City shall be maintained in compliance with the Motor Carrier Safety Regulations set forth in Title 13 of the California Administrative Code, as amended, (Motor Vehicles).

F. The Chief of Police, Public Works Director or City Manager may authorize the removal of any vehicle from service if said vehicle is found to be in noncompliance with the California Vehicle Code. Vehicles shall not be returned to service until duly authorized by the Chief of Police or the Public Works Director.

G. Each vehicle used for collecting, hauling or disposing of refuse shall be equipped with an audible warning device that is activated when the vehicle is backing up.

XII. CONTAINERS

A. All Refuse containers shall be placed upright. Containers shall not be placed or thrown on streets, alleys, highways or adjoining property.

B. Contractor and Contractor's agents or employees shall not cause Refuse containers to be thrown from the truck to the pavement or parkway, or in any other way break or damage or roughly handle the same.

C. Any claim for damage to Backyard Service containers, resulting from misuse or rough handling of the containers by Contractor, shall be presented to Contractor by Customer. Contractor shall make a decision concerning settlement within five (5) business days after receipt of such claim.

XIII. TITLE TO REFUSE

Title to Refuse collected by Contractor shall pass to Contractor at the time Contractor takes physical possession of the Refuse and such title shall pass to the owner/operator of the disposal site where such refuse is deposited.

XIV. LICENSES, MEMBERSHIP AND INSURANCE

A. Contractor shall obtain and keep current all required Federal, State and County solid waste hauler permits and licenses.

B. Contractor shall maintain a valid City business license.

C. Contractor must maintain an active Chamber of Commerce membership.

D. Contractor shall, at all times during the term of this Refuse Service Agreement, obtain, and maintain in full force and effect, at its own expense, a valid and unexpired policy of public liability and property damage insurance and comprehensive automobile liability, including coverage of City, its officers, boards, commissioners, agents and employees, as additional insureds, with a California licensed company rated A- or better, protecting City and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of Contractor under this Refuse Service Agreement with a minimum of not less than Ten Million Dollars ($10,000,000); provided, that, at Contractor's sole discretion such coverage may be provided through a commercial umbrella liability policy with the same terms, definitions, conditions and exclusions as the underlying comprehensive general liability policy of at least Two Million Dollars ($2,000,000) and comprehensive auto liability policy of at least One Million Dollars ($1,000,000) and with no broader coverage than the underlying policies. Such policies shall be endorsed as set forth in Exhibit C. Failure to file or maintain the policy(ies) of insurance shall be deemed a breach of the Agreement, and shall be grounds for termination of this Refuse Service Agreement by City if the policy is not provided

within thirty (30) days after notice from City to Contractor of Contractor's failure to comply with this subsection.

E. Contractor shall at all times keep fully insured, at Contractor's own expense, all persons employed by Contractor in connection with the performance of this Agreement as required by the provisions of the Labor Code of the State of California relating to Workers' Compensation Insurance and shall defend, indemnify and hold harmless, City from all liability arising by reason of injuries of any employee of Contractor incurred in the course of employment hereunder.

XV. INDEMNIFICATION

A. In consideration of the terms and provisions of this Refuse Service Agreement, Contractor hereby agrees to, and hereby does relieve, release, indemnify, defend, hold harmless and forever discharge City and its officers, agents, employees, servants, insurers, successors, heirs and each of them ("Indemnitees"), from any and all claims, rights, debts, liabilities, demands, obligations, liens, promises, acts, agreements, costs and expenses (including but not limited to, attorneys' fees and costs), damages, actions and causes of action (collectively, "Claim") arising from Contractor's services pursuant to this Refuse Service Agreement, excluding only such matters which arise from City's sole negligence or willful acts or omissions; provided, that Indemnitees shall be defended, indemnified and held harmless from any Claims related to Hazardous Waste or federal or state environmental laws, rules or regulations, exclusively, pursuant to subsections B. and C., below.

B. In addition, Contractor shall indemnify, defend and hold harmless Indemnitees from and against any and all claims, fines, rights, debts, liabilities, demands, obligations, liens, promises, acts, agreements, costs and expenses (including but not limited to, attorneys' fees and costs), damages, actions and causes of action and administrative proceedings arising from the handling of Hazardous Waste from the time it is collected by Contractor until the time it is validly deposited by Contractor at an appropriate disposal site. The parties acknowledge and agree this subsection may be affected by subsection (e) of § 9607 of CERCLA and § 25364 of the California Health and Safety Code

C. In addition, Contractor shall indemnify, defend and hold harmless City from and against any and all fines imposed by CIWMB arising from City's failure to meet landfill diversion requirements of AB 939, or substantially similar legislative enactments by the State of California, which do not mandate landfill diversion of more than fifty percent (50%) from the base year. Contractor agrees this subsection applies to the entire waste stream for which City is accountable by the CIWMB and not just that portion of that waste stream processed by Contractor, pursuant to this Agreement. In the event CIWMB provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor shall be responsible for engaging consultants and or attorneys (chosen with City's reasonable consensus) to represent City. Contractor shall also be

responsible for the retention of and payment to any consultants engaged to perform waste diversion studies. Any funds expended by Contractor, pursuant to this subsection, for fines and expenses (including consultant fees, attorneys' fees and costs) shall not be passed on to Customers as part of a rate increase or otherwise.

XVI. TERMINATION

A. Subject to Section B., below, in addition to any other remedy herein provided, or provided by law, City may terminate this Refuse Service Agreement if Contractor is in material breach of any term or provision hereof; provided, that before such right of termination may be exercised by City, City shall give to Contractor written notice of such breach, specifying the particulars in which Contractor is in breach, and if such breach is cured within a thirty (30) days, or if a breach which cannot be reasonably cured within thirty (30) days, then commenced to be cured within thirty (30) days and such cure is diligently pursued and completed within one hundred twenty (120) days after such written notice, this Refuse Service Agreement may not be terminated by City.

B. Acts of God, nature or persons (other than Contractor and Contractor's officers, employees, agents, representatives, affiliates or subsidiary or parent entities) or combinations, thereof, over which Contractor has no reasonable control ("Separate Acts") will extend the time periods set forth in Section A. above, but only for the express time of the delay caused by the Separate Acts. Contractor is responsible to show evidence of the Separate Acts to benefit from this Section B.

C. If this Refuse Service Agreement is terminated for any reason, then all accounts receivable and records, including route records, shall immediately become the property of City; provided, that any payments received for billings made for services satisfactorily provided by Contractor prior to the date of termination shall be paid to Contractor pursuant to sections VII and VIII of this Agreement.

XVII. REPORTS REQUIRED

A. Contractor shall provide the City Manager, at the times and in a form reasonably prescribed by the City Manager, reports with respect to Contractor's operations as may be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of City in connection with this Refuse Service Agreement.

B. Such reports shall include the following, which shall be submitted to the City Manager no later than sixty (60) days following City Manager's request for same:

1. A current list of all vehicles used for collecting, hauling or disposing of residential and commercial refuse in City including the make, type, year, license number, identification number and ownership.

2. The names, titles and addresses of the officers and directors of the firm.

3. The names and titles of all employees used in providing refuse service for City.

4. A description of all cases of property damage and personal injury that have occurred while providing services for City pursuant to this Agreement in the immediate past calendar year.

5. A copy or description of all traffic citations received while providing services for City pursuant to this Agreement in the immediate past calendar year.

C. Within forty-five (45) days after the end of each City quarter and fiscal year, Contractor shall provide City with a written report which shall include:

1. Total tonnage of Refuse collected within City during the previous quarter.

2. Total tonnage breakdown of Recyclable Materials and Green Waste collected within City limits during the previous quarter.

XVIII. EQUAL OPPORTUNITY EMPLOYMENT

In providing refuse service for City, Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or sexual orientation. Contractor shall take affirmative action to ensure such non-discrimination. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor shall, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that qualified applications will receive consideration for employment without regard to race, creed, color, national origin, sex or sexual orientation.

XIX. EMPLOYEES FINGERPRINTED

Subject to written notice by City, Contractor may be required to submit to the Chief of Police, for fingerprinting, all employees involved in collecting, hauling or disposal of refuse, subject to any conditions imposed by Contractor's Labor Agreement.

XX. NON-ASSIGNABILITY

A. This Agreement shall not be sublet or assigned, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold or transferred, either in whole or in part, nor shall title thereof, either legal or equitable, or any right, interest or property therein, pass to or vest in any person through the sale of stock or otherwise, except Contractor, nor shall any change of control or ownership of Contractor occur, either by act of Contractor or by operation of the law ("Transfer"), without the prior

written consent of City; provided, that City consent of an intra-family Transfer is not required, as long as City is notified in writing within thirty (30) days after that Transfer. For the purposes of this Section, Transfer will exist upon sale or hypothecation of more than fifty percent (50%) of Contractor's ownership, stock, or other control. The granting of consent for a Transfer by City shall not be unreasonably withheld.

B. Contractor shall promptly notify City of any proposed Transfer. Any Transfer shall make the Agreement null and void unless and until the City shall have consented, thereto, or shall be immediate grounds for termination, pursuant to Article XVI. For the purpose of determining whether it will consent to any Transfer, City may inquire onto the qualifications of the prospective controlling party, and Contractor shall assist City in any such inquiry. City may condition the Transfer upon reasonable terms and conditions City deems appropriate.

C. Contractor, at least sixty (60) days prior to any Transfer, shall file with City a copy of the deed, agreement, mortgage, lease or other written instrument evidencing the Transfer, certified and sworn to as correct by Contractor.

D. Every Transfer, whether voluntary or involuntary, shall be deemed void and of no effect unless Contractor shall have filed such certified copy as is required and City has given written approval.

E. Subject to Article XVI, failure to obtain the approval of City, as required by this Article, shall entitle City to terminate this Refuse Service Agreement.

XXI. RIGHTS RESERVED TO CITY AND CONTRACTOR

A. At all reasonable times, Contractor shall permit City's authorized representatives to examine all property of Contractor, and to examine and transcribe any and all records kept or maintained by Contractor under Contractor's control which pertain to this Refuse Service Agreement. At all reasonable times, City shall permit Contractor's authorized representatives to examine all property of City, and to examine and transcribe any and all records kept or maintained by City under City's control which pertain to this Refuse Service Agreement.

B. Neither this Refuse Service Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of City.

XXII. MISCELLANEOUS

A. The Contractor shall comply with all applicable laws of the City, County, State and Federal Governments.

B. The provisions of the SPMC relating to collection and disposal are hereby incorporated into and made a part of this Refuse Service Agreement, and whenever the provisions of the SPMC conflict with the terms of this Refuse Service Agreement, the terms of the SPMC shall supersede the provisions of this Refuse Service Agreement. If a change in the SPMC results in a demonstrable operating cost increase, Contractor may seek recovery of those costs.

C. Time shall be of the essence of this Refuse Service Agreement. Contractor shall not be relieved of the obligation to comply promptly with any of the provisions of this Refuse Service Agreement by any failure of City to enforce prompt compliance.

D. Unless a party notifies, in writing, the other party of a change in address, any notice required to be given under this Refuse Service Agreement shall be given by placing such notice in the United States mail, postage prepaid, addressed as noted below:

To City:

City of South Pasadena
1414 Mission Street
South Pasadena, California 91030
Attention: Sean Joyce, City Manager

Copy to:

Kane, Ballmer & Berkman
515 S. Figueroa Street, Suite 1850
Los Angeles, California 90071-3301
Attention: Joseph W. Pannone, City Attorney

To Contractor:

Athens Services
P.O. Box 60009
City of Industry, California 91715-0009
Attention: Dennis Chiappetta, Chief Operating Officer

E. This Refuse Service Agreement shall be binding on, and accrue to, the benefit of the heirs, executors, assigns and successors in interest of the parties hereto.

F. Any waiver by either party of any breach of this Refuse Service Agreement shall not be construed as a waiver of any other prior or subsequent breach. Failure of either party to require full and complete compliance with any term of this Refuse Service Agreement shall not be construed as any change to the provision hereof or as an estoppel to enforce any provision hereof.

G. No amendment to this Refuse Service Agreement may be made, except in writing and as approved by Contractor and the City Council.

H. If any section, subsection, sentence, clause or phrase of this Refuse Service Agreement is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

I. This Refuse Service Agreement may be signed in counterparts and all the counterparts taken together shall be deemed to constitute one and the same instrument.

XXIII. EFFECTIVE DATE

This Refuse Service Agreement is effective and operative as of November 6, 2000 and as of that date shall supersede all prior agreements heretofore executed by and between the parties concerning any portion of the subject matter hereof, and shall operate as a discharge of all obligations incurred by either party under any agreements thus superseded.

CITY OF SOUTH PASADENA

Date: Feb. 7, 2001

Dorothy M. Cohen, Mayor

APPROVED AS TO FORM:

Joseph W. Pannone,
City Attorney

[Signatures continued on page 19]

[Signatures continued from page 18]

ARAKELIAN ENTERPRISES, INC., a California corporation (dba Athens Services)

Date: 2/6, 2001 By: _____

Its: Pres.

Date: _____, 2001 By: _____

Its: V.P.

Athens\agreement6

CITY OF SOUTH PASADENA
RATE ADJUSTMENT
EFFECTIVE JULY 2000

EXHIBIT A

	APRIL 1999 CPI	166.60
	APRIL 2000 CPI	170.60
	INCREASE	2.40%
RESIDENTIAL:	PRIOR LANDFILL FEE	27.13
	NEW LANDFILL FEE	27.13
	INCREASE	0.00%
COMMERCIAL:	PRIOR MRF LANDFILL FEE	44.71
	NEW MRF LANDFILL FEE	45.46
	INCREASE	1.68%

SERVICE	CURRENT DISPOSAL COMPONENT	TIPPING ADJMENT	NEW DISPOSAL COMPONENT	CURRENT OPERATIONS COMPONENT	2.40% CPI ADJMENT	NEW OPERATIONS COMPONENT	NEW NET RATE	LESS 3% BILLING	NEW GROSS RATE	2.22 @ 2.40% RECYCLE RATE	CUSTOMER RATE
STANDARD	4.18	0.00	4.18	17.29	0.42	17.71	21.89	21.23	24.24	2.27	26.51
YARD WASTE				2.41	0.06	2.47	2.47	2.47	2.47	N/A	2.47
MULTI UNITS 1X											
2	5.48	0.09	5.57	27.62	0.66	28.28	33.85	32.83	37.48	2.27	39.75
3	6.69	0.11	6.80	33.56	0.81	34.37	41.17	39.93	45.58	2.27	47.85
4	7.89	0.13	8.02	39.49	0.95	40.44	48.46	47.01	53.66	2.27	55.93
5	9.07	0.15	9.22	45.36	1.09	46.45	55.67	54.00	61.64	2.27	63.91
6	9.84	0.17	10.01	49.36	1.19	50.55	60.56	58.74	67.05	2.27	69.32
7	10.53	0.18	10.71	52.64	1.26	53.90	64.61	62.67	71.54	2.27	73.81
8	11.14	0.19	11.33	55.95	1.34	57.29	68.62	66.56	75.98	2.27	78.25
9	11.82	0.20	12.02	59.27	1.42	60.69	72.71	70.53	80.51	2.27	82.78
10	12.47	0.21	12.68	62.56	1.50	64.06	76.74	74.44	84.98	2.27	87.25
11	13.14	0.22	13.36	65.88	1.58	67.46	80.82	78.40	89.50	2.27	91.77
12	13.78	0.23	14.01	69.16	1.66	70.82	84.83	82.29	93.94	2.27	96.21
MULTI UNITS 2X											
2	16.53	0.28	16.81	82.90	1.99	84.89	101.70	98.65	112.61	2.27	114.88
3	17.26	0.29	17.55	86.61	2.08	88.69	106.24	103.05	117.64	2.27	119.91
4	17.99	0.30	18.29	90.30	2.17	92.47	110.76	107.44	122.65	2.27	124.92
5	18.74	0.31	19.05	94.00	2.26	96.26	115.31	111.85	127.68	2.27	129.95
6	19.48	0.33	19.81	97.69	2.35	100.04	119.85	116.25	132.71	2.27	134.98
7	20.23	0.34	20.57	101.38	2.43	103.81	124.38	120.65	137.73	2.27	140.00
8	20.93	0.35	21.28	105.08	2.52	107.60	128.88	125.01	142.71	2.27	144.98
1/4 ADD PER UNIT											
1X	1.12	0.02	1.14	5.58	0.13	5.71	6.85	6.64	7.58	N/A	7.58
2X	1.68	0.03	1.71	8.36	0.20	8.56	10.27	9.96	11.37	N/A	11.37
3X	2.21	0.04	2.25	11.16	0.27	11.43	13.68	13.27	15.15	N/A	15.15
4X	2.74	0.05	2.79	13.96	0.34	14.30	17.09	16.58	18.93	N/A	18.93
BIN RENTAL											
3 YARD	3.94	0.07	4.01	19.72	0.47	20.19	24.20	23.47	26.79	N/A	26.79
1.5 YARD	1.94	0.03	1.97	9.86	0.24	10.10	12.07	11.71	13.37	N/A	13.37
COMMERCIAL 3YD											
1X	24.23	0.41	24.64	62.51	1.50	64.01	88.65	85.99	98.16	2.27	100.43
2X	48.46	0.81	49.27	73.91	1.77	75.68	124.95	121.20	138.36	2.27	140.63
3X	72.70	1.22	73.92	85.24	2.05	87.29	161.21	156.37	178.50	2.27	180.77
4X	96.93	1.63	98.56	101.69	2.44	104.13	202.69	196.61	224.44	2.27	226.71
5X	121.16	2.03	123.19	120.76	2.90	123.66	246.85	239.44	273.33	2.27	275.60
6X	145.40	2.44	147.84	132.17	3.17	135.34	283.18	274.68	313.56	2.27	315.83
COMMERCIAL 1.5YD											
1X	12.11	0.20	12.31	41.49	1.00	42.49	54.80	53.16	60.68	2.27	62.95
2X	24.20	0.41	24.61	75.30	1.81	77.11	101.72	98.67	112.64	2.27	114.91
3X	36.32	0.61	36.93	93.79	2.25	96.04	132.97	128.98	147.24	2.27	149.51
4X	48.43	0.81	49.24	112.24	2.69	114.93	164.17	159.24	181.78	2.27	184.05
5X	60.55	1.02	61.57	130.73	3.14	133.87	195.44	189.58	216.42	2.27	218.69
6X	72.64	1.22	73.86	149.21	3.58	152.79	226.65	219.85	250.97	2.27	253.24
MINIMUM COMMERCIAL	5.45	0.09	5.54	27.71	0.67	28.38	33.92	32.90	37.56	2.27	39.83

13580

724

EXHIBIT B

RATE INCREASE FORMULA

Each of the rates provided by this Agreement consists of an Operations Component and a Disposal Component.

The Operations Component includes the costs of collection of all Refuse, including Recyclable Materials and Green Waste for all customers described in SECTION III according to the terms set forth in this Agreement. Also included in the Operations Component are the costs to haul all Refuse, including Recyclable Materials, to the MRF and to haul all Green Waste to a disposal site.

The Disposal Component shall be based on the per ton costs incurred by Contractor for disposal and processing of all Refuse, including Recyclable Materials at the Contractor's MRF (which costs are defined on a per ton basis as the 'MRF Gate Fee") and for its disposal of Green Waste at a disposal site.

Rate Adjustment Formula

The Operations Component is to be adjusted in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index ("CPI") for the immediately previous twelve month period (May through April) for All Urban Consumers in the Los Angeles/Anaheim/Riverside area, or an equivalent index approved by mutual agreement in the event the CPI as described above is no longer published.

The Disposal Component is to be adjusted in proportion to the increase or decrease in disposal costs as determined by the percentage change in the MRF Gate Fee or the tipping fee for Green Waste. Contractor agrees it will not be entitled to any increase in the Disposal Cost Component due to an increase in the MRF Gate Fee other than due to the occurrence of one or more of the following, (1) an adjustment in the non-disposal portion of the MRF Gate Fee directly proportional to the percentage change in the CPI, as described above, and (2) an increase in the tipping fee for residue from the MRF at disposal sites used by Contractor location which complies with III. G.

Special Rate Adjustment

In the event circumstances beyond the control of Contractor impose or generate extraordinary costs in the performance of the Agreement, Contractor may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Contractor. For each request, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate of extraordinary costs. City shall review Contractor's request and, in City's sole judgment, make the final determination on the adjustment, provided, however, that approval of such request not be unreasonably withheld.

EXHIBIT C

SPECIAL INSURANCE ENDORSEMENT - CITY OF SOUTH PASADENA

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter thereto, or made a part thereof, it is agreed that the policy shall and does:

1. Include the City of South Pasadena (the "City") and its officers and employees as additional insureds in the policies described on the attached Certificate of Insurance as they may be held liable for injuries, death or damage to property arising out of or in connection with the contract, executed by the named insured and the City. It is further agreed, this policy shall be primary and noncontributing with any other insurance or self insurance program available to the City and includes a severability of interest clause; and

2. Provide that the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds; and

3. Provide that the additional insureds named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof; and

4. Provide that the additional insureds named herein shall not by any reason of being so named be considered a Member of any mutual insurance company for any purpose whatsoever; and

5. Provide that the provisions of the policy shall not be changed, canceled or otherwise terminated as to the interest of the additional insureds named herein without first giving thirty (30) days written notice thereof to the City Attorney of the City by certified mail, return receipt request, and addressed as follows:

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

This endorsement is effective _____, 20__ when signed below by an Authorized Representative of _____ and when issued to Agency shall be valid and form part of Policy(ies) No. _____ insuring _____ expiring on _____, and shall be in the same amount for the same coverage as the Policy(ies) to which is attached.

_____
Insurer

By: _____

_____
Name and Title
(Or Name Of Agent Or Broker)

_____

_____
Address

By: _____
Signature Of Authorized Representative

(If signed by other than insurer, proof of authority to bind insurer must accompany this form.)

spec end2.doc

ATTACHMENT 3
CalRecycle Corrective Action Plan

STATE OF CALIFORNIA

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

CORRECTIVE ACTION PLAN AND COMPLAINT FOR PENALTY
1476.SLCP.CAP.2023.3

Before:	The State of California Department of Resources Recycling and Recovery 1001 I Street Sacramento, CA 95814
In the Matter of:	City of South Pasadena 1414 Mission Street South Pasadena, CA 91030

BACKGROUND AND PURPOSE

1. The California Department of Resources Recycling and Recovery is hereinafter referred to as "CalRecycle."

1.1 CalRecycle, in consultation with the California Air Resources Board, adopted regulatory requirements, consistent with the mandate of Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016), that are designed to achieve the organic waste reduction goals established in section 39730.6 of the Health and Safety Code through a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025. The purpose of these reductions is to further the statewide effort to reduce emissions of short-lived climate pollutants (SLCP), including methane. These SLCP regulations are referred to hereinafter as the “Regulations” and can be found at Title 14 California Code of Regulations (CCR) sections 18981.1 through 18998.4. Cities, counties, and special districts are responsible for implementing these Regulations in their communities starting January 1, 2022.

1.2 The City of South Pasadena is hereinafter referred to as "Jurisdiction." Jurisdiction is required to comply with the Regulations.

1.3 Jurisdiction is or expects to be facing continuing violations of the Regulations commencing during the 2022 calendar year, which could result in significant administrative civil penalties under the Regulations.

1.4 Senate Bill 619 (Laird, Chapter 508, Statutes of 2021), through amendments to section 42652.5 of the Public Resources Code (PRC), created a mechanism called

a Notification of Intent to Comply through which a local jurisdiction may secure administrative civil penalty relief from any continuing violations of the Regulations for the 2022 calendar year and may be eligible for a broader and longer-term regulatory compliance path, including suspended administrative civil penalties, through a Corrective Action Plan.

1.5 Under PRC section 42652.5(e), the Notification of Intent to Comply must include a description of proposed actions to remedy the violations, as well as a proposed schedule for those actions, that the Jurisdiction commits to undertake to remedy the violations.

1.6 The Notification of Intent to Comply is hereinafter referred to as “Notification.”

1.7 For violations taking more than 180 days to correct, PRC section 42652.2 allows CalRecycle to determine, in its sole discretion, that violations identified in a Notification may be addressed through a Corrective Action Plan issued pursuant to 14 CCR section 18996.2.

1.8 The Corrective Action Plan is hereinafter referred to as "CAP.”

1.9 For violations disclosed in the Notification approved by CalRecycle as meeting the requirements of PRC section 42652.5(e), CalRecycle shall waive administrative civil penalties during the 2022 calendar year if the Jurisdiction implements the proposed actions according to the approved Notification’s schedule of actions and, as applicable, approved CAP schedule of actions.

1.10 For violations disclosed in the Notification that commence during the 2022 calendar year and continue into the 2023 calendar year, administrative civil penalties may begin accruing as of January 1, 2023. SB 619 provides administrative civil penalties accruing on and after January 1, 2023, shall be waived upon complete compliance with an approved CAP schedule of action.

DETERMINATION OF VIOLATIONS

2. As authorized by PRC section 42652.5(c), the Jurisdiction notified CalRecycle of its ongoing or anticipated violations of the Regulations and the PRC through a Notification submitted March 1, 2022.

2.1 CalRecycle reviewed the Jurisdiction's Notification, its description of the Jurisdiction’s disclosed violations of the Regulations, and proposed actions and schedule for those actions to remedy those violations for compliance with PRC section 42652.5(e). CalRecycle approved the Notification’s proposed actions and schedule of actions, as modified by this CAP.

2.2 The Jurisdiction's Notification identified the following violations of the Regulations as follows:

2.2.1 The Jurisdiction is and has been in violation of 14 CCR section 18984.2 in that since January 1, 2022, the Jurisdiction has not provided two-container organic waste collection service to all residential and commercial generators and/or has not included food scrap collection service in the two-container collection system provided to all residential and commercial generators.

2.2.2 The Jurisdiction is and has been in violation of 14 CCR section 18984.7 in that since January 1, 2022, the Jurisdiction has not distributed new containers meeting the container color requirements.

2.2.3 The Jurisdiction is and has been in violation of 14 CCR section 18984.8 in that since January 1, 2022, the Jurisdiction has not distributed new containers with proper container labeling.

2.2.4 The Jurisdiction is and has been in violation of 14 CCR section 18984.11 in that since January 1, 2022, the Jurisdiction has not verified each waived generator is eligible for a waiver.

2.2.5 The Jurisdiction is and has been in violation of 14 CCR section 18985.1 in that since February 1, 2022, the Jurisdiction has not provided education and outreach to organic waste generators that are provided an organic waste collection service, including self-haulers, or the information provided did not comply with the requirements.

2.2.6 The Jurisdiction is and has been in violation of 14 CCR section 18985.1 in that since February 1, 2022, the Jurisdiction has not translated educational materials into any non-English language spoken by a substantial number of the public provided organic waste collection services by the Jurisdiction.

2.2.7 The Jurisdiction is and has been in violation of 14 CCR section 18993.1 in that since January 1, 2022, the Jurisdiction has not procured recovered organic waste products to meet or exceed its current annual recovered organic waste product procurement target.

2.2.8 The Jurisdiction is and has been in violation of 14 CCR section 18993.2 in that since January 1, 2022, the Jurisdiction has not included all documents supporting its compliance with Article 12 of the Regulations in the implementation record required by section 18995.2.

2.2.9 The Jurisdiction is and has been in violation of 14 CCR section 18993.3 in that since January 1, 2022, the Jurisdiction has not procured paper products, and printing and writing paper, consistent with the requirements of sections 22150-22154 of the Public Contract Code.

2.2.10 The Jurisdiction is and has been in violation of 14 CCR section 18993.3 in that since January 1, 2022, the Jurisdiction has not required all businesses from whom it purchases paper products and printing and writing paper to comply with the requirements of that section.

2.2.11 The Jurisdiction is and has been in violation of 14 CCR section 18993.4 in that since January 1, 2022, the Jurisdiction has not included all documents supporting its compliance with Article 12 of the Regulations in the implementation record required by section 18995.2.

2.3 CalRecycle accepted the Jurisdiction's self-reported Notification and characterization of its violations therein. CalRecycle has not undertaken a compliance review of Jurisdiction, and thus CalRecycle's approval of the Notification or this CAP should not be taken as an indication that Jurisdiction is in full compliance with Regulations in other respects. CalRecycle will be undertaking a compliance review of all jurisdictions in the future.

SCHEDULE FOR COMPLIANCE

3. Based on the foregoing DETERMINATION OF VIOLATIONS, CalRecycle finds that:
   a. The Jurisdiction worked with CalRecycle to develop this CAP, which includes schedule of actions necessary for the Jurisdiction to achieve address the violations disclosed in the Notification and described in Section 2 (Determination of Violations) above.
   b. CalRecycle hereby approves and issues this CAP pursuant to PRC section 42652.5(c)-(e) and Title 14 CCR section 18996.2.
   c. The Jurisdiction will fully implement the programs identified in this CAP by the dates provided in the Section 3.2 below.
   d. CalRecycle will monitor the Jurisdiction's continued implementation of the programs identified in the CAP from March 29, 2023 through March 1, 2024 ("the oversight period") to assure implementation is complete and timely. The oversight period may be extended at the discretion of CalRecycle if any extensions to the Schedule are granted as described below in Sections 4.4 and 4.5.
   e. During the oversight period, the Jurisdiction will submit status reports to CalRecycle and attend status meetings with CalRecycle to demonstrate the ongoing progress the Jurisdiction is making on remedying the violations described above.
   f. During the oversight period, the Jurisdiction will provide bimonthly status reports to CalRecycle:

      Report Cycle
      Report 1: May 31, 2023, covering March 1, 2023 – April 30, 2023
      Report 3: July 31, 2023, covering May 1, 2023 – June 30, 2023
      Report 4: September 30, 2023, covering July 1, 2023 – August 31, 2023
      Report 5: November 30, 2023, covering September 1, 2023 – October 31, 2023
      Report 6: January 31, 2024, covering November 1, 2023 – December 31, 2023

g. The status reports are to be used to document the status and work completed for each of the identified tasks in the CAP. For each task in the CAP, the Jurisdiction will explain the status of the task, specifying what actions have been taken to complete the task.
h. If the work has been delayed or has not been completed, the Jurisdiction will explain the reason(s) for the delay/incompletion. The Jurisdiction will also attach any previously submitted extension requests made pursuant to section 4.4 of this CAP and any extensions granted pursuant to section 4.5 of this CAP, using additional sheets as necessary for the report. CalRecycle may consider the explanation in deciding whether to allow the Jurisdiction to continue to operate under the Notification and CAP or to revoke approval of the Notification and CAP pursuant to PRC section 42652.5(d).
i. During the oversight period, the Jurisdiction will meet with CalRecycle telephonically or via other remote electronic means (such as Teams or Zoom) bimonthly to provide interim progress updates on the following schedule:

   Meeting Cycle
   Meeting 1: During April 2023
   Meeting 2: During June 2023
   Meeting 3: During August 2023
   Meeting 4: During October 2023
   Meeting 5: During December 2023
   Meeting 6: During February 2024

j. The status meetings are to be used to discuss the most recent status report and to discuss interim progress made by the Jurisdiction on each of the identified tasks in the CAP.
k. Prior to the close of the oversight period, CalRecycle may undertake a compliance review or field visit to supplement other status reporting.
l. At any time prior to the conclusion of the oversight period, if CalRecycle determines the Jurisdiction has failed to implement the programs identified in the Notification and CAP, has failed to participate in status reporting during the oversight period, has substantially misrepresented its progress in status reporting, or has substantially failed to make interim progress on Tasks set out in Section 3.2 for four consecutive reporting periods, CalRecycle may immediately issue a notice revoking its approval of the Notification and CAP and indicating its intent to impose penalties as provided in PRC section 42652.5. Title 14 CCR sections 18997.3, 18997.5, and 18997.6 and PRC section 42652.5 governs the process and considerations CalRecycle will utilize in calculating and assessing administrative civil penalties against the Jurisdiction, which may be up to $10,000 per day per violation.

3.1 Based on the foregoing DETERMINATION OF VIOLATIONS, it is hereby ordered that the Jurisdiction will implement the actions described below in accordance with

the compliance deadlines contained in the schedule of actions to remedy violations as set forth in Section 3.2 below.

3.2 Schedule and Program of Actions

Section 18984.2 Two-Container Organic Waste Collection Services
The Jurisdiction will provide two-container collection service to all residential and commercial generators.

Task #	Description	Target Completion Date
TASK 1	The Jurisdiction will amend its franchise agreement with its organic waste collection service provider.	3/1/2024
TASK 2	The Jurisdiction will provide two-container waste collection service to all residential and commercial customers that are not subject to an exemption or waiver from such service under 14 CCR sections 18984.11, 18984.12, or other provision of the Regulations, or are not an authorized self-hauler subject to the Jurisdiction's ordinance requiring compliance with the requirements of section 18988.3. In implementing this container system, the Jurisdiction will ensure materials are sorted into the containers properly by generators.	3/1/2024

Section 18984.7 Container Color Requirements
The Jurisdiction will distribute new containers meeting the container color requirements.

Task #	Description	Target Completion Date
TASK 3	The Jurisdiction will identify compliant containers and funding to purchase the containers.	3/1/2024
TASK 4	Since new containers need to be purchased, the Jurisdiction will require and verify the hauler will provide containers for collection services to generators that comply with the container color requirements specified in Article 3 of the Regulations.	3/1/2024
Task 5	The Jurisdiction will deploy containers to all residential and commercial generators.	3/1/2024

Section 18984.8 Container Labeling Requirements
The Jurisdiction will distribute new containers with proper container labeling.

Task #	Description	Target Completion Date

TASK 6	The Jurisdiction will develop labeling or use model labeling provided by CalRecycle for use on containers. 1. Labels on containers must include language or graphic images or both indicating the primary materials accepted and the primary materials prohibited in that container, OR 2. Containers must include imprinted text or graphic images indicating the primary materials accepted and the primary materials prohibited in that container.	3/1/2024
TASK 7	The Jurisdiction will require and verify the hauler will label each new container or lid provided to generators. • Labels will be consistent with the applicable container collection requirements specifying what materials are allowed to be placed in each container.	3/1/2024

Section 18984.11 Waivers
The Jurisdiction will verify each waived generator is eligible for a waiver.

Task #	Description	Target Completion Date
TASK 8	The Jurisdiction will update requirements for waiver eligibility.	9/1/2023
TASK 9	The Jurisdiction will establish a procedure for verifying eligibility for waivers and granting waivers.	1/1/2024
TASK 10	The Jurisdiction will grant waivers and begin recordkeeping.	3/1/2024

Section 18985.1 Organic Waste Recovery Education and Outreach
The Jurisdiction will provide organic waste recovery education and outreach to residential and commercial generators.

Task #	Description	Target Completion Date
TASK 11	The Jurisdiction will contract with a designee to implement education and outreach requirements.	3/1/2024
TASK 12	The Jurisdiction will provide organic waste recovery education and outreach to residential and commercial generators. • Information on the organic waste generator's requirements to properly separate materials in appropriate containers pursuant to Chapter 12 of the Regulations.	3/1/2024

	• Information on methods for: the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, and any other local requirements regarding organic waste. • Information regarding the methane reduction benefits of reducing the landfill disposal of organic waste, and the methods of organic waste recovery the organic waste collection service uses. • Information regarding how to recover organic waste and a list of approved haulers. • Information related to the public health and safety and environmental impacts associated with the landfill disposal of organic waste. • Information regarding programs for the donation of edible food. • If a jurisdiction allows generators subject to its authority to self-haul organic waste pursuant to Section 18988.1, information regarding self-hauling requirements will be included in education and outreach material.	
TASK 13	The Jurisdiction will post the education information on its website and update as needed. The information will be specific to the Jurisdiction's residential and commercial programs, provide compliance options, contact information for the franchise hauler, edible food recovery programs.	3/1/2024
TASK 14	The Jurisdiction will require and verify the hauler will post and maintain organic waste recovery information and edible food donation program information on its website.	3/1/2024
TASK 15	The Jurisdiction will send letters to covered residential and commercial generators providing organic waste recovery information.	3/1/2024
TASK 16	The Jurisdiction will mail a program flyer/brochure/letter to all residential and commercial generators to provide education on organics and explain the Jurisdiction’s program including types of organic materials accepted and the franchise hauler’s contact information.	3/1/2024
TASK 17	The Jurisdiction will conduct community meetings with residential generators.	3/1/2024
TASK 18	The Jurisdiction will host workshops with commercial generators, targeting the following organizations: Homeowner Associations and Chamber of Commerce.	3/1/2024

TASK 19	The Jurisdiction will provide outreach and education to organic waste generators that are provided organic waste collection services or self-haul within the Jurisdiction, that are not subject to an exemption or waiver from such service under 14 CCR sections 18984.11 and 18984.12 (a) and (c). (Note: A jurisdiction may still have a separate obligation under the Mandatory Commercial Recycling (MCR) and Mandatory Organics Recycling (MORe) laws—Public Resources Code (PRC) Sections 42649.3 (d) and 42649.82 (d)(1)(C)—that is separate and independent of SB 1383, the SB 1383 Regulations, and this plan.)	3/1/2024

The Jurisdiction will translate educational materials into any non-English language spoken by a substantial number of the public with organic waste collection services provided by the Jurisdiction.

Task #	Description	Target Completion Date
TASK 20	The Jurisdiction will identify the non-English languages spoken by a substantial number of the public.	3/1/2024
TASK 21	The Jurisdiction/its designee will translate the following educational materials: website, flyers, and letters.	3/1/2024
TASK 22	The Jurisdiction will post the translated educational materials.	3/1/2024

Section 18993.1 Recovered Organic Waste Product Procurement Target

The Jurisdiction will procure organic waste products to meet its procurement target.

Task #	Description	Target Completion Date
TASK 23	The Jurisdiction will annually procure a quantity of recovered organic waste products that meets or exceeds its current annual recovered organic waste product procurement target by one or both of the following: • Directly procuring recovered organic waste products for use or giveaway. • Requiring, through a written contract or agreement, that a direct service provider to the Jurisdiction procure recovered organic waste products and provide written documentation of such procurement to the Jurisdiction.	12/31/2023
TASK 24	The Jurisdiction will identify additional procurement opportunities within its departments and divisions for expanding the use of recovered organic waste products.	12/31/2023

TASK 25	The Jurisdiction will meet regulatory procurement targets established by CalRecycle pursuant to 14 CCR section 18993.1; enforcement of this provision by CalRecycle will be consistent with the legislative directives in PRC section 42652.5 (a)(5)(B) and 42652.6, as amended in AB 1985 (R. Rivas, Chapter 344, Statutes of 2022).	12/31/2023

Section 18993.2 Recordkeeping Requirements for Recovered Organic Waste Procurement Target

The Jurisdiction will establish recordkeeping related to recovered organic waste procurement.

Task #	Description	Target Completion Date
TASK 26	The Jurisdiction will include all documents supporting compliance with Article 12 of the Regulations in the implementation record including, but not limited to, the following: • A description of how the Jurisdiction will comply with the requirements of Article 12 of the Regulations. • The name, physical location, and contact information of each entity, operation, or facility from whom the recovered organic waste products were procured, and a general description of how the product was used, and if applicable, where the product was applied. • All invoices or similar records evidencing all procurement. • If including procurement of recovered organic waste products made by a direct service provider to comply with the procurement requirements of section 18993.1(a), the Jurisdiction will include all records of procurement of recovered organic waste products made by the direct service provider on behalf of the Jurisdiction including invoices or similar records evidencing procurement. • If a jurisdiction will include renewable gas procured from a POTW for any of the uses identified in section 18993.1(f)(2) to comply with the procurement mandate of Section 18993.1(a), a written certification by an authorized representative of the POTW, under penalty of perjury in a form and manner determined by the Jurisdiction, attesting to the following for the applicable procurement compliance year: • (A) That the POTW was in compliance with the exclusion in Section 17896.6(a)(1); • (B) The total tons of organic waste received from the types of solid waste facilities listed in Section 18993.1(h)(1); and • (C) The percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal. • If a jurisdiction will include electricity procured from a biomass conversion facility to comply with the procurement mandate of	3/1/2024

	Section 18993.1(a), a written certification by an authorized representative of the biomass conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 18993.1(i) will be provided to the Jurisdiction. The certification will be furnished under penalty of perjury in a form and manner determined by the Jurisdiction. • If the Jurisdiction is implementing the procurement requirements of Section 18993.1 through an adjusted recovered organic waste product procurement target pursuant to Section 18993.1(j), the Jurisdiction will include records evidencing the 6 total amount of transportation fuel, electricity, and gas for heating applications procured during the calendar year prior to the applicable reporting period. • For jurisdictions complying with the requirements of Section 18993.1, through the procurement of mulch, a copy of the ordinance or similarly enforceable mechanism the Jurisdiction has adopted requiring that mulch procured by the Jurisdiction, or a direct service provider meets the land application standards specified in Section 18993.1.	

Section 18993.3 Recycled Content Paper Procurement Requirements
The Jurisdiction will procure paper products, and printing and writing paper, consistent with the Requirements.

Task #	Description	Target Completion Date
TASK 27	The Jurisdiction will research and identify vendors with paper products meeting the requirements of sections 22150-22154 of the Public Contract Code and ensure paper products and printing and writing paper is eligible to be labeled with an unqualified recyclable label as defined in Code of Federal Regulations (CFR) Section 260.12.	3/1/2024
TASK 28	The Jurisdiction will procure paper products and printing and writing paper meeting the Requirements.	3/1/2024
TASK 29	The Jurisdiction will require all businesses from whom the Jurisdiction purchases paper products and printing and writing paper to certify in writing: • The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered or sold to the Jurisdiction. o The Jurisdiction may waive the certification requirement if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be	3/1/2024

	verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website. That the paper products and printing and writing paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.	

Section 18993.4 Recordkeeping Requirements for Recycled Content Paper Procurement

The Jurisdiction will establish recordkeeping related to recycled content paper procurement.

Task #	Description	Target Completion Date
TASK 30	The Jurisdiction will establish a system for tracking purchases for recordkeeping and reporting.	3/1/2024
TASK 31	The Jurisdiction will begin tracking and compiling documentation, including but not limited to the following: 1. Copies of invoices, receipts or other proof of purchase that describe the procurement of paper products by volume and type for all paper purchases. 2. Copies of all certifications or other verification required.	3/1/2024

COMPLIANCE REVIEW, ENFORCEMENT, AND RELEASE

4. Communications. All approvals and decisions of CalRecycle regarding notifications will be communicated to the Jurisdiction in writing by the Branch Chief, Jurisdiction and Agency Compliance and Enforcement Branch, Waste Permitting, Compliance and Mitigation Division, or the Branch Chief's designee. No formal advice, guidance, suggestions, or comments by CalRecycle regarding reports, plans, specifications, schedules, or any other writings by Jurisdiction shall be construed to relieve the Jurisdiction of the obligation to obtain such formal approvals as may be required.

4.1 Submittal. All reporting from the Jurisdiction described in section 3 (Schedule for Compliance), paragraph 3.f, shall be submitted through an online portal or compliance module developed by CalRecycle with instructions provided to Jurisdiction. All other communications from the Jurisdiction according to this CAP shall be sent in writing electronically to:

Apollo Fraidany
apollo.fraidany@calrecycle.ca.gov

4.2 Compliance Review. At the end of the oversight period or at any time deemed appropriate by CalRecycle, CalRecycle will meet with the Jurisdiction to assess the Jurisdiction's CAP implementation efforts and to determine whether or not the Jurisdiction has timely complied with all commitments in all sections of this CAP. If requested by the Jurisdiction, CalRecycle has discretion to issue notice of a hearing at any time upon its staff's recommendation that the Jurisdiction has completed the conditions of the CAP. In accordance with PRC section 42652.5, failure to implement programs and or comply with all sections of the CAP at any time may result in CalRecycle's revocation of its approval of the Notification and CAP and imposition of administrative civil penalties retroactively to the date of violation in 2022, for administrative civil penalties accruing in 2023, and for administrative civil penalties accruing during any other additional time covered by the Notification and CAP. These potentially applicable penalties are described in Section 5.0 of this CAP.

4.3 CalRecycle Review and Approval: If CalRecycle determines that any report, plan, schedule, or other document submitted for approval pursuant to this CAP fails to comply with the Notification as amended by this CAP or fails to achieve successful implementation of the Regulations, CalRecycle may:

a. Amend the CAP as appropriate to remedy the violations of the Regulations expeditiously, and/or
b. Serve a notice that CalRecycle will revoke approval of the Notification and consider the imposition of penalties in accordance with Title 14 CCR sections 18997.3, 18997.5, and 18997.6.

4.4 Extension Request and Other Task Modification Requests: If the Jurisdiction determines that it will be unable to perform any activity or submit any document within the time required under this CAP, the Jurisdiction may, as far in advance of the due date as possible, request an extension of time in writing. The extension request shall include a justification for the delay. If the Jurisdiction finds that a task required by this CAP in Section 3.1 is not feasible, despite the Jurisdiction's best and substantial efforts, the Jurisdiction may propose an alternative task that is substantially similar or equally effective to the original task, subject to the approval of CalRecycle. The modification request shall include an explanation of the infeasibility, an explanation of how the alternative task is substantially similar or equally effective, and a justification for any extension of time associated with the change.

4.5 Extension and Other Task Modification Approvals: If CalRecycle determines that good cause exists for an extension, considering the factors set out in Title 14 CCR section 18996.2(a)(2), it will grant an extension as appropriate and specify in writing a new compliance schedule. If CalRecycle determines that good cause exists for the change in task because the original task is infeasible and the alternative task is substantially similar or equally effective, it will grant an approval

and extension as appropriate and specify in writing the new task; additionally, if CalRecycle determines that good cause exists for any extension associated with the change in task, considering the factors set out in Title 14 CCR section 18996.2(a)(2), it will grant an extension as appropriate and specify in writing a new compliance schedule.

4.6 Compliance with Applicable Laws: The Jurisdiction shall carry out this CAP in compliance with all Local, State, and Federal requirements, including but not limited to requirements to obtain necessary permits.

4.7 Liability: Nothing in this CAP shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of the Jurisdiction, including for violations of the Regulations that were not disclosed in the Notification and any violations of the Regulations that the Jurisdiction fails to remedy notwithstanding commitments in the Notification and this CAP.

4.8 Government Liabilities: The State of California and CalRecycle shall not be liable for injuries or damages to persons or property resulting from acts or omissions in carrying out activities pursuant to this CAP, nor shall the State of California be held as a party to any contract entered into by the Jurisdiction or its agents in carrying out activities pursuant to the CAP. The Jurisdiction shall indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting in connection with the performance of this CAP.

4.9 Parties Bound: This CAP shall apply to and be binding upon the Jurisdiction and upon CalRecycle and any successor agency (regional agency, etc.) that may have responsibility for, and the authority over, the subject matter of this CAP.

PENALTY

5. Penalties, if any, shall be assessed and calculated in accordance with the provisions of PRC 42652.5 and Title 14 CCR sections 18997.3, 18997.5, and 18997.6. Penalties shall be calculated based on the factors set out in section 18997.3 and may be as much as $10,000 per day per violation for the duration of the violation(s).

5.1 Penalty Procedures. Penalty, if any, shall be imposed in accordance with the procedures and methodology set out in PRC section 42652.5 and Title 14 CCR sections 18997.3, 18997.5, and 18997.6. Regulatory violations that are considered “minor,” meaning they involve violations constituting minimal deviation from regulations, shall be subject to penalties of no less than five hundred dollars ($500) per violation and no more than four thousand dollars ($4,000) per violation per day; “moderate” violations are subject to no less than four thousand dollars ($4,000) per

violation and shall be no more than seven thousand five hundred dollars ($7,500) per violation per day; and “major” violations, are subject to penalties no less than seven thousand five hundred dollars ($7,500) per violation per day and no more than ten thousand dollars ($10,000) per violation per day. The following types of deviations are deemed to be “major” under the regulations for the purposes of assessing penalties:

a. Failure to have any ordinance or similarly enforceable mechanism for organic waste disposal reduction and edible food recovery.
b. Failure to have a provision in a contract, agreement, or other authorization that requires a hauler to comply with the requirements the Regulations.
c. Failure to have an edible food recovery program.
d. Failure to have any Implementation Record.
e. Implementation or enforcement of an ordinance, policy, procedure, condition, or initiative that is prohibited under Title 14 CCR sections 18990.1 or 18990.2.
f. Failure to submit the reports required in Title 14 CCR sections 18994.1 and 18994.2.

EFFECTIVE DATE

6. Issuance. This Corrective Action Plan is final and effective from the date of issuance.

6.1 Date of Issuance March 29, 2023

Mark de Bie, Deputy Director
Waste Permitting, Compliance and Mitigation Division
Department of Resources Recycling and Recovery

ATTACHMENT 4
Table of Athens' Proposed Options for
SB1383 Compliance

Athens SB1383 Proposals (3 Options)

All options will provide all SB1383 compliance programs for the entire city including:

1. Collection, transportation, and full processing of source separated organics
2. Quarterly contamination monitoring of organics containers (lid flipping)
3. Quarterly outreach & education (visits by Recycling Coordinators, newsletters, contamination follow-up)
4. Commercial account food recovery support (work with qualified commercial accounts to recover & distribute edible food)
5. Quarterly waste stream analysis (waste characterizations of different waste streams in the city)
6. Procurement support (assist City with requirement of procuring & using compost and reusable natural gas)
7. Data management & reporting of all SB1383 programs (City interface with Athens web based system, Cal Recycle reporting)

BYS = Backyard Service	Mixed Waste = Landfill Waste + Recyclables
HTS = Hard to Service	Organics = Green Waste + Food Scraps
RCNG = Renewable Compressed Natural Gas	Bin = Dumpster
MRF = Material Recovery Facility	Barrel = Rolling Cart
AO = American Organics (Athens' organics processing facility)	

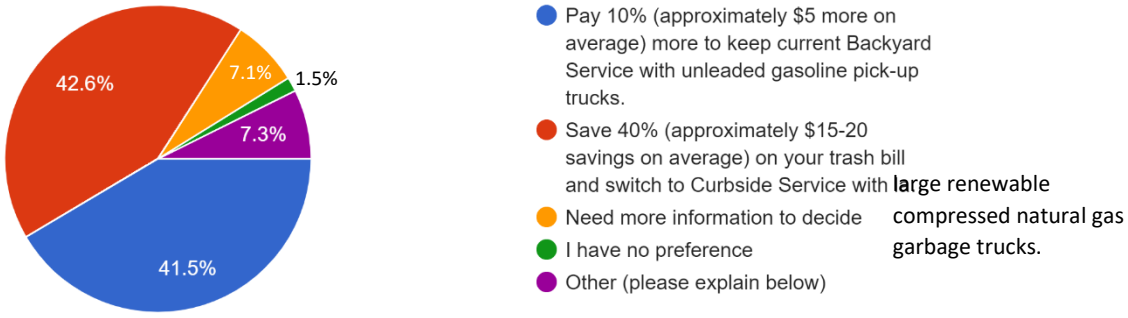
Options	Residential Rate	Hard-to-Service Areas	Residential Barrels	Commercial + Multifamily Rate	Organic Waste Rate for Bin Customers	Annual Rate Adjustment	Length of Contract Term	Fleet	Operations & Processing	Bus Stop Barrel Pick-up & City Garage Sweeping Service
(1) Leave BYS as is for all - 7 year contract	14.00% rate adjustment + annual rate adjustment	No changes	Will need to provide new residential barrels; cost not included in rate.	14.00% rate adjustment + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	Regular CPI annual rate adjustment on July 1 (no changes)	7 year rolling term (no changes)	Fleet does not change: *8 unleaded gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks)	No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No changes
(2) Leave BYS as is for all - 10 year contract	Freeze current rate of $52.53 through June 2024	No changes	Will need to provide new residential barrels; cost not included in rate.	Institute a 2-year phase in of 20% extraordinary rate adjustment: *July 1, 2023 = 10% + annual rate adjustment *July 1, 2024 = 10% + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	Modify the annual rate adjustment from "CPI" to "Trash CPI + 1%" No annual rate adjustment until July 2024 for residential	Increase to 10 year rolling term Automatically renew rolling term during phase-in period (July 2023 - June 2025). Regular term renewal begins July 2025.	Fleet does not change: *8 unleaded gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks) Provide a "pilot program" with an electric BYS truck if & as soon as the proper technology becomes available	No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No additional charge to the City (savings of over $40K per year)
(3) Change BYS to Curbside for most - 10 year contract	**Curbside:** Rate of $31.00 **BYS (HTS Areas):** Rate of $101.00 Freeze rates through June 2024	HTS Areas = must remain BYS, cannot switch to Curbside because streets are too narrow for larger vehicles and/or high quantity of barrels is not feasible for Curbside Affects approx. 700 residential accounts + 60 multifamily accounts	**Curbside:** Residents will receive 3 new 64 gallon barrels (black for trash, blue for recyclables, green for organics); cost included in rate. **BYS (HTS Areas):** Will need to provide new residential barrels; cost not included in rate.	Institute a 2-year phase in of 30% extraordinary rate adjustment: *July 1, 2023 = 15% + annual rate adjustment *July 1, 2024 = 15% + annual rate adjustment	Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates.	Modify the annual rate adjustment from "CPI" to "Trash CPI + 1%" No annual rate adjustment until July 2024 for residential	Increase to 10 year rolling term Automatically renew rolling term during phase-in period (July 2023 - June 2025). Regular term renewal begins July 2025.	**Curbside fleet:** *3 RCNG side loader trucks **BYS (HTS Areas) fleet:** *2 unleaded gasoline pick-up trucks *1 RCNG front loader truck (aka mother truck)	**Curbside:** *Change from 1 pass with BYS truck to 3 passes with side loader trucks (1 pass for each waste stream: trash, recyclables, organics) **BYS (HTS Areas):** *Change from the current 1-pass BYS collection (collecting mixed waste + organics with 1 BYS truck trip) to 2-pass BYS collection (collecting trash, recyclables, organics with 2 BYS truck trips) *Trash is transferred at a MRF and transported to a landfill for disposal *Recyclables are processed at a MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost	No additional charge to the City (savings of over $40K per year)

ATTACHMENT 5
Community Outreach Survey Results

Waste Collection Survey Results

465 responses

1. Currently, the City of South Pasadena utilizes Backyard Service for residential waste collection, where an unleaded gasoline pick-up truck goes up your driveway and collects your waste containers from your backyard or similar location. Other cities utilize Curbside Service, where residents wheel their barrels out to their curb to be collected by a large renewable compressed natural gas (RCNG) garbage truck. Which waste collection service would you prefer?

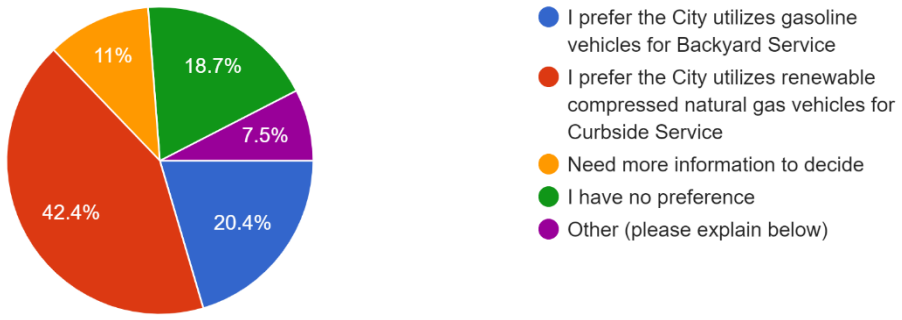


Other responses (summarized):

- Curbside causes a lot of arguments between neighbors. City of LA has a trash can court to deal with these conflicts.
- Busy, narrow residential streets like Meridian Avenue, with speeding traffic will increase road rage as the trucks are blocking the streets.
- Curbside service uses fewer cans, but they are all out in the street for several days.
- Trashcans at the curb are unsightly and take away parking space.
- Large trucks damage our neighborhood streets and trash spews out from the dumping onto the streets.
- The open bed trucks drive through the streets and trash blows out of the back and litters streets throughout South Pasadena.
- Use small zero emission electric motor trucks instead of gasoline or natural gas.
- Not possible to do curbside in narrow streets in the hills. What about streets with low hanging trees?
- Elderly and disabled cannot haul bins to the curb and back. Residents living in ADUs and long driveways cannot haul bins to the curb and back.
- Request more information on 'renewable compressed natural gas (RCNG), who supplies containers, street parking restrictions, etc. Need more information to choose.

- What do people do who have schools on their block? We already have problem of noise pollution from large trash trucks at schools at 7AM
- We have a wide driveway (enough to fit 2 small cars) but only keep one in driveway. Athens refuses to pick up from our driveway because there is 1 car in the driveway. They are asking us to bring bins to the curb. We are well and able to do that but it's not ok to pay for a premium service and not get that (more than double what we were paying in LA)
- My garbage cans are located in the alley. How would this impact my service?

2. Do you have a preference whether the City utilizes gasoline vehicles for Backyard Service versus renewable compressed natural gas vehicles for Curbside Service?



Other responses (summarized):

- Prefer biofuel or full on hybrid/electric. Natural gas only sounds environmentally conscious while in fact is not a sustainable alternative.
- Is there a net climate change difference between the two? Both emit greenhouse gases. If no climate change difference, prefer to pay more for convenience.
- Prefer electric vehicles be used for either backyard or curbside service.
- Have the gasoline vehicles for backyard service converted to all electric.
- Keep backyard service and use renewable energy/update to natural gas.
- Prefer electric. If electric is not possible, CNG is better than gas.
- This is important but shouldn't be the sole determination.
- Prefer whichever is least expensive.
- Request more information on 'renewable compressed natural gas (RCNG) such as where the renewable compressed natural gas supply comes from. What is the source of the renewable natural gas (landfill, livestock, wastewater treatment, etc)?

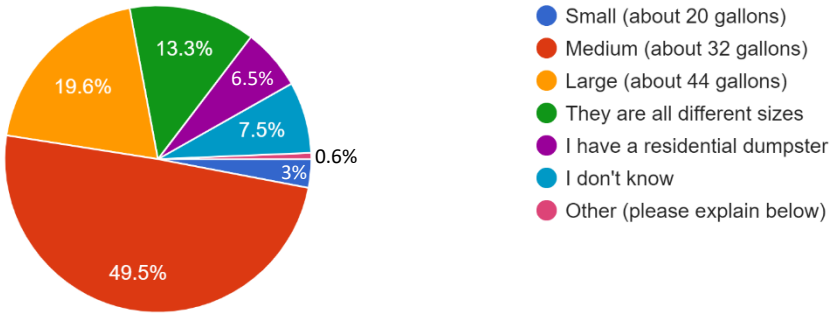
3. Do you currently move your trash containers on trash day?



Other responses (summarized):

- They are in an accessible place on the side of my driveway, where I don't need to move them or our cars for pickup.
- Trashcans live in a space on the alley, where they are picked up. I don't move them, but they are accessible anyhow.
- Cans are stored at the top of a long driveway. It would be very hard to move them to the street, plus there is no room in the street for them to stage. It's a cul-de-sac with numerous driveways.
- Trash containers are housed in an enclosure, specially built to keep them from being an eyesore. Athens picks them up from the enclosure.
- I move them 3 feet so that gate doesn't need to be opened.
- Everyone on our block drags trash bins to driveway between house and sidewalk
- Extra containers moved occasionally.
- I have a residential dumpster that Athens moves for me.
- Sometimes they are moved, sometimes not.
- Containers are moved to avoid damage and mess caused by Athens.

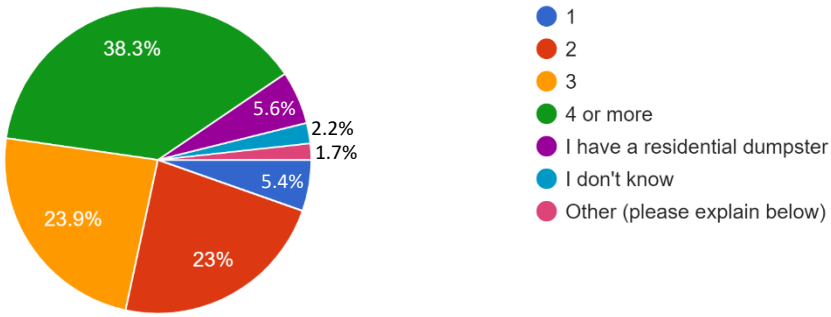
4. How large are your current trash containers?



Other responses (summarized):

- Residents have different size containers for different waste (ex: large for yard waste, medium for landfill).

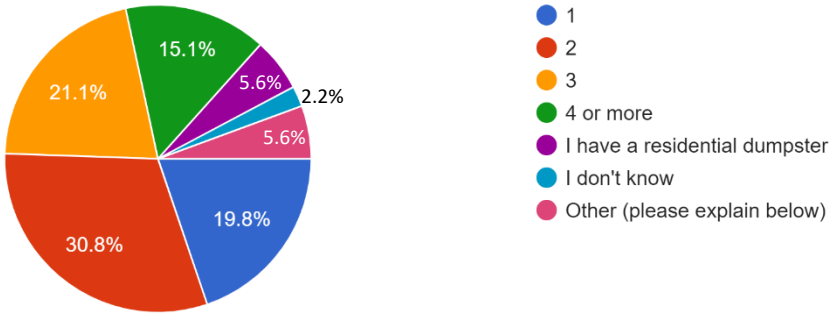
5. How many containers do you currently have for mixed waste (trash and recyclables)?



Other responses (summarized):

- Varies weekly depending on how much waste there is.
- Don't always use all the containers.
- Some containers are shared with neighbors.

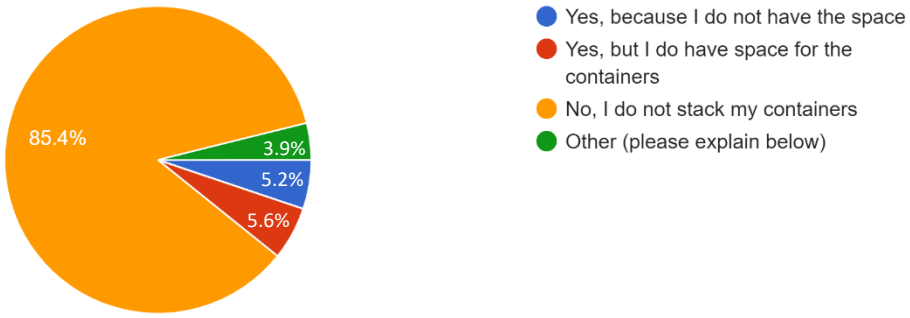
6. How many containers do you currently have for yard waste (tree trimmings and now, organic waste)?



Other responses (summarized):

- Varies weekly depending on how much waste there is.
- I don't have designated cans. Use as many as I need depending on the week.
- Zero. Don't separate yard waste because it is so minimal.
- Don't always use all the containers.
- Some containers are shared with neighbors.

7. Do you stack your containers when not in use?



Other responses (summarized):

- Sometimes yes, sometimes no.
- I have a dumpster.
- The containers have wheels and are not stackable.

8. Do you have any other comments or concerns regarding your current Backyard Waste Collection service that you would like to share?

Pro Curbside Comments (summarized)

- The amount of trash on the street on trash day that inevitably results from BYS. It (and especially plastic bags) flies out of the small trucks used to provide BYS.
- They park the huge truck in one place all day, spewing noise and exhaust into our homes. It is a terrible waste of gas to have all these little trucks everywhere.
- Backyard service is expensive and not used since residents move their containers anyway.
- Prefer curbside service because it is more environmentally friendly and less intrusive.
- With larger bins and curbside pickup, I would cancel my residential 1.5 yard dumpster. The bins for backyard service are too small. We need larger bins and curbside service.
- Backyard service is already too expensive.

Pro Backyard Comments (summarized)

- There is no sidewalk or curb space in some areas. Steep driveways and elderly - curbside will not work for everyone.
- It would be a blight to have cans lingering out on the streets all of the time and will inevitably lead to conflicts between neighbors.
- Backyard service keeps South Pasadena beautiful and more peaceful between neighbors.
- Containers on the street will cause parking issues and traffic.
- The small trucks are much less intrusive and don't spill trash all over our streets like the big automatic ones do.
- BYS trucks are quieter.
- Backyard collection keeps coyotes away.
- Please keep backyard waste collection. I would pay anything to keep that service regardless of vehicles used.
- Keep backyard service, but make it environmentally friendly.
- Curbside would cause people to rummage through the trash when it is on the curb.

General Comments (summarized)

- Drivers complain that trashcans are too heavy and do not pick up the trash.
- More education is requested for sorting waste.
- Many complaints about trash service in general including not picking up “overweight” containers, tossing containers and damaging them, trash being left behind, trash flying off the trucks, drivers not actually going in the backyard to pick up trash, damage property (walls, sprinklers, etc.), etc. No uniformity – every driver does things differently. However, there were a few compliments on service as well.

- Concerns that recyclables do not get recycled and that food waste is not composted.
- Who will provide the new trash containers? This information is important in deciding which option is better.
- Supportive of a 3-container system.
- Concern over only two options. Would prefer backyard, but with electric or renewable fuel.
- This should be discussed more fully with residents and with more information. Will there be an open meeting on this so we can ask questions at such a meeting?
- There should be recycling options in all apartment complexes.
- If switching to curbside, there should be even greater savings.
- What are the comparative environmental effects of the two types of vehicles for South Pasadena specifically?
- Are the comparative prices fixed, or is that 40% savings actually just a loss-leader that will evaporate over time?

Food Waste Comments (summarized)

- Claims that Athens puts everything together in their trucks anyway.
- Need method of separating green waste for those who have a residential dumpster or live in apartment buildings.
- Allow use of compostable bags for organic waste to help with the smell.
- Organic waste separation is inconvenient to a point of not wanting to comply.
- I would pay extra if the city, or Athens, provided me with an organic waste container.
- I'm concerned about rodents and the spread of disease as well and foul smell from composting food waste in the yard waste bin.

City Council Agenda Report

ITEM NO. 16

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Roxanne Diaz, City Attorney

SUBJECT: **CONSIDERATION OF AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, TO TEMPORARILY ADD THE REMAINING MEMBERS OF THE DESIGN REVIEW BOARD TO SERVE ON THE PLANNING COMMISSION UNTIL DECEMBER 31, 2025**

Recommendation

It is recommended that the City Council introduce the ordinance by title only and waive full reading of the uncodified ordinance to temporarily add the remaining members of the Design Review Board to serve on the Planning Commission until December 31, 2025.

Background

At the January 15, 2025 City Council meeting during a discussion regarding the City's boards and commissions, the City Council discussed the composition of the Planning Commission in light of its direction to eliminate the Design Review Board to streamline the design review process. The City Council supported the temporary expansion of the Planning Commission and add the remaining two members of the former Design Review Board to the Planning Commission through the end of 2025. The purpose of temporarily adding the two Design Review Board members to the Planning Commission is to share institutional knowledge to assist in the transition of the former Design Review Board duties to the Planning Commission, as well as to the Chair and the Community Development Director.

Analysis

The proposed ordinance is an uncodified ordinance that will temporarily expand the number of members on the Planning Commission from five (5) to seven (7) members through December 31, 2025. In doing so, the ordinance automatically appoints the two remaining members of the Design Review Board ("DRB") whose terms have not expired as of December 31, 2024 to the Planning Commission. Specifically, Commissioner James Martin and Vice Chair Melissa Hon Tsai will continue their service as members of the Planning Commission and their term will automatically end on December 31, 2025. No further action by the Mayor or City Council will be required to accomplish the appointments. On January 1, 2026, the ordinance provides that the Planning Commission will revert back to a body of five members.

Alternatives

1. The City Council may choose not to adopt the ordinance and in such case, the Planning Commission will remain as currently constituted.

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

Attachment:
Attachment No. 1 - Uncodified Ordinance - Temporary Expanded Planning Commission w Former DRB Members

ORDINANCE NO. ____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, TO TEMPORARILY ADD THE REMAINING MEMBERS OF THE DESIGN REVIEW BOARD TO SERVE ON THE PLANNING COMMISSION UNTIL DECEMBER 31, 2025

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

SECTION 1. Uncodified section related to appointment of the remaining two members of the former Design Review Board to the Planning Commission and the temporary expansion of the Planning Commission to seven (7) members.

A. In its effort to streamline the development review process and reduce barriers to housing production, the City has eliminated the Design Review Board and reallocated design review to the Community Development Director, the Chair of the Planning Commission for "Chair" reviews and to the Planning Commission.

B. In order to provide a sense of institutional knowledge to assist in the transition of the former Design Review Board duties, the City Council desires that former members of the Design Review Board whose terms have not expired as of December 31, 2024, be placed on the Planning Commission for a temporary period of time. Accordingly, until December 31, 2025, the Planning Commission shall be comprised of 7 members.

C. Notwithstanding the provisions of Section 2.23, 2.25 and 2.26 of the South Pasadena Municipal Code, the two members of the former Design Review Board whose terms have not expired as of December 31, 2024 (namely James Martin and Melissa Hon Tsai) are automatically appointed to the Planning Commission ("Former DRB Commissioners") as of the date the ordinance eliminating the Design Review Board becomes effective. No additional action by the Mayor or City Council is required.

D. Appointment of the Former DRB Commissioners to the Planning Commission as described herein, shall not be considered a new appointment to a new commission. Rather, the Former DRB Commissioners shall continue their service except that their term on the Planning Commission shall automatically expire on December 31, 2025.

E. The Former DRB Commissioners are not eligible for reappointment to the Planning Commission following the end of their temporary term on December 31, 2025.

F. On January 1, 2026, the Planning Commission shall revert back to a body of five members. Any future appointments to the Planning Commission shall be made pursuant to South Pasadena Municipal Code Section 2.23, et. seq.

SECTION 2. The City Council declares that should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 3. 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 16th day of April, 2025.

_____
Janet Braun, Mayor

ATTEST:

_____
Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

CERTIFICATION OF ORDINANCE

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) SS

CITY OF SOUTH PASADENA)

I, Mark Perez, Deputy City Clerk of the City of South Pasadena, do hereby certify that Ordinance No.___, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 16th day of April, 2025, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

City Council Agenda Report

ITEM NO. 17

DATE: March 19, 2025

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Lucy Hakobian, Community Services Director

SUBJECT: **DISCUSSION AND DIRECTION REGARDING THE 2025 4TH OF JULY FIREWORKS SHOW**

Recommendation

It is recommended that the City Council evaluate and provide direction to staff regarding the nature (fireworks display or drone display) and location of 2025 4th of July presentation.

Executive Summary

The Community Services Department (Department) organizes the annual fireworks show at South Pasadena High School (High School). In response to the City Council's direction over the last couple of months and years, staff is presenting this informational report to facilitate a discussion and seek guidance as to whether to explore a drone light show as an alternative to the traditional fireworks display.

Background

Since 1982, the Festival of Balloons Committee (Committee) has been responsible for planning and operating the event, including a fireworks show. In July 2022, per City Manager's direction, the Department assumed a coordinating role, collaborating with the Committee to provide support staff during the transition period. During the August 16, 2023, City Council meeting, Councilmember Cacciotti proposed a discussion to consider the merits of replacing the traditional fireworks show with a drone light show. Councilmember Braun seconded the motion, requesting that staff provide a cost comparison between the two options. In response, on October 18, 2023, City staff presented a report to the City Council regarding the use of drones. Following the presentation, the Council directed staff to proceed with a traditional fireworks show with then Councilmembers Braun, Donovan, and Primuth in favor of this decision. Subsequently, at the October 2, 2024, City Council meeting, then-Mayor Zneimer motioned to explore an alternative site for the annual 4th of July fireworks show; the Arroyo Seco Golf Course (Golf Course) or the Arroyo Fields (Fields) were identified as possible alternative sites for the event. Councilmember Cacciotti seconded the motion, which also included a request to evaluate the feasibility of offering a drone light show as an alternative to the traditional fireworks display. On February 19, 2025, Mayor Pro Tem Rossi made a motion to further explore the use of a drone light show, with Councilmember Cacciotti seconding the motion.

Analysis

Traditional Fireworks Show

Staff, along with Fire Chief Greg Lloyd, Pyro Spectacular (2024 fireworks show vendor), and representatives from Phos-Chek (fire retardant company) conducted comprehensive site visits to evaluate the feasibility of hosting a traditional fireworks display at the Arroyo Seco Golf Course (Golf Course) and, alternatively, at the Arroyo Fields (Fields). During these assessments, several logistical challenges were identified at both locations. Key concerns included the presence of live and dead vegetation that could pose a fire risk, limited visibility and seating capacity, as well as accessibility issues for attendees. The proximity of stables also raised concerns regarding the potential impact of fireworks on the horses. Additionally, traffic and parking challenges were identified as potential complications that could affect the overall experience for attendees. To meet safety and fire prevention standards, the vendor would need to use larger fireworks to achieve an appropriate height for the display. This would not only increase costs but also necessitate careful planning around the fallout zone to ensure public safety. Furthermore, the expense of fire retardant is estimated to add approximately $30,000 to the event budget. Given these significant logistical challenges and the added costs, staff does not recommend selecting the Golf Course or Fields as alternative sites for the fireworks show.

On a separate note, South Pasadena Unified School District (District) has confirmed that it will waive facility usage fees for the event, though the City will be responsible for District staff fees, estimated at $4,000. A proposal from Pyro Spectacular for the 2025 fireworks display includes a 20-minute show at a cost of $36,620.

Fireworks Show

Advantages	Disadvantages
Fireworks can be captivating & evoke a sense of excitement	Can release smoke, particulate matter & other pollutants into the atmosphere
	Loud noise may be distressing for people and animals
Show can last as long as the client wants based on budget	Proximity to the Monterey Hills area where more vegetation & brush hazards exist in the City
	Could cause injuries to people or property

Drone Light Show

Drone light shows offer an environmentally friendly alternative to traditional fireworks, offering a significant reduction in the environmental and health impacts typically associated with fireworks. While the cost of drone shows can fluctuate based on the scale and complexity of the display, they represent a growing awareness of the adverse effects of fireworks and position drone light shows as a visually stimulating and more environmentally sustainable entertainment option. Below is a comparison of areas of consideration for drone light shows versus traditional fireworks displays:

Drone Light Show

Pros	Cons
Environmentally & pet friendly	Can be expensive depending on the number of drones used
Low fire danger alternative	Show is shorter in length due to battery life of a drone (10-12 minutes)
Minimal debris	Average formation is between 8-14 images during a 12-minute show
City has full creative control of the show	Possible decrease in revenue if attendees are less interested in attending a drone show than they are attending a fireworks display

The cost of a drone light show is determined by the number of drones used, which can range from 100 to 1,000, depending on the City's budget allocation. On average, the cost per drone is between $110 and $450, and a formation of 8-12 designs.

	Up to 150	Up to 250	Up to 350	Up to 400	Up to 500
Grizzly Entertainment	N/A	$27,500 $110/drone	$35,000 $100/drone	N/A	8-10
Sky Elements*	$60,000 $400/drone	$93,750 $375/drone	$122,500 $350/drone	$140,000 $350/drone	$175,000 $350/drone
Skyworx	*$45,000 $300/drone	*$70,000 $280/drone	*$95,000 $272/drone	*$125,000 $312/drone	N/A

*Estimated minimum cost for holiday.

Pyro Spectacular provided an estimate of $40,000 to $50,000 for a drone light show. This company is in the process of procuring new drones and is unable to commit to providing its services at the time of preparation of this staff report.

Below is a snapshot of customers who use the three drone show vendors included in this report:

Grizzly Entertainment	Sky Elements	Skyworx
• City of San Gabriel • Lamborghini Reveal • Hip Hop Downtown Los Angeles • Gloria Molina Grand Park	• MLB • Disney • Marvel • Universal Studios	• FIFA • Boston Red Sox • Boise State • KIA • McDonald's

Most cities that incorporate drone shows feature between 150 and 500 drones, with 500 drones delivering a spectacular experience. Drone light shows do not produce the loud explosions typical of traditional fireworks, they offer a quieter, more environmentally sustainable alternative that reduces disruptions to both local communities and the surrounding ecosystem.

To understand the regional landscape, staff researched neighboring cities to determine the type of displays they offer. The cities of Alhambra, Arcadia, Burbank, Claremont, Duarte, Pasadena, and Rosemead host traditional fireworks shows. The cities of Glendale and Glendora do not have 4th of July events scheduled. In 2024, the City of San Gabriel hosted its inaugural drone show, featuring an 8-animation, 12-minute display with 400 drones at a cost of $45,000. In comparison, last year's South Pasadena's traditional fireworks display cost $36,000. We anticipate this cost to increase at least incrementally this year.

The following cost of our 2024 event and our estimates for a similar 2025 event are provided for City Council reference:

Opening Ceremony & Parade	**2024 Cost**	**2025 Estimate**
Poster contest supplies	$810	$900
Rental of radios for communication	$894	$1,000
Power washing Library & Fire Department	$825	$875
Sound for Opening Ceremony & Parade	$1,300	$1,400
Meridian Barricades	$14,553	$15,500
Staff shirts	$1,786	$1,900
Decorations & supplies	$764	$800
Printing materials	$1,330	$1,500
Street closure & special event signage	$5,000	-
Pancake Breakfast	$600	$600
Sub-Total	**$27,862**	**$24,475**

Party in the Park	**2024 Cost**	**2025 Estimate**
Jumpers	$958	$1,200
Rental of portable toilets & handwashing stations	$1,406	$1,500
Health Department permits	$931	$1,000
Power washing gazebo area	$495	$500
DJ	$500	$500
Games & prizes	$192	$200
Sub-Total	**$4,482**	**$4900**

Fireworks Show	**2024 Cost**	**2025 Estimate**
Fireworks	$35,590	$36,620
Sound system, light & stage	$6,200	$6,500
Band	$2,000	$2,000
School District fees	$9,916	$4,000
Sub-Total	**$53,706**	**$49,120**

Additional Event Supplies	2024 Cost	2025 Estimate
Street banner	$2,618	$2,700
Videographer/Photographer	$1,000	$5,000
Flags	$3,300	-
Sub-Total	**$6,918**	**$7,700**

Event	2024 Cost	2025 Estimate	Difference
Opening Ceremony & Parade	$27,862	$24,475	$3,387
Party in the Park	$4,482	$4,900	$(418)
Fireworks Show	$53,706	$49,120	$4,586
Event Supplies	$6,918	$7,700	$(782)
Sub-Total	**$92,968**	**$86,195**	**$6,773**
Staffing Cost	$31,900	$33,000	$(1,100)
Total	**$124,868**	**$119,195**	**$5,673**

Revenue from Ticket Sales
In 2023, revenue generated from fireworks display ticket sales totaled $17,066 (with 1,420 tickets sold at $11 pre-sale and $13 at-the-door costs). Ticket sales were limited due to not having access to the field for viewing while the field was under construction.

In 2024, ticket sales totaled $35,490 generated by 2,366 tickets sold (2,008 tickets sold at $15 pre-sale and 358 sold at-the-door).

Alternatives
The City Council may also consider the following alternative:

1. Host the traditional fireworks show at the High School as is customary;
2. Host a drone light show at the High School; or
3. Not offer the fireworks or drone light show, but maintain the opening ceremony, parade, and party in the park.

*Please note that after the City Council's direction tonight, staff must immediately make arrangements either for a traditional fireworks or drone light show, as vendors are nearing capacity, and the City must lock in our vendor and rates for the 2025 event.

Fiscal Impact
In Fiscal Year 2024/2025, the budget for the event was $135,000. The budget for the Event is $103,100 in account no. 101-8030-8031-8264, and $31,900 for staffing in account no. 101-8030-8031-7020.

Key Performance Indicators and Strategic Plan
This item does not align with the Community Services Department Key Performance Indicators identified in the Fiscal Year 2024-2025 Budget or the Adopted 2021-2026 Strategic Plan.

Commission Review and Recommendation
This item was reviewed by the Community Services Commission at its March 10, 2025, meeting. The Commission voted unanimously (6-0) to recommend continuing the traditional

fireworks show for the event.