



**CITY OF SOUTH PASADENA
COMMUNITY SERVICES COMMISSION**

A G E N D A

SPECIAL MEETING

MONDAY, MAY 19, 2025, AT 6:30 P.M.

**AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION, SOUTH PASADENA, CA 91030**

South Pasadena Commission Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

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

Public participation may be made as follows:

- In Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Via Zoom – **Webinar ID: 824 1689 5308**
Passcode: 547050
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to lhakobian@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/82416895308?pwd=0VfsfiZWN1WUhhYY3PSJMpwbVaXZDGB.1>

CALL TO ORDER:

Chair

Bryan Samuels

ROLL CALL:

Chair

Bryan Samuels

Vice Chair

Stephen L. Plotkin

Commissioner

Leslie Albe Field

Commissioner

Anne Bagasao

Commissioner

Anthony W. Lai

Commissioner

Mackenzie Z. Moore

Commissioner

Lauren Weinberger

PLEDGE OF ALLEGIANCE:

Commissioner

Anne Bagasao

PUBLIC COMMENT GUIDELINES *(Public Comments are limited to 3 minutes)*

The City welcomes public input. Members of the public can comment on a non-agenda subject under the jurisdiction of the Community Services Commission or on an agenda item, you may participate **by one of the following options:**

Option 1:

Participate in-person at the Council Chambers.

Option 2:

Public Comment speakers have three minutes to address the Commission, however, the Chair and Commission can adjust time allotted as needed. Participants will be able to “raise their hand” using the Zoom icon during the meeting, and they will have their microphone un-muted during comment portions of the agenda to speak.

Option 3:

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

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

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

PLEASE NOTE: The Chair may exercise the Chair's discretion, subject to the approval of the majority of the Commission to adjust public comment(s) to less than three minutes.

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

PUBLIC COMMENT**1. 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 sign up in the first 30 minutes of public comment will be queued up to speak.

CHANGES TO THE AGENDA**2. 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 Commission 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.

3. CONSIDERATION OF APPROVAL OF THE COMMUNITY SERVICES COMMISSION MEETING MINUTES FOR APRIL 14, 2025

Recommendation

It is recommended that the Commission consider the approval of the minutes for the Community Services Commission Meeting on April 14, 2025.

ACTION/DISCUSSION

4. DISCUSSION ON PARTNERSHIP WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) AND THRONE LABS FOR RESTROOM FACILITY INSTALLATION

Recommendation

It is recommended that the Commission receive and discuss information regarding the City Council-approved partnership with the Los Angeles County Metropolitan Transportation Authority (Metro) for the installation of a Throne Labs smart restroom facility and provide feedback on the proposed site plan and implementation details.

5. DISCUSSION ON YOUTH SERVICES GAP ANALYSIS

Recommendation

It is recommended that the Commission discuss and provide feedback on existing youth programming and potential opportunities for new services to address gaps in youth services.

6. DISCUSSION OF THE SAN PASCUAL STABLES

Recommendation

It is recommended that the Commission engage in a discussion to gather relevant and insightful questions that will guide a presentation by the San Pascual Stables Operator at the Community Services Commission Meeting on September 8, 2025.

7. COMMISSION FOLLOW-UP AND ACTION ITEM RECAP

Recommendation

It is recommended that the Commission provide a summary of actionable items from the May 19, 2025 meeting for staff to maintain.

PUBLIC HEARING

COMMUNICATIONS

8. CITY COUNCIL LIAISON COMMUNICATIONS**9. COMMISSIONER COMMUNICATIONS****10. STAFF LIAISON COMMUNICATIONS****PUBLIC COMMENT – CONTINUED****11. CONTINUED PUBLIC COMMENT – GENERAL**

This time is reserved for speakers in the public comment queue not heard during the first 30 minutes of Item 1. No new speakers will be accepted at this time.

ADJOURNMENT***FOR YOUR INFORMATION*****FUTURE COMMUNITY SERVICES COMMISSION MEETINGS**

JUNE 9, 2025	REGULAR COMMISSION MEETING	6:30 PM
JULY 14, 2025	REGULAR COMMISSION MEETING	6:30 PM
AUGUST 11, 2025	REGULAR COMMISSION MEETING	6:30 PM
SEPTEMBER 8, 2025	SPECIAL JOINT MEETING W/ LIBRARY BOARD OF TRUSTEES	6:30 PM

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

Commission meeting agenda packets, any agenda related documents, and additional documents are available online for public inspection on the City's website:

<https://www.southpasadenaca.gov/government/boards-commissions>

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS

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

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **May 19, 2025**, on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's, website as required by law, on the date listed below.*

05/15/2025	/S/
Date	Melissa Snyder, Community Services Deputy Director



Community Services Commission Agenda Report

ITEM NO. 3

DATE: May 19, 2025

FROM: Lucy Hakobian, Community Services Director

PREPARED BY: Melissa Snyder, Community Services Deputy Director

SUBJECT: **CONSIDERATION OF APPROVAL OF THE COMMUNITY SERVICES COMMISSION MEETING MINUTES FOR APRIL 14, 2025**

Recommendation

It is recommended that the Commission consider approval of the minutes for the Community Services Commission Meeting on April 14, 2025.

Attachments:

1. Draft Community Services Commission April 14, 2025 Meeting Minutes

ATTACHMENT 1

Draft Community Services Commission April 14,
2025 Meeting Minutes



**CITY OF SOUTH PASADENA
COMMUNITY SERVICES COMMISSION REGULAR MEETING**

MINUTES
MONDAY, APRIL 14, 2025, AT 6:30 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena Community Services Commission was called to order by Chair Samuels on Monday, April 14, 2025, at 6:31 P.M. The City Council Chambers is located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT

	Chair	Bryan Samuels
	Vice Chair	Stephen L. Plotkin
	Commissioner	Leslie Albe Field
	Commissioner	Anne Bagasao
	Commissioner	Anthony W. Lai
Commissioner	Lauren Weinberger	

ABSENT

Commissioner	Mackenzie Z. Moore
Mayor	Janet Braun (Excused Absence)

Melissa Snyder, Deputy Community Services Director, announced a quorum.

CITY STAFF PRESENT:

Lucy Hakobian, Community Services Director; Melissa Snyder, Community Services Deputy Director; and Nathalie Wilcox, Community Services Supervisor were present at Roll Call.

PLEDGE OF ALLEGIANCE:

The Flag Salute was led by Commissioner Field.

PUBLIC COMMENT

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

None

PRESENTATION

2. DRAFT COMMUNITY SERVICES DEPARTMENT BUDGET PRESENTATION

Community Services Deputy Director Snyder presented this item. Commission requested that staff provide actual expenses and revenues at a later date.

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

None

CONSENT CALENDAR

4. CONSIDERATION OF APPROVAL OF THE COMMUNITY SERVICES COMMISSION MEETING MINUTES FOR APRIL 14, 2025

Recommendation

It is recommended that the Commission consider the approval of the minutes for the Community Services Commission Meeting on March 10, 2025.

COMMISSION ACTION AND MOTION

A motion was made by Commissioner Field, seconded by Commissioner Weinberger, and approved by roll call vote to approve Item No. 4 of the Consent Calendar. The motion carried 5-0-1-1, by the following vote:

AYES: Samuels, Plotkin, Field, Bagasao, Weinberger

NOES: None

ABSENT: Moore

ABSTAINED: Lai

ACTION/DISCUSSION

5. DISCUSSION AND APPROVAL OF 2025 COMMISSION WORK PLAN

Community Services Deputy Director Snyder presented this item. Commissioner Plotkin will compile a list of questions for a possible survey in early fall.

Recommendation

It is recommended that the Commission discuss and approve the 2025 Work Plan.

COMMISSION ACTION AND MOTION

A motion was made by Commissioner Lai, seconded by Commissioner Bagasao, and approved by roll call vote to approve Item No. 5. The motion carried 5-1-1-0, by the following vote:

AYES: Samuels Field, Bagasao, Lai, Weinberger

NOES: Plotkin

ABSENT: Moore

ABSTAINED: None

6. DISCUSSION OF THE ARROYO SECO GOLF COURSE

Community Services Deputy Director Snyder presented this item.

Recommendation

It is recommended that the Commission engage in a discussion to gather relevant and insightful questions that will guide a presentation by the Arroyo Seco Golf Course Operator at the Community Services Commission on June 9, 2025.

Chair Samuels detailed the following questions:

- How well is the golf course operating including:
 - What is the golf course's capacity?
 - How many rounds of golf have been played?
 - How many rounds of mini golf have been played?
- Do we track use of the driving range? How many buckets are sold? What are the different sizes of buckets? Why are we seeing decreases in revenue compared to the same months last year?
- Can the Commission have a better understanding and/or breakdown of the costs for labor?
- How is the golf course doing relative to surrounding agencies/golf courses?
- Why is the golf course not operating at night?
- What is the operator going to enhance or increase revenue? What can Commission do to support them?
- Equipment budget of \$160k-Save labor, increase bottom line? Is there an ROI for this?

Commissioner Field detailed the following questions:

- What items at the golf course need to be fixed or repaired? What budget is available to make necessary repairs?
- What are the necessary repairs needed to assist with increasing revenue?

7. REVIEW AND DISCUSSION OF THE SAN PASCUAL STABLES LEASE AGREEMENT

Community Services Deputy Director Snyder presented this item.

Recommendation

It is recommended that the Commission review the existing lease agreement for the San Pascual Stables and offer a recommendation to the City Council for future negotiation.

COMMISSION ACTION AND MOTION

The Commission discussed Item No. 7 but did not take action or make a recommendation at this time.

8. REVIEW AND CONSIDER APPROVAL OF THE FIELD USE REQUEST FOR CAMP ADVENTUREWOOD

Community Services Supervisor Wilcox presented this item.

Recommendation

It is recommended that the Commission review and consider approval of the field use request for Camp Adventurewood.

COMMISSION ACTION AND MOTION

A motion was made by Commissioner Lai, seconded by Commissioner Field, and approved by roll call vote to approve Item No. 8. The motion carried 5-1-1-0, by the following vote:

AYES: Samuels, Plotkin, Field, Lia, Weinberger
NOES: Bagasao
ABSENT: Moore
ABSTAINED: None

9. DISCUSS AND RECOMMEND NEW MAY 2025 MEETING DATE

Community Services Deputy Director Snyder and Chair Samuels presented this item.

Recommendation

It is recommended that the Commission discuss and recommend an alternative meeting date for May 2025, due to a scheduling conflict with the City Council's Budget Study Session.

COMMISSION ACTION AND MOTION

The Commission discussed Item No. 8 and recommended hosting the May Meeting on May 19, 2025 at 6:30 p.m. in the City Council Chambers.

PUBLIC HEARING

COMMUNICATIONS

10. CITY COUNCIL LIAISON COMMUNICATIONS

None

11. COMMISSIONER COMMUNICATIONS

- Commissioner Weinberger requested having a representative from the Arroyo Seco Stables attend a Community Services Commission meeting to allow Commissioners to ask questions and learn more about the stables. Commissioner Weinberger also provided positive feedback received by a patron using the Orange Grove gazebo.
- Commissioner Lai provided an update on attending the Spring Eggstravaganza and thanked staff for their hard work.
- Commissioner Bagasao thanked staff for making improvements at the Skate Park and highlight the importance of maintenance. She also expressed concerns over the Garfield Park playground.
- Commissioner Plotkin inquired about the Special Join Meeting with the Library Board of Trustees in September and about the Parks Comprehensive Plan survey.
- Commissioner Field provided an update on South Pas Forward and community engagement for the Site Plan Project.
- Chair Samuels thanked staff for all their hard work on events and programming.

12. STAFF LIAISON COMMUNICATIONS

- Community Services Deputy Director provided an update on maintenance at the Skate Park.

PUBLIC COMMENT- CONTINUED

13. CONTINUED PUBLIC COMMENT-GENERAL

None

ADJOURNMENT

There being no further matters, Chair Samuels adjourned the meeting of the Community Services Commission at 8:53 P.M. to the next Special Community Services Commission meeting scheduled for May 19, 2025.

Respectfully submitted:

Melissa Snyder
Community Services Deputy Director

APPROVED:

Bryan Samuels
Chair

ATTEST:

Melissa Snyder
Community Services Deputy Director

Approved at Community Services Commission Meeting: May 19, 2025



Community Services Commission Agenda Report

ITEM NO. 4

DATE: May 19, 2025

FROM: Lucy Hakobian, Community Services Director

PREPARED BY: Melissa Snyder, Community Services Deputy Director

SUBJECT: **DISCUSSION ON PARTNERSHIP WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) AND THRONE LABS FOR RESTROOM FACILITY INSTALLATION**

Recommendation

It is recommended that the Commission receive and discuss information regarding the City Council-approved partnership with the Los Angeles County Metropolitan Transportation Authority (Metro) for the installation of a Throne Labs smart restroom facility, and provide feedback on the proposed site plan, implementation details, and community impact.

Executive Summary

On May 7, 2025, the City Council approved a partnership with the Los Angeles County Metropolitan Transportation Authority (Metro) for the delivery and use of a Throne Labs smart restroom facility at no cost to the City. This initiative is part of Metro's broader regional effort to enhance public infrastructure in preparation for the 2026 FIFA World Cup and the 2028 Olympic and Paralympic Games. The City of South Pasadena is being offered a solar-powered, self-contained, and technologically advanced restroom unit, to be located in Heritage Park. The purpose of this item is to provide the Community Services Commission with an overview of the project, including the proposed site plan, functionality, target users, and long-term considerations, and to receive Commission input on these issues.

Background

Throne Labs restrooms are modern, self-cleaning, solar-powered units designed for easy deployment in areas lacking traditional infrastructure. The units are intended to increase access to safe and hygienic public facilities while reducing burdens on City staff and budgets.

As part of its pre-World Cup and Olympics infrastructure strategy, Metro has offered to fully fund the delivery, installation, and operation of one Throne Labs unit in South

Pasadena through mid-to-late 2028. No long-term commitment is required; the City retains the option to remove the facility at any time.

Heritage Park has been preliminarily identified as a potential location due to its proximity to the Metro A Line station and high pedestrian activity. Staff acknowledge that while the facility is located near a Metro station, it is intended for use by the public, including park patrons, farmers market attendees, visitors, unsheltered individuals, and the broader community, and may serve a wide range of users beyond transit riders.

Analysis

Technology & Design

The restroom unit includes:

- Touchless, app-based access (QR code, text, or app)
- Self-cleaning features and solar power
- No utility hookups required
- Real-time monitoring for maintenance

Operation & Access

Hours of operation are typically 6:00 a.m. to 12:00 a.m. but can be adjusted to City needs. The access technology offers control over usage and can help limit misuse.

Maintenance

Throne Labs provides:

- Twice-daily cleanings (adjustable)
- Stocking of supplies
- Data-informed service scheduling based on usage

Site Selection

Heritage Park is proposed as a trial site based on:

- Proximity to Metro A Line station
- Existing lack of nearby public restrooms
- Moderate-to-high foot traffic from park users and local events

Key Discussion Questions

To help guide the Commission's input, the following questions have been raised by the Chair for further consideration:

1. **Location Feasibility:**
Should the City proceed with siting the facility at Heritage Park, or consider alternate locations (or none at all)?
2. **Identifying the Need:**
Who is the facility intended to serve, Metro riders, park users, the unsheltered population, or others? What evidence or data supports this need?
3. **Metro Collaboration and Target Users:**
Can additional measures be implemented to ensure the facility primarily benefits Metro riders and commuters? Is this a realistic expectation?

4. Metro Rider Usage Patterns:

Given that most Metro patrons disembarking in South Pasadena are likely returning home, will they use this facility?

5. Primary User Demographics:

Who, in practice, will be the main user of this facility? Should the City prioritize a specific user group when making a final decision?

Next Steps

Following tonight's discussion, staff is requesting that the Community Services Commission provide a recommendation to the City Council regarding the proposed Throne Labs smart restroom installation. Commission feedback will be included in a future staff report to the City Council as part of the continued implementation and planning process. The installation of the unit is targeted for completion by July 2025.

Fiscal Impact

There is no fiscal impact to the City during the duration of Metro's support (through mid-to-late 2028), as Metro will cover all costs associated with delivery, maintenance, and servicing. If the City opts to retain the facility after that point, monthly operational costs will range from approximately \$4,250 to \$9,000, depending on service levels.

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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Throne Restrooms Overview 2025
2. South Pasadena Site Plan

ATTACHMENT 1
Throne Restrooms Overview 2025



Metro

Throne Restroom Overview

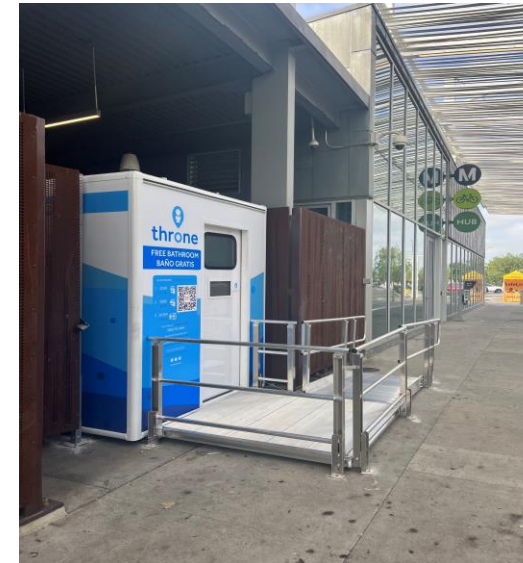
Throne Restrooms at Metro Stations

Functionality of Throne Units

- Units are portable, ADA accessible, touchless and free-to-use
- Units include flush toilet, a sink with running water, and a robust ventilation system
- Units are unlocked via QR code or by sending an SMS text message with a smartphone or flip phone
- Generally open from 6 a.m. to 12 a.m. seven days a week
- Visual and audio instructions
- Users are asked to rate their restroom experience with their phones and let Throne know when there are issues that require attention
- Each Throne unit is equipped with 21 internet-connected sensors that allow Throne to know if everything is working and when units require cleaning
- Throne use is limited to 10 minutes. The door will stay open until the user exits.

Current Locations with Throne Restroom Units (14):

- APU/Citrus College A Line
- Sierra Madre Villa A Line / Bus Transit Center
- Highland Park A Line
- Little Tokyo/Arts District A/E Lines
- Willow A Line
- Willowbrook/Rosa Parks / Bus Transit Center
- Universal City/Studio City B Line / Bus Transit Center
- Westlake/MacArthur Park B/D Lines
- Harbor Freeway C/J Lines
- Norwalk C Line / Bus Transit Center
- Downtown Santa Monica E Line
- Soto E Line
- Reseda G Line
- Expo/Crenshaw K Line



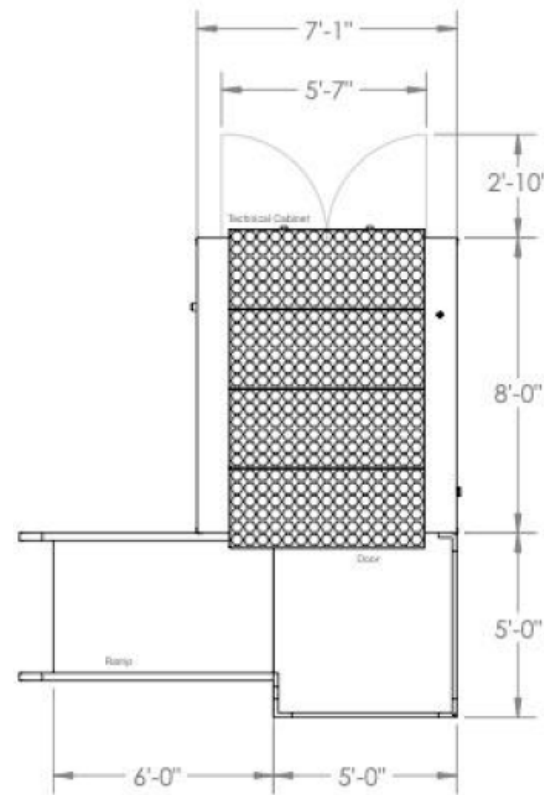
Restroom interior

Throne Restrooms Dimensions

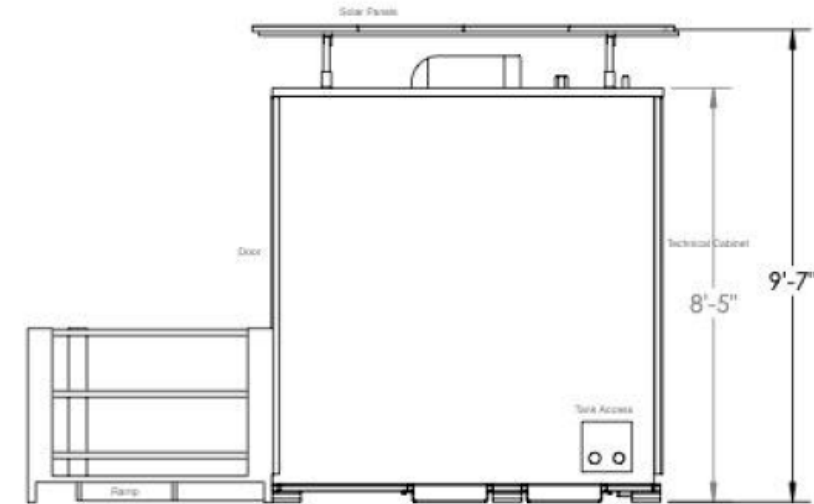
Dimensions of Units

- The unit itself measures approximately 7'x8'
- Access panels on the back unit that must have clearance to safely open
- If unit is placed with a ramp (required ADA criteria), Throne's standard ramp is 5'x11'
- All ramps are ADA accessible and attached to the front of the unit
- Unit can be oriented right, left or straight ahead
- The grid on top of the unit represents solar panel energy consumption

Bird's Eye View



Side Profile View



Throne Smart Technology

Pro Accountability Access

Deter misuse with Text, App, or NFC Tap Card entry.

Anti-Loitering

Move users along after 10 minute limit with effective cues.

Responsive Maintenance

Historical data and real-time user feedback drive efficient service.

Remote Monitoring

24/7 monitoring and dispatch responds to issues.

Analytics

Transparent performance data to show value and optimize network.

Wayfinding

Help visitors find a Throne when it's needed most.



Metro Stations with Restroom Access

What the Data is telling us

- Since the program began in October 2023, there have been 160,000+ uses across 15 existing locations
- Users are rating the units and scoring cleanliness, a 4.1 out of 5-star average rating
- Average use time at all locations – 3:26
- Time of day with most uses – 8:00-8:59pm (7.84%)
- 45%+ users have returned more than 1x to use Throne
- 90%+ uptime for all units since first year of service
- Units cleaned 2x-5x on daily basis

Board Approval for up to 64 units beginning in 2025

- July 2024 Board Meeting, Metro Board approved the expansion of Throne restrooms to up to 64 locations throughout the Metro service system
- Rollout will cover a 4-year period to 2028
- Locations include Bus Rapid Transit stations, Light Rail stations, Heavy Rail stations, and Bus Transit Centers
- Criteria for future stations include stakeholder input, ridership data, cleanliness data, sufficient space to install, and more



Thank You



ATTACHMENT 2
South Pasadena Site Plan





Community Services Commission Agenda Report

ITEM NO. 5

DATE: May 19, 2025

FROM: Lucy Hakobian, Community Services Director

PREPARED BY: Melissa Snyder, Community Services Deputy Director

SUBJECT: **DISCUSSION ON YOUTH SERVICES GAP ANALYSIS**

Recommendation

It is recommended that the Commission discuss and provide feedback on existing youth programming and potential opportunities for new services to address gaps in youth services.

Background

The Community Services Department currently offers a variety of programs targeting youth in the community. These include:

- **Camp Med:** An afterschool program for children ages 5-11, serving the three local elementary schools. The program also operates as a full-day summer camp when school is not in session.
- **Counselors in Training (CIT):** A volunteer program for youth ages 13-17, providing leadership and work-based experience. The program is currently under revision to enhance its structure and impact.
- **Recreational Leisure Classes:** Offered seasonally and categorized by age:
 - *Tots:* Under 5 years
 - *Youth:* Ages 5-12
 - *Teens:* Ages 13 and up

These programs aim to provide educational, recreational, and social opportunities for local youth.

Analysis

While the Department offers a range of services for elementary-aged youth and volunteer opportunities for teens, there may be unmet needs in programming for pre-teens and teens outside of the CIT program and general leisure classes. In particular, there may be opportunities to explore:

- More structured, consistent programming for youth ages 12-14 (middle school age group)

Discussion on Youth Services Gap Analysis

May 19, 2025

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- Social and recreational opportunities for teens that do not require a volunteer or leadership role
- Youth engagement through mentorship, arts, STEM, and wellness-based programs
- Partnerships with schools, local organizations, and libraries to co-sponsor youth events or initiatives

This item is presented for Commission discussion, with the goal of identifying additional opportunities that support a more comprehensive continuum of youth services in South Pasadena.

Next Steps

Commissioner Moore will connect with her peers and youth community members over the summer to gather feedback on desired programs and perceived gaps. Staff will review recommendations provided by the Commission and explore the feasibility of pilot programs or expansions to existing services. A follow-up report summarizing findings and recommendations may be brought back to the Commission for further discussion in fall 2025.

Fiscal Impact

There is no immediate fiscal impact associated with this discussion. Any financial considerations related to the discussion will be addressed as part of the budget development process.

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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.



Community Services Commission Agenda Report

ITEM NO. 6

DATE: May 19, 2025

FROM: Lucy Hakobian, Community Services Director

PREPARED BY: Melissa Snyder, Community Services Deputy Director

SUBJECT: **DISCUSSION OF THE SAN PASCUAL STABLES**

Recommendation

It is recommended that the Commission engage in a discussion to gather relevant and insightful questions that will guide a presentation by the San Pascual Stables Operator at the Community Services Commission Meeting on September 8, 2025.

Background

The San Pascual Stables, located within the historic Arroyo Seco in South Pasadena, has long served as a key community asset, offering equestrian-related services and programs to local residents. The current lease agreement between the City of South Pasadena and the operator of the stable is set to expire in 2029. At the request of the Community Services Commission Chair, this item has been added to the agenda for discussion.

Analysis

To facilitate the conversation, staff have outlined potential topics of interest:

- Financial sustainability of the stables, including revenue generation and cost management.
- Maintenance and improvements to the stables, including environmental considerations and any current or upcoming renovation projects.
- Community involvement and access: Are there any programs or initiatives to increase participation from local residents or community groups?
- Plans for the future: What are the operator's long-term goals for the golf course? Are there any challenges they foresee in maintaining the stable's viability?
- Any issues or concerns from community members related to the stables.

Commissioners are encouraged to discuss these and any additional topics. Questions should be submitted in email by May 30, 2025.

Next Steps

Commissioners should submit questions in email by May 30, 2025. A comprehensive list will be incorporated into the Operator's presentation.

Fiscal Impact

There is no immediate fiscal impact associated with this discussion. Any financial considerations related to the discussion will be addressed as part of the budget development process.

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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Lease Agreement for San Pascual Stables
2. San Pascual Stables April 2025 Financial Report

ATTACHMENT 1

Lease Agreement for San Pascual Stables

CONCESSION LEASE AGREEMENT

THIS CONCESSION LEASE AGREEMENT is entered into as of February 19, 2018 between the CITY OF SOUTH PASADENA, a California City (City), whose address is 1414 Mission Street, South Pasadena, CA 91030, and SPS LLC, a California limited liability company ("Concessionaire"), whose address is 900 S Figueroa Street #603, Los Angeles, California 90015. The parties hereby agree as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants, and conditions herein, City hereby grants to Concessionaire, the exclusive lease to operate the equestrian boarding concession facility, San Pascual Stables ("Concession" or "SPS") at Arroyo Seco Park, signed by the parties, and incorporated herein, subject to the following terms and conditions.

1. PREMISES

That City, in consideration of the payment of concession fees hereinafter specified to be paid by Concessionaire and of the covenants and agreements herein contained to be performed and observed by Concessionaire, does hereby lease to Concessionaire for the purposes hereinafter specified that certain property, the Concession ("the Premises"), in Arroyo Seco Park, and as more particularly shown in Exhibit "A".

2. TERM

This Concession Lease Agreement is for a term of ten (10) years (the "Original Term").

Upon mutual agreement between the City and Concessionaire, the City may extend the "Original Term" for an additional five (5) years (the "First Extended Term");, provided the Concessionaire has complied with and met all terms and conditions of the "Original Term" to the City's reasonable satisfaction. Upon mutual agreement between the City and Concessionaire, the City may extend the lease for an additional five (5) year term ("Second Extended Term"), provided the Concessionaire has complied with and met all terms and conditions of the "Original Term" and the "First Extended Term" to the City's reasonable satisfaction. City shall determine if the Concessionaire has met and complied with the Original Term conditions by review of the bi-annual evaluations performed by the Community Services Director of concessionaire's operation and compliance to the lease agreement terms and conditions, as provided in Exhibit K. Concessionaire will notify City no more than one hundred eighty (180) days nor less than ninety (90) days before the end of the existing term if it desires to extend the lease for either a "First Extended Term" or a "Second Extended Term." The City has sole discretion in determining whether to extend the lease and will consider whether the Concessionaire has complied with or made reasonable progress, in meeting all terms and conditions in the "Original Term." Reasonable progress shall be defined

as Concessionaire meeting the intent of the terms and conditions and adhering to the terms and conditions, subject to unforeseen circumstances beyond Concessionaire's control.

This Agreement shall be subject to early termination as follows:

- a. Upon at least one year's prior written notice to such effect by Concessionaire to City.
- b. Upon the failure of Concessionaire or its members to observe any of the requirements of this Agreement, after thirty (30) days' notice from the City that Concessionaire is in default. City may grant additional time to correct the default at its option.
- c. By City upon determination by its City Council that the Concession is a nuisance or public safety hazard, and Concessionaire fails to remedy the same within thirty (30) days after notice (or such longer time as may be reasonably necessary to remedy the same). The City Council shall have sole discretion to determine whether the Concession constitutes a nuisance or public safety hazard to other park users. Upon such a determination (and Concessionaire's failure to remedy the same), Concessionaire shall be given 30 days to remove all its property and repair any damage Concessionaire has caused.
- d. Upon the failure of Concessionaire to complete, to City's satisfaction, all repairs and restoration listed on Exhibit L of the historic residence described in Section 16 within 60 days from the date of execution of this Concession Lease, unless the repair and restoration time is otherwise extended by the City, and subject to time necessary for City's processing of necessary permits and approvals and Force Majeure Events (as defined in Section 43).
- e. Upon a reduction in revenues from the prior year of 20% or more persisting for a six month period of time.
- f. Upon any changes required by law regarding a material change in use of the Property.

3. LEASE FEES

A. Concession Lease Fee. For the "Original Term", Concessionaire shall pay to City as the Concession Lease Fee, without deduction, set off, or demand, the sum equal to the following percentage of Concessionaire's Gross Receipts, as defined in Section 3.D, for the prior calendar month the sum equal to 6% of Concessionaire's gross receipts upon the Premises. For the "Extended Term", if granted by the City, Concessionaire and City shall negotiate the percentage fee at the time of the extension.

B. Capital Improvement Fund Fee.

In addition to the percentage Concession Lease Fee paid during the term pursuant to Section 3.A and the ongoing regular maintenance required by this Agreement, Concessionaire agrees to pay into the San Pascual Stables Capital Improvement Fund for "Major Maintenance", and "Capital Improvements to Structures or Fixed Assets" (each as defined on Exhibit B) at the Concession, during the "Original Term" the sum equal to two and three quarters percent (2.75%) of Concessionaire's gross receipts upon the Premises for the prior calendar month. If City grants the "Extended Term" the percentage fee for the Capital Improvement Fund shall be negotiated at the time of the extension.

City will account for these funds in a separate account designated as "**San Pascual Stables Capital Improvement Fund**" and maintain adequate records thereof. These funds are solely for Major Maintenance and Capital Improvements to Structures or Fixed Assets at the facility as defined in Exhibit B. Concessionaire acknowledges that they possess no right, title or interest in these funds other than to help administrate pursuant to this Section.

Following the first whole or partial month of the term hereof, Concessionaire shall furnish to the City by the 20th day of each month, a verified statement of its total gross receipts for the preceding month along with the Concession Lease Fee and Capital Improvement Fund Fee for that period.

The Monthly Gross Revenue Report (Exhibit J), Concession Lease Fee, and the Capital Improvement Fund Fee shall be mailed to:

**City of South Pasadena
Attn: Finance Department
1414 Mission Street, South Pasadena, CA 91030**

C. Late Charge. If any installment of the Concession Lease Fee or the Capital Improvement Fund Fee due from Concessionaire is not received by City when due, Concessionaire shall pay to City an additional sum of 10% of the overdue concession fee as a late charge, however Concessionaire shall not be liable for a late charge where payments are late due to a Force Majeure Event, as defined by section 43. Acceptance of any late charge shall not constitute a waiver of Concessionaire's default with respect to the overdue amount or prevent City from exercising any of the other rights and remedies available to City.

D. Gross Receipts. Concessionaire is required to recognize its revenue with a cash basis accounting method. The term "gross receipts" herein shall include the total aggregate amount of the business done, sales made, rentals, commissions received, and services performed by Concessionaire, such as, but not limited to, all income from

boarding operations, training fees, instruction fees, riding academy, summer camp registration (except the registration taken at the City), facility rentals for parties or weddings, all food and vending sales, filming on the premises, temporary boarding, independent lessons and any other activity for which fees are charged or revenue is received for services rendered in, on, or from the Premises for cash and on credit (it being understood that sales on credit are to be included in gross receipts when cash, or a check, is actually received by Concessionaire). Such revenue shall be reported on the form contained in Exhibit J, attached hereto). Gross receipts shall not include the amount of any tax on sales from the Premises where such taxes are added to the selling price, stated separately, and paid by Concessionaire's customers, and remitted directly to the taxing authorities by Concessionaire.

- i. Concessionaire will maintain detailed records regarding lessons, training and commissions earned by retaining independently verifiable written reports that show date, name of participants, amount collected, and keep a comprehensive all-inclusive calendar of events and class rosters for at least for five (5) years from the date of services rendered, to substantiate accuracy of Concessionaire's reported gross receipts as described in Section 3.D. These records will be provided as back up to Concessionaire's Monthly Gross Revenue Report (Exhibit J) as required in Section 3.D.
- ii. Concessionaire's sales of its fixed assets, such as equipment, will not be considered part of gross receipts, except to the extent purchase of any fixed asset occurred through the Capital Improvement Fund. In addition, the sale of horses by Concessionaire, (as distinct from sales by boarders, trainers, or others), shall be included in gross receipts. If considered a revenue source, the net profit on the sale of a horse would be included in gross receipts. In addition, boarder reimbursement for actual costs or services, such as veterinarian fees or tack purchases, should not be included in gross receipts. However, if the Concessionaire adds a "handling or service" fee to the actual costs, then this "handling or service" fee shall be included in gross receipts.
- iii. Use of horses owned by boarders for program purposes, whereby Concessionaire gives rent credit (reduced boarding rent) to the boarder for use of their private horse in Concessionaire's programs, activities, or events, shall be reported in the backup records required in 3.D.i and provided to City as required in Section 3.D. This record shall indicate the full rent due for the month less the rent credit (amount of reduced rent) given the boarder for the use of their horse during the month. For liability and security purposes, the Concessionaire shall include language in the Concessionaire's boarding agreement, whereby the boarder agrees to the use of their horse by Concessionaire and the specific rent credit (reduced amount of rent) the boarder shall receive by agreeing to the use of their horse.

4. CAPITAL IMPROVEMENTS

By February 1/August 1, Concessionaire will prepare and submit to the Director of Community Services a "Capital Improvement Fund" plan with projected costs each year with the Director of Community Services to obtain the necessary City approvals and prioritization. Concession major maintenance and/or replacement categories are listed in Exhibit "B". The minimum dollar amount for a project to be approved for this fund is \$1,000. No funding from the "Capital Improvement Fund," set forth in Section 3.B, shall be expended toward any projects listed in Exhibit "B" until all Exhibit "L" repairs and restoration of the historic residence have been completed to City's satisfaction.

No capital improvement fund activities shall begin without City's prior written approval. Work requiring design approval, specific plans and/or specifications, as appropriate, must be submitted to City and approved by City's Planning staff. Such review will be completed by City within ninety (90) working days of City's receipt of required documentation, with Concessionaire responsible to meet all reasonable requests for revision or amendment. Major Maintenance Repairs and Capital Improvements to the historical barn, historic residence or shed shall be in accordance with the City's Cultural Heritage Ordinance Chapter 2, Administration, Article IV.H.

Upon City's approval of a proposed Capital Improvement Project, it shall provide to Concessionaire applicable prevailing wage schedules. As required under the California Labor Code, labor funded from the Capital Improvement Fund and performed on the leasehold shall be compensated at such prevailing wage rates.

On the tenth day of the month following work on Capital Improvements, Concessionaire shall provide City with a "Capital Improvement Status Report" detailing Major Maintenance Repair and/or Capital Improvements worked on during the month and their anticipated completion date.

Upon completion of an approved capital project, the Concessionaire will submit to the Director of Community Services for reimbursement from the Capital Improvement Fund, a summary of project costs, original invoices, and copies of front and back of canceled checks to vendors. If the Concessionaire uses its own labor for these projects, time cards and payroll records must be submitted in accordance with Prevailing Wage Laws, as described in Section 5. The Director of Community Services will approve the expenditures and forward them to the Finance Department to process for reimbursement to the Concessionaire.

Any unexpended Capital Improvement Funds at the end of the lease shall become the property of City and shall be used to improve the Premises for continued operation. If the lease term is subject to an "Extended Term," the amount remaining in the Capital Improvement Fund shall be rolled over for use in such term.

5. PREVAILING WAGE REQUIREMENTS

Concessionaire is aware of the requirements of California Labor Code Section 1720, *et seq.* and Section 1770, *et seq.*, as well as the California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects on City property. If any maintenance, additions, or improvements performed would total \$1,000 or more, Concessionaire shall fully comply with such Prevailing Wage Laws. Concessionaire shall defend, indemnify and hold harmless the City, its elected officials, employees, volunteers and agents free and harmless from any claim or liability arising from any failure of alleged failure to comply with Prevailing Wage Laws.

6. RECORDS, INSPECTION and AUDIT

Concessionaire shall keep true and accurate books and records showing all of its income and expenses and business transactions in connection with the Concession in separate records of account in a manner reasonably acceptable to City, and City shall have the right through its representatives, and at all reasonable times, including any time during the five year period following the termination of the Agreement, to inspect and audit such books and records including Concessionaire's State of California sales tax return records, Federal and State income tax returns and Federal and State payroll tax reports. All Concessionaire's gross receipt deposits and cash disbursements related to the operation of the Concession shall be maintained in a separate bank account, and not commingled with revenue or disbursements to or from any other source. If City's inspection or audit of Concessionaire's records reveals that it has misreported the amount of actual revenue or disbursements by more than 5% within the relevant reporting period, Concessionaire shall reimburse City for the cost of such inspection or audit.

7. USER RATES AND AGREEMENTS

The rates and charges to users of the Concession are the responsibility of the Concessionaire and do not require approval of the City.

a. Rate Increases. Concessionaire shall not increase the user rates and/or institute any additional services and charges without first notifying the City. While the Concessionaire does not need City approval of rates and fees charged for services and programs, the City must first be notified at least 30 days prior to Concessionaire's intended effective date of the rate or fee increase.

b. Boarder Agreement. Boarder Agreements must include a non-discrimination clause as stated in this agreement Section 32. Concessionaire is responsible for submitting their Boarder Selection and Wait List Process to the Community Services Director by the first day of operation; any revisions to the Boarder Selection and Wait List Process must also be submitted to the

Community Services Director prior to implementation. Original boarding agreements must be retained for three (3) years after their expiration. The Boarder Selection and Wait List Process must be equitable and non-discriminatory. All boarders shall occupy space pursuant to the terms of their Boarder Agreement, Exhibit "C" which Exhibit is attached hereto and made a part hereof. **Boarders will not be allowed to sublet their stalls.**

The Boarder Agreement must contain a section whereby the Boarder may elect to allow Concessionaire to use their horse in Concessionaire's programs at the facility in exchange for rent credit (reduced rent) for their boarding unit(s). If Boarder elects to participate in allowing the Concessionaire to use their horse in Concessionaire's programs (or programs, activities, or instruction conducted by contract trainers or instructors), the specific amount of rent credit (rent reduction) must be specified in the Boarder agreement. Use by the Concessionaire, Concessionaire's trainers, or instructors, of a boarder's private horse without the express written permission of the boarder is prohibited and will be considered a violation of the Concession Lease Agreement with the City and may render the Concession Lease Agreement subject to early termination, unless the boarder specifically authorizes such use by initialing a statement in the Boarders Agreement giving permission to Concessionaire, or Concessionaire's staff, trainers, instructors, and students permission to use their horse.

c. Emergency Cooperation. The Concessionaire must cooperate with City during special events or other unanticipated eventualities. During an emergency whereby horses or other animals from other areas may need to be housed at the stables, the fee for boarding such horses must be approved by the Director of Community Services, or his/her representative, for the City of South Pasadena. Concessionaire shall notify the Director of Community Services, or their representative, immediately upon receiving a request for temporary boarding of horses or other animals at SPS. Temporary boarding fees will only be approved by the City if, in the sole opinion of the City, they represent a fair charge for services needed to board the animals during the unanticipated emergency. It shall be the responsibility of the Concessionaire to justify the requested temporary fee for boarding to the Director of Community Services.

8. CONDITION OF PREMISES AND EQUIPMENT

Concessionaire acknowledges and agrees that the Premises, other than the historical residence as described in Section 16, are in good and tenantable condition. Concessionaire further acknowledges that the equipment to be provided by City is in good operating condition. Concessionaire shall accept the Premises and equipment to be provided by City in their presently existing "as is, where is" condition and agrees that City shall not be obligated to make any alterations, additions or improvements thereto.

9. USE OF THE PREMISES

Concessionaire shall use the Premises to operate, manage and maintain the service operations for the public described below in this Section upon the terms and conditions of this Agreement and for no other purposes:

- a. A full service equestrian boarding facility for the public, open daily, including but not limited to, horse boarding, group and individual instruction for adults and youth, guided rental rides, community outreach programs targeted to city youth to provide horse related activities, facility rentals for horse shows, special events, birthday parties, filming, and other programs consistent with or complimentary to an equestrian center (for example, horse care clinics, educational, instructional and other services consistent with an equestrian center; tack shop; etc.). The lesson program should offer a variety of trainers that meet the needs of boarders first, and second provide training and access opportunities for others to the site and park trails. Trainers must meet the necessary insurance requirements, set forth in Section 29. Concessionaire shall make its best effort to work with City staff and community youth organizations to introduce local youth to equestrian activities through such programs and activities as summer equestrian camps, Boy Scout and Girl Scout merit badge programs, school field trips, offering group lessons for local nonprofit youth organizations, youth birthday parties, and special open house events planned in coordination with City staff for community youth. Tenant must use its best efforts in good faith to accomplish actions i. through ix.
 - i. Collaborate with the City of South Pasadena, the South Pasadena Unified School District, the local YMCA or other recreation or youth organizations to develop equestrian programs that would complement the activities of such organization including, but not limited to, developing and expanding annual summer camps involving boy and girl scouting-type programs;
 - ii. Tenant shall provide an annual written report to the Parks and Recreation Commission due the fifteenth (15th) day of November of every lease year describing in detail how actions i through v were accomplished by Tenant, and how Tenant's best efforts in good faith resulted in accomplishments regarding items I through ix; and,
 - iii. Establish and maintain annual scholarship opportunities for economically disadvantaged youth and seniors;
 - iv. Create an open trail rental program where members of the community could ride a horse in the Arroyo on an hourly basis either individually, as part of a group, or with a guide knowledgeable of the Arroyo;
 - v. Create a facility rental program where individuals or groups could rent facility for planned activities to include, but not limited to: parties, birthdays, weddings, etc.;

- vi. Develop and maintain an equestrian program that would target people with disabilities;
 - vii. Support fundraising events for community outreach;
 - viii. Develop a marketing program to increase participation in the programs offered and enhance full boarding occupancy; and,
 - ix. Encourage and facilitate regular boarder meetings as a community event and to solicit feedback regarding the operation of the Premises.
- b. Open daily, offer hours of operation consistent with a public equestrian center, sufficient for the operation of a full-service equestrian center.
- c. Improve the premises to maximize accessibility, general safety and overall appearance. The Concessionaire will make reasonable access accommodations and comply with all the city, state and federal laws relating to access for people with disabilities.
- d. Assume all regular maintenance, upkeep and operational obligations for the property to City standards as outlined in the Stable Operations Facility Maintenance Guidelines (see Exhibit "D") and at no cost to the City. Further, no reimbursement from the Capital Improvement Fund may be made for regular maintenance as defined in Exhibit B.
- e. Provide and maintain a Manure Management Plan that allows no more than 80 cubic yards of manure on the property at any time, must be under the roof of the manure bin, and meets the regulations for drainage on the property (see Exhibit "E").
- f. Provide a 24 hour/7 day per week presence (by either Concessionaire, an employee or person acting on behalf of Concessionaire) on the site to operate the facility and respond to emergencies on a daily basis. Provide emergency contact numbers for emergencies.
- g. Concessionaire agrees to hold routine Boarder meetings or publish digital newsletters at least quarterly to keep tenants informed of current activities, issues of concern, future plans, projects, etc.

10. BOARDER SELECTION AND WAITING LIST

The Concessionaire shall establish guidelines with an equitable means for choosing boarders and establishing a waiting list, and submit it for approval to the Community Services Director. The City abides by all state and federal nondiscrimination laws in regards to the use of its park facilities and this obligation is also applicable to Concessionaire.

11. CONCESSIONAIRE'S USE OF BOARDING UNITS

Concessionaire shall use no more than 25% of each type of available boarding units for boarding of Concessionaire's own horses or those of its trainers and instructors. For boarding units whereby the Concessionaire gives reduced rent to trainers or instructors in exchange for in-kind services (such as teaching or performing maintenance or security functions) the reduced rent shall be the amount of income reported in the Concessionaire's gross receipts. The Concessionaire's monthly gross receipts report shall clearly detail which units are used for Concessionaire's horses whereby no rent income is reported and those units used for trainer or instructor horses whereby partial rent is received.

Use of horses owned by boarders for program purposes, whereby Concessionaire gives rent credit (reduced boarding rent) to the boarder for use of their private horse in Concessionaire's programs, activities, or events, shall be reported in the backup records required in 3.D.i and provided to City as required in Section 3.D. This record shall indicate the full rent due for the month less the rent credit (amount of reduced rent) given the boarder for the use of their horse during the month. For liability and security purposes the Concessionaire shall include language in the Concessionaire's boarding agreement whereby the boarder agrees to the use of their horse by Concessionaire and the specific rent credit (reduced amount of rent) the boarder shall receive by agreeing to the use of their horse.

12. CITY'S USE OF BOARDING UNITS

Upon notification from the City, the Concessionaire must permit up to two horses for use by the City's Police Department, to be boarded at no cost to the City. The City agrees to pay Concessionaire's cost, including labor, associated with the feeding and care of its horses.

13. OTHER ACTIVITIES

Other or additional activities by Concessionaire shall require the prior written consent of City, which consent may be granted or withheld in City's sole discretion. City shall process Concessionaire's request in a timely manner, subject to established City approval processes, and shall endeavor to expedite such requests to the extent possible. Concessionaire shall comply with any and all present laws, general rules or regulations of City and any governmental authority now in force relating to sanitation or public health, safety or welfare and environmental matters relating to the condition, use or occupancy of the Premises during the Term. Such rules, regulations and policies of City may include, without limitation, containers for trash removal to aid in the control of rodents, flies, yellow jackets and other insects. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions within Concessionaire's responsibility. Concessionaire shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to the public.

14. RESTRICTED SALES AND USES

a. **Sales and Rentals.** City reserves the right to prohibit the sale, rental, or use by Concessionaire of any article or item which City regards as objectionable, of inferior quality, or beyond the scope of merchandise or equipment deemed necessary for proper services to the public .

b. **Containers.** Concessionaire and City shall from time to time review items sold and containers used or dispensed by Concessionaire; City prohibits the use of Styrofoam containers by Concessionaire (Muni Code 16.40.46, Ordinance No. 2305).

c. **Waste Reduction.** City prohibits the sale or use of non-recyclable containers or plastics (Muni Code 16.31.39). No pull-top cans with removable tabs are to be used or sold by Concessionaire. City will provide one (1) recycling container for cans and bottles. Concessionaire should manage all other various materials - beverage containers, mixed paper, cardboard, food waste and green waste as required by City's waste hauler and applicable state statute.

d. **Chemicals.** No pesticides, herbicides or fungicides may be used or sold by Concessionaire on the Premises that are not approved in writing by City in advance of proposed use or sale.

e. **Storage.** Concessionaire shall not store food, supplies, equipment or other items outside of a structure on the Premises, except as specifically approved in writing by City in advance of such storage.

f. **Private Vehicles.** Concessionaire's personnel may drive private vehicles into areas of the Park restricted to non-City vehicles only as required for loading and unloading items used to operate the Premises. Operation of such vehicles shall be subject to regulations established by City from time to time. Concessionaire's personnel may park private vehicles on site that are needed and used in Concessionaire's approved operation.

g. **Noise.** Concessionaire shall not install, use, or permit to be operated or used on the Premises any public address equipment, television equipment, juke box, radios, loudspeaker, or other equipment producing noises that can be heard outside the Premises or in violation of Municipal Code Chapter 19A, except as approved in writing by City in advance of such operation and use.

h. **Electric or Non-Petroleum Powered Equipment.** City policy is to replace all gas and diesel powered equipment used to maintain city property with clean energy powered equipment, such as electric, battery, hydrogen fuel cell, or other approved clean energy technology. When Concessionaire replaces existing power equipment, it shall be replaced with clean power equipment if available. Concessionaire shall make its best effort to use only electric lawn mowers and weed wackers in its maintenance operations and shall provide a written explanation to City if it fails to do so. Concessionaire shall replace tractors with hybrid tractors when purchasing new tractors. If, in the City's opinion, the Concessionaire is not making a good faith effort to comply with City Green Policy, the City may consider this a breach of the agreement and place the Concessionaire in default subject to Section 31.

15. FACILITIES AND EQUIPMENT PROVIDED BY CITY

Upon commencement of the Term, City shall provide the following:

- 120 New Barn Box Stalls
- 22 Historic Barn Box Stalls
- 24 Pipe Stalls
- One 125' x 250' lighted arena
- One 110' x 250' lighted arena
- One 60' x 120' lighted arena
- Three turnouts
- Historic residence and shed
- Two sets of lighted crossties
- Outside Pipe Crossties
- Two Hitching posts
- Six-horse wash racks

City shall provide hookup for electrical, telephone, sewer, and potable water service at the existing locations at no cost to Concessionaire; however, Concessionaire shall be responsible for payment of all utilities (including, but not limited to electric, gas, water, solid waste removal) used at the Premises. Electrical service at these locations shall be 100 and 200 amp. Any future utility hookups deemed necessary by City in its sole discretion will be provided by the City.

16. FACILITY HISTORIC RESIDENCE

There is a historic residence, shed, and barn on the premises. The historic residence and shed were allowed to fall into disrepair and suffered from lack of required maintenance during the term of previous Concessionaire stewardship of the San Pascual Stables property. Accordingly, as a priority project under this Agreement, Concessionaire, at its sole cost, shall complete all repair and restoration of the historic residence as required and specified in Exhibit "L" within 60 days of execution of this Agreement, subject to the necessary time for City permitting and approvals. Concessionaire shall install smoke alarms within each sleeping room and outside of each sleeping room within the hallways of the residence; carbon monoxide detectors shall be installed outside of each sleeping room, within the hallway on each level of the residence, as required by state law. City shall be responsible for the cost and installation of central heating for the historic residence. Should the Concessionaire's repair and restoration work and the City's installation of central heating require temporary relocation of Concessionaire's employee and family, Concessionaire shall be responsible for all such relocation costs.

Upon completion of required repairs and restoration of the historic residence, for the term of this Agreement only, Concessionaire or an employee of Concessionaire may occupy the repaired and restored historic residence for the purpose of providing management and security for the Premises. Such occupancy shall terminate upon

termination of the term of this Agreement. Concessionaire is required to leave the residence in a clean and reasonable condition. If not, City shall have the right to bill the Concessionaire for excessive cleaning and repair of the residence. No person shall reside elsewhere on the premises without City's written permission.

If rent is collected by Concessionaire for occupancy by its employee of the residence, City shall have the authority to review and approve any such rental agreement, and this rent shall be included in gross receipts and fees shall be paid on this income. The historic residence shall be identified by the City as a low or very-low income unit in compliance with the City Housing Element, and any rental agreement proposed by the Concessionaire shall reflect this in the calculation of rent. Concessionaire shall be required to maintain the residence as an affordable unit for low or very low income occupancy and ensure compliance with the terms of any rental agreement, including termination of any occupancy. City may record an affordability covenant on the property restricting the historic residence to occupancy by a low or very low income qualified tenant. Under no circumstances shall any tenant or occupant be permitted to continue to occupy the residence after the termination of this Concession Lease Agreement. Should any occupant refuse to vacate the residence upon notice of termination of tenancy, Concessionaire shall be required to immediately pursue eviction proceedings, including obtaining a writ of possession in unlawful detainer, at its sole cost.

The historic residence, shed, and historic barn are local landmarks and must be kept in good condition. No demolition, alteration, or improvements can be made to the residence, shed, or historic barn without written permission of the City and approval pursuant to the City's Cultural Heritage Ordinance. Concessionaire shall follow the building maintenance standards in Exhibit "D". All Major Maintenance and/or Capital Improvements to the historic residence, shed, and barn must be in compliance with all applicable local, state, and federal building and safety codes and the State Secretary of Interior Standards. City shall have the right to enter and inspect the residence by giving a minimum of 24 hours' notice to Concessionaire. Failure to keep the historic residence maintained and in good repair throughout the term of this lease shall constitute a breach of the lease agreement and be subject to default proceedings under Section 40; provided, however, that if the historic residence or any other part of the Premises is, as of the date hereof, not in compliance with the current building code, Concessionaire is not obligated to expend its own funds to upgrade the historic residence to current building code standards. The State Historical Building Code will be the standard for repairs to the historic residence whenever possible; Concessionaire is not responsible to correct or upgrade pre-existing conditions with respect to any part of the Premises (except to the extent the same is an express obligation of the Concessionaire pursuant to Exhibit L).

17. FACILITIES AND EQUIPMENT PROVIDED BY CONCESSIONAIRE

Concessionaire shall provide, at its own expense, other equipment, as needed, which equipment is not provided by City. This equipment will remain the property and responsibility of Concessionaire who shall obtain written approval of City prior to providing any other equipment that Concessionaire deems to be necessary for

the good and proper operation of the recreation area. Concessionaire will pay for gas and electric, burglar alarms, garbage pickup, and water service.

18. PROMOTION; SIGNS

Concessionaire shall not display any signs whatsoever within Arroyo Seco Park or on the Premises without the prior written consent of the City. Application for such consent shall show in reasonable detail the type, character and size of any such sign Concessionaire desires to display. City agrees not to withhold nor delay approval of reasonable requests for signs.

Concessionaire shall maintain a website for San Pascual Stables that provides a link to the City of South Pasadena website, and City, upon approval of Concessionaire's website, shall provide a link on City website to San Pascual Stables website.

Concessionaire shall maintain one or more bulletin boards for posting notices, hours of operation, fees, safety regulations, information about activities on the Premises and may distribute pamphlets or brochures describing the services and activities available on the Premises. All promotional materials shall contain the reference "San Pascual Stables a CITY OF SOUTH PASADENA facility" in not less than 12 point font.

19. PROTECTION OF PARK AND GENERAL PUBLIC USE

It is recognized by Concessionaire that the premises are within a City Park, owned, operated and maintained by the City, as an essential part of its system for furnishing park and recreation opportunities for the inhabitants of the City. This site is located in the Arroyo Seco and is habitat for species of birds, mammals, and plants. Concessionaire agrees to cooperate with the City to protect lands of the City from destruction by erosion, fire or improper use, and to protect the flora and fauna within the Park, as well as the area assigned to Concessionaire and to protect the public at all times from hazards. The provisions of this Agreement shall at all times be considered in order to accomplish the above-mentioned objectives.

All Concessionaire-sponsored activities and participating individuals are subject to the provisions of the City of South Pasadena's codes and ordinances and Concessionaire agrees to abide by all rules and regulations therein. Accidents that occur on the Premises must be reported to the City within 24 hours.

Concessionaire is granted authority to develop, administer and regulate the activities of trainees and others using the Premises pursuant to posted rules and regulations governing use of the Premises and use of the adjoining parkland. All such rules and regulations must be approved in advance in writing by the Director of Community Services and shall not conflict with City Council policy and other rules and regulations established by City. City ordinances and rules and regulations shall take precedence. Concessionaire shall post all rules and instruct customers on the safe use of the concession.

In the case of abuse of the facility or unsafe actions on the part of any person(s), Concessionaire shall courteously and respectfully point out such abuse or unsafe action and request that such person(s) refrain from so doing. Should such action persist or in the case of any dispute, the matter shall be promptly referred to the Director of Community Services or, in case of present danger, to a City Police Officer.

Concessionaire shall cooperate with the City at such time the City decides to implement riding trail improvements along the Arroyo Seco for public use. Concessionaire understands that the northern boundary of the concession property along the Arroyo Seco and the eastern driveway boundary, is designated for future trail development by the City. Development of the trail in these areas may alter the boundary line of the concession property to meet width standards for the trail system. Concessionaire agrees to any modification of the perimeter boundary line necessary to develop the public trail. Concessionaire acknowledges that the trail will be a public trail and is not included within the boundary of the stables concession property.

Concessionaire shall be responsible for maintenance of the perimeter fence along the concession property bordering the trail and separating the trail from the concession property, but not the actual trail maintenance.

20. SAFETY

While City shall provide the normal level of public safety services to the Premises that it supplies to the adjacent and other parkland areas, Concessionaire shall be responsible for having adequately trained personnel on hand during hours of operation as required to perform foreseeable needs for maintaining an orderly operation, protecting visitors, on the Premises and providing emergency response in the event of accident or fire, including first-aid assistance on the Premises. Concessionaire agrees to instruct its personnel to use all reasonable efforts to notify City's Police Department in the event of emergencies or other significant disturbances.

No Special Events will be conducted by Concessionaire without prior approval by the City. In order to insure the safety of the public, these safety precautions will be followed at all times:

a. Smoking. Smoking will be strictly prohibited on the Premises and the surrounding area.

b. Reporting Accidents. All injury accidents shall be reported to the Director of Community Services within 24 hours.

c. Fire Protection. Concessionaire shall take all necessary precautions to prevent fire in or about the Premises, and Concessionaire shall carefully observe all rules of City relative to fire prevention. Concessionaire shall, at its expense, install and maintain such fire prevention and firefighting practices and equipment as may be specified or required by the City or any other agency having jurisdiction to regulate fire prevention measures at the Premises.

d. Hazardous Substances. No goods, merchandise or material shall be kept, stored, or sold in or on said Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon, and nothing shall be done on said Premises, other than as is provided for in this contract, and no machinery or apparatus shall be used or operated on said Premises which will, in any way injure said Premises or adjacent buildings. Gasoline and other flammable material shall be stored, handled, and used by Concessionaire as required by present or future regulations and laws.

Concessionaire represents and warrants to City that Concessionaire will not generate, store, release or dispose of any hazardous materials on, under or about the Premises in violation of any hazardous substance laws (as defined below). Concessionaire shall indemnify, defend and hold City harmless from any costs, losses, claims, damages, penalties and liabilities arising from Concessionaire's generation, storage, release, or disposal of any hazardous materials on or about the Premises. The provisions of this section will survive the expiration or termination of this Agreement.

For purposes of this Agreement the term "Hazardous Materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances, including, but not limited to petroleum and petroleum by-products, by any law or statute now or after this date in effect in California; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

21. EMPLOYEES-PERSONNEL.

All persons employed or utilized in connection with the operation of the Premises, including relatives, shall be adequately trained for such purposes, shall be courteous, shall be suitably and neatly attired so as to be recognizable as employees of Concessionaire, and in no event shall any such person be under the age of sixteen (16) years. If in the reasonable judgment of City, any such person is incompetent, disorderly, discourteous, or otherwise objectionable, such person, including relatives, shall be discharged or reassigned to a non-City facility upon Concessionaire's receipt of written notice from City's Community Services Director to such. Concessionaire shall devote his/her own time and attention to the conduct of the services to be rendered on and from the Premises to the extent reasonably required to ensure such standards of operation called for in this Agreement.

Concessionaire shall insure all employees who supervise minors meet the provisions of the Public Resources Code, Section 5164, Exhibit "F" which is attached hereto and made a part hereof, that Concessionaire will require employees or contractors that have direct supervision over or conduct programs with minors, to be fingerprinted.

22. SUGGESTIONS-GRIEVANCE COMPLAINT PROCEDURE

Concessionaire agrees to install, maintain and operate the following suggestions-complaint procedure for the Concession. Concessionaire shall post and keep posted on the office reception room bulletin board the following notice:

Suggestions - Complaint Procedure

"Any person desiring to present any suggestion or complaint concerning the operation or condition of the San Pascual Stables shall present same verbally to the Concession Manager. If satisfaction is not obtained, the suggestion or complaint shall be followed up in writing to the Concession Manager, with a copy to be mailed to the Director of Community Services, CITY OF SOUTH PASADENA, 1414 Mission Street, South Pasadena, CA 90130."

Subject to the provisions of the Agreement, both City and Concessionaire shall in good faith endeavor to respond positively and favorably to such suggestions and complaints.

23. LICENSES

Concessionaire shall, at its expense, obtain from time to time and shall be in possession of and display such licenses, permits or certificates issued by Federal, State or County authorities certifying that the business operations, equipment, facilities, products on sale and methods of preparing, serving and selling thereof all meet current health and sanitation regulations, as well as all necessary business licenses and permits.

24. CONCESSIONAIRE'S MAINTENANCE OBLIGATION

Concessionaire shall maintain any and all concession structures (including the historic residence, shed and historic barn), facilities, improvements, and equipment on the Premises in good order and repair, at Concessionaire's cost and expense, during the entire term. Concessionaire shall perform, at Concessionaire's own expense, any required maintenance and repairs, including small structural maintenance.

No reimbursement from the Capital Improvement Fund may be made for such required maintenance and repairs; other than for City-approved Major Maintenance and Capital Improvements as outlined in Exhibit B. Should Concessionaire fail, neglect or refuse to do so, the City shall have the right, but not the obligation, to perform such maintenance or repairs for the Concessionaire's account, and the Concessionaire agrees to promptly reimburse the City for the cost thereof, provided, however, that the

City shall first give Concessionaire 30 days' written notice of its intention to perform such maintenance. City shall not be obligated to make any repairs to or maintain any improvements on the subject Premises unless otherwise required by this Agreement.

City reserves the right of entry for its employees and agents to inspect the Premises as deemed necessary by City, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the park in which the Premises are located. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust concession operations in such a manner that City may proceed expeditiously.

Concessionaire expressly agrees, at its own cost and expense, to maintain and operate all of the Premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any and all present and future laws, rules or regulations of any governmental authority now or in the future having jurisdiction over the Premises. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions.

a. **Repair and Replacement by City.** City shall have the obligation to repair or replace to the extent the damage or destruction is caused, after the effective date of this Agreement, by the sole negligence of City.

b. **Repair and Replacement by Concessionaire.** Concessionaire shall have the obligation to repair or replace to the extent damage or destruction is caused by Concessionaire, or to the extent insurance proceeds are received by Concessionaire (which shall be held in trust by the City for such purposes), or to the extent that proceeds would have been obtained by Concessionaire if Concessionaire had been carrying the insurance required by this Agreement.

25. CONCESSIONAIRE'S SPECIFIC ONGOING "REGULAR MAINTENANCE"

In addition to the general maintenance required under Section 24 above, Concessionaire shall perform the following ongoing regular maintenance and repairs, improvements and programs in a prompt manner, without reimbursement from the Capital Improvement Fund (See Exhibit B):

- a. Keeping all signage on site up to date and in good condition so that it is easily readable and posted in plain sight locations where staff, customers, vendors, and visitors can easily observe the safety rules and policies of use at the facility.
- b. Establishing and maintaining a manure storage and removal program, where by no more than 80 cubic yards of manure may be on the premises at any time. Maintaining manure storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.

- c. Establishing and maintaining feed, stall chips, and hay storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- g. Cleaning waterers at least weekly, or more often, as necessary to prevent algae buildup and repairing waterers when needed.
- h. Twice daily cleaning of stalls and paddocks including manure removal, treating of urine spots with stall freshener, placement of sufficient ground shavings/chips, use of rodent bars, and maintaining the ground or flooring on a level basis, and avoiding runoff of water used to clean areas.
- i. Shaping or re-sloping outside paddocks and barns for improved footing and drainage at least annually.
- j. Clean and maintain food managers daily.
- k. Replace burned out bulbs and repair light fixtures promptly as needed.
- l. Clean restroom at least twice a day or more often as needed.
- m. Mow and remove weeds from exterior of barns, paddocks, arenas, picnic areas, and perimeter of the premises so that the grounds are free from weeds and fire hazard conditions. Annually, prior to June 15th of each year, Concessionaire shall conduct hazardous fuel reduction up to 100 feet around all structures on site in compliance with State of California requirements specified in Public Resources Code 4291.
- n. Maintenance of all landscaping and trees, to include trimming and replacement when needed subject to City's tree ordinance Chapter 34 of the South Pasadena Municipal Code.
- o. Repair perimeter fencing as needed.
- p. Monitor and control pest problems - pigeons, flies, etc. All pesticide use must be preapproved by the City's IPM coordinator. An annual termite inspection shall be required for the historic residence.
- q. Check all fire hoses regularly and outside water source for fire engines.
- r. Monitor and repair plumbing as needed.
- s. Keep all arenas well sprinkled to minimize dust.
- t. Regular horse health checks (2-3x's/day).
- u. Use of outdoor turnouts will be minimized during the rainy season (October 6 - April 15). Daily manure removal will be required for any turnout use during the rainy season.

- v. Maintain storm drains in accordance with Regional Water Quality Control Board guidelines.
- w. Keep all pathways through barns compacted and sprinkled to minimize dust.

26. CONCESSIONAIRE'S ALTERATIONS, ADDITIONS AND MAJOR MAINTENANCE

At any time during the term hereof, Concessionaire shall have the right, subject to prior written approval by City as hereinafter provided in **Exhibit B**, to construct alterations, additions and/or perform Major Maintenance, as well as Capital Improvements to Structures or Fixed Assets on the premises using the Capital Improvement Fund described in Section 3.B. to pay for such expense. Whenever Concessionaire desires to perform Major Maintenance, as defined in **Exhibit B**, construct alterations to structures or fixed assets, or add additional permanent amenities to the premises, it shall prepare specifications and working drawings and submit them to City for approval, which approval shall not be unreasonably withheld, provided that the proposed work will be of high quality, compatible with the purposes described and compatible in finish, color, and design with the existing structures on the Premises and the Park environment.

Upon expiration or termination of this Agreement, any alterations or additions to the Premises or to any structures located thereon, and all fixtures, shall remain upon the Premises and be surrendered to and become the property of the City, except that thirty (30) day prior to expiration or termination of this Agreement, Concessionaire shall ascertain from the City whether the City desires to have any such alterations removed from the Premises or have the Premises or any portion thereof restored to their condition as of the date of this Agreement. If City so desires, Concessionaire shall remove or restore same before the end of the term at no cost to the City.

27. TITLE TO IMPROVEMENTS

Concessionaire hereby acknowledges the title of City in and to the Premises described in this Agreement, including real property improvements existing or erected thereon, and hereby covenants and agrees never to assail, contest, or resist said title.

28. INDEMNITY

Concessionaire hereby waives all claims and recourse against the City, including the right to contribution for loss of damage by reason of death or injury to persons or damages to property, whether the person or property of Concessionaire, its agents or employees, or third persons arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the sole negligence or sole willful misconduct of City, its officers, directors, agents, or employees.

The provisions of this section shall survive the termination or expiration of this Agreement.

Concessionaire shall indemnify, hold harmless, and defend the City, and its officers, directors, agents and employees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees, penalties, judgments or obligations whatsoever for or in connection with injury (including death) or damage to any person or property or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by Concessionaire, including, but not limited to, Concessionaire's development, construction, occupation, use, operation, or maintenance of the concession, residence, Premises, or any facilities, including events occurring on or of the Premises or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of City, its officers, directors, agents, or employees.

Concessionaire shall require a signed waiver and release, on a form approved by the City, from any guest, invitee or person utilizing services provided by Concessionaire including by not limited to, any training, individual instruction for adults and youth, guided rental rides, community outreach programs targeted to city youth to provide horse related activities, facility rentals for horse shows, special events, birthday parties, filming, and other programs consistent with or complimentary to an equestrian center.

City shall have no responsibility to safeguard the equipment and property of Concessionaire or any of its invitees. City shall have no responsibility to safeguard or protect the Concessionaire, or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

In the event a claim is made against City or City is named a co-defendant in any action, arising out of, or in any way related to activity conducted by Concessionaire, Concessionaire shall immediately notify City of such fact, and at City's option shall either retain legal counsel of City's choice to represent City in such action at Concessionaire's sole expense or reimburse City for City's litigation costs, expenses and attorney's fees in undertaking to represent itself.

In the event a claim is made against both City and Concessionaire for joint and several liability, notwithstanding any apportionment of liability between City and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify and hold harmless City as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of City, its officers, directors, agents, or employees.

29. INSURANCE

Concessionaire shall carry during the term of this Concession Lease Agreement, at its own cost and expense, the following insurance:

a. **"All Risk"** property insurance of Concessionaire's property located at the Premises. City shall be named as "loss payee."

b. **General Liability** (Bodily Injury and Property Damage) including Premises and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Owners and Contractors Protective Liability in an amount not less than \$2,000,000 per occurrence and at least \$4,000,000 in the aggregate which amount may be satisfied through an umbrella policy.

c. **Fire/Property Insurance** on all improvements and equipment on the Premise. Standard Fire Insurance with extended coverage and vandalism and malicious mischief endorsements thereon, on all improvements on the Premise in an amount equal to 90% of the full replacements cost thereof, and insuring the interests of the City and the Concessionaire as same shall appear. Concessionaire and City agree, to extent permissible, that they will waive their rights to subrogate fire damage. The policy shall contain a special endorsement that the City shall be the loss payee and such proceeds shall be disbursed and used to repair or rebuild and such improvements so damaged or destroyed (if such course of action is required by this Agreement.

d. **Automobile Liability** (Bodily Injury and Property Damage) extending to owned, non- owned and hired vehicles and including contractual liability covering all liability assumed under the License in an amount not less than \$1,000,000 per occurrence.

e. **Worker's Compensation** as required by law and Employer's Liability with limits of \$1,000,000 per occurrence. The insurer will waive all rights of subrogation against City, its officials, directors, employees, agents and volunteers.

f. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and are subject to approval by City.

g. **Other Insurance Provisions:** The policy is to contain, or be endorsed to contain, the following provisions:

- i. Concessionaire shall endorse City, its officials, directors, employees, agents and volunteers as additional insured in its General Liability and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to City, its officials, directors, employees, agents or volunteers.
- ii. Concessionaire's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or

self-insurance available to City, its officials, directors, employees, agents or volunteers.

- iii. All endorsements to policies shall be executed by an authorized representative of the insurer.

h. All Coverages: Each insurance policy required by this clause shall be endorsed to state that City will be provided thirty (30) days written notice of cancellation or material change in the policy language or terms.

- ii. Insurance is to be placed with insurers with an A.M. Best's rating of no less than A- or better.
- iii. Concessionaire shall furnish City with certificates of insurance and endorsements to the policies evidencing coverage required by this License prior to the start of operations at the Premises. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Concessionaire's insurer in its normal course of business and shall be received and approved by City prior to execution of this License by City. City reserves the right to require complete, certified copies of all required insurance policies in the event of an insurance claim. The Concessionaire shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

30. WAIVER OF CLAIMS

The Concessionaire hereby waives any claim against the City, its officers, directors, agents, or employees for damage or loss caused in connection with or as a result of any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof or as a result of any judgment or award in any suit or proceeding declaring this Agreement null, void or delaying the same or any part thereof from being carried out.

31. WAIVER OF CONTRACT TERMS

No waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of City to re-enter the Premises or to exercise any right, power, privilege, or option or be accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein.

No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the City of any default. No option, right, power, remedy, or privilege of City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the City by this Agreement shall be deemed cumulative.

32. NON-DISCRIMINATION

The Concessionaire, its contractors, instructors, and members shall not discriminate because of sex, sexual orientation, race, religion, age, color, disability, or national origin, against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. Nor shall the Concessionaire or Concessionaire's employees or members publicize the accommodations, facilities, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, sexual orientation, race, religion, age, color, disability, or national origin. In the performance of this contract, the Concessionaire will not discriminate against any applicant because of sex, sexual orientation, race, religion, age, color, disability, national origin, or any other class protected by law.

33. TAXES

Concessionaire shall pay when due all taxes levied on personal property used or maintained upon the Premises and shall pay any possessory or use tax that may be levied in connection with use of the Premises, Concessionaire agreeing to indemnify and save City harmless from all taxes whatsoever arising out of or in any way connected to the operations conducted by Concessionaire upon the Premises.

34. PAYMENT OF DEBTS - NO LIENS

Concessionaire shall promptly pay all debts incurred by it for materials, supplies, equipment, merchandise or services used in or about or in connection with its business or operations, and the wages and salaries and payroll taxes of all employees employed thereon. Concessionaire shall permit no liens to be levied upon or to attach to any property used by it in the performance of this Agreement. Concessionaire shall pay before delinquency all license fees, taxes, and assessments imposed, levied or assessed upon items or upon any property used by Concessionaire in the performance of this Agreement or upon Concessionaire's possessory interest therein, upon Concessionaire's business or activity conducted hereunder or Concessionaire's right to conduct same, or based upon the proceeds of such business or activity.

35. ASSIGNMENT AND SUBLETTING

Concessionaire shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Concessionaire's interest in the

License or in the Premises, except as expressly permitted by the City pursuant to Section 15 (Facility Residence).

36. RIGHT OF ENTRY

Concessionaire agrees that City and its agents may enter upon the Premises at all reasonable times to inspect the same, and to fulfill any of the rights granted City under the terms of this Agreement, or otherwise to protect any of the rights of City and there shall be no liability against City for damages thereby sustained by Concessionaire nor shall Concessionaire be entitled to any abatement or reduction of rental herein by reason of the exercise by City of any such right herein reserved.

37. CONFLICT OF INTEREST

Concessionaire warrants and covenants that no official or employee of City nor any business entity in which an official or employee of City is interested; (1) has been employed or retained to solicit or aid in the procuring of this contract; (2) will be employed in the performance of this contract without the immediate divulgence of such fact to City. In the event City determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of City, Concessionaire, upon request of City, shall terminate such employment immediately. For breaches or violation of this section, City shall have the right both to annul this contract without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

38. CONCESSIONAIRE AS INDEPENDENT CONTRACTOR

It is expressly agreed that under the lease to operate the facility granted by this Agreement, Concessionaire shall be an independent contractor, and is not an agent or employee of City. Except as otherwise expressly limited by other provisions of this Agreement, Concessionaire has and shall retain the right to exercise full control and supervision of the operation of the facility, and full control over the employment, direction, compensation and discharge of all persons assisting Concessionaire in the operation of the facility under this Agreement. Concessionaire shall be solely responsible for all matters, and shall be solely responsible for Concessionaire's own acts and those of subordinates and employees.

39. NOTICES

Any notices required or permitted to be given under this Agreement shall be certified mail and addressed to respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice in writing to either party. Such notices shall be deemed delivered at the time mailed.

40. DEFAULT

The occurrence of any one or more of the following events shall constitute a material default of this License by Concessionaire.

- a. The vacating or abandonment of the Premises by Concessionaire.
- b. The failure of Concessionaire to make any payment of concession lease fees, capital improvement fund fees, or any other payment required to be made by Concessionaire hereunder, upon 30 days written notice from City of non-payment.
- c. The failure of Concessionaire to submit the required monthly reports as listed in Section 3.Di, upon 30 days written notice from City of failure to submit required reports.
- d. The failure of Concessionaire to observe or perform all of the covenants, conditions or provisions of this lease to be observed or performed by Concessionaire, upon 30 days written notice from City to Concessionaire. If the nature of Concessionaire's default is such that more than thirty days are reasonably required for cure thereof, then Concessionaire shall not be in default if Concessionaire shall commence such cure within the thirty day period and thereafter diligently prosecutes such cure to completion.
- e. The failure of Concessionaire to comply with any written order or directives relating to the Premises from any governmental entity within the time set forth in such order and all applicable appeal rights have been exhausted.
- f. If any petition is filed by Concessionaire under any section or chapter of the federal Bankruptcy Code as it may be amended from time to time and such petition is not dismissed within ninety days after the filing thereof; if Concessionaire becomes insolvent or makes a transfer in fraud of creditors; if Concessionaire makes a general arrangement or general assignment for the benefit of creditors; if a receiver, custodian or trustee is appointed for any of the assets of Concessionaire located at the Premises and the appointment is not vacated within ninety days.
- g. The discovery by City that Concessionaire has provided the City with any material false information.

41. REMEDIES

In the event of a material default by Concessionaire, City may:

- a. Terminate this Concession Lease Agreement in which case Concessionaire shall immediately surrender possession of the Premises to City and remove any personal property not then granted to the City.
- b. Take possession of the Premises as the agent and on account of Concessionaire, and if it so elects may lease or rent the whole or any part of

the Premises for the balance or any part of the term of this lease and retain any lease fees received and apply the same in payment on account of Concessionaire. The performance of any or all of said acts by City shall not release Concessionaire from the full and strict compliance with all of the terms, conditions and covenants of this lease on Concessionaire's part and Concessionaire shall pay any deficiency that may exist after deducting any lease fees received, if any.

- c. It is understood that the remedies herein provided for City in case of a violation of the terms of this lease by Concessionaire are not exclusive, but are in addition to the remedies provided by law or at equity, and any of which remedies City shall have the right to use at its option.

42. HOLD OVER

Any holding over after the expiration of the term of this Concession Lease Agreement, with the consent of City, shall be construed to be a rental from month to month on the same terms and conditions specified herein so far as applicable. City may terminate any hold over occupancy thirty (30) days written notice to Concessionaire.

43. FORCE MAJEURE

Neither Party shall be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred. A Force Majeure Event is defined as an act of God, such as, but not limited to fire, flood, earthquake, mudslide; an act of war; or acts or threats of terrorism, but does not include any such damage caused by either Party.

44. MODIFICATION OF AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent agree to modifications thereof or additions thereto in writing which are not forbidden by law. City shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

45. ATTORNEYS' FEES

Should either party bring any legal action or proceeding for the breach of any term, covenant or Condition of this Agreement, the Court shall award reasonable attorneys' fees to one or more of the parties therein based upon the degree to which each party prevails in such action or proceeding, as determined by the Court.

46. ADVICE OF COUNSEL

Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

47. MISCELLANEOUS

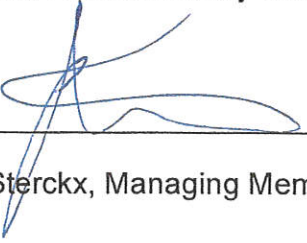
Headings are for convenience only and shall not be considered in the interpretation of this Agreement. This Agreement shall benefit and bind the successors and assigns of the respective parties hereto.

48. ENTIRE AGREEMENT

This Standard Concessionaire Lease Agreement constitutes the entire agreement between the parties regardless of any other representations that may have been made either orally or in writing.


IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the day first herein above written.

CONCESSIONAIRE
SPS LLC,
a California limited liability company

By 
David Sterckx, Managing Member

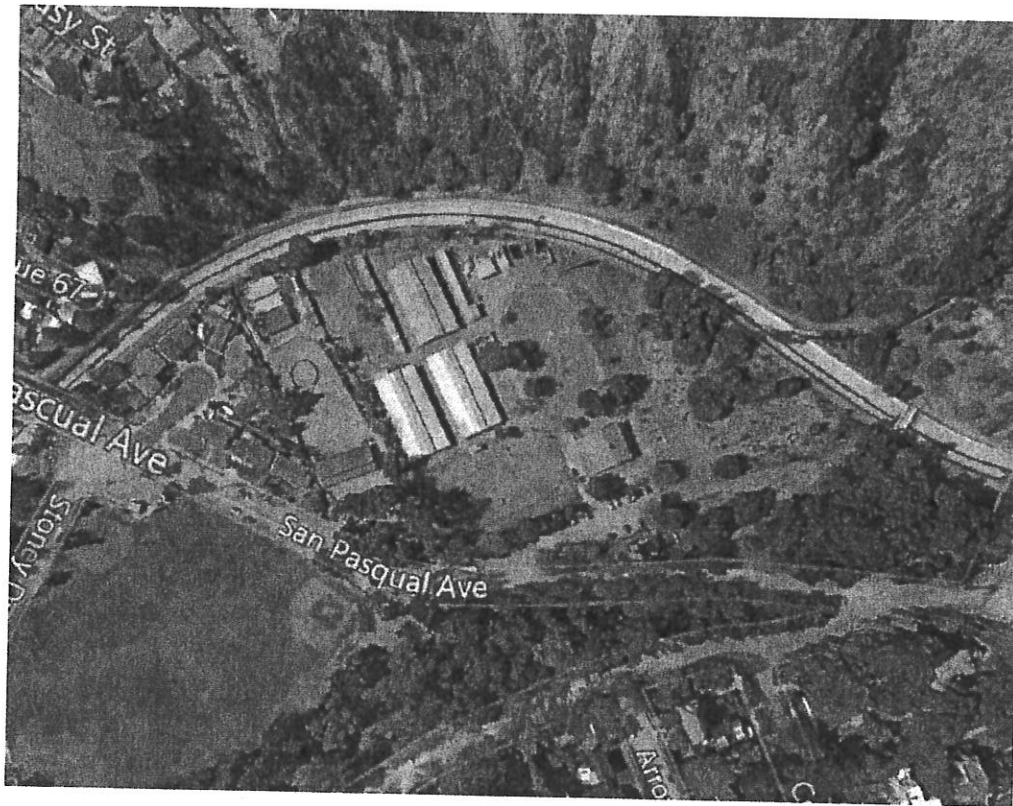
Date: 2/13/2019

CITY OF SOUTH PASADENA

By: 
Richard D Schneider, M.D., Mayor

Date: 2/19/2019

EXHIBIT A AERIAL MAP OF PREMISES



The proposed trail will run along the south side of the stables property from San Pasqual Ave to meet the Arroyo Seco then traverse north to meet with the Lower Arroyo Trail in Pasadena.



Proposed future trail

FENCE LINE

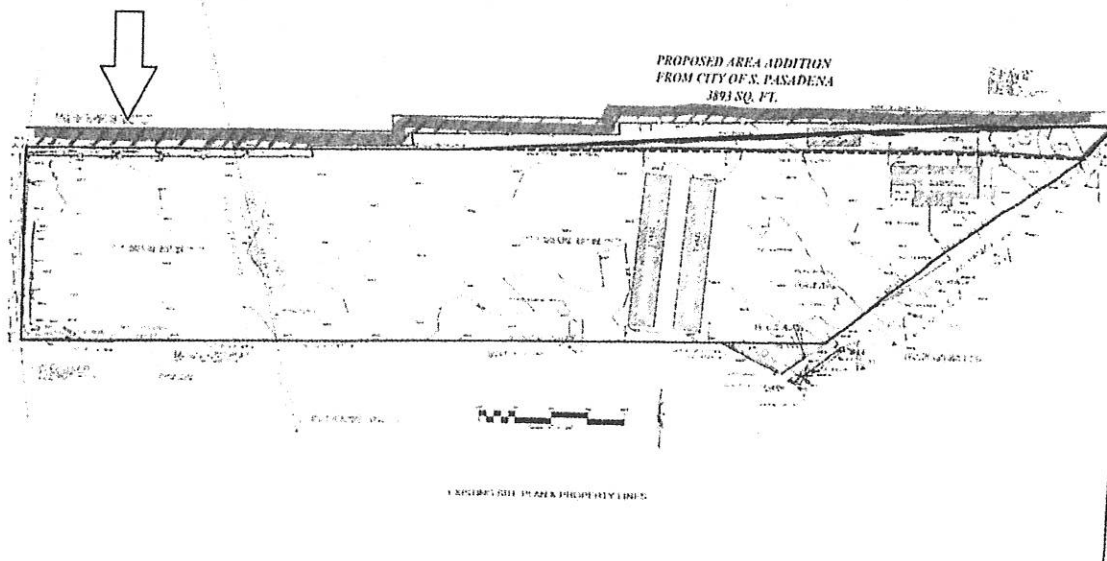


EXHIBIT B

DEFINITION OF "REGULAR MAINTENANCE", "MAJOR MAINTENANCE", AND "CAPITAL IMPROVEMENTS TO STRUCTURES AND FIXED ASSETS"

For purposes of determining what costs are eligible for reimbursement for the Capital Improvement Fund the following shall be the agreed definitions of what is "Regular Maintenance", "Major Maintenance", and "Capital Improvements to Structures and Fixed Assets". All regular maintenance costs are the responsibility of the Concessionaire and shall not be reimbursed from the Capital Improvement Fund. Major maintenance items may be considered by the City to be eligible for reimbursement from the Capital Improvement Fund if the City finds that the need for the "Major Maintenance" was not caused by neglect or failure of the Concessionaire to provide "Regular Maintenance", but rather from normal wear and tear, deterioration, natural disaster, or need to upgrade to meet new safety standards, and the cost is \$1,000 or more. All improvements in the "Capital Improvements to Structures and Fixed Assets" definition shall be eligible for reimbursement from the Capital Improvement Fund, as long as, the City gives its prior consent and approval for the improvement.

REGULAR MAINTENANCE

"Regular Maintenance" is defined as the costs necessary to maintain operations on the site in a safe and inviting condition and are those maintenance functions that are performed on a regular basis according to best practices in the industry. These functions include, but are not limited to, the following:

- Keeping all signage on site up to date and in good condition so that it is easily readable and posted in plain sight locations where staff, customers, vendors, and visitors can easily observe the safety rules and policies of use at the facility.
- Establishing and maintaining a manure storage and removal program, whereby no more than 80 cubic yards of manure may be on the premises at any time. Maintaining manure storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- Establishing and maintaining feed, stall chips, and hay storage bins that are covered and in an area raised or elevated above the natural fall line so as not to collect water from rain or run off.
- Cleaning waterers at least weekly, or more often, as necessary to prevent algae buildup and repairing waterers when needed.
- Twice daily cleaning of stalls and paddocks including manure removal, treating of urine spots with stall freshener, placement of sufficient ground chips, use of rodent bars, and maintaining level of the ground.
- Shaping or re-sloping outside paddocks and barns for improved footing and drainage at least annually.
- Clean and maintain food and water managers as required.
- Replace burned out bulbs and repair light fixtures promptly as needed.

- Clean restroom at least twice a day or more often as needed.
- Mow and remove weeds from exterior of barns, paddocks, arenas, picnic areas, and perimeter of the premises so that the grounds are free from weeds and fire hazard conditions. Annually, prior to June 15th of each year, Concessionaire shall conduct hazardous fuel reduction up to 100 feet around all structures on site in compliance with State of California requirements specified in Public Resources Code 4291.
- Maintenance of all landscaping and trees, to include trimming and replacement when needed. In compliance with Chapter 34, South Pasadena Municipal Code - the City's tree ordinance.
- Repair perimeter fencing as needed.
- Monitor and control pest problems - pigeons, flies, mosquitos, etc. All pesticide use must be preapproved by the City's Director of Public Works.
- Check all fire hoses regularly and outside water source for fire engines.
- Monitor and repair plumbing as needed.
- Keep all arenas well sprinkled to minimize dust.
- Regular horse health checks (2-3x's/day)
- Use of outdoor turnouts will be minimized during the rainy season (October 6 - April 15). Daily manure removal will be required for any turnout use during the rainy season and within 24 hours of any other precipitation.
- Maintain storm drains in accordance with Regional Water Quality Control Board guidelines.
- Keep all pathways through barns compacted and sprinkled to minimize dust.
- Use of all electric leaf blowers, weed whacker, trimmer, edger, hedger and mowers with the exception of tractors.

MAJOR MAINTENANCE

"Major Maintenance" is defined as the costs necessary to perform tasks above and beyond those of the "Regular Maintenance" required tasks to ensure safe operations on the site and meet the boarding or programming demand for the facility. These tasks are those major repairs or replacements that are needed to be performed on a periodic basis due to deterioration, obsolescence, safety reasons, or changes in City, County, or State codes. "Major Maintenance" tasks must cost a minimum of \$1,000, be preapproved by the City, and be made to structures or fixed assets on the premises. "Major Maintenance" items may include, but are not limited to, the following:

- Roof repair
- Arena, turnout, and paddock piping replacement
- Manure and Feed Storage Bin replacement

- Storm damage repair
- Grading and water collection structures required by code
- Barn remodel
- Residence remodel/code upgrades
- Parking lot resurfacing and restriping
- Arena lighting replacement
- Security lighting repair or replacement
- Shade structure replacement
- Major tree replacement
- Perimeter fence replacement
- Repair or replacement of concrete slabs
- Major utility upgrades

CAPITAL IMPROVEMENTS TO STRUCTURES OR FIXED ASSETS

Capital improvements to structures or fixed assets is defined as alterations, additions, or replacement of the permanent amenities fixed to the premises.

The following categories of capital improvements may receive reimbursement from the Capital Improvement Fund with City's prior consent:

1. Alteration or expansion of existing arenas or adding additional arenas
2. Adding additional barn or paddock space on the premises.
3. Complete replacement and installation of automatic horse watering equipment and new feeding devices.
4. Upgrading or additional boarder convenience facilities.
5. Construction of new facilities on the premises approved by the City.
6. New or additional fire protection system.
7. New or additional Arena lighting.
8. Security Lighting and Video Surveillance
9. Parking Lot expansion
10. Access and Right-of-Way Improvements

Additional major maintenance categories or capital improvement to structures or fixed assets categories may be recommended by Concessionaire or the City and established only upon City's written authorization in City's sole discretion.

All new acquired fixed assets that will become property of the City must be placed on an inventory list and a City identification number affixed, if possible. This will be the responsibility of the City.

Major Maintenance and Capital improvements to the historical house, shed, and barn shall be in accordance with the City's Cultural Heritage Ordinance Chapter 2, Administration, Article IV.H. Concessionaire shall provide City with a monthly Capital Improvement Status Report detailing Major Maintenance and/or Capital Improvements worked on during the month and status of completion timeline.

EXHIBIT C BOARDING AGREEMENT

**SAN
PASCUAL
STABLES**



221 San Pascual Avenue
South Pasadena, CA 91030
(323) 258-3999

BOARDING AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 20____, made between SAN PASCUAL STABLES, a partnership of the State of California, with its principal offices located at 5242 Napoli Court, Long Beach, California 90803-4800, hereinafter referred to as the "STABLE," and _____, telephone number _____, hereinafter referred to as the "OWNER,"

- Fees, Term & Location:**
In consideration of \$_____ per horse per month, paid by OWNER in advance on the first day of each month, STABLE agrees to board the herein described horse(s) at STABLE, located at 221 San Pascual Avenue, South Pasadena, California, in stable/paddock number _____, commencing on _____, 20____, on a month-to-month basis. Fees are considered past due on the seventh day of the month and will be subject to a five (5) percent late fee.
At boarding rates charged by STABLE may be changed upon giving thirty (30) days notice to OWNER.
- Description of Horse(s):**
Name of Horse(s) _____
Color _____ Height _____ Markings _____ Sex _____
- Feed and Facilities:**
STABLE agrees to provide adequate feed and facilities for normal and reasonable care required to maintain the health and well-being of the animal.
- Exercise:**
OWNER shall be solely responsible for the exercise of the animal(s) and it is expressly understood by OWNER that the horse(s) will not be exercised.
- Risk of Loss:**
During the time that the horse is in custody of STABLE, STABLE shall not be liable for any sickness, disease, injury, theft, death or injury which may be suffered by the horse(s) or any other cause of action, whatsoever, arising out of being connected in any way with the boarding of said horse(s). This includes, but is not limited to, any personal injury or disability the horse may receive while on STABLE's premises.
OWNER fully understands that STABLE does not carry any insurance on any horse(s) not owned by it for boarding or for any other purposes for which the horse(s) are covered under any public liability, accidental injury, theft or equine mortality insurance and that all risks connected with boarding or for any other reason for which the horse(s) are in the possession on the premises of the STABLE, are to be borne by OWNER.
- Hold Harmless:**
OWNER agrees to hold STABLE, its officers, agents and employees, and the City of South Pasadena free and harmless of any and all claims, demands, actions and costs or expenses in connection therewith, that may arise out of the services or use of STABLE'S facility. OWNER expressly waives any and all claims for compensation and releases and discharges STABLE, its officers, agents and employees, and the City of South Pasadena from any and all demands, actions and causes of action arising from any and all loss or damage sustained by any person or persons who assert that said loss or damage was the direct or indirect result of any act or action by the animal herein named.
- Emergency Care:**
STABLE agrees to attempt to contact OWNER should STABLE feel that medical treatment is needed for said horse(s) but, if STABLE is unable to contact OWNER, STABLE is then authorized to secure emergency veterinary and blacksmith care required for the health and well-being of said horse(s). All costs for such care required shall be paid by OWNER, and STABLE is authorized, at OWNER'S agent, to arrange direct billing to the OWNER.
- Shoeing, Worming & Vaccinations:**
OWNER agrees to provide the necessary shoeing and worming of the horse(s), and such expense for the same shall be the obligation of OWNER. STABLE requires that all incoming horse(s) be currently vaccinated and OWNER agrees to provide vaccinations for the horse(s) at appropriate time intervals and expense for same shall be the obligation of OWNER.
- Rules and Regulations:**
OWNER agrees to abide by all Rules and Regulations established by STABLE for the proper management and safety of STABLE, its boarders and users. These rules and regulations, which are posted and set forth on the reverse side of this agreement, are subject to change without notice and are made a part of this agreement by reference. Violation of established Rules and Regulations may be grounds for termination of the Agreement by STABLE giving OWNER thirty (30) days written notice.
- Restriction of Horse(s):**
No stallions of any age or pregnant or lactating mares with foal will be permitted to be boarded.
- Default:**
Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of any default by one party, the other party shall have the right to recover attorney's fees and court costs incurred as a result of said default.
- Assignment:**
This Agreement cannot be assigned by OWNER without the express written consent of STABLE.
- Notice of Termination:**
OWNER and STABLE agree that thirty (30) days written notice shall be given to the other party when terminating this Agreement.
- Right of Lien:**
OWNER is put on notice that STABLE has a right of lien, as set forth in the law of the State of California for the amount due for board and keep of such horse(s) described herein and also for such storage, and shall have the right to enforce as lien under the California Stablemen's Lien Law (California Civil Code, sections 3380 - 3385.23).
- General Release:**
I/we hereby agree to assume full responsibility and risk, from the use of the facilities at SAN PASCUAL STABLES, and further agree to hold SAN PASCUAL STABLES, the Corbett Partnership, agents, employees, instructors, trainers free from any and all damages or liability of any kind, for injury to person or property arising as a result of use of the facilities at SAN PASCUAL STABLES. Initials _____

THIS AGREEMENT is subject to the laws of the State of California.

Executed at _____	this _____ day of _____, 20____
By: _____ Signature	By: _____ Signature
Name, typed or printed: _____	Name, typed or printed: _____
Street No: _____	Residence Address, City and Zip Code: _____
City/State/Zip: _____	Billing Address, City and Zip Code: _____
Telephone No: _____	Telephone No: _____
Operated by the Corbett Partnership	Signature of parent or guardian if OWNER is under 18: _____ Social Security Number: _____

EXHIBIT D

STABLE OPERATIONS FACILITY MAINTENANCE GUIDELINES

Concessionaire will place a high priority on keeping its structures and public facilities well maintained and available to serve its customers and visitors.

Concessionaire will also view the stable infrastructure as a significant part of the public trust that must be properly maintained and operated to ensure a long and useful service.

Subject to the provisions in Exhibit B, Concessionaire shall maintain the premises according to the following standard guidelines:

BARN BUILDING/STRUCTURES GENERAL GUIDELINES

1. Siding is not cracked, broken, loose, rotted or missing sections.
2. Siding or other wood is not in direct contact with soil and no vines or plant material will be allowed to grow near, thus discouraging rot, loosening damage, and infestation by insects.
3. Stucco and masonry walls are free of chips, cracks, and efflorescence.
4. Paint does not exhibit signs of peeling, flaking, or blistering.

ROOF GUIDELINES

1. Surface is free from debris and overhanging tree branches and will remain structurally sound with no sagging beams or decks.
2. Decking is free of water intrusion, especially around roof vents and skylights.
3. Eaves are kept straight and rafter tails free of rot.
4. Roof is free from displacement, warping and moss.
5. Deteriorating or curling composition shingles will be replaced as well as loose, damaged, or missing wood shingles.
6. Flat surfaces are free of ponding, blistering or splitting.
7. Flashings are kept fastened, caulked and free of corrosion.
8. Gutters and downspouts are kept fastened and free of debris and corrosion.

FOUNDATION GUIDELINES

1. Structurally sound with no excessive cracking or bowing.
2. Walls are free of termite shelter tubes.
3. Sill plates are anchored to foundation for earthquake safety and are free of rot or insect infestation.
4. Area is clear of debris that would attract wood-destroying insects and pathogens.
5. Foundation is free of differential settlement or displacement.

Concrete pads are level, well drained and free of excessive cracks.

7. Crawl space entrances are operable and screened.
8. Foundation is adequately vented for proper air circulation.

FRAMING GUIDELINES

1. Wood is plumb and free of termites, insect damage and rot.
2. Steel beams and columns are free of rust and corrosion
3. Joists and girders are free of rot, deterioration and sagging.

DESIGN COLOR CONTROL GUIDELINES

1. Color control of all structures should be consistent with the original design concept.
2. The colors applied in the construction of new facilities, and in their maintenance thereafter, are approved by the City.
3. Buildings and structures should use only City-approved standard colors.

BUILDING INTERIORS GENERAL GUIDELINES

1. Free of damage attributable to accumulated moisture.
2. Clean and free of evidence of vandalism, unnecessary markings, excessive dirt, etc.

WALLS AND WALL COVERINGS GUIDELINES

1. Clean, dry and free from moisture damage.
2. Free from graffiti or markings and paint is free of cracking or peeling.

DOOR AND WINDOW GUIDELINES

1. Hung correctly and operable.
2. Equipped with necessary locking devices for security.
3. Caulked and free film cracks, chips, or missing sections.

FLOOR GUIDELINES

1. Structurally sound with no signs of displacement or sagging
2. Free from surface deterioration, excessive wear or safety hazards.

FURNISHING GUIDELINES

1. Safe, serviceable, and usable.
2. Clean and compatible and appropriate to their surroundings.

ELECTRICAL SYSTEM GUIDELINES

Wiring	<ol style="list-style-type: none"> 1. Electrical code compliant, insulation not frayed or damaged, and no open splices. 2. Panel box has ample service, correctly sized fuses, or circuit breakers, and is properly grounded. 3. Panels are accessible, obstruction free, and properly labeled.
--------	--

Fixtures, Lamps, and Appliances	<ol style="list-style-type: none"> 1. Contain the proper size elements (wattage) and operate properly. 2. Fixtures are appropriate for use and secure.
Outlets	<ol style="list-style-type: none"> 1. Not overloaded for rated carrying capacity. 2. Have cover plates. 3. Outlets in bathroom areas or areas directly adjacent to sinks should have ground-fault circuit protection.
Motors and Electrical Equipment	<ol style="list-style-type: none"> 1. Clean and operating within designed temperature and pressure settings.
SYSTEM GUIDELINES	

PLUMBING SYSTEM GUIDELINES

Licensee shall promptly notify director of Community Services of emergencies and work requests.

- i. Piping free from corrosion and leaks.
2. Fixtures functioning correctly and free from leaks.
3. Porcelain/ enamel fixture surfaces smoothed and free from chipping.
4. Drain, waste, and vents have tight fittings and free from odors.
5. Clean outs accessible with locations mapped.
6. Water heaters strapped, wrapped, and free of leaks, including pressure relief valves.

HVAC SYSTEM GUIDELINES

Maintained by Licensee

1. Components inspected annually.
2. Filters changed at least annually or more frequently as recommended by manufacturer.
3. No signs of leakage through ducts, vents, or roof penetrations.
4. Thermostats set for maximum energy efficiency and fully operational.

EXHIBIT E
SAN PASCUAL STABLES
MANURE MANAGEMENT PLAN

To comply with State and Federal water quality standards that protect streams and ground water, insure a clean stable operation, control odor, prevent insect and rodent infestation, store and dispose of horse manure in an enclosed covered storage facility so that not more than 80 cubic yards of manure remains on the property at any time, Concessionaire shall adhere to the following manure Management Plan.

A. Procedure for Cleaning Stalls and Pipe Corrals and Removing Manure

Stalls and pipe corrals shall be cleaned twice daily. First cleaning in the morning: wet spots and manure shall be removed and replaced with a mix of white and brown shavings. The second cleaning in the afternoon shall remove all manure again. Manure shall be handled by a trained team of staff who will take appropriate sanitary precautions by wearing face masks and gloves. Manure shall be transported via wheelbarrow to our manure storage unit.

B. Procedure for Manure Storage and Disposal

Diagram or photo of manure storage facility with dimensions and capacity is shown in attachment E-1. The manure disposal schedule is shown in attachment E-2.

The use of two mobile enclosed storage units are required for transport and storage of the manure before removing it from the property altogether. Concessionaire shall remove the entire manure pile twice weekly (typically Monday and Thursday; Removal company: Earthworks) to ensure cleanliness and prevent rodent or insect issues. Dimensions of the manure pile may not exceed: height: 5ft; length 12ft; width 20ft; manure pile shall be covered at all times.

Concessionaire shall remove 80 cubic yards of manure twice weekly to remain in accordance with state and federal water quality standards.

Concessionaire shall use two main types of rodent control systems to prevent infestation: ultrasonic repellants (a fairly new technology that uses sound waves to repel rodents, making it completely non-toxic and silent to humans and livestock ;) and non-toxic rodent traps, which are maintained daily.

Concessionaire shall spray the entire property daily with an insect repellant that is on the City's list of approved pesticides.

C. Procedure for Preventing Waste Run Off into Arroyo Seco

Concessionaire shall remove the entire manure pile twice weekly (typically Monday and Thursday) by Earthworks or other contractor to ensure cleanliness and prevent rodent or insect issues frequent removal of the pile is required to prevent runoff and ground water intrusion. Manure shall be moved into two removable storage units, and shall be maintained on the ground for as little time as possible. In addition, the manure pile is blocked on three sides from the adjunct Arroyo Seco land by concrete walls, which work to prevent any draining/leaking/runoff. Finally, the slight incline of the land from the manure pile creates a natural water flow into barn property, toward our wash stalls, which have appropriate drainage. A map of the facility indicating where the manure pile lies, where the storage units are, and where the incline directs water flow, is attached as attachment E-1. The new concrete bins will have a slight incline to contain the waste into the bins.

D. Procedure for Odor Control

The manure shall be removed from SPS twice a week. Surrounding area is cleaned daily. Using this system, we have no odor issues. This procedure will be maintained.

E. Inspection Procedures

Concessionaire, Barn Manager and Foreman shall both inspect manure cleaning and disposal daily and shall promptly address and issues. General Manager shall also be responsible to assure regular inspection and maintenance of the manure pile.

Exhibit E-1
Location of Manure Storage Bins and Water flow direction (white line)

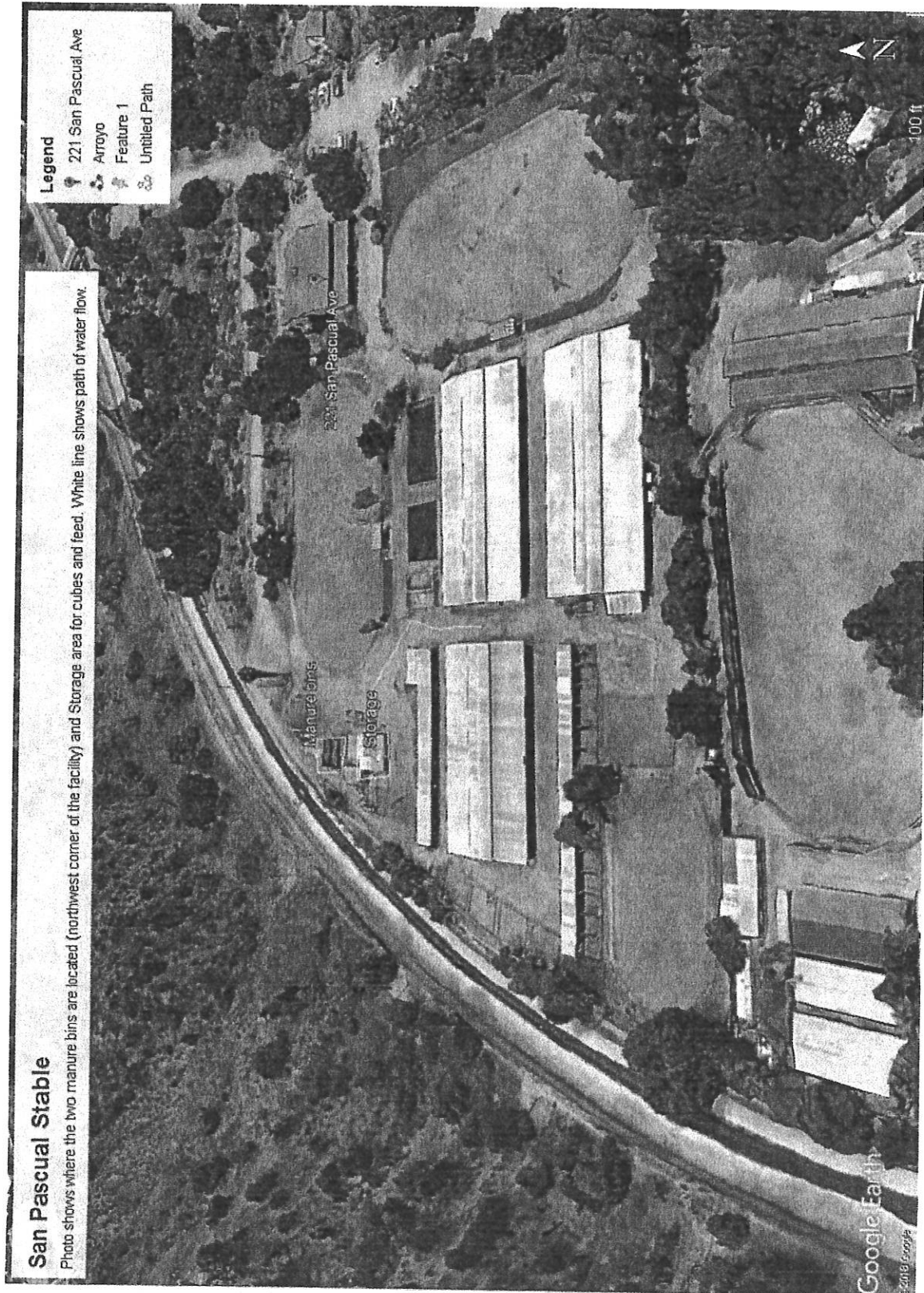


Exhibit E-2
Manure Removal Schedule

Stall and Corral Cleaning by San Pascual Stables Staff

Morning cleaning – wet spots and manure will be removed and replaced with a mix of white and brown shavings

Afternoon cleaning – manure will be removed

Manure will be transported by wheel barrel to manure storage

The pile will not exceed 5feet in height, 12feet in length and 20 feet in width and will be covered at all times

Removal Company: Earthworks

Monday and Thursday - two 40 cubic yard bins are removed and replaced

EXHIBIT F
Public Resources Code section 5164

- (1) A county or city or city and county or special City shall not hire a person for employment, or hire a volunteer to perform services, at a county or city or city and county or special City operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).
- (2) Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.
- (3) Any felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer's request.
- (4) Any felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of Section 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years.
- (5) To give effect to this section, a county or city or special city shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or city or city and county or special City shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.
- (6) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

EXHIBIT G

CERTIFICATION OF NO CONFLICT OF INTEREST


The City shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the City Council finds that special circumstances exist which justify the approval of such contract:

1. Employees of the City or of public agencies for which the City Council is the governing body;
2. Profit-making firms or businesses in which employees described in number one serve as officers, principles , partners , or major shareholders ;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principles, partners, or major shareholders. Contracts submitted to the City Council for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated. The undersigned warrants that the Concessionaire is in compliance with these requirements and makes this declaration on behalf of a San Pascual Stables LLC and hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

San Pascual Stables, LLC

David Stercky, Managing General Partner



Official's Signature

2/13/2019
Date

**EXHIBIT H
EQUAL EMPLOYMENT OPPORTUNITY
CERTIFICATION**

San Pascual Stables LLC

Business Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

1. Concessionaire has a written policy statement prohibiting discrimination in all phases of employment. Check One ☒ Yes ☐ No
2. Concessionaire periodically conducts a self-analysis or utilization analysis of its work force. Check One ☐ Yes ☐ No
3. Concessionaire has a system for determining if its employment practices are discriminatory against protected groups. Check One ☐ Yes ☐ No
4. Where problem areas are identified in employment practices Concessionaire has a system for taking reasonable corrective action, which includes the establishment of goals and timetables. Check One ☐ Yes ☐ No

Signature



Date

2/13/2019

EXHIBIT I

EMERGENCY CONTACT INFORMATION

SITE MANAGER NAME: David Sterckx PHONE (310) 666-1060

EMAIL: davidsterckx@hotmail.com

BARN MANAGER NAME: Jette Davis PHONE (626) 840-1502

EMAIL: jettebanke@yahoo. corn

SECURITY NAME: Marcelino Chareo PHONE (626) 703-0119

EMAIL: mchareo@gmail.com

ACCOUNTANT NAME: Kathleen Urquidez, CPA PHONE (562) 216-1561 EMAIL:

kurquidez@us-cpas. com

INSURANCE NAME: American Equine Insurance PHONE (714) 447-9191
Through Agent: Cheval Insurance Services

EMAIL: info@chevalinsurance.com

EXHIBIT J

MONTHLY GROSS REVENUE REPORT

Report Date: _____ Reporting Period: _____

Gross Income from Boarding Operations

Total Monthly stall/paddock rent income: \$ _____

Number of stalls/paddocks rented at full charge: _____

Number of stalls/paddocks used for owners/trainer's horses: _____

Number of vacant stalls/paddocks: _____

Number of stalls/paddocks rented below full charge: _____

Gross rental Income from Historic Residence and Shed

Total monthly rent from home: \$ _____

Total monthly rent from storage shed: \$ _____

Gross income from events

Total gross income from show events \$ _____

Total gross income from Birthday parties \$ _____

Total gross income from Weddings/Special events: \$ _____

Total gross income from filming onsite: \$ _____

Total gross income from sales onsite (food, feed, and merchandize) \$ _____

Gross Income from Services

Total gross income from additional horse care services: \$ _____

Total gross income from riding academy classes: \$ _____

Total gross income from riding camps: \$ _____

Total gross income from training/instruction fees: \$ _____

Total gross income from temporary boarding or trailer storage: \$ _____

Total gross income from providing trail rides/guides: \$ _____

Total gross income from other services \$ _____

TOTAL GROSS INCOME FOR REPORTING PERIOD \$ _____

TOTAL LEASE PAYMENT (6%) FOR REPORTING PERIOD: \$ _____

TOTAL CAPITAL IMPROVEMENT FUND (2%) PAYMENT \$ _____

This form, along with payment, must be submitted to:

City of South Pasadena
Attn: Finance Department

1414 Mission Street, South Pasadena, CA 91030

With a copy to the Director of Community Services no later than the 20th day of the month after the reporting month.

EXHIBIT K

San Pascual Stables Concession Evaluation

Date: _____

For Period From _____ To _____

The purpose of this evaluation is to track progress and performance in meeting the terms and conditions required in the San Pascual Stables Concession Lease Agreement. Bi-Annual evaluations will be forwarded to City Council during each term of the agreement to provide City Council with information and data necessary to determine if concessionaire is in compliance with the terms and conditions of the agreement. If the evaluation discovers the concessionaire is not in compliance, a notice to correct will be issued by the City, which could lead to default and termination if not corrected within the time frame contained in the lease agreement.

Concession Lease Fee

Concessionaire has provided completed gross revenue forms monthly and has made percentage lease payments on time during evaluation period.

_____ Every month _____ Late one month _____ Late more than one month

Comments or remedies needed: _____

Capital Improvement Fund Fee

Concessionaire has provided completed gross revenue forms monthly and has made percentage payments for the Capital Improvement Fund on time during evaluation period.

_____ Every month _____ Late one month _____ Late more than one month

Comments or remedies needed: _____

Gross Receipts

Gross revenue forms were accurate and complete.

____ Every month ____ Occasionally inaccurate ____ Always inaccurate

Comments or remedies needed: _____

Capital Improvements

Concessionaire has followed procedures in the lease agreement for approval and implementation of capital improvements to the property.

____ Exactly ____ With few exceptions ____ Has not completed capital improvements

Comments or remedies needed: _____

Records and Inspection

Concessionaire has kept true and accurate books and records showing all of its income and expenses and business transactions in connection with the Concession in separate records of account and has provided access to City for inspection.

____ Yes ____ There were discrepancies ____ Did not provide access

Comments or remedies needed: _____

Boarder Agreement

Concessionaire followed procedures outlined in the lease terms and conditions for boarders and no boarder complaints went unresolved.

____ Yes ____ City received some unresolved complaints and had to follow up

Comments or remedies needed: _____

Special Events and Emergencies

The Concessionaire cooperated with City during special events or other unanticipated eventualities and followed procedures outlined in the terms and conditions of the lease agreement.

☐ Every time ☐ Most of the time ☒ Never

Comments or remedies needed: _____

Use of Premises

Concessionaire used the Premises to operate, manage and maintain the service operations for the public described in the terms and conditions of the lease agreement and for no other unauthorized purposes.

☐ Yes ☐ With few exceptions ☐ There were many unauthorized uses

Comments or remedies needed: _____

Facility Maintenance

Concessionaire performed all regular maintenance, upkeep and operational obligations for the property to City standards as outlined in the Stables Operations Facility Maintenance Guidelines of the lease agreement at no cost to the City.

☐ Yes ☐ Did not meet City standards ☐ City received complaints

Comments or remedies needed: _____

Manure Management Plan

Concessionaire followed the procedures for the Manure Management Plan and allowed no more than 80 cubic yards of manure on the property at any time, kept manure bin clean and covered, and met the regulations for drainage on the property.

☐ Yes ☐ Most of the time ☐ Did not follow Manure Management Plan

Comments or remedies needed: _____

Staffing and Personnel

Concessionaire provided quality personnel for the operation of the stables per the terms and conditions outlined in the lease agreement.

☐ Had full staffing ☐ Some staffing issues ☐ Unable to meet requirements

Comments or remedies needed: _____

Maintenance Equipment

Concessionaire provided the maintenance equipment necessary to properly maintain the facility in a clean, safe, operating condition.

☐ Yes ☐ Some of the equipment ☐ Poor maintenance on all equipment

Comments or remedies needed: _____

Protection of Park Property and Public Safety

Concessionaire met terms and conditions outlined in the lease agreement with regards to protection of park property, public safety, site security, and public access.

☐ Yes ☐ Some discrepancies ☐ Failed to provide security, access or safety

Comments or remedies needed: _____

Business Licenses and Permits

Concessionaire maintained all required licenses, permits or certificates required by Federal, State, County, and City authorities.

☐ Complied completely ☐ Missing some required permits ☐ Has no permits

Comments or remedies needed: _____

Programs and Activities

Concessionaire met City goals of providing a diverse selection of equestrian opportunities to the community and was cooperative and communicated with the City.

____ Completely ____ Somewhat Not at all

Comments or remedies needed: _____

Completed by: _____

Title: _____

Delivered to Concessionaire on: (Insert Date) _____

EXHIBIT L

CONCESSIONAIRE'S REQUIRED REPAIRS TO HISTORIC RESIDENCE

The following list is an illustrative but not exhaustive list of the work required in the historic residence to bring it to a habitable condition. Concessionaire shall bring the residence into compliance with applicable electrical and plumbing codes for any required electric and plumbing work, subject to all applicable building permits.

Exterior

- Seal and repaint all Exterior Walls- to correct peeling, blistering, and cracking-it is presently unknown whether the dilapidated paint condition also poses a lead paint hazard, which would also be required to be abated.
- Seal and repaint Wood Windows- to correct paint blistering, cracking, flaking, and peeling on window components decaying and rotting at exterior sill and frames.
- Remove plywood from boarded windows- note that replacement windows must be consistent with the style, size and cladding of the original windows.
- Replace missing door at basement.
- Replace or repair loose and damaged window screens with like kind materials.
- Remove plywood enclosure under existing porch.
- Remove wires running through window.
- Reduced stacked stone wall height to maximum of 48 inches.

Interior

- Correct exposed siding above stairway.
- Install handrail on stairs and complete construction of stairs from first to second floor.
- Repair Water damage soft flooring around toilet- subfloor will need to be inspected for dry rot and possibly replaced, and then recovered with appropriate flooring; toilet will need to be inspected for possible leak and likely replaced.
- Correct water heater installation; move to a permitted location.
- Remove/abate unpermitted electrical wiring.
- Install smoke and carbon monoxide detectors as required by law.

The Structural Report for the Stables House (Sept 2018) indicates that the building is in relatively good condition. The City will be responsible for the structural work recommended in the report.

ATTACHMENT 2

San Pascual Stables April 2025 Financial Report

Exhibit J		
Monthly Gross Revenue Report		
Report Date: 05/02/2025 Reporting Period 04/01/25-04/30/25		
<u>Gross Income From Boarding Operations</u>	Revenue	Non-Revenue
Total Monthly Stall/ Paddock rent income:	\$ 84,493.91	
Number of stalls/paddocks rented at full charge:		90
Number of stalls/paddocks used for owners/ trainer's horses		21
Number of vacant stalls/paddocks		22
Number of stalls/paddocks rented below full charge		
<u>Gross rental Income from Historic Residences and Shed</u>		
Total Monthly rent from home	\$ -	
Total monthly rent from Storage shed	\$ -	
<u>Gross Income from events</u>		
Total gross income from show events	\$ 660.00	
Total gross income from Birthday parties		
Total gross income from Weddings/Special events		
Total gross income from filming onsite	\$ -	
Total gross income from sales onsite (food, feed, merchandise)	\$ 2,680.00	
<u>Gross income from Services</u>		
Total gross income from additional horse care services	\$ 39,795.17	
Total gross income from riding academy classes:	\$ 40,514.20	
Total gross income from riding camps	\$ 9,555.00	
Total gross income from training/instruction fees	\$ 67,752.55	
Total gross income from temporary boarding or trailer storage		
Total gross income from providing trail rides/guides		
Total gross income from other services	\$ 15,251.31	
TOTAL GROSS INCOME FOR REPORTING PERIOD:	\$ 260,702.14	
TOTAL LEASE PAYMENT (6%) FOR REPORTING PERIOD	\$ 15,642.13	
TOTAL CAPITAL IMPROVEMENT FUND (2.75%) PAYMENT:	\$ 7,169.31	

Grand Total Payment \$ 22,811.44

This form, along with payment must be submitted to:

City of South Pasadena

Attention: Finance Department

1414 Mission street, South Pasadena CA 91030



Community Services Commission Agenda Report

ITEM NO. 7

DATE: May 19, 2025

FROM: Lucy Hakobian, Community Services Director

PREPARED BY: Melissa Snyder, Community Services Deputy Director

SUBJECT: **COMMISSION FOLLOW-UP AND ACTION ITEM RECAP**

Recommendation

It is recommended that the Commission provide a summary of actionable items from the May 19, 2025 meeting for staff to maintain.

Background

Throughout the year, the Community Services Commission considers various presentations, reports, and action items. In some instances, additional information, updates, or formal reviews are requested by the Commission or anticipated by staff. To support consistent follow-up and ensure important items are revisited, a structured recap at the end of each meeting is recommended.

Analysis

This standing item will be used at the conclusion of each meeting to summarize action items discussed, identify responsible parties, and track items that require follow-up or future presentation to the Commission. The purpose is to ensure transparency, continuity, and accountability in Commission activities.

Outstanding Items for Future Commission Review:

1. **Final Budget Presentation for Fiscal Year 2025–2026**
Status: Pending presentation
Anticipated Date: September 8, 2025
Responsible Department: Community Services Department
2. **Presentation of Budget Actuals for Fiscal Year 2024–2025**
Status: Pending presentation upon fiscal year close-out
Anticipated Date: August 11, 2025
Responsible Department: Community Services Department
3. **Presentation from the Arroyo Seco Golf Course Operator**
Status: Presentation scheduled
Anticipated Date: June 9, 2025
Responsible Department: Arroyo Seco Golf Course
4. **Presentation from the San Pascual Stables Operator**

Status: Pending presentation
Anticipated Date: September 8 ,2025
Responsible Department: San Pascual Stables

Fiscal Impact

There is no immediate fiscal impact associated with this discussion. Any financial considerations related to the discussion will be addressed as part of the budget development process.

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 and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.