

**AGENDA
REGULAR MEETING
SIERRA MADRE CITY COUNCIL,
SUCCESSOR AGENCY, AND
PUBLIC FINANCE AUTHORITY**

Tuesday, November 22, 2016

6:30 pm

**City Hall Council Chambers
232 W. Sierra Madre Boulevard
Sierra Madre, California 91024**

*Gene Goss, Mayor
Rachelle Arizmendi, Mayor Pro Tem
John Capoccia, Council Member
Denise Delmar, Council Member
John Harabedian, Council Member*

*Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer*



PUBLIC COMMENT

The Council will listen to the public on any item on the agenda. Under the Brown Act, Council is prohibited from taking action on items not on the agenda, but the matter may be referred to staff or to a subsequent meeting. Each speaker will be limited to three continuous minutes, which may not be delegated. These rules will be enforced but may be changed by appropriate City Council action.

PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

Persons wishing to speak on any item on the agenda will be called at the time the agenda item is brought forward. Persons wishing to speak on closed session items have a choice of doing so either immediately prior to the closed session or at the time for comments on items at the open session.

PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Time shall be devoted to audience participation early on the agenda.

**CALL TO ORDER/ROLL CALL
MEMBERS OF THE CITY COUNCIL**

Mayor Goss, Mayor Pro Tem Arizmendi,
Council Members Capoccia, Delmar, and Harabedian

**PLEDGE OF ALLEGIANCE AND
INVOCATION/INSPIRATION**

Mayor Pro Tem Rachelle Arizmendi

APPROVAL OF AGENDA

Vote of the Council to proceed with City business.

APPROVAL OF MINUTES

Approval of minutes from the [October 25, 2016](#)
and [November 8, 2016](#) City Council meetings.

MAYOR AND CITY COUNCIL REPORTS

Council Member activities relating to City business.

PUBLIC COMMENT

Regarding items not on the Agenda.

PRESENTATION

Presentation to Retiring Director of Public Works,
Bruce Inman

PRESENTATION

Presentation to Retiring City Manager Elaine Aguilar

PRESENTATION

Update from Public Works Director Inman regarding
water conservation and the City's Water Quality
Report

ACTION ITEMS

1. CONSENT

a) ADOPTION OF RESOLUTION 16-70 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS

Recommendation that the City Council approve Resolution 16-70 for approval of payment of City Warrants in aggregate amount of \$222,994.87; Library warrants in the aggregate amount of \$4273.62, and payroll transfer in the aggregate amount of \$295,082.21 for fiscal year ending June 2017.

b) MEDICARE RE-VALIDATION

Recommendation that the City Council re-validate the City's Medicare enrollment and authorize City staff to submit a letter of fiscal responsibility.

ITEMS FOR DISCUSSION

2. RECOMMENDATION TO APPROVE A REQUEST FROM CROWN CASTLE FOR A LEASE EXTENSION FOR TWO EXISTING CELL TOWERS AT THE CITY MAINTENANCE YARD

Recommendation that the City Council approve extensions of two existing Crown Castle cellular communications site leases on City property and direct the City Manager to execute lease extension documents on behalf of the City.

3. RECOMMENDATION FOR THE APPROPRIATION OF WATER CONSERVATION GRANT FUNDS FROM SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

Recommendation that the City Council approve the appropriation of \$62,312.25 in water conservation funds from the San Gabriel Valley Municipal Water District to assist in the deployment of Advanced Metering Infrastructure.

4. CONSIDERATION OF RESOLUTION 16-71 ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND CLASSIFIED EMPLOYEES ASSOCIATION AND ADOPT RESOLUTION 16-72 AMENDING THE CLASSIFICATION PLAN AND SALARY MATRIX

Recommendation that the City Council approve Resolution 16-71 Adopting the Memorandum of Understanding between the City and Classified Employees Association and adopting Resolution 16-72 amending the Classification Plan and Salary Matrix to implement the negotiated cost of living adjustments for full-time employees covered under the Classified Employees Association, Management, Confidential-Exempt, and unrepresented full-time Fire Captains.

5. CONSIDERATION OF EMPLOYMENT AGREEMENT AND A RESOLUTION FOR AN EXCEPTION TO THE 180-DAY WAIT PERIOD FOR POST-RETIREMENT EMPLOYMENT FOR THE POSITION OF INTERIM CITY MANAGER

Recommendation that the City Council approve Resolution 16-69 appointing CalPERS retired annuitant Elaine Aguilar to Interim City Manager and approving the employment agreement with PERS annuitant for Interim City Manager

ACTION ITEMS

Regardless of staff recommendation on any agenda item, the City Council will consider such matters, including action to approve, conditionally approve, reject, or continue such item.

PUBLIC HEARING

The appellant and/or applicant will each be provided a total of ten (10) minutes to address their item. A portion of their allotted time may be reserved for rebuttal or a summary conclusion at the close of public comment. All other speakers will be limited to a total of three continuous minutes, which cannot be delegated.

AVAILABILITY OF AGENDA MATERIALS

Materials related to items on this agenda are available for public inspection on the City's website at www.cityofsierramadre.com, and during normal business hours at City Hall, 232 W. Sierra Madre Blvd. and at the Sierra Madre Public Library, 440 W. Sierra Madre Blvd.

LIVE BROADCASTS

Regular City Council meetings are broadcasted live on Cable Channel 3 and rebroadcast on Wednesday and Saturday at 5:30 p.m.

MEETING ASSISTANCE

If you require special assistance to participate in this meeting, please call the City Manager's office at (626) 355-7135 at least 48 hours prior to the meeting.

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at this same place on Tuesday, December 13, 2016

MINUTES

Agenda - Regular Meeting of the Sierra Madre City Council,
Successor Agency and Public Finance Authority
Tuesday, October 25, 2016 – 6:30 p.m.
City Hall Council Chambers, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024
and
Council Member Denise Delmar via
Teleconference from Good Nite Inn
485 Veterans Avenue, Redwood City, CA 94065

Mayor, Gene Goss, opened the Regular Meeting of the Sierra Madre City Council, Successor Agency and Public Finance Authority at 6:00 p.m. The Mayor asked for public comment and there was none, therefore the Mayor immediately recessed to closed session. The City Council returned from closed session at 6:30 p.m. City Clerk, Melinda Carrillo, read the roll, noting that all City Council members were present.

CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL:

Present: Gene Goss, Mayor, Rachelle Arizmendi, Mayor Pro Tem, Council Members, Denise Delmar, John Capoccia and John Harabedian.

Absent: None

Also Present: Elaine Aguilar, City Manager
Teresa Highsmith, City Attorney
Vincent Gonzalez, Director of Planning and Community Preservation
Larry Giannone, Safety Director and Police Chief
Marcie Medina, Finance Director
Steve Heydorff, Fire Chief
James Carlson, Management Analyst
Bruce Inman, Director of Public Works
Joe Ortiz, Captain, Sierra Madre Police Department
Mike Amerio, City Treasurer
Melinda Carrillo, City Clerk

PLEDGE OF ALLEGIANCE AND INVOCATION/INSPIRATION:

Council Member, John Harabedian, led the Pledge of Allegiance, and in honor of the Jewish Community, invited Rabbi Noah Rascher from The Pasadena Jewish Temple and Center (PJTC) to give the invocation this evening.

REPORT FROM CLOSED SESSION:

City Attorney Highsmith reported the Council met in closed session with its labor negotiator to discuss the status of negotiations with CEA and direction was provided to the City's labor negotiator.

APPROVAL OF AGENDA AS PRESENTED:

Moved: Council Member John Harabedian

Seconded: Mayor Pro Tem Rachelle Arizmendi

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachelle Arizmendi, Council Members John Capoccia, John Harabedian and Denise Delmar

Noes: None

Absent: None

Abstain: None

APPROVAL OF MINUTES FROM THE REGULAR CITY COUNCIL MEETING ON OCTOBER 11, 2016:

Moved: Mayor Pro Tem Rachelle Arizmendi

Seconded: Council Member John Capoccia

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachelle Arizmendi, Council Members John Capoccia, John Harabedian and Denise Delmar

Noes: None

Absent: None

Abstain: None

MAYOR AND CITY COUNCIL REPORTS:

- 1) Council Member John Harabedian reported he attended the Sierra Madre Honor Awards Dinner. The Mayor did a great job and congratulations to all who were honored. Thank you Dorothy and staff for planning it. It was a great event. Corfu was delicious as usual.
- 2) Council Member Denise Delmar had nothing to report.
- 3) Mayor Pro Tem Arizmendi gave a special thanks to staff again for a great Awards Dinner. Congratulations to all the Honorees that evening.
- 4) Council Member John Capoccia noted he attended the COG (Council of Governments), who approved a letter regarding the community choice aggregation. Council Member Capoccia voted against it, and Sierra Madre always has the opportunity to opt in or not opt in.
- 5) Mayor Goss reported he attended the Awards Dinner and thought it was fantastic. He was thankful to Dorothy and staff for setting it up. The Mayor congratulated Rob Stockley for receiving the George Maurer Lifetime Achievement Award. The Mayor

shared that he was a judge for the Halloween window painting and lots of kids were involved. Many thanks to the Civil Club and our community for a fun event.

PUBLIC COMMENT ON NON-AGENDA ITEMS:

- Pat Ancona: Is concerned about cutting down trees due to sidewalk damage and removing bees from trees by killing the bees. She proposes a volunteer group under the Sierra Madre Community Foundation to raise the funds necessary to comply with ADA requirements while preserving our community trees. Moreover, she noted that bees are not wasps, and we must be cognizant of their survival not their extinction.
- Mr. Alcorn: Represented CERT this evening, Community Emergency Response Team, who educates the community in many aspects of an emergency and partners with the Sierra Madre Fire Department (SMFD) for seminars. CERT presented the SMFD with a Certificate of Appreciation for their continued support.
- Rich Proctor, Member of the Library Board of Trustees: Announced that the One Book-One City for February will be an adult and teen read, *Rise of the Rocket Girls* by Nathalia Holt. Mr. Proctor will be giving a talk on Abraham Lincoln on November 15th. Please go to the Library or the City's website for more information regarding Sierra Madre Library events.
- Faith Lee, Field Representative for Chris Holden, Assemblymember Forty-First District: Presented an update of the 2016 legislative session which has officially come to an end.
- Gabriel Rousset: Emailed the Council earlier in the week regarding the new water charges and fines. Mr. Rousset also stated that he is thankful to the different outstanding City departments he has had to work with and get permits from for his property renovation.
- Liz DeKam: Shared a photo of her newly adopted rescue dog, Sweet Pea DeKam.

Mayor Goss closed public comment.

PRESENTATIONS:

- Bruce Inman, Director of Public Works, presented an update regarding water conservation and the City's Water Quality Report.

* The Council discussed ways to be proactive to conserve water since 33% of Sierra Madre residents are above the target usage and high fines are already in place. City Manager, Elaine Aguilar, suggested to wait a few billing cycles to allow residents to be aware of the high penalties for over water usage and come back for further Council discussion on a future agenda.

AGENDA ACTION ITEMS:

* Elaine Aguilar, City Manager, gave the following report under the Consent Calendar.

1. CONSENT CALENDAR

- a) **ADOPTION OF RESOLUTION 16-63 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS**

Recommendation that the City Council approve Resolution 16-63 for approval of payment of City Warrants in aggregate amount of \$205,682.79; Library warrants in the aggregate amount of \$9,588.90, and payroll transfer in the aggregate amount of \$292,650.91 for fiscal year ending June 2016 and June 2017.

- b) **AWARD OF PROFESSIONAL SERVICES CONTRACT TO BUCKNAM INFRASTRUCTURE GROUP, INC., FOR THE UPDATE OF THE CITY'S STREET INVENTORY**

Recommendation that the City Council award a contract to Bucknam Infrastructure Group, Inc., in an amount not to exceed \$14,772 for the 2016 update to the Pavement Management System.

- c) **CONSIDERATION OF CANCELLATION OF DECEMBER 27, 2016 CITY COUNCIL MEETING**

Recommendation that the City Council approve the cancellation of the regular City Council meeting of December 27, 2016 and direct staff to pay all necessary expenses during that time.

- d) **REQUEST FOR AUTHORIZATION TO ISSUE ENGINEERING REQUEST FOR PROPOSALS FOR LIBRARY**

Recommendation that the City Council authorize staff to issue a Request for Proposals for civil engineering services relative to the construction of Americans with Disabilities Act access improvements to the Sierra Madre Public Library site.

- e) **EXPANSION OF INFORMATION TECHNOLOGY SERVICE HOURS AND COMPUTER SECURITY STUDY**

Recommendation that the City Council approve the increase of I.T. service hours, which will include the completion of the I.T. Security Review, not to extend past June 30, 2017 and to appropriate the funds not to exceed \$50,000 from the Internal Services Reserves.

- f) CONSIDERATION OF AMENDMENT TO THE JOINT POWERS AGREEMENT DATED JUNE 12, 2000 TO FORM THE FOOTHILL POLICY BOARD WHICH WILL ADMINISTER THE NEW WORKFORCE INNOVATION AND OPPORTUNITY ACT WHICH REPLACED THE WORKFORCE INVESTMENT ACT OF 1998

Recommendation that the City Council approve the amendment to the Joint Powers Agreement between the cities of Arcadia, Duarte, Monrovia, Sierra Madre, South Pasadena, and Pasadena, and filed with the City of Pasadena as document #57378 entered into on June 12, 2000, for the purpose of forming a consortium to administer employment and training programs under the Workforce Investment Act of 1998, hereinafter referred to as WIA, P.L. 29 U.S.C. 2801 et seq., Public Law 105-220, 112 Stat. 936.

- g) MS4 PERMIT COMPLIANCE UPDATE

Recommendation that the City Council receive and file the update and authorize submittal of the letter.

Mayor Goss opened for public comment but no input was given.

APPROVAL OF CONSENT CALENDAR AS PRESENTED:

Moved: Council Member John Harabedian

Seconded: Mayor Pro Tem Rachelle Arizmendi

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachelle Arizmendi, Council Members John Capoccia, John Harabedian and Denise Delmar

Noes: None

Absent: None

Abstain: None

PUBLIC HEARING

2. 2016 FIRE CODE ADOPTION

Recommendation that the City Council hold a Public Hearing, introduce and read by title only and adopt Ordinance 1381 pursuant to the 2015 International Fire Code and the 2016 California Fire Code State requirements.

* Vincent Gonzalez, Director of Planning and Community Preservation, introduced Mr. Jim Gerra to present in more detail.

Mayor Goss opened for public comment but no input was given.

MOVE TO INTRODUCE AND READ BY TITLE ONLY AND ADOPT ORDINANCE 1381:

Moved: Council Member John Harabedian

Seconded: Council Members John Capoccia

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachelle Arizmendi, Council Members John Capoccia, John Harabedian and Denise Delmar

Noes: None

Absent: None

Abstain: None

3. 2016 BUILDING CODE ADOPTION

Recommendation that the City Council hold a Public Hearing, introduce and read by title only and adopt Ordinance 1380 pursuant to the 2016 California Building Standards Code amendments.

* Mr. Jim Gerra presented.

Mayor Goss opened for public comment but no input was given.

MOVE TO INTRODUCE AND READ BY TITLE ONLY AND ADOPT ORDINANCE 1380:

Moved: Council Member John Capoccia

Seconded: Mayor Pro Tem Rachelle Arizmendi

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachelle Arizmendi, Council Members John Capoccia, John Harabedian and Denise Delmar

Noes: None

Absent: None

Abstain: None

ITEMS FOR DISCUSSION

- 4. DISCUSSION OF METHODOLOGY USED IN CONSTRUCTION OF A COMPUTER HYDRAULIC MODEL OF THE CITY'S WATER DISTRIBUTION SYSTEM**

Recommendation that the City Council receive and file.

* Bruce Inman, Director of Public Works, introduced Paul Hauffen, CEO of ID Modeling, who presented the Water Production/Distribution System Hydraulic Model and Water System Master Plan for the City of Sierra Madre.

Mayor Goss opened for public comment.

- Barbara Lee Cline, asked if this will help us identify the large water users? Will this deal with the main water line down the Boulevard shared with Pasadena?
- Gary Hood, asked if this includes the evaluation of the 8-foot pipeline going down Grandview?
- Director Inman answered the above that we have already identified the large water users and we do not share any waterlines with Pasadena. Moreover, the 8-foot foothill feeder is not included into this system.

Mayor Goss closed public comment.

* City Council received and filed.

5. CONSIDERATION OF APPOINTMENTS TO THE SENIOR COMMUNITY COMMISSION

Recommendation that the City Council provide direction regarding the appointment of Senior Community Commissioners for terms ending June 30, 2019

* City Manager, Elaine Aguilar, announced the nominees: Nina Bartoli, J.J. Eckman, and Sally Olsen. Mr. Eckman was present and introduced himself.

MOVE TO AGREE TO APPOINT NINA BARTOLI AND SALLY OLSEN TO THE SENIOR COMMUNITY COMMISSION:

Moved: Council Member John Capoccia

Seconded: Mayor Pro Tem Rachelle Arizmendi

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachelle Arizmendi, Council Members John Capoccia, John Harabedian and Denise Delmar

Noes: None

Absent: None

Abstain: None

6. CONSIDERATION OF APPOINTMENTS TO THE COMMUNITY SERVICES COMMISSION

Recommendation that the City Council provide staff with direction regarding the appointment of Community Services Commissioners to fill the two vacant seats.

* City Manager, Elaine Aguilar, announced the nominees for a regular full appointment and an appointment for an unexpired term of a resigned Commissioner that will be eligible for two more full terms after finishing the unexpired term: Monica Moran, David J. Ouch, Art Sripipat, Nina Takenouchi, and Anita Thompson. Ms. Moran was present and introduced herself.

MOVE TO AGREE TO APPOINT MONICA MORAN TO THE COMMUNITY SERVICES COMMISSION FOR THE UNEXPIRED TERM VACANT SEAT OF A RESIGNED COMMISSIONER WHICH IS LATER ELIGIBLE FOR TWO MORE FULL TERMS; AND MOVE TO AGREE TO APPOINT DAVID OUCH TO THE COMMUNITY SERVICES COMMISSION FOR THE REGULAR FULL TERM VACANT SEAT:

Moved: Council Member John Capoccia

Seconded: Council Member John Harabedian

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachelle Arizmendi, Council Members John Capoccia, John Harabedian and Denise Delmar

Noes: None

Absent: None

Abstain: None

7. ADOPTION OF RESOLUTION 16-65 SUPPORTING MEASURE M ON THE NOVEMBER 8, 2016 ELECTION BALLOT

Recommendation that the City Council adopt Resolution 16-65 supporting ballot Measure M on November 8, 2016 ballot.

* James Carlson, Management Analyst, presented.

Mayor Goss opened for public comment.

- Barbara Lee Cline, asked if we received Measure R funds to repave our streets?
- City Manager Aguilar answered the above that we have received Measure R funds.
- Metro Representative appeared and encouraged Council and the City of Sierra Madre to vote yes for Measure M.

Mayor Goss closed public comment.

MOVE TO ADOPT RESOLUTION 16-65 SUPPORTING MEASURE M ON NOV. 8, 2016 BALLOT:

Moved: Council Member John Capoccia

Seconded: Mayor Pro Tem Rachele Arizmendi

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachele Arizmendi, Council Members John Capoccia, and Denise Delmar

Noes: None

Absent: None

Abstain: Council Member John Harabedian (Spouse works for Metro)

8. REGULATION OF POWERED GARDENING EQUIPMENT

Recommendation that the City Council provide staff with direction.

* Vincent Gonzalez, Director of Planning and Community Preservation, presented.

Mayor Goss opened for public comment.

- Barbara Lee Cline, noted that battery only blowers would not be a good idea.
- Gary Hood, would like Council to consider vacuums instead of blowers.
- Fred Wesley, added that he has called the police on more than one occasion regarding leaf blowers being used after hours. Many cities in California have banned gas blowers, including Irvine, Laguna Beach, Santa Barbara and 25 plus other cities.
- De Alcorn, noted that street sweepers end up cleaning up the leaves blown to the streets.
- Alison Snow, commented that leaf blowers start as early as 7:30 in the morning near her house and continue throughout the day. She is an avid gardener and knows that leaf matter can provide nutrition to the soil and when left untouched can provide protection from erosion and from water evaporating.
- Glen Lambdin, added that we should simply leave the Ordinance as is and requested that Council receive and file.

Mayor Goss closed public comment.

* **Direction:** Council unanimously agreed to leave Ordinance as is and revisit it every two years. City needs to regularly enforce the time codes and send out reminders to the gardeners. Elaine Aguilar, City Manager, suggested that Staff can develop a program, and add to a future agenda, allowing gardeners a reduced business license when they show proof of ownership of electric leaf blowers and/or vacuums, in order to encourage less gas powered leaf blowers being used.

9. CONSIDERATION OF RESOLUTION 16-64 NOMINATING ROSEMEAD COUNCIL MEMBER MARGARET CLARK TO THE SAN GABRIEL VALLEY BASIN WATER QUALITY AUTHORITY REPRESENTING CITIES WITHOUT PUMPING RIGHTS

Recommendation that the City Council authorize Resolution 16-64 nominating Rosemead Council Member Margaret Clark to the San Gabriel Basin Water Quality Authority Board for cities without pumping rights.

* City Manager, Elaine Aguilar, presented along with Council Member, John Capoccia, who had asked for it to be put on the agenda.

Mayor Goss opened for public comment but no input was given.

MOVE TO NOMINATE MARGARET CLARK TO THE SAN GABRIEL VALLEY BASIN WATER QUALITY AUTHORITY BOARD REPRESENTING CITIES WITHOUT PUMPING RIGHTS:

Moved: Council Member John Capoccia

Seconded: Council Member John Harabedian

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachelle Arizmendi, Council Members John Capoccia, John Harabedian and Denise Delmar

Noes: None

Absent: None

Abstain: None

NO ITEMS PLACED FOR FUTURE AGENDA

CITY COUNCIL MEETING RECESSED BACK TO SPECIAL MEETING CLOSED SESSION at 9:26 p.m.

REPORT FROM SPECIAL MEETING CLOSED SESSION:

City Attorney Highsmith reported the City Council met in closed session with the City Attorney to discuss process for recruitment and appointment of the City Manager position; direction was provided to the City Attorney.

CITY COUNCIL MEETING ADJOURNED AT 10:21 p.m.

Gene Goss, Mayor

Minutes taken and typed by:

Melinda Carrillo
City Clerk

MINUTES

Agenda - Regular Meeting of the Sierra Madre City Council,
Successor Agency and Public Finance Authority
Tuesday, November 8, 2016 – 6:30 p.m.

City Hall Council Chambers, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024

* At 6:30 p.m., City Clerk, Melinda Carrillo, read the roll, noting that all City Council members were present except for Council Member John Harabedian who was running a few minutes late due to traffic. Council Member Harabedian came in at 6:43 p.m.

CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL:

Present: Gene Goss, Mayor, Rachelle Arizmendi, Mayor Pro Tem, Council Members, Denise Delmar, John Capoccia and John Harabedian.

Absent: None

Also Present: Elaine Aguilar, City Manager
Teresa Highsmith, City Attorney
Vincent Gonzalez, Director of Planning and Community Preservation
Larry Giannone, Safety Director and Police Chief
Marcie Medina, Finance Director
Steve Heydorff, Fire Chief
James Carlson, Management Analyst
Bruce Inman, Director of Public Works
Joe Ortiz, Captain, Sierra Madre Police Department
Mike Amerio, City Treasurer
Melinda Carrillo, City Clerk

PLEDGE OF ALLEGIANCE AND INVOCATION/INSPIRATION:

Mayor Gene Goss, led the Pledge of Allegiance and composed a prayer over the weekend keeping in mind this week's Presidential Elections.

APPROVAL OF AGENDA WITH AMENDMENT TO MOVE ITEMS FOR DISCUSSION 3, 4 AND 5 WHICH ARE NOT TIME SENSITIVE TO THE NEXT CITY COUNCIL MEETING:

Moved: Mayor Pro Tem Rachelle Arizmendi

Seconded: Council Member John Capoccia

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachelle Arizmendi, Council Members John Capoccia and Denise Delmar

Noes: None

Absent: Council Member John Harabedian

Abstain: None

MAYOR AND CITY COUNCIL REPORTS:

- 1) Council Member Denisse Delmar had nothing to report.
- 2) Mayor Pro Tem Arizmendi reported that last week the Sierra Madre Post Office was dedicated to an immigrant and former resident of Sierra Madre, Sergeant Louis Van Iersel, a decorated Veteran who served during World War I and World War II.
- 3) Council Member John Capoccia had nothing to report.
- 4) Mayor Goss, reported he was a judge for the Halloween Costume Contest at Memorial Park on Halloween Day and felt the pressure, but it was an amazing event and photos of the winners are on the front page of the Mountain View News. The Mayor had the honor of addressing the Rotary Club at the Hart Park House honoring the Veterans here in town and our VFW post. Lastly, the Mayor has been diligently attending the Los Angeles County Sanitation Meetings and will give updates accordingly.

PRESENTATIONS:

- Presentation to retiring Public Safety Director and Chief of Police, Larry Giannone. Mayor Goss honored and presented Chief Giannone with a Certificate of Recognition and Sierra Madre Plaque.

PUBLIC COMMENT ON NON-AGENDA ITEMS:

- Chris, commented on his view regarding Pro-Choice after the 6th month and wanted to bring awareness.

Mayor Goss closed public comment.

AGENDA ACTION ITEMS:

* Elaine Aguilar, City Manager, gave the following report under the Consent Calendar.

1. CONSENT CALENDAR

- a) ADOPTION OF RESOLUTION 16-67 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS**

Recommendation that the City Council approve Resolution 16-67 for approval of payment of City Warrants in aggregate amount of \$529,443.92; Library warrants in the aggregate amount of \$4,521.49, and payroll transfer in the aggregate amount of \$307,315.81 for fiscal year ending June 2017.

- b) QUARTERLY FINANCIAL REPORT FIRST QUARTER OF FISCAL YEAR 2016-2017**

Recommendation that the City Council receive and file.

- c) TREASURER'S REPORT QUARTER ENDING SEPTEMBER 30, 2016**

Recommendation that the City Council receive and file.

- d) APPROVAL OF PURCHASES/SERVICES IN EXCESS OF \$25,000 FOR FISCAL YEAR 2016- 2017**

Recommendation that the City Council authorize the purchases, services, supplies, and contracts and authorize the encumbrance of funds based upon the estimated annual needs for each department.

- e) PROFESSIONAL SERVICES AGREEMENT – KNIGHT COMMUNICATIONS**

Recommendation that the City Council approve a Professional Services Agreement with Knight Communications and authorize the City Manager to execute the agreement.

- f) RECOMMENDATION TO DENY REQUEST FROM AMERICAN TOWER FOR THE PURCHASE OF A PERMANENT EASEMENT FOR AN EXISTING CELL TOWER AT THE SPREADING BASINS SITE**

Recommendation that the City Council deny a request from American Tower Corporation to purchase an easement covering its cell site at the spreading basins in lieu of providing monthly rental payments.

- g) ADDITIONAL FUNDING REQUEST FOR COMMUNITY FOREST MAINTENANCE AND APPROVAL OF THE ADOPT-A-TREE PROGRAM**

Recommendation that the City Council approve \$25,000 from General Fund Reserves for

community forest maintenance and approve the Adopt-A-Tree program.

h) SECOND READING OF ORDINANCE 1380 ADOPTING THE 216 CALIFORNIA BUILDING CODE

Recommendation that the City Council introduce and approve for second reading, by title only, waive further reading, and adopt Ordinance 1380, pursuant to the 2016 California Building Standards Code amendments, and direct the City Attorney to prepare a summary of Ordinance 1380 pursuant to Government Code Section 36933 (c)(1).

i) SECOND READING OF ORDINANCE 1381 ADOPTING THE 2015 INTERNATIONAL FIRE CODE AND 2016 CALIFORNIA FIRE CODE

Recommendation that the City Council introduce and approve for second reading, by title only, waive further reading, and adopt Ordinance 1381 amending Title 15.24 of the Sierra Madre Municipal Code relating to the adoption and amendments to the 2015 International Fire Code and the 2016 California Fire Code.

Mayor Goss opened for public comment but no input was given.

APPROVAL OF CONSENT CALENDAR AS PRESENTED:

Moved: Council Member John Capoccia

Seconded: Mayor Pro Tem Rachelle Arizmendi

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachelle Arizmendi, Council Members John Capoccia, John Harabedian and Denise Delmar

Noes: None

Absent: None

ITEMS FOR DISCUSSION

2. CONSIDERATION OF RESOLUTION 16-68 MODIFYING THE PART-TIME HOURLY WAGES IN THE SIERRA MADRE CLASSIFICATION PLAN AND MATRIX TO COMPLY WITH UPCOMING CALIFORNIA MINIMUM WAGE INCREASE

Recommendation that the City Council approve Resolution 16-68 modifying the part-time hourly wages in the Sierra Madre Classification Plan and Matrix, increasing part-time hourly wages for Library Page, Recreation Leader, Paramedic positions and authorize CalPERS eligibility for part-time Paramedics.

* Miguel Hernandez, Human Resources Analyst, presented.

Mayor Goss opened for public comment.

- Barbara Lee Cline, noted that EMTs are as qualified as Paramedics; and asked if the \$17.50 would exclude going into PERS?
- City Manager, Aguilar answered the above stating that the first trigger is 1000 hours per year for PERS and the \$17.50 is per hour worked.

Mayor Goss closed public comment.

MOVE TO APPROVE RESOLUTION 16-68 MODIFYING THE PART-TIME HOURLY WAGES IN THE SIERRA MADRE CLASSIFICATION PLAN AND MATRIX, INCREASING PART-TIME HOURLY WAGES FOR LIBRARY PAGE, RECREATION LEADER, PARAMEDIC POSITIONS AND AUTHORIZE CalPERS ELIGIBILITY FOR PART-TIME PARAMEDICS:

Moved: Council Member John Harabedian

Seconded: Mayor Pro Tem Rachelle Arizmendi

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachelle Arizmendi, Council Members John Capoccia, John Harabedian and Denise Delmar

Noes: None

Absent: None

** THE FOLLOWING ITEMS FOR DISCUSSION 3, 4 AND 5 WHICH ARE NOT TIME SENSITIVE WERE AMENDED AND MOVED TO THE NEXT CITY COUNCIL MEETING.*

3. RECOMMENDATION FOR THE APPROPRIATION OF WATER CONSERVATION GRANT FUNDS FROM SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

Recommendation that the City Council approve the appropriation of \$62,312.25 in water conservation funds from the San Gabriel Valley Municipal Water District to assist in the deployment of Advanced Metering Infrastructure.

4. RECOMMENDATION TO APPROVE A REQUEST FROM CROWN CASTLE FOR A LEASE EXTENSION FOR TWO EXISTING CELL TOWERS AT THE CITY MAINTENANCE YARD

Recommendation that the City Council approve extensions of two existing Crown Castle cellular communications site leases on City property and direct the City Manager to execute lease extension documents on behalf of the City.

5. CONSIDERATION OF EMPLOYMENT AGREEMENT AND A RESOLUTION FOR AN EXCEPTION TO THE 180-DAY WAIT PERIOD FOR POST-RETIREMENT EMPLOYMENT FOR THE POSITION OF INTERIM CITY MANAGER

Recommendation that the City Council approve Resolution 16-69 appointing CalPERS retired annuitant Elaine Aguilar to Interim City Manager and approving the employment agreement with PERS annuitant for Interim City Manager.

ITEMS PLACED FOR FUTURE AGENDA:

The above Items for Discussion 3, 4, and 5 were moved to the next City Council Meeting on November 22, 2016.

CITY COUNCIL MEETING ADJOURNED at 7:55 p.m.

Moved: Mayor Pro Tem Rachelle Arizmendi

Seconded: Council Member Denise Delmar

Ayes: Mayor Gene Goss, Mayor Pro Tem Rachelle Arizmendi, Council Members John Capoccia, John Harabedian and Denise Delmar

Noes: None



Gene Goss, Mayor

November 8, 2016 Minutes taken and typed by:



Melinda Carrillo
City Clerk

RESOLUTION NUMBER 16 – 70

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
APPROVING CERTAIN DEMANDS**

WHEREAS, the following demands have been reviewed and approved by the Finance Director; and,

WHEREAS, the Finance Director has verified that appropriated funds are available for payment thereof; and,

WHEREAS, the register of audited demands has been submitted to the City Council for approval; and

WHEREAS, City Warrants are the payment of bills, invoices and contractual obligations incurred by the City of Sierra Madre during the period enumerated therein, based on the approved fiscal year budget and existing budgetary authority, Municipal Code authority, or prior policy direction by the City Council; and

WHEREAS, Payroll Transfer is the transfer of funds to cover the payroll costs for all City employees for the period enumerated therein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sierra Madre does hereby approve payment of City Warrants in the aggregate amount of \$222,994.87; Sierra Madre Library Warrants in aggregate amount of \$4,273.62 and Payroll Transfer in the aggregate amount of \$295,082.21 the fiscal year ending June 30, 2017.

APPROVED AND ADOPTED this 22th day of November, 2016.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 16 – 70 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 22th day of November, 2016.

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Sierra Madre, California

**City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of November 22, 2016**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants	\$222,994.87
Sierra Madre Library Warrants	\$4,273.62
Payroll #23 Transfer.....	\$295,082.21

Warrant Register 11/22/16**Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY 1617	Manual Warrants	6,168.83	1-3
FY 1617	General Warrants - Utility Bills	52,055.01	4-5
FY 1617	General Warrants	164,771.03	6-10
	Total	222,994.87	

Fiscal Year	Description	Amount	
FY 1617	Library Warrants	4,273.62	11
	Total	4,273.62	

Date: 11/17/2016	Payroll #23 Electronic Tansfers From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.	295,082.21	
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Check Approval



City of Sierra Madre, CA

Page 1

Packet: APPKT03196 - MNCK111016
Vendor Set: 01 - Vendor Set 01

Check Date: 11/10/2016

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND					
<u>1497</u>	MOUNTAIN VIEWS NEWS				
APBWEST	Check	<u>CM140360</u>	Legal Notices Publication	10000.12000.52206	905.56
				Fund 10000 Total:	905.56
				Report Total:	905.56



Page 2

Packet: APPKT03199 - UTLY111616
Vendor Set: 01 - Vendor Set 01

Check Date: 11/16/2016

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 10000 - GENERAL FUND					
<u>1578</u>	PETTY CASH FUND-LIBRARY				
APBWEST	Check	<u>CM0000318</u>	PETTY CASH ADJUSTMENT	10000.00000.48200	-18.77
Fund 10000 Total:					-18.77
Fund: 32005 - LIGHTING DISTRICT #1 - OAKWOOD/VISTA					
<u>0384</u>	SOUTHERN CALIF. EDISON CO.				
APBWEST	Check	<u>INV019441</u>	ELEC CHGS 10/1-11/1/16	32005.83500.55003	0.20
Fund 32005 Total:					0.20
Fund: 32006 - LIGHTING DISTRICT - ZONE A					
<u>0384</u>	SOUTHERN CALIF. EDISON CO.				
APBWEST	Check	<u>INV019441</u>	ELEC CHGS 10/1-11/1/16	32006.83500.55003	0.44
Fund 32006 Total:					0.44
Fund: 32007 - LIGHTING DISTRICT - ZONE B					
<u>0384</u>	SOUTHERN CALIF. EDISON CO.				
APBWEST	Check	<u>INV019441</u>	ELEC CHGS 10/1-11/1/16	32007.83500.55003	2.30
Fund 32007 Total:					2.30
Fund: 32009 - SANTA ANITA/ARNO ASSESSMENT					
<u>0384</u>	SOUTHERN CALIF. EDISON CO.				
APBWEST	Check	<u>INV019441</u>	ELEC CHGS 10/1-11/1/16	32009.83500.55003	0.24
Fund 32009 Total:					0.24
Fund: 38005 - GAS TAX FUND					
<u>0384</u>	SOUTHERN CALIF. EDISON CO.				
APBWEST	Check	<u>INV019441</u>	ELEC CHGS 10/1-11/1/16	38005.83500.55003	34.43
Fund 38005 Total:					34.43
Fund: 39006 - FRIENDS OF THE LIBRARY DONATION FUND					
<u>1578</u>	PETTY CASH FUND-LIBRARY				
APBWEST	Check	<u>INV019458</u>	TEEN BOOK CLUB SUPPLIES	39006.90000.53999	12.52
		<u>INV019428</u>	TEEN DOCENT PROGRAM SUPPLIES	39006.90000.53999	11.97
		<u>INV019429</u>	THIRD THURSDAY BOOK CLUB SUPPLIES	39006.90000.53999	17.68
		<u>INV019460</u>	DISPLAY SUPPLIES	39006.90000.53999	21.97
		<u>INV019461</u>	ADULT BOOK CLUB SUPPLIES	39006.90000.53999	10.47
		<u>INV019459</u>	ADULT BOOK CLUB SUPPLIES	39006.90000.53999	9.67
		<u>INV019462</u>	STORYTIME COFFEE WITH A COP	39006.90000.53999	25.03
		<u>INV019430</u>	LIBRARY DISPLAY SUPPLIES	39006.90000.53999	8.70
Fund 39006 Total:					118.01
Fund: 60001 - INT SVC FND - FACILITIES MGT					
<u>0129</u>	AT&T				
APBWEST	Check	<u>8182463783-102316</u>	TELCOM DIV 911 PRGRM 10/23-11/22/16	60001.83200.55005	141.91
<u>0642</u>	VERIZON WIRELESS - LA				
APBWEST	Check	<u>9774360103-102516</u>	PH CHGS 9/26-10/25/16	60001.83200.55005	953.70
Fund 60001 Total:					1,095.61
Fund: 60003 - INT SVC FND - TECHNOLOGY					
<u>1439</u>	TIME WARNER CABLE				
APBWEST	Check	<u>8448300220131806-1</u>	CABLE SVC 11/11-12/10/16	60003.30000.52200	509.24
		<u>8448300220164625-1</u>	CABLE SVC 11/12-12/11/16	60003.30000.52200	209.80
Fund 60003 Total:					719.04
Report Total:					1,951.50



Packet: APPKT03194 - BOA110816
Vendor Set: 01 - Vendor Set 01

Check Date: 11/08/2016

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 10000 - GENERAL FUND					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV019450</u>	EA- Hilton LB Lodging	10000.11000.53402	501.20
		<u>INV019445</u>	VG - APA California	10000.40000.53402	70.00
		<u>INV019372</u>	LG Conference	10000.50000.53402	133.82
		<u>INV019447</u>	JO/ Coffee Supplies	10000.50000.53402	54.50
		<u>INV019374-1</u>	SH/ Propane	10000.61000.53999	37.88
		<u>INV019374-3</u>	SH/ Stealth Vault	10000.64000.53300	326.99
		<u>INV019374-2</u>	SH/ Containers	10000.64000.53999	548.40
		<u>INV019418-3</u>	RB/Organization Meeting	10000.70000.53999	30.65
		<u>INV019448</u>	BI/Fema Registration	10000.83300.53001	599.00
		<u>INV019418-6</u>	RB/ Amazon Prime Membership	10000.90000.52200	107.91
Fund 10000 Total:					2,410.35
Fund: 37006 - SENIOR CENTER					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV019418-4</u>	RB/Senior Excursion Newport 16	37006.72000.52200	103.00
Fund 37006 Total:					103.00
Fund: 39006 - FRIENDS OF THE LIBRARY DONATION FUND					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV019418-5</u>	RB/ Amazon Media	39006.90000.53406	5.55
		<u>INV019418-1</u>	RB/Amazon Media	39006.90000.53406	10.86
		<u>INV019418-7</u>	RB/ Amazon Media	39006.90000.53406	14.70
Fund 39006 Total:					31.11
Fund: 60002 - INT SVC FND - ADMINISTRATION					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV019451</u>	EA- Leage of CA Cities Division Meeting	60002.30000.53402	25.00
		<u>INV019449</u>	EA/ City Clerks Associatio of California	60002.30000.53409	130.00
		<u>INV019442</u>	EA- San Gabriel Valley Water Forum	60002.30000.53409	75.00
		<u>CM0000317</u>	CC MISC CHARGE	60002.30000.53999	-49.00
		<u>INV019453</u>	CC MISC CHARGE	60002.30000.53999	7.46
Fund 60002 Total:					188.46
Fund: 71000 - WATER ENTERPRISE FUND					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV019446</u>	CC/Dinner for Crew	71000.81100.52200	30.85
Fund 71000 Total:					30.85
Fund: 77003 - SPECIAL EVENTS					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV019418-2</u>	RB/ Senior Excursion Octoberfest 16	77003.79003.52999	548.00
Fund 77003 Total:					548.00
Report Total:					3,311.77



Page 4

Packet: APPKT03198 - UTY111616
Vendor Set: 01 - Vendor Set 01

Check Date: 11/16/2016

Table with columns: Vendor Number, Vendor Name, Bank Code, Payment Type, Invoice #, Invoice Description, Account Number, Distribution Amount. Includes sub-totals for various funds like 10000, 32008, 37006, 37007, 38005, 60000, 60001, and 60003.

Packet: APPKT03198 - UTY111616
Vendor Set: 01 - Vendor Set 01

Page 5

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 60007 - INT SVC FND - PERSONNEL AND RISK MGMT					
<u>0332</u>	PETTY CASH FUND-ADMIN				
APBWEST	Check	<u>INV019421</u>	POSTAGE	60007.70100.53101	13.45
		<u>INV019423</u>	HEALTH FAIR REFRESHMENT	60007.70100.53403	20.25
				Fund 60007 Total:	33.70
Fund: 71000 - WATER ENTERPRISE FUND					
<u>VEN02792</u>	FRONTIER CALIFORNIA INC				
APBWEST	Check	<u>20918837570307075</u>	PHONE CHGS 11/04-12/03/16	71000.81100.55005	52.27
<u>0384</u>	SOUTHERN CALIF. EDISON CO.				
APBWEST	Check	<u>2037520756-110916</u>	ELECTRICITY CHARGES 10/6-1107/16	71000.81100.55003	35,054.72
				Fund 71000 Total:	35,106.99
Fund: 77001 - AQUATICS					
<u>0384</u>	SOUTHERN CALIF. EDISON CO.				
APBWEST	Check	<u>2037520756-110916</u>	ELECTRICITY CHARGES 10/6-1107/16	77001.71000.55003	530.62
<u>0216</u>	THE GAS COMPANY				
APBWEST	Check	<u>13721935008-110816</u>	GAS CHGS 10/7-11/4/16	77001.71000.55004	2,730.03
				Fund 77001 Total:	3,260.65
Fund: 77003 - SPECIAL EVENTS					
<u>0332</u>	PETTY CASH FUND-ADMIN				
APBWEST	Check	<u>INV019422</u>	SENIOR EXCURSION DRIVER'S TIP	77003.79003.52999	110.00
		<u>INV019424</u>	HALLOWEEN HAPPENING SUPPLIES	77003.79004.53999	28.44
		<u>INV019420</u>	HALLOWEEN HAPPENING MEETING	77003.79004.53999	23.46
				Fund 77003 Total:	161.90
				Report Total:	52,055.01



Page 6

Packet: APPKT03203 - GEN112216
Vendor Set: 01 - Vendor Set 01

Check Date: 11/16/2016

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 10000 - GENERAL FUND					
<u>1552</u>	ARNOLD'S FRONTIER HARDWARE				
APBWEST	Check	<u>076483</u>	HARDWARE SUPPLIES	10000.61000.53204	13.58
		<u>076457</u>	HARDWARE SUPPLIES	10000.61000.53204	11.95
		<u>076451</u>	HARDWARE SUPPLIES	10000.61000.53204	19.61
		<u>076207</u>	HARDWARE SUPPLIES	10000.61000.53204	15.85
		<u>076452</u>	HARDWARE SUPPLIES	10000.61000.53204	1.41
		<u>076365</u>	HARDWARE SUPPLIES	10000.61000.53204	22.30
		<u>076112</u>	HARDWARE SUPPLIES	10000.61000.53204	14.69
		<u>076445</u>	HARDWARE SUPPLIES	10000.61000.53204	7.95
		<u>076500</u>	HARDWARE SUPPLIES	10000.61000.53204	4.35
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE				
APBWEST	Check	<u>076267</u>	STREET MAINTENANCE SUPPLIES	10000.83500.53206	6.53
		<u>074727</u>	STREET MAINTENANCE SUPPLIES	10000.83500.53206	38.04
		<u>076358</u>	STREET MAINTENANCE SUPPLIES	10000.83500.53206	5.44
		<u>076335</u>	STREET MAINTENANCE SUPPLIES	10000.83500.53206	15.99
<u>VEN02901</u>	BLAKE SILCOTT				
APBWEST	Check	<u>INV019454</u>	TRAINING REIMBURSEMENT	10000.61000.52205	457.50
<u>1200</u>	BLUE DIAMOND MATERIALS				
APBWEST	Check	<u>819614</u>	ASPHALT	10000.83500.53206	46.41
<u>0435</u>	CALIFORNIA PEACE OFFICERS ASSN				
APBWEST	Check	<u>31470</u>	Peace Officer Membership-Sworn	10000.50000.53409	125.00
		<u>29960</u>	Peace Officer Membership	10000.50000.53409	125.00
<u>VEN02903</u>	CPRS DISTRICT14				
APBWEST	Check	<u>0049</u>	CPRS Staff Training	10000.70000.52205	85.00
<u>0713</u>	DEPT OF JUSTICE				
APBWEST	Check	<u>198710</u>	Fingerprints	10000.50000.52200	164.00
<u>VEN01424</u>	FORENSIC NURSE RESPONSE TEAM				
APBWEST	Check	<u>10-27-15</u>	SART Exam	10000.50000.53304	800.00
<u>VEN02874</u>	HOWARD R. ROMERO				
APBWEST	Check	<u>10-16</u>	MEDICAL DIRECTOR SERVICES/OCT 16	10000.64000.52205	1,000.00
<u>0913</u>	IRWINDALE INDUSTRIAL CLINIC				
APBWEST	Check	<u>2130-691994</u>	Physicals	10000.50000.52106	365.00
				10000.61000.52100	40.00
<u>0397</u>	KEVORK TCHARKHOUTIAN				
APBWEST	Check	<u>16-211</u>	CITY ENGINEER SERVICES PLAN CHECK/ OCT 16	10000.82000.52100	1,780.00
		<u>16-1101</u>	RETAINER/OCT 16	10000.82000.52100	800.00
<u>VEN02891</u>	LANI RIDLEY				
APBWEST	Check	<u>INV019444</u>	Refund/UUT	10000.00000.42003	23.65
<u>VEN01628</u>	Law Enforcement Medical Services, Inc.				
APBWEST	Check	<u>12539</u>	Blood withdrawal/ Evidence	10000.50000.53304	55.00
<u>0640</u>	LIFE-ASSIST INC.				
APBWEST	Check	<u>076307</u>	EMS SUPPLIES	10000.64000.53300	9.80
		<u>771052</u>	EMS SUPPLIES	10000.64000.53300	538.48
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC				
APBWEST	Check	<u>48609</u>	LANDSCAPE MAINTENANCE	10000.81201.52200	174.93
				10000.83300.52200	5,608.60
<u>0307</u>	MYERS-STEVENS & CO. INC.				
APBWEST	Check	<u>1222819</u>	FF Insurance 10-16	10000.61000.51205	243.00
		<u>1222817</u>	Fire Fighter Insurance	10000.61000.51205	225.00
		<u>1222818</u>	FF Insurance 9-16	10000.61000.51205	243.00
<u>VEN02898</u>	NATIONAL MEDICAL SERVICES INC				
APBWEST	Check	<u>SIERRAMADREPD110</u>	Medical Services	10000.50000.53304	256.00
<u>1402</u>	NFPA				

Page 7

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APBWEST	Check	<u>6831278Y</u>	NFPA MEMBERSHIP	10000.61000.53409	175.00
<u>0786</u>	OFFICE DEPOT, INC	APBWEST	Check	<u>875193236001</u>	Office supplies	10000.50000.53100	50.12
				<u>876309296001</u>	Office supplies	10000.50000.53100	57.82
				<u>875195296001</u>	Office supplies	10000.50000.53100	5.50
<u>0323</u>	PASADENA HUMANE SOCIETY	APBWEST	Check	<u>NOV2016CtySM</u>	Animal Control Services	10000.50000.52004	2,317.50
<u>1082</u>	POSITIVE PROMOTIONS, INC.	APBWEST	Check	<u>05626560</u>	Supplies for Children of Community	10000.50000.53999	223.45
<u>1483</u>	PRO PRINTING INC	APBWEST	Check	<u>46539</u>	Business Cards/ Police Department	10000.50000.53102	30.52
<u>VEN01257</u>	STANDARD INSURANCE COMPANY	APBWEST	Check	<u>INV019456</u>	FF Insurance	10000.61000.51303	176.40
<u>VEN02631</u>	THE CODE GROUP INC	APBWEST	Check	<u>72357</u>	Planning Consultant/SEPT16	10000.40000.52200	4,125.00
<u>VEN02863</u>	THE COUNSELING TEAM INTERNATIONAL	APBWEST	Check	<u>32394</u>	Psychological Assessments	10000.50000.52100	300.00
<u>0404</u>	TOM'S UNIFORMS	APBWEST	Check	<u>5892</u>	EMS UNIFORMS	10000.64000.53303	260.51
				<u>6838</u>	EMS UNIFORMS	10000.64000.53303	250.70
<u>VEN02666</u>	V & V MANUFACTURING INC	APBWEST	Check	<u>43617</u>	Sierra Madre Police Badges	10000.50000.53303	253.81
<u>0425</u>	WILLDAN ASSOCIATES	APBWEST	Check	<u>002-17269</u>	Inspection and Plan Check Services/OCT16	10000.40000.52100	35,141.42
<u>1053</u>	WITTMAN ENTERPRISES, LLC	APBWEST	Check	<u>1609056</u>	EMS BILLING SERVICES/AUG & SEPT16	10000.64000.52200	4,736.96
<u>1387</u>	ZOLL MEDICAL CORP	APBWEST	Check	<u>2442178</u>	EMS SUPPLIES	10000.64000.53300	661.36
Fund 10000 Total:							62,109.13
Fund:	32002 - LANDSCAPE DIST #3-CENTRAL BUSINESS ASSMNT DIST						
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC	APBWEST	Check	<u>48609</u>	LANDSCAPE MAINTENANCE	32002.83000.52200	461.54
Fund 32002 Total:							461.54
Fund:	32005 - LIGHTING DISTRICT #1 - OAKWOOD/VISTA						
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC	APBWEST	Check	<u>48609</u>	LANDSCAPE MAINTENANCE	32005.83000.52200	431.89
						32005.83500.52200	632.51
Fund 32005 Total:							1,064.40
Fund:	32006 - LIGHTING DISTRICT - ZONE A						
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC	APBWEST	Check	<u>48609</u>	LANDSCAPE MAINTENANCE	32006.83000.52200	86.97
Fund 32006 Total:							86.97
Fund:	32007 - LIGHTING DISTRICT - ZONE B						
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC	APBWEST	Check	<u>48609</u>	LANDSCAPE MAINTENANCE	32007.83000.52200	539.61
Fund 32007 Total:							539.61
Fund:	32008 - PARKING ASSMNT DIST						
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC	APBWEST	Check	<u>48609</u>	LANDSCAPE MAINTENANCE	32008.83000.52200	817.32
Fund 32008 Total:							817.32
Fund:	37006 - SENIOR CENTER						
<u>VEN01969</u>	INLAND EMPIRE STAGES	APBWEST	Check	<u>49050</u>	Senior Excursions	37006.72000.52200	620.00
Fund 37006 Total:							620.00
Fund:	38005 - GAS TAX FUND						
<u>1024</u>	ATHENS	APBWEST	Check	<u>2731914</u>	STREET SWEEPING- OCT 16	38005.81201.52200	7,669.89
				<u>2628051</u>	STREET SWEEPING- SEPT 16	38005.81201.52200	7,669.89

Packet: APPKT03203 - GEN112216
Vendor Set: 01 - Vendor Set 01

Page 8

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 60000 - INT SVC FND - FLEET					
<u>0207</u>	ERNIE'S AUTO PARTS				
APBWEST	Check	<u>14IN251958</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	26.03
		<u>14IN250904</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	17.57
		<u>14IN251349</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	40.70
		<u>14IN251351</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	39.43
		<u>14IN250841</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	112.97
		<u>14CR041123</u>	RETURN MASS AIR FLOW SENS	60000.83100.53208	-32.00
		<u>14IN251200</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	42.56
		<u>14IN251259</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	38.15
		<u>14IN251079</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	54.94
		<u>14IN251815</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	186.06
		<u>14IN251687</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	8.65
		<u>14IN251311</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	23.02
		<u>14IN251189</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	9.74
<u>0321</u>	PARKHOUSE TIRE, INC.				
APBWEST	Check	<u>1010530021</u>	TIRES AND LABOR	60000.83100.53208	660.14
		<u>1010530703</u>	TIRES AND LABOR	60000.83100.53208	990.21
<u>VEN01558</u>	PAT'S TIRE SERVICE				
APBWEST	Check	<u>36409</u>	TIRE PARTS AND SERVICES	60000.83100.53208	150.00
<u>0403</u>	TRIANGLE TRUCK PARTS				
APBWEST	Check	<u>306531</u>	TRUCK EQUIPMENT AND PARTS	60000.83100.53208	42.50
<u>1390</u>	VALLEY POWER SYSTEMS				
APBWEST	Check	<u>125580</u>	FD ENGINE REPAIR	60000.83100.52200	1,131.39
				Fund 60000 Total:	3,542.06
Fund: 60001 - INT SVC FND - FACILITIES MGT					
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE				
APBWEST	Check	<u>076322</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	27.24
		<u>076440</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	12.19
		<u>076349</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	12.19
		<u>076152</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	35.85
		<u>076441</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	12.19
		<u>076204</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	19.60
		<u>076354</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	40.29
		<u>076320</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	9.23
		<u>076416</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	13.22
		<u>076175</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	23.06
		<u>076473</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	5.44
		<u>076412</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	9.80
		<u>076316</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	8.80
		<u>076197</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	7.62
		<u>076456</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	2.51
		<u>076148</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	25.54
		<u>076446</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	44.47
		<u>076472</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	58.84
		<u>076460</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	20.69
<u>0714</u>	CINTAS CORPORATION #693				
APBWEST	Check	<u>693697755</u>	UNIFORM CLEANING	60001.83200.53303	288.26
<u>0169</u>	CITY WHOLESALE ELECTRIC CO.				
APBWEST	Check	<u>220648</u>	ELECTRICAL SUPPLIES / FACILITY	60001.83200.53200	71.24
<u>VEN01613</u>	GANAHL LUMBER COMPANY				
APBWEST	Check	<u>R735467</u>	RICHARDSON HOUSE/ LIZZY'S PROJECT	60001.83200.56002	243.30
<u>1336</u>	L.A. CO. FIRE DEPT.				
APBWEST	Check	<u>IN0239693</u>	ANNUAL HAZARDOUS MATERIAL DISCLOSURE	60001.83200.52401	1,820.67
		<u>IN0239694</u>	ANNUAL HAZARDOUS MATERIAL DISCLOSURE	60001.83200.52401	535.00
<u>1724</u>	LAWRENCE ROLL-UP DOORS INC				
APBWEST	Check	<u>1614092</u>	FD ROLL UP DOOR MAINTENANCE	60001.83200.53200	528.50
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC				
APBWEST	Check	<u>48609</u>	LANDSCAPE MAINTENANCE	60001.83200.52200	1,129.63

Page 9

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN02047</u>	Mission Fence and Patio Builders	APBWEST	Check	<u>10435</u>	MATERIAL AND SUPPLIES	60001.83200.56002	327.52
<u>1372</u>	ORKIN COMMERCIAL SERVICES	APBWEST	Check	<u>134348772A</u> <u>135125840</u>	PEST CONTROL PEST CONTROL	60001.83200.52200 60001.83200.52200	63.47 197.42
<u>1485</u>	RED SUPPLY INC	APBWEST	Check	<u>40702</u> <u>38996</u> <u>40526</u>	PLUMBING HEATING SUPPLIES PLUMBING HEATING SUPPLIES PLUMBING HEATING SUPPLIES	60001.83200.53200 60001.83200.53200 60001.83200.53200	570.25 22.29 348.77
Fund 60001 Total:							6,535.09
Fund: 60002 - INT SVC FND - ADMINISTRATION							
<u>0814</u>	HDL, COREN & CONE	APBWEST	Check	<u>0023290-IN</u>	Prof Svc/Property Tax Consultants	60002.30000.52100	1,980.00
Fund 60002 Total:							1,980.00
Fund: 60003 - INT SVC FND - TECHNOLOGY							
<u>1786</u>	AXONTECH LLC	APBWEST	Check	<u>7554</u> <u>7553</u> <u>7568</u>	Monthly Datto Service Monthly Datto Service Computer Supplies/Switch & Surge Protector Ou	60003.30000.52200 60003.30000.52200 60003.30000.53103	1,298.00 1,298.00 346.75
<u>VEN02854</u>	KNIGHT COMMUNICATIONS INC	APBWEST	Check	<u>2010745</u>	IT Services Management	60003.30000.52100	4,800.00
<u>1641</u>	RICOH AMERICAS CORP	APBWEST	Check	<u>52126917</u>	COPIER LEASE	60003.30000.53210	793.18
<u>VEN02829</u>	RINGCENTRAL INC	APBWEST	Check	<u>158161</u>	DIGITAL PHONE SYSTEM	60003.30000.55005	4,812.46
<u>1799</u>	TYLER TECHNOLOGIES INC	APBWEST	Check	<u>025-171780</u>	UB Online Svc Fee and Transaction Fee	60003.30000.52200	225.00
<u>0429</u>	XEROX CORPORATION	APBWEST	Check	<u>086834752</u> <u>086834753</u>	Copier Lease/SER#MX4-344353/OCT16 Copier Lease/SER#MX4-344809/OCT16	60003.30000.53210 60003.30000.53210	514.14 612.96
Fund 60003 Total:							14,700.49
Fund: 60007 - INT SVC FND - PERSONNEL AND RISK MGMT							
<u>VEN02012</u>	Better Impact	APBWEST	Check	<u>INV-101035</u>	Volunteer Software Annual Subscription	60007.70100.53409	810.00
<u>1359</u>	HIRERIGHT, LLC	APBWEST	Check	<u>H0091067</u>	Backgrounds	60007.70101.52100	127.64
<u>0913</u>	IRWINDALE INDUSTRIAL CLINIC	APBWEST	Check	<u>2130-691994</u>	Physicals	60007.70100.52100 60007.70101.52106	100.00 430.00
<u>VEN02729</u>	SONIA CRUZ	APBWEST	Check	<u>INV019505</u>	Tuition Reimbursement SC FIN	60007.70100.53401	1,953.00
Fund 60007 Total:							3,420.64
Fund: 71000 - WATER ENTERPRISE FUND							
<u>0821</u>	ACV SYSTEMS, LLC	APBWEST	Check	<u>2475</u>	MAINTENANCE PRESSURE REDUCING VALVES	71000.81100.52200	1,814.23
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE	APBWEST	Check	<u>074514</u>	CREDIT RETURN BRASS FIT 1/8 PLUG	71000.81100.53200	-1.08
<u>VEN02856</u>	BEE EMERGENCY RESPONSE TEAM	APBWEST	Check	<u>30346</u>	BEE REMOVAL	71000.81100.52200	125.00
<u>1200</u>	BLUE DIAMOND MATERIALS	APBWEST	Check	<u>819614</u>	ASPHALT	71000.81100.53206	49.51
<u>VEN02902</u>	IDMODELING INC	APBWEST	Check	<u>295-001-002</u> <u>295-001-001</u>	WATER MODEL & MASTER PLAN/ OCT 16 WATER MODEL & MASTER PLAN/SEPT 16	71000.81100.52100 71000.81100.52100	8,846.60 25,679.60
<u>VEN01500</u>	INLAND WATER WORKS SUPPLY CO.	APBWEST	Check	<u>288450</u> <u>288499</u> <u>288228</u> <u>288467</u> <u>288500</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES DISTRIBUTION SYSTEM REPAIR SUPPLIES DISTRIBUTION SYSTEM REPAIR SUPPLIES DISTRIBUTION SYSTEM REPAIR SUPPLIES DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200 71000.81100.53200 71000.81100.53200 71000.81100.53200 71000.81100.53200	199.25 1,347.24 945.20 65.40 396.76

Page 10

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
	APBWEST	Check			
		<u>288227</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	255.61
		<u>288496</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	87.21
		<u>288501</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	70.20
		<u>287881</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	109.00
		<u>288497</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	78.48
		<u>288498</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	170.04
<u>1336</u>	L.A. CO. FIRE DEPT.				
	APBWEST	Check			
		<u>IN0240445</u>	ANNUAL HAZARDOUS MATERIAL DISCLOSURE	71000.81100.52001	1,694.00
		<u>IN0239693</u>	ANNUAL HAZARDOUS MATERIAL DISCLOSURE	71000.81100.52401	1,820.66
<u>VEN01529</u>	METRON-FARNIER LLC				
	APBWEST	Check			
		<u>23339</u>	WATER METERS	71000.81100.56011	1,646.55
<u>0391</u>	STATE BOARD OF EQUALIZATION				
	APBWEST	Check			
		<u>1386785V</u>	WATER RIGHTS FEE	71000.81100.52401	249.00
		<u>Q040763R</u>	WATER RIGHTS FEE	71000.81100.52401	348.00
<u>0410</u>	UNDERGROUND SERVICE ALERT				
	APBWEST	Check			
		<u>1020160673</u>	DIG ALERT SERVICES	71000.81100.52200	87.00
<u>0335</u>	WATERLINE TECHNOLOGIES				
	APBWEST	Check			
		<u>5356895</u>	CHLORINE GAS CYLINDER	71000.81100.53209	2,641.15
Fund 71000 Total:					48,724.61
Fund:	72000 - SEWER				
<u>1310</u>	COMMERCIAL TRANSPORTATION SVCS				
	APBWEST	Check			
		<u>3113</u>	VEHICLE INSPECTION CLASS	72000.81200.52205	152.60
<u>1336</u>	L.A. CO. FIRE DEPT.				
	APBWEST	Check			
		<u>IN0239693</u>	ANNUAL HAZARDOUS MATERIAL DISCLOSURE	72000.81200.52401	1,820.67
<u>0425</u>	WILLDAN ASSOCIATES				
	APBWEST	Check			
		<u>00514491</u>	PROFESSIONAL SERVICES	72000.81200.56010	750.00
Fund 72000 Total:					2,723.27
Fund:	77003 - SPECIAL EVENTS				
<u>0498</u>	SIMON EQUIPMENT CO INC				
	APBWEST	Check			
		<u>69567</u>	Light Towers for Alegria Street	77003.79004.53999	177.12
Fund 77003 Total:					177.12
Fund:	77004 - SERVICES MOVIE/OES DETAILS				
<u>VEN02886</u>	RFP3, INC				
	APBWEST	Check			
		<u>INV019455</u>	Filming deposit refund	77004.00000.23001	1,929.00
Fund 77004 Total:					1,929.00
Report Total:					164,771.03



Page 11

Packet: APPKT03201 - LIB112216
Vendor Set: 01 - Vendor Set 01

Check Date: 11/16/2016

Table with columns: Vendor Number, Vendor Name, Bank Code, Payment Type, Invoice #, Invoice Description, Account Number, Distribution Amount. Includes sub-totals for Fund 10000, Fund 39002, and Fund 39006.



City of Sierra Madre Agenda Report

Gene Goss, Mayor
Rachelle Arizmendi, Mayor Pro Tem
John Capoccia, Council Member
Denise Delmar, Council Member
John Harabedian, Council Member

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Stephen F. Heydorff, Fire Chief 

DATE: November 22, 2016

SUBJECT: MEDICARE REVALIDATION

SUMMARY

Medicare providers are required to revalidate their enrollment record information every three to five years. To complete revalidation, the provider's governing body must include a letter of fiscal responsibility in the event that there is any outstanding debt owed to Centers for Medicare and Medicaid Services (CMS). Revalidation is required for the Sierra Madre Fire Department to continue to receive reimbursement from Medicare.

ANALYSIS

The Sierra Madre Fire Department is required to complete revalidation with Medicare in order to continue receiving reimbursement for Medicare patients treated and transported by Sierra Madre paramedics. This is a standard procedure required by all Fire Departments and private ambulance companies requesting Medicare reimbursement. Revalidation applications are submitted to Medicare by Wittman Enterprises, LLC on behalf of the Sierra Madre Fire Department.

Failure to submit a revalidation application may result in a deactivation of Medicare billing privileges.

In order to complete revalidation, the City of Sierra Madre must submit a letter stating their fiscal responsibility for any outstanding debt owed to CMS in the event of Medicare overpayments.

FINANCIAL REVIEW

There is no financial impact related to this agenda item.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of the report are available via the City's website at www.cityofsierramadre.com, at the City Hall public counter, and the Sierra Madre Public Library.

ALTERNATIVES

1. The City Council may approve and sign the Fiscal Responsibility letter to complete Medicare Revalidation.
2. The City Council may choose not to approve or sign the Fiscal Responsibility letter and provide staff with direction.

COMMITTEE / COMMISSION RECOMMENDATION

STAFF RECOMMENDATION

Staff recommends the City Council approve and sign a letter of fiscal responsibility for Medicare Revalidation.

Attachments (1):

1. Letter of Fiscal Responsibility

November 8, 2016

Noridian - Medicare Part B
Attn: Provider Enrollment
900 42nd St S
Fargo, ND 58103

To whom it may concern:

The *City of Sierra Madre* attests that it will be legally and financially responsible for Medicare payments received including any potential overpayments. *The City of Sierra Madre* further attests that it will be legally and financially responsible in the event that there is any outstanding debt owed to CMS.



City of Sierra Madre Agenda Report

Gene Goss, Mayor
Rachelle Arizmendi, Mayor Pro Tem
John Capoccia, Council Member
Denise Delmar, Council Member
John Harabedian, Council Member

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager *EIA*

INITIATED BY: Bruce Inman, Director of Public Works *B. Inman*

DATE: November 22, 2016

SUBJECT: RECOMMENDATION TO APPROVE A REQUEST FROM CROWN CASTLE FOR A LEASE EXTENSION FOR TWO EXISTING CELL TOWERS AT THE MAINTENANCE YARD

SUMMARY

Staff recommends that the City Council approve extensions of two existing Crown Castle cellular communications site leases on City property and direct the City Manager to execute lease extension documents on behalf of the City.

ANALYSIS

The City was originally approached by Crown Castle, lease holder of two cellular communications sites in the City's maintenance yard in the fall of 2015. Crown Castle proposed a 25-year lease extension or optionally the purchase of easements covering each of the sites. On December 8, 2015 the City Council reviewed the Crown Castle proposal and direction was provided to staff to negotiate a better deal for the City regarding only the option of the 25-year lease extension.

Staff has worked with Crown Castle to develop that company's best and final offer for City Council review at this time. The attached proposal provides that best and final offer. A revenue projection spreadsheet is attached to this report for comparison of each of the options that staff discussed with Crown Castle along with the total revenue estimated for each option. The average CPI increase over the last 3 years has been 1.1%. That multiplier has been what has been used to project rental revenues through the existing and proposed terms of the leases.

Option One

As with the original 2015 Crown Castle proposal an increase of 15% in the monthly rent in year 2027 at the beginning of the extended lease. Annual CPI rent increases would continue thereafter.

Option Two

An immediate rent increase of 5% is offered, effective the second full month after the execution of the lease extension. Annual CPI rent increases would continue thereafter.

Option Three

Crown Castle has offered to eliminate the variable CPI increase and instead begin a flat 3% annual increase in rent beginning in 2017. The 2006-2016 average inflation rate has been 1.83%. In 2011, inflation ran at 3% and only once in those eleven years did inflation exceed 3%, when in 2007 inflation reached 4.1%. Thus it appears that the 3% annual increase factor that is proposed will be more beneficial to the City than going with an annual CPI increase.

The Crown Castle proposal asks for a 25 year extension to the lease, and implies that they would like to explore an evergreen lease arrangement. The evergreen lease is not a part of the current lease discussion, however. The proposal also asks for an option to obtain an additional 300 square feet at the T-Mobile site, which staff believes is possible without interfering with City operations, a right of first refusal should the City seek to sell or offer other rights to Crown castle's competitors, and a provision for Crown castle to sub lease the tower sites to other cell communications providers.

FINANCIAL REVIEW

The existing leases terminate in 2027. The estimated revenue totals for the existing leases are \$354,906 for the Sprint site and \$348,293 for the T-Mobile site for a total of \$703,199.

The proposed rental increases for lease extension for the Sprint site can be maximized using the proposed level 3% per year increase, as shown in the attached Revenue Estimate. The total estimated revenue would be \$1,841,536 or over \$1.4 million additional revenue to the City from that site. Staff recommends approval of the Sprint site lease extension based on the 1.3 annual multiplier.

The proposed rental increases for lease extension for the T-Mobile site can be maximized using the proposed level 3% per year increase, as shown in the attached Revenue Estimate. The total estimated revenue would be \$1,807,223 or over \$1.4 million additional revenue to the City from that site. Staff recommends approval of the T-Mobile site lease extension based on the 1.3 annual multiplier.

In consideration of the reasonable changes in the lease agreement, in addition to the change in the annual escalation factor, Crown Castle is offering a signing bonus of \$30,000 (double the December 2015 offer) and a 25% revenue share from any subtenant on the T-Mobile Tower.

Staff recommends that the two proposed 25-year lease extensions be approved by City Council in order to generate additional general fund revenue for the City for the years

Approval of Cellular Site Lease Extensions

November 22, 2016

Page 3 of 3

2027 through 2052. The total estimated revenue for the remaining term of the extended leases is \$3,648,759.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter and the Sierra Madre Public Library.

STAFF RECOMMENDATION

Staff recommends that the City Council approve extensions of two existing Crown Castle cellular communications site leases on City property and direct the City Manager to execute lease extension documents on behalf of the City.

Attachments: Staff Report December 8, 2015
 Minutes from December 8, 2015
 Current Crown Castle Offer
 Estimate of Revenue
 Revenue Comparison



1c COPY

City of Sierra Madre Agenda Report

John Capoccia, Mayor
Gene Goss, Mayor Pro Tem
Rachelle Arizmendi, Council Member
Denise Delmar, Council Member
John Harabedian, Council Member

Nancy Shollenberger, City Clerk
Richard Mays, City Treasurer

TO: Honorable Mayor Capoccia and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Bruce Inman, Director of Public Works 

DATE: December 8, 2015

SUBJECT: CONSIDERATION OF PURCHASE PROPOSAL FROM CROWN CASTLE TO OBTAIN PERPETUAL EASEMENTS FROM THE CITY FOR EXISTING CELLULAR SITES LOCATED ON CITY-OWNED PROPERTY

SUMMARY

Staff recommends that the City Council approve the extension of two cellular site leases, and direct staff to negotiate terms of the extension of lease agreements, with final approval of the extended leases to return to the City Council for approval.

ANALYSIS

Staff has been approached by a representative of Crown Castle (formerly Global Signal), leaseholder of two cellular sites located on City property in the City's maintenance yard, with proposals for extension of their rights to operate those cellular facilities. One of the proposals is for an extension of the existing leases. The other proposal is for the purchase of long-term or permanent easements for those sites.

The first site in question is identified as the gray steel traditional pole adjacent to the Dog Park, identified as Crown Castle Site #877947 location of a Sprint operation. The second site is adjacent to the main gate to the maintenance yard and in the form of a mono-pine tower shared by T-Mobile and A,T & T. This is Crown Castle Site #824768. For purposes of this report the sites will be identified by their primary occupants, Sprint and T-Mobile.

1c COPY

Current Crown Castle Leases

<u>Leaseholder</u>	<u>Began</u>	<u>Term</u>	<u>Extensions</u>	<u>Expiration</u>	<u>Current Rent</u>
<u>Sprint</u>	8/9/1996	5 years	1 x 5 years	8/31/2006	(Global Signal)
<u>Global Signal</u>	8/1/2007	10 years	2 x 5 years	8/31/2027	\$31,565/yr
<u>T-Mobile</u>	10/11/2007	10 years	2 x 5 years	10/31/2027	\$27,109/yr

Rent on both leases automatically increases by a CPI factor (4% maximum) each year.

For the wireless industry, leases with 15 years or less are of urgent importance, and the focus of Crown Castle's efforts to contact property owners and negotiate a lease extension or easement to secure the land beneath the tower. Just as government agencies plan for capital improvements, carriers make multi-year plans for equipment upgrades and co-locations. These investments are only possible where the ground beneath the tower is secure. Landlords often ask why they should extend a lease which has many years remaining. Long lease terms are essential to tower viability because carriers are less likely to co-locate or upgrade equipment on towers with less than 15 years remaining on the lease term. Without carrier investment, tower viability declines; closer to the lease expiration, carriers may look to secure their networks by relocating their equipment. Extending the lease term improves the viability of the tower site, by making it more attractive for equipment upgrades and carrier co-location.

Crown Castle Proposal

Crown Castle offers three options to the City; a lease extension of 25 years, purchase of easements covering the cell sites for 30 year terms, or purchase of perpetual easements over the two sites.

The lease extension option would result in the leases expiring in August and October of 2052. At the beginning of the extended term in 2027 the City would receive a 15% rent increase, then continue with the annual CPI increases thereafter. Should the City agree to provide an option for Crown Castle to obtain an additional 300 square feet at either site, (with location to be agreeable to both parties,) Crown Castle would provide an additional signing bonus of \$15,000 and would pay to the City in addition to the monthly rental, 20 percent of the rental payments they receive from their future subtenant.

The 30 year term easement would provide a Crown Castle down payment of \$75,000 and 8 annual payments of \$62,180, for a total revenue to the City of \$572,440 over nine years. At the end of the 30 years, the lease payments would resume.

Under the perpetual easement concept Crown Castle would pay the City a lump sum of \$963,900. Or a \$100,000 down payment would be made, with 8 annual payments of 102,605 for a total of \$920,840.

FINANCIAL

Utilizing a 2.1 percent inflation rate (average over the last ten years) and the Crown Castle proposed 15% rent increase in 2027, staff has estimated that the total rental revenue that would be generated by the two sites would be slightly more than \$3.6 million. Or, using the same criteria, the proposed \$963,900 lump sum amount would be equaled in about 2028, with forfeiture of any subsequent rental revenue if the lump sum option is selected. The options proposed in the Crown Castle letter of December 1, 2015 are shown in the following table. As noted in the Crown Castle letter, other options may be available.

Leasing Option	Lease Expiration	Estimated Total Revenue
Current leases	August/October 2027	\$866,659
Extended leases	August/October 2052	\$3,675,713*
Perpetual Easement	None	\$963,900
30-Year Easement	August/October 2057	\$572,440

* Does not include \$15,000 signing bonus or subtenant rental revenue.

If the Council directs staff to proceed with the negotiation of lease extensions for the two sites, there will likely be a lengthy back-and-forth regarding the lease agreement documents. Upon completion of the lease documents, staff will bring the matter back to the City Council for approval. To aid in the negotiations and simplify the final approval process of the lease agreements, if Council would like to see any modifications to the current proposal from Crown Castle, such direction should be provided to staff at this time.

ENVIRONMENTAL

There is no environmental impact to any action taken on this matter at this time. Under the existing lease agreements, there can be no increase in activity at the sites without prior City approval; such application by Crown Castle would trigger environmental review.

ALTERNATIVES

The alternatives available to the City are listed in the table above. However, Crown Castle has noted that the proposals can be adjusted somewhat. As the option which will potentially generate the most revenue for the City, staff recommends that the lease extension option be selected. However, any lease agreement will include termination clauses to allow either party to terminate the lease at any time. Thus there is a risk that the full \$3.6 million may not be reached if either or both of the leases are terminated prior to the proposed expiration dates. The 30 year and perpetual easements can potentially provide a guaranteed amount of revenue.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of the report are available via the City's website at www.cityofsierramadre.com, at the City Hall public counter, and the Sierra Madre Public Library.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the extension of two cellular site leases, and direct staff to negotiate terms of the extension of lease agreements, with final approval of the extended leases to return to the City Council for approval.

Attachments: Crown Castle Proposal
 Staff estimate of revenue

A red stamp consisting of a small square containing the letter 'C', followed by the word 'COPY' in a bold, sans-serif font.



Crown Castle
301 North Cattlemen Road, Suite 200
Sarasota, FL 34232

December 1, 2015

Mr. Bruce Inman, Public Works Director
City of Sierra Madre
232 W. Sierra Madre Boulevard
Sierra Madre, CA 91024

Proposals for Cell Tower Leases in Sierra Madre Park, our files 877947 and 824768

Good morning Mr. Inman,

This letter memorializes the proposals provided by Crown Castle to the City of Sierra Madre regarding two cell towers on the City's property, at Sierra Madre Park.

Crown Castle's cell tower management focuses on maximizing the long term success of each tower site, through relationships with property owners and carriers. Unlike carrier owned towers, Crown Castle's core business is management of wireless infrastructure. Crown Castle's national relationships with carriers promote co-location and tower upgrades. Part of my job working with tower landlords in the lease extension discussion is to update and improve older leases, to support our mutual success. For example, we can update lease terms such as the City's insurance requirements and notice information, and improve business terms such as the rent, and improve the marketability of the tower.

Lease Extension Proposal:

Crown Castle would like to add to each of the two current leases:

- A 25 year lease extension in five additional automatically renewing terms of five years each; this would extend the current lease expiration dates to 7/31/2052 and 10/31/2052.
- A right of first refusal for the tower site only, giving Crown Castle the opportunity to provide the City with an offer should you wish to sell or grant any other rights, solely to our industry competitors.
- An option to add up to 300 square feet of additional land to either or both of the existing tower sites, should it be needed by existing or future carriers on the tower. The location of the option area would be immediately adjacent to the existing tower compound, in a mutually agreeable configuration.

As consideration for the improvements to our agreement, Crown Castle will provide for the following:

- A 15% rent increase at the beginning of the extended terms in 2027 IN ADDITION TO the annual rent increase on that same date. Thereafter, annual CPI rent increases will continue throughout the extended terms.
- With an option for additional land, Crown Castle can offer a revenue share provision for the sublease at the site to an unaffiliated third party not already a subtenant on the Property; Lessee agrees to pay to Lessor twenty percent (20%) of the rental payments actually received by Lessee

from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Lessee).

- In consideration of these lease improvements, Crown Castle will provide a \$15,000 (total) signing bonus payable within 60 days of the full execution of the amendment.

Easement Purchase Proposal:

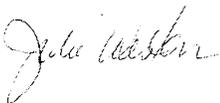
Some property owners are interested in selling their interest in the tower revenue, shifting future risk from the landlord to Crown Castle. We are always interested in purchasing an easement for a tower site, either for a finite period such as 30 years, or a perpetual easement. An easement is an offer from Crown to purchase the use of the property that we presently lease for the current tower operations. The property owner retains ownership of the site, but allows Crown the right to use the property for as long as it is needed.

- For a perpetual easement for each of the two sites, Crown Castle can pay the City \$963,900 in a lump sum payment.
- For a perpetual easement for either or both sites, Crown Castle could pay the highest amount as a down payment and then multi-year installments, with interest. For example, for both sites combined, with a \$100,000 down payment, and 8 annual payments with 3.75% interest, the annual payments would be \$102,605.
- For a 30 year term for both sites combined, with a lease extension to extend the term of the lease beyond the 30 year period, Crown Castle could pay \$75,000 down, and 8 annual payments of \$62,180, including 3.75% interest. At the end of the 30 year period, the lease payments would resume, at the previous amount including all scheduled escalations.
- Note: I can adjust either a perpetual easement or the term payment to be a single payment at closing, instead of multi-year installments; this will result in a lower total amount. I can also adjust the proposal to provide separate proposals for the two sites, if the City wishes to treat them differently. I selected the two options here as examples of available options.

With the City's decision regarding the most advantageous option, I present the terms to Crown Castle's Finance Committee for review, and with their approval, Crown Castle's outside counsel prepares the amendment drafts. The drafts are forwarded for review by the City, and with the agreed upon revisions, final form documents are produced and shipped to the City for review, approval and execution. Crown Castle pays all closing costs including document preparation, postage and recording.

Thank you for your consideration.

Sincerely,



Julie Weston, Crown Castle Lease Specialist
941-308-5205
Julie.weston@crowncastle.com

Sprint Annual Rent

T-Mobile Annual Rent

2015	\$31,564	\$27,109
2016	\$32,227	\$27,678
2017	\$32,904	\$28,260
2018	\$33,595	\$28,853
2019	\$34,300	\$29,459
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2026	\$39,671	\$34,072
2027	\$40,504	\$34,787
15% Increase per proposal	\$46,580	Approximate break even with \$963,900 lump sum payment (\$953,245)
2029	\$47,558	\$40,846
2030	\$48,557	\$41,703
31	\$49,577	\$42,579
32	\$50,618	\$43,473
33	\$51,681	\$44,386
34	\$52,766	\$45,318
35	\$53,874	\$46,270
36	\$55,005	\$47,242
37	\$56,160	\$48,234
38	\$57,340	\$49,247
39	\$58,544	\$50,281
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41	\$61,029	\$52,415
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51	\$75,126	\$64,523
52	\$76,704	\$65,878
	\$1,977,404	\$1,698,309

\$3,675,713

Assumed 2.1% annual inflation

**ESTIMATED RENT PROCEEDS THROUGH
REQUESTED LEASE TERM EXTENSION**

ATTACHMENT



Crown Castle
301 North Cattlemen Road, Suite 200
Sarasota, FL 34232

December 1, 2015

Mr. Bruce Inman, Public Works Director
City of Sierra Madre
232 W. Sierra Madre Boulevard
Sierra Madre, CA 91024

Proposals for Cell Tower Leases in Sierra Madre Park, our files 877947 and 824768

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- A right of first refusal for the tower site only, giving Crown Castle the opportunity to provide the City with an offer should you wish to sell or grant any other rights, solely to our industry competitors.
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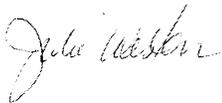
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**ESTIMATED RENT PROCEEDS THROUGH
REQUESTED LEASE TERM EXTENSION**

Assumed 2.1% annual inflation

Mayor Capoccia also thanked the staff for the great report.

The Mayor opened for public input. No one spoke. The Mayor announced that this agenda item is a "receive and file" report.

Pat Alcorn, E. Grand View Avenue

Ms. Alcorn remarked, "Very enlightening. Thank you very much".

9). CONSIDERATION OF PURCHASE PROPOSAL FROM CROWN CASTLE TO OBTAIN PERPETUAL EASEMENTS FROM THE CITY FOR EXISTING CELLULAR SITES LOCATED ON CITY-OWNED PROPERTY

Bruce Inman, Director of Public Works, gave the staff report.

Staff recommends that the City Council approve the extension of two cellular site leases, and direct staff to negotiate terms of the extension of lease agreements, with final approval of the extended leases to return to the City Council for approval.

Staff has been approached by a representative of Crown Castle (formerly Global Signal), lease holder of two cellular sites located on City property in the City's maintenance yard, with proposals for extension of their rights to operate those cellular facilities. One of the proposals is for an extension of the existing leases. The other proposal is for the purchase of long-term or permanent easements for those sites.

The first site in question is identified as the gray steel traditional pole adjacent to the Dog Park, identified as Crown Castle Site #877947 location of a Sprint operation. The second site is adjacent to the main gate to the maintenance yard and in the form of a mono-pine tower shared by T-Mobile and AT&T. This is Crown Castle Site #824768. For purposes of this report the sites will be identified by their primary occupants, Sprint and T-Mobile.

Current Crown Castle Leases:

Leaseholder	Began	Term	Extensions	Expiration	Current Rent
Sprint	8/9/'96	5 Yrs.	1 x 5 yrs.	8/31/2006	Global Signal
Global Signal	8/1/2007	10 Yrs.	2 x 5 Yrs.	8/31/2027	\$31,565/Yr.
T-Mobile	10/11/2007	10 Yrs.	2 x 5 Yrs.	10/31/2017	\$27,109/Yr.

Rent on both leases automatically increased by a CPI factor (4% maximum) each year.

Staff reviewed the Crown Castle Proposal.

Utilizing a 2.1 percent inflation rate (average over the last ten years) and the Crown Castle proposal 15% rent increase in 2027, staff has estimated that the total rental revenue that would be generated by the two sites would be slightly more than \$3.6M. Or, using the same criteria, the proposed \$963,900 lump sum amount would be equaled in about 2028, with forfeiture of any subsequent rental revenue if the lump sum option is selected. The options proposed in the Crown Castle letter of December 1, 2015 are shown in the following table. As noted in the Crown Castle letter other options may be available.

Staff reviewed the leasing option, lease expiration and estimated total revenue (Does not include \$15,000 signing bonus or subtenant rental revenue).

Staff recommends that the City Council approve the extension of two cellular site leases, and direct staff to negotiate terms of the extension of lease agreements, with final approval of the extended leases to return to the City Council for approval.

The City Attorney reported that cellular companies want to seek easements. A long-term lease is good.

Council Member Harabedian noted that the City needs a term to trigger at any time.

Mayor Capoccia remarked that we are not under any pressure and would suggest continuing negotiations.

10). STRATEGIC PLAN FROM OCTOBER 20, 2015 RETREAT

Elaine Aguilar, City Manager, gave an update to the Strategic Plan from the October 20, 2015 Retreat.

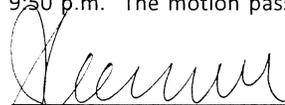
Staff is recommending that this agenda item be received and filed.

FUTURE AGENDA ITEMS:

The City Manager announced that there may be a special meeting in January if the City Council feels necessary.

ADJOURNMENT:

Council Member, John Harabedian moved and it was seconded by Council Member, Rachelle Arizmendi for approval of adjournment at 9:50 p.m. The motion passed unanimously by the City Council.



John Capoccia, Mayor of Sierra Madre

Minutes taken and typed by:


Nancy Sue Shollenberger
City Clerk



Crown Castle
301 North Cattlemen Road, Suite 200
Sarasota, FL 34232

October 27, 2016

Mr. Bruce Inman, Public Works Director
City of Sierra Madre
232 W. Sierra Madre Boulevard
Sierra Madre, CA 91024

Proposal to extend Cell Tower Leases in Sierra Madre Park, our files 877947 and 824768

Good morning Mr. Inman,

This letter is the most current proposal provided by Crown Castle to the City of Sierra Madre regarding two cell towers on the City's property, at Sierra Madre Park. This includes only the most recently discussed terms which I understand to be mutually agreeable.

Crown Castle would like to add to each of the two current leases:

- A 25 year **lease extension** in five additional automatically renewing terms of five years each; this would extend the current lease expiration dates to 7/31/2052 and 10/31/2052.
- A **right of first refusal** for the tower site only, giving Crown Castle the opportunity to provide the City with an offer should the City wish to sell or grant any other rights, solely to our industry competitors.
- Allow sub lease with notice to the City, will make the site more attractive for co-location.
- For the T Mobile lease, add an option for up to 300 square feet of land immediately adjacent to the existing fenced compound, in a mutually agreeable location and configuration.

As consideration for the improvements to our agreement, Crown Castle will provide for the following:

- Change the annual escalation to **3%, effective with the scheduled escalations in 2017.**
- Add the same 25% revenue share provision currently on the Sprint tower lease to the T Mobile tower lease
- A \$30,000 signing bonus, payable within 60 days of the full execution of the amendments

I am as always available by phone and email to discuss the leases and amendment terms. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads 'Julie Weston'.

Julie Weston, Crown Castle Lease Specialist
941-308-5205
Julie.weston@crowncastle.com

Year	Sprint Tower				T-Mobile Tower			
	Existing Lease @ 1.1% CPI	Option 1 @ 1.1% +15% in 2027	Option 2 Immediate +5%, then 1.1% CPI	Option 3 Annual 3% Increase	Existing Lease @ 1.1% CPI	Option 1 @ 1.1% +15% in 2027	Option 2 Immediate +5%, then 1.1% CPI	Option 3 Annual 3% Increase
2016	\$27,829	\$27,829	\$29,220	\$27,829	\$27,310	\$27,310	\$28,676	\$27,310
2017	\$28,135	\$28,135	\$29,541	\$28,663	\$27,610	\$27,610	\$28,991	\$28,129
2018	\$28,444	\$28,444	\$29,866	\$29,523	\$27,914	\$27,914	\$29,310	\$28,973
2019	\$28,757	\$28,757	\$30,195	\$30,409	\$28,221	\$28,221	\$29,632	\$29,842
2020	\$29,073	\$29,073	\$30,527	\$31,321	\$28,532	\$28,532	\$29,958	\$30,738
2021	\$29,393	\$29,393	\$30,863	\$32,261	\$28,846	\$28,846	\$30,288	\$31,660
2022	\$29,717	\$29,717	\$31,202	\$33,229	\$29,163	\$29,163	\$30,621	\$32,610
2023	\$30,043	\$30,043	\$31,546	\$34,226	\$29,484	\$29,484	\$30,958	\$33,588
2024	\$30,374	\$30,374	\$31,893	\$35,252	\$29,808	\$29,808	\$31,298	\$34,596
2025	\$30,708	\$30,708	\$32,243	\$36,310	\$30,136	\$30,136	\$31,643	\$35,633
2026	\$31,046	\$31,046	\$32,598	\$37,399	\$30,467	\$30,467	\$31,991	\$36,702
2027	\$31,387	\$31,387	\$32,957	\$38,521	\$30,802	\$30,802	\$32,343	\$37,804
2028	\$36,044	\$36,044	\$33,319	\$39,677	\$35,761	\$35,761	\$32,698	\$38,938
2029	\$36,440	\$36,440	\$33,686	\$40,867	\$36,154	\$36,154	\$33,058	\$40,106
2030	\$36,841	\$36,841	\$34,056	\$42,093	\$36,552	\$36,552	\$33,422	\$41,309
2031	\$37,247	\$37,247	\$34,431	\$43,356	\$36,954	\$36,954	\$33,789	\$42,548
2032	\$37,656	\$37,656	\$34,810	\$44,657	\$37,361	\$37,361	\$34,161	\$43,825
2033	\$38,071	\$38,071	\$35,192	\$45,996	\$37,772	\$37,772	\$34,537	\$45,139
2034	\$38,489	\$38,489	\$35,580	\$47,376	\$38,187	\$38,187	\$34,917	\$46,494
2035	\$38,913	\$38,913	\$35,971	\$48,798	\$38,607	\$38,607	\$35,301	\$47,888
2036	\$39,341	\$39,341	\$36,367	\$50,262	\$39,032	\$39,032	\$35,689	\$49,325
2037	\$39,773	\$39,773	\$36,767	\$51,769	\$39,461	\$39,461	\$36,082	\$50,805
2038	\$40,211	\$40,211	\$37,171	\$53,322	\$39,895	\$39,895	\$36,478	\$52,329
2039	\$40,653	\$40,653	\$37,580	\$54,922	\$40,334	\$40,334	\$36,880	\$53,899
2040	\$41,100	\$41,100	\$37,993	\$56,570	\$40,778	\$40,778	\$37,285	\$55,516
2041	\$41,553	\$41,553	\$38,411	\$58,267	\$41,226	\$41,226	\$37,696	\$57,181
2042	\$42,010	\$42,010	\$38,834	\$60,015	\$41,680	\$41,680	\$38,110	\$58,897
2043	\$42,472	\$42,472	\$39,261	\$61,815	\$42,138	\$42,138	\$38,529	\$60,664
2044	\$42,939	\$42,939	\$39,693	\$63,670	\$42,602	\$42,602	\$38,953	\$62,483

Average CPI, last three years, 1.1%

Year	Sprint Tower			T-Mobile Tower				
	Existing Lease @ 1.1% CPI	Option 1 @1.1% +15% in 2027	Option 2 Immediate +5%, then 1.1% CPI	Option 3 Annual 3% Increase	Existing Lease @ 1.1% CPI	Option 1 @1.1% +15% in 2027	Option 2 Immediate +5%, then 1.1% CPI	Option 3 Annual 3% Increase
2045		\$43,411	\$40,129	\$65,580		\$43,070	\$39,382	\$64,358
2046		\$43,889	\$40,571	\$67,547		\$43,544	\$39,815	\$66,289
2047		\$44,372	\$41,017	\$69,574		\$44,023	\$40,253	\$68,277
2048		\$44,860	\$41,468	\$71,661		\$44,507	\$40,696	\$70,326
2049		\$45,353	\$41,925	\$73,811		\$44,997	\$41,143	\$72,435
2050		\$45,852	\$42,386	\$76,025		\$45,492	\$41,596	\$74,609
2051		\$46,356	\$42,852	\$78,306		\$45,992	\$42,053	\$76,847
2052		\$46,866	\$43,323	\$80,655		\$46,498	\$42,516	\$79,152
Total Revenue	\$354,906	\$1,357,790	\$1,325,444	\$1,841,536	\$348,293	\$1,370,913	\$1,300,745	\$1,807,223

Sprint Site				
	Exist. Lease	Option One	Option Two	Option Three
2016 Total Revenue	\$27,829	\$27,829	\$29,220	\$27,829
2027 Total Revenue	\$354,906	\$354,906	\$372,651	\$394,944
2052 Total Revenue	\$354,906	\$1,357,790	\$1,325,444	\$1,841,536

T-Mobile Site				
	Exist. Lease	Option One	Option Two	Option Three
2016 Total Revenue	\$27,310	\$27,310	\$28,676	\$27,310
2027 Total Revenue	\$348,293	\$348,293	\$365,707	\$387,585
2052 Total Revenue	\$348,293	\$1,370,913	\$1,300,745	\$1,807,223

Combined Sites				
	Exist. Lease	Option One	Option Two	Option Three
2016 Total Revenue	\$55,139	\$55,139	\$57,896	\$55,139
2027 Total Revenue	\$703,199	\$703,199	\$738,358	\$782,529
2052 Total Revenue	\$703,199	\$2,728,703	\$2,626,189	\$3,648,759

Existing Leases expire in 2027

Option 1 = Annual CPI increases until 2017, 15% increase in 2027, annual CPI increases thereafter

Option 2 = Immediate 5% rent increase, then annual CPI Increases thereafter

Option 3 = Annual 3% increases

For purposes of this estimate the average CPI increase over the last three years was used, 1.1%



City of Sierra Madre Agenda Report

Gene Goss, Mayor
Rachelle Arizmendi, Mayor Pro Tem
John Capoccia, Council Member
Denise Delmar, Council Member
John Harabedian, Council Member

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager *EI*

INITIATED BY: Bruce Inman, Director of Public Works *B. Inman*

DATE: November 22, 2016

SUBJECT: RECOMMENDATION FOR THE APPROPRIATION OF WATER CONSERVATION GRANT FUNDS FROM SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

SUMMARY

Since FY 2013-14 the City has received three water conservation grants totaling \$127,000. Of that amount, \$62,312.25 remains available to the City and is budgeted for use in the FY 2016-17 Budget. This matter has been agendized to allow the City Council an opportunity to provide alternative direction to staff for the expenditure of the funds. Staff recommends that the City Council approve the appropriation of \$62,312.25 in water conservation funds from the San Gabriel Valley Municipal Water District to assist in the deployment of Advanced Metering Infrastructure.

ANALYSIS

San Gabriel Valley Municipal Water District (The District) has provided grants to each of its four member cities in order to assist those cities in educating their respective communities on the importance of water conservation. In FY 2013-14 the District granted \$7,000, in FY 2014-15 \$70,000; and in FY 15-16 \$50,000. These grants have been used by the District to reimburse the City as follows:

<u>FY 13-14 Grant</u>	
City Hall Landscape Project	\$7,000
<u>FY 14-15 Grant</u>	
City Hall Landscape Project	\$17,000
Turf removal Rebates	\$46,234
Water Conservation Banner	\$953.75

FY 15-16 Grant

Water Conserving Landscaping Classes \$500

The District has no plans to continue the grant program in the foreseeable future.

The approved FY 2016-2017 Budget allocates \$70,000 from the District's FY 2014-15 and 2015-16 grants as follows:

Overtime pay for providing water use audits	\$8,000
Educational Activities	\$4,000
Turf Rebate Program	\$55,000
Conservation Recognition Program	\$3,000

Staff met with representatives of the District on October 25 to discuss the status of the grants' expenditure. In short, the District wants to close the books on their conservation grant program by June 30th. The member cities will have to expend their grant fund balances by that date. District staff encourages the City to utilize the funds in a way that can provide measurable water savings. While the District did not rule out any specific uses of the funds, staff did indicate that the District is very supportive of the four cities' desire to implement Advanced Metering Infrastructure (AMI).

Public Works staff recommends that the City Council re-allocate the unexpended balance in District grant funds to assist in the implementation of city-wide implementation of AMI. While the \$62,312 available will not provide AMI for all of the City's customers, it would provide for the equipping of approximately 220 customers with the technology that would allow them to track their water use in near real time and help them to reduce water use.

The AMI equipment that is proposed for distribution will be of the type that uses the Verizon cellular communications network to collect the water use data. The equipment is provided by Transparent Technologies. There is currently no cost to the City for the data collected through the Verizon system. The Transparent Technologies system does not require the construction, installation, or maintenance of a base station for data collection.

Staff recommends the Transparent Technologies system over other AMI alternatives due to the lower initial cost of citywide installation, the lower cost of data collection, and its lack of a required base station for data collection.

Provider	Estimated Installation Cost*	Data Collection Cost
Aquametric/Sensus Meter	\$1,450,333	\$0.50/per meter/per year
Equarius/Neptune Meter	\$1,499,455	\$0.50/per meter/per year
Transparent Technologies	\$1,388,720	0

The AMI equipment could be distributed through a number of scenarios. Staff recommends that it be done on a first-come first served basis for customers requesting that technology. It is expected that the customers requesting the technology will have the computer skills to make use of the technology and the desire to actually use the technology to conserve water and lower their bills. Staff would establish a list, limited to the first 220 customers requesting the service, and then purchase and begin installation of the meters.

ALTERNATIVES

- 1.) The funds available from the SGVMWD water conservation grant can be used to provide AMI water meter conversions to approximately 220 Sierra Madre water customers on a first come first served by request basis. This is staff's recommended method of distribution because we can assume that if a customer requests the conversion, they will be the type of customer who will make active use of the technology to monitor and reduce their water use.
- 2.) The funds available from the SGVMWD water conservation grant can be used to provide AMI water meter conversions to the top 220 Sierra Madre water users. This use of the technology could be an effective way to help high water users monitor their use and make significant changes in how they use water. However, this approach could be seen as rewarding customers who have (habitually?) violated the City's water use restrictions. Additionally, among the 200 highest water users in Sierra Madre there are likely those customers who will use an inordinately large amount of water regardless of the cost or the penalties involved.
- 3.) The funds available from the SGVMWD water conservation grant can be used to provide AMI water meter conversions to approximately 220 Sierra Madre water customers identified in water billing records as "threshold overusers." These would be those customers who have exceeded their targets by small amounts, perhaps consistently by a unit or two, or those customers who occasionally exceed their conservation allocations. This alternative assumes that these customers are trying to meet their goals but have been unsuccessful so far. For example, of the 632 customers that exceeded their targets by three units or less on the October water billing, 118 missed their targets by 3 units or less. If these water customers were equipped with AMI technology and encouraged to use it to meet their goals, 237 billing units could be saved.
- 4.) The funds available from the SGVMWD water conservation grant can be used in a manner similar to or consistent with the use of the funds in the past or as budgeted for this fiscal year:
 - a. Overtime pay for providing water use audits
Since initiation of the water audit program, staff has provided 53 audits. A sampling of several of those customers' water billing records have been

reviewed to see if the water audits resulted in water savings for those customers. The results of that review showed that because the audits were provided as a prerequisite to the customer receiving a higher conservation allowance, a majority of the records staff reviewed showed an increase in water use. Staff does not recommend continuation of the water audit program under the district conservation grant.

b. Educational Activities

Some of the educational activities carried out with the grants have simply been the purchase of conservation banners for public display. It is not clear what effect this action has had on water conservation. Other activities, such as water efficient landscaping workshops provided by the City have been well attended and well received by the participants. However, there has not been research done regarding whether or not these classes have resulted in new water efficient landscapes being installed in Sierra Madre. Staff does not recommend continuation of funding these programs from the district conservation grant.

c. Turf Rebate Program

The turf rebate program was very well received in Sierra Madre. Fifty-five water customers received rebates as the result of the removal of a total of 46,234 square feet of turf removed. As with the water audit program, a random sampling of 12 of these water customers' water billing histories revealed that 5 customers reduced their water use after the turf removals, one customer exhibited no change, and six used more water following their turf removals.

d. Conservation Recognition Program

The Energy, Environment, and Natural Resources Commission has from time to time discussed initiating a water conservation recognition program. However, at this time the Commission has not yet formulated such a program to recommend to the City Council for approval.

FINANCIAL REVIEW

There is no impact to the Water Fund or to the General Fund associated with this agenda item, as only District grant funds will be used.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter and the Sierra Madre Public Library.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the appropriation of \$62,312.25 in water conservation funds from the San Gabriel Valley Municipal Water District to assist in the deployment of Advanced Metering Infrastructure.



City of Sierra Madre Agenda Report

Gene Goss, Mayor
Rachelle Arizmendi, Mayor Pro Tem
John Capoccia, Council Member
Denise Delmar, Council Member
John Harabedian, Council Member

Melinda Carrillo, City Clerk
Michael Amario, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Miguel Hernandez, Human Resources Analyst 

DATE: November 22, 2016

SUBJECT: Resolution 16-71 Adopting the Memorandum of Understanding between the City of Sierra Madre and Classified Employees Association and adopting Resolution 16-72 Amending the Classification Plan and Salary Matrix

SUMMARY

Staff is seeking Council approval on resolution 16-71 adopting the Classified Employees Association (CEA) Memorandum of Understanding (MOU), and adopting Resolution 16-72 amending the Classification Plan and Salary Matrix in order to implement the negotiated cost of living adjustments for full-time employees covered under the Classified Employees Association, Management, Confidential-Exempt, and Unrepresented full-time Fire Captains.

ANALYSIS

The City's contract with the employees represented by the Classified Employees Association expired on June 30, 2016. Over the past months the City's Negotiating Team has served as the intermediary between the City Council and the CEA for a new comprehensive MOU concerning terms and conditions of employment for the City employees represented by the Classified Employees Association. The following items were agreed upon by both parties:

1. Two year contract in which there will be a cost of living increase upon ratification and again July 1, 2017;
2. Longevity Pay for employees reaching 10 years of service with additional longevity pay every subsequent five years.

Upon ratification, the new MOU provides for a 2% salary increase retroactive to July 10, 2016 and an additional 2.3% salary increase beginning July 1, 2017 for employees covered under the Classified Employees Association, Management, Confidential-Exempt, and Unrepresented full-time Fire Captains. Additionally, the MOU provides for a

one-time stipend of 2.5% Longevity Pay for employees who achieve 10 years of service and a one-time Longevity Pay stipend of 2.5% for every subsequent five years of service. In addition to the ratification of the new MOU, City staff is recommending the reinstatement of the Police Chief position in the Compensation and Salary Matrix. On the October 28, 2014 staff report, City Council approved the revised organization structure and amending the City of Sierra Madre Classification Plan and Salary Matrix by removing the Police Chief position and replacing it with the Public Safety Director/Police Chief.

FINANCIAL REVIEW

The new MOU is expected to increase the personnel cost by an estimated \$125,400 for FY 2016-2017 and by an additional \$143,600 for FY 2017-2018. The General Fund impact is estimated to have an increase of \$67,000 for FY2016-2017 and an additional \$77,400 for FY 2017-2018.

LEGAL REVIEW

The Memorandum of Understanding has been reviewed by the City's employment and labor relations attorney and has been approved as to form.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter and the Sierra Madre Public Library and on the City's website at www.cityofsierramadre.com.

ALTERNATIVES

1. The City Council may adopt Resolution 16-71, Adopting the Memorandum of Understanding between the City of Sierra Madre and the Classified Employees Association, and adopting Resolution 16-72 amending the Classification Plan and Salary Matrix.
2. City Council may choose to deny the resolutions and provide alternate direction to staff.
3. The City Council may ask additional information.

STAFF RECOMMENDATION

Staff recommends the City Council approve Resolution 16-71 Adopting the Memorandum of Understanding between the City of Sierra Madre and the Classified Employees Association and adopting Resolution 16-72 amending the Classification Plan and Salary Matrix to implement the negotiated cost of living adjustments for full-time employees covered under the Classified Employees Association, Management, Confidential-Exempt, and Unrepresented full-time Fire Captains.

Attachments (5):

1. Classified Employees Association MOU
2. Resolution 16-71 Adopting the Memorandum of Understanding between the City of Sierra Madre and Classified Employees Association
3. Resolution 16-72 amending the Classification Plan and Salary Matrix
4. Exhibit A - Fiscal Year 2016/2017 Classification Plan and Salary Matrix
5. Exhibit B - Fiscal Year 2017/2018 Classification Plan and Salary Matrix

RESOLUTION NO. 16-71

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
SIERRA MADRE AND THE SIERRA MADRE CLASSIFIED EMPLOYEES
ASSOCIATION**

**THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY
RESOLVE:**

WHEREAS, the City of Sierra Madre employs full-time employees who are members of the Sierra Madre Classified Employees Association; and

WHEREAS, the City Council recognizes the Sierra Madre Classified Employee Association under Section 2.48.040 of the City of Sierra Madre Municipal Code; and

WHEREAS, the City Council negotiated a memorandum of understanding (MOU) with the Association for all covered employees.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE
CITY OF SIERRA MADRE DOES HEREBY DETERMINE AND ORDER AS
FOLLOWS:**

Section 1. The City of Sierra Madre adopts the Memorandum of Understanding between the City of Sierra Madre and the Sierra Madre Classified Employees Association.

Section 2. Effective Date. This Resolution shall go into effect immediately.

PASSED, APPROVED AND ADOPTED this 22nd day of November, 2016.

Mayor Gene Goss
City of Sierra Madre, California

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 22nd day of November, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Melinda Carillo, City Clerk
City of Sierra Madre, California

RESOLUTION NO. 16-72

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE ADOPTING
THE CLASSIFICATION PLAN & SALARY MATRIX FOR FISCAL YEAR 2016-2017
AND FISCAL YEAR 2017-2018**

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE:

WHEREAS, the City's Personnel Rules and Regulations necessitate that the Personnel Officer, after consultation with department heads, shall recommend a classification plan for all positions in the City and update this plan via resolution as necessary; and

WHEREAS, the provisions of the classification plan and salary matrix shall be observed in the handling of all personnel actions and activities; and

WHEREAS, the City Council has authorized a 2% cost of living increase for full-time employees not represented by the Police Association for Fiscal Year 2016-2017 and a 2.3% cost of living increase again for Fiscal Year 2017-2018; and

WHEREAS, the Classification Plan and Salary Matrix makes no salary adjustments to positions represented by the Police Association nor to any part-time hourly rates; and

WHEREAS, the City Council has authorized the reinstatement of the Police Chief position to the Classification Plan and Salary Matrix.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY DETERMINE AND ORDER AS FOLLOWS:

Section 1. The City of Sierra Madre adopts the Classification Plan & Salary Matrix for Fiscal Year 201-2017 as presented in Exhibit A.

Section 2. The City of Sierra Madre adopts the Classification Plan & Salary Matrix for Fiscal Year 2017-2018 as presented in Exhibit B.

Section 3. Effective Date. This Resolution shall go into effect July 1, 2016.

PASSED, APPROVED AND ADOPTED this 22nd day of November, 2016.

Gene Goss, Mayor
City of Sierra Madre, California

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 22nd day of November, 2016 by the following vote:

AYES:

NOES:

Memorandum of Understanding

Between the City of Sierra Madre and the Sierra
Madre Classified Employees' Association

July 1, 2016,– June 30, 2018

Contents

ARTICLE 1	PREAMBLE	5
ARTICLE 2	DEFINITIONS	5
ARTICLE 3	IMPLEMENTATION	6
ARTICLE 4	RECOGNITION.....	6
ARTICLE 5	PROBATIONARY PERIOD.....	6
Section 1	Initial Probation Periods.....	6
Section 2	Probation Period Extensions	6
Section 3	Evaluations	6
Section 4	Termination / Reinstatement.....	7
Section 5	Permanent Appointment	7
Section 6	Probationary Test Period.....	7
ARTICLE 6	TRANSFERS	7
ARTICLE 7	OTHER EMPLOYMENT	7
Section 1	Outside Employment or Activities.....	7
Section 2	Conflict of Interest.....	7
ARTICLE 8	THE COMPENSATION PLAN	8
Section 1	Salary Advancement.....	8
Section 2	Merit Increase	8
ARTICLE 9	COMPENSATION.....	9
Section 1	Increase	9
Section 2	Good Driving Incentive	9
Section 3	Movie Detail	9
Section 4	On-Call Duty	9
Section 5	Water and Sewer Certification Stipends	10
Section 6	Foreign Language Bonus	10
Section 7	Longevity Pay.....	10
ARTICLE 10	OVERTIME.....	11
Section 1	Time Worked	11
Section 2	Overtime Approval – Straight Time.....	11
Section 3	Overtime Approval – Time and One-Half	11
Section 4	Overtime Approval – Double Time.....	11
Section 5	Holiday Pay	11
Section 6	Compensatory Time	12
ARTICLE 11	ANNUAL VACATION LEAVE.....	12

Section 1	Vacation Accrual.....	12
Section 2	Accumulated Vacation	13
ARTICLE 12	HOLIDAYS.....	13
ARTICLE 13	SICK LEAVE.....	14
Section 1	Sick Leave Use	14
Section 2	Sick Leave Accrual	15
Section 3	Reimbursement for Accrued Sick Leave.....	15
Section 4	Excessive Sick Leave Usage or Abuse of Sick Leave.....	16
ARTICLE 14	WORKERS' COMPENSATION.....	16
ARTICLE 15	UNIFORMS.....	16
Section 1	Uniform Use	16
Section 2	Laundry Service	17
ARTICLE 16	SAFETY EQUIPMENT	17
ARTICLE 17	INSURANCE.....	17
Section 1	Insurance Benefits.....	17
Section 2	Medical Stipend.....	18
Section 3	Health Insurance - Alternative Health Insurance Providers.....	18
Section 4	Life Insurance and AD&D.....	18
Section 5	Level IV Survivor Benefit.....	18
Section 6	Retirement Insurance Coverage.....	18
ARTICLE 18	RETIREMENT.....	19
Section 1	CalPERS Membership	19
Section 2	Salary Subject to PERS.....	19
Section 3	City Payment of Employer Contribution for CalPERS Retirement.....	19
Section 4	Employee Contribution for CalPERS Retirement.....	19
Section 5	Laborers' National (Industrial) Pension Fund (LNIPF)	19
ARTICLE 19	FLEXIBLE SPENDING ACCOUNTS.....	20
ARTICLE 20	WORKING HOURS, EMPLOYEE ATTENDANCE & WORK PERIODS	20
Section 1	Hours of Work	20
Section 2	Work Days	20
Section 3	Pay Period.....	21
Section 4	Work Hours Per Year	21
Section 5	Minimum Hours.....	21
ARTICLE 21	SENIORITY.....	21
ARTICLE 22	LAYOFF.....	21

Section 1	Definitions	21
Section 2	Length of Service	21
Section 3	Retention Lists	22
Section 4	Procedure for Layoff.....	22
Section 5	Reduction in Assigned Working Hours	22
ARTICLE 23	DISCIPLINARY PROCEEDINGS.....	23
Section 1	Disciplinary Action	23
Section 2	Causes for Disciplinary Action	23
Section 3	Imposition of Disciplinary Action	23
Section 4	Notice	24
Section 5	Employee Response	24
Section 6	Final Action.....	24
Section 7	Appeals	24
Section 8	Procedure for Hearings before City Council.....	25
ARTICLE 24	EMPLOYMENT GRIEVANCE PROCEDURE.....	26
Section 1	Purpose.....	26
Section 2	Procedure - Individual Petitions	26
Section 3	Procedure - Association Petitions	26
Section 4	Procedure for Appeal	27
ARTICLE 25	CONTINUATION OF WAGES, HOURS AND WORKING CONDITIONS.....	27
ARTICLE 26	EMPLOYEE RIGHTS	27
ARTICLE 27	ASSOCIATION RIGHTS.....	28
Section 1	Recognition.....	28
Section 2	Association Dues	28
Section 3	Association Bulletin Board.....	28
Section 4	Representation.....	28
Section 5	Release Time	29
ARTICLE 28	MANAGEMENT RIGHTS	29
ARTICLE 29	AGREEMENT, MODIFICATION, WAIVER	29
ARTICLE 30	OBLIGATION TO SUPPORT.....	29
ARTICLE 31	PROVISIONS OF LAW	30
ARTICLE 32	RENEGOTIATION.....	30

ARTICLE 1 PREAMBLE

It is the intent and purpose of this Agreement to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding matters related to wages, hours and/or other items and conditions of employment between full time classified employees represented by The Sierra Madre Classified Employees Association ("Association") and the City of Sierra Madre ("City") represented by management staff, in accordance with the California Government Code, Section 3500 et. seq. and Article II, Chapter 4 of the Sierra Madre Municipal Code.

This Agreement is to set out those items on which the City and Association have reached Agreement, so that these items will not have to be renegotiated during the term of the contract. The term of this Agreement is from July 1, 2016 to June 30, 2018, having been ratified by the General Employees on November 16, 2016 approved and accepted by the City Council on November 22, 2016.

ARTICLE 2 DEFINITIONS

Unless otherwise indicated within this Agreement the following definitions shall apply. Any words and terms that are not specifically defined in this article will have the common English language meaning as defined in the Webster's New Collegiate Dictionary.

Agreement: This document, including all attachments and amendments that are officially adopted by the Association and the City Council of the City of Sierra Madre.

Association: The City of Sierra Madre Classified Employees' Association, a collective negotiation unit that represents all classified employees of the City of Sierra Madre.

Appropriation: Authority to expend City funds granted by the Sierra Madre City Council.

City: The City of Sierra Madre, a general law city within the State of California and the County of Los Angeles.

Employee Retirement Contributions: The statutory 8% contributions to the City sponsored retirement plan administered by CalPERS.

Employer Retirement Contributions: The actuarially determined contributions to the City sponsored retirement plan administered by CalPERS necessary to fund retirement benefits.

Flexible Spending Accounts: Depository accounts maintained on behalf of employees for the purpose of exempting such expenditures from income related taxes.

Personnel Officer: The City Manager or his/her designee.

Stated Salary: Negotiated salary for all purposes except calculations and reporting to CalPERS for retirement related issues.

Salary Subject to PERS: An employee's unadjusted base salary plus the portion of the EPMC paid by the City of Sierra Madre, used solely for retirement related calculations and reporting to CalPERS.

ARTICLE 3 IMPLEMENTATION

This Agreement constitutes a mutual recommendation to be jointly submitted to the City Council of the City of Sierra Madre. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until:

- The Association by a majority vote of its members formally accepts this Agreement, and
- The City Council acts, by a majority vote, to formally approve and adopt said Agreement, and
- The City Council acts to appropriate the necessary funds required to implement the provisions of this Agreement, which require funding, and
- The City Council acts in a timely manner to make the necessary changes in ordinances, resolutions, rules, policies and procedures to implement and conform to this Agreement for the period as specified in this Agreement.

ARTICLE 4 RECOGNITION

The City recognizes the Association as the recognized employee organization for all full-time classified employees of the City of Sierra Madre. Accordingly, this agreement does not apply to part-time, seasonal, management, confidential and exempt employees, or police employees. The Association recognition is in accordance with Section 2.48.040 of the Sierra Madre Municipal Code as approved by the City Council.

ARTICLE 5 PROBATIONARY PERIOD

Section 1 Initial Probation Periods

The initial 12 months of employment within a particular class of employment for newly hired employees shall be a probationary period or "probation." Existing employees who have accepted a new appointment or promotion shall be subject to probation for a period of six months.

Section 2 Probation Period Extensions

Where the Personnel Officer determines that the performance of a new employee during his/her probationary period warrants an extension of that period, he/she may extend the probationary period by up to three months for any reason. The exercise of such discretion is not subject to administrative appeal or grievance procedure. The department head or designate shall notify the City Manager in writing as to the reasons for such contemplated extension of the probationary period at least 30 days prior to the conclusion of the normal probationary period, and shall give a copy of such notice to the employee.

Section 3 Evaluations

It shall be the responsibility of the department head or designate to furnish the City Manager with an evaluation report 10 days prior to the completion of each 90 days during the probationary period, or extended period of probation, and at least 10 days prior to the expiration of such period. The report shall contain a thorough investigation of the employee's performance progress and general acceptability for final determination of the employee's qualifications for permanent appointment. No probationary employee shall be terminated without prior approval of the City Manager.

Section 4 Termination / Reinstatement

Probationary employees may be rejected at any time during the probationary period without cause and without right of appeal or hearing, based upon the recommendation of the department head or designate and the approval of the City Manager. Each probationary employee shall be informed of this possibility at the time of his/her appointment or promotion.

An employee who has been released during the probationary period from a position to which he/she has been promoted, shall be reinstated to the position from which he/she was promoted, unless he/she is dismissed for cause, as provided in the Sierra Madre Personnel Rules and Regulations.

Section 5 Permanent Appointment

An employee's status shall be considered permanent upon the completion of the probationary period only if the department head or designate reports that the services of the employee have been "meets or exceeds standards" or better and that the employee is recommended for a permanent appointment and upon the approval of the City Manager. At such time as the permanent appointment is made the employee shall be entitled to the next step increase as appropriate.

Section 6 Probationary Test Period

In all instances, the probationary test period shall commence upon the employee being classified in the position to which the test period applies. Additionally, the probationary test period shall automatically, and as a matter of law, be extended by the number of days equivalent to the number of workdays that the employee did not perform services during the test period. The extension applies regardless of the cause for the employee being unable to perform services.

ARTICLE 6 TRANSFERS

Transfer of an employee from one position to another in the same or comparable class from one department to another, may be made on concurrence of both department head and the City Manager. No transfer shall be made unless the same is required for the purpose of economy and efficiency.

ARTICLE 7 OTHER EMPLOYMENT

Section 1 Outside Employment or Activities

No full-time employee shall engage in any outside employment without first obtaining written approval of the Personnel Officer. The Personnel Officer shall deny permission to the employee to engage in such outside employment if the Personnel Officer finds either that such employment renders, or would render, such employee less able, actually or potentially, to perform his or her duties as an employee of the City. Failure of any employee to obtain approval of the Personnel Officer may be grounds for dismissal. The type of outside employment may also be restricted by Government Code section 1126(b).

Section 2 Conflict of Interest

No employee shall engage in any outside employment which involves dealing or contact with any other City employee or official, in such other employee's official capacity in connection with the enforcement of interpretation of any City law or regulation or any state or federal law, the enforcement of which is charged to the City.

ARTICLE 8 THE COMPENSATION PLAN

Section 1 Salary Advancement

Application of the five steps within a range shall in general be administered in the following sequence for classified employees:

- Upon approval of the Personnel Officer, an employee may be hired at step 1 - 5 in the salary range applicable to the classification.
- The Personnel Officer shall have the authority to adjust an employee's salary step forward within the salary range when the purpose is to correct an existing inequity or give recognition to exceptional performance.
- The advancement in steps from Steps 2 to 5 shall be as follows:
 - Each additional step will be awarded to an employee upon completion of an annual performance appraisal with an overall rating of "meets or exceeds standards" or above. Each increase is subject to the department head's recommendation and approval of the City Manager.
 - No step advancement shall be made until it is clearly evidenced by a "meets or exceeds standards" or better performance appraisal. Length of service alone will not be considered as an adequate explanation for recommendation for approval of a salary adjustment.

All salary increases shall be effective at the beginning of the pay period following approval by the City Manager.

Salary advancement for each employee shall not be withheld unless the employee falls below a "meets or exceeds standards" level of service as established by performance evaluation. Service shall require a minimum of at least one year at each step after step 1.

If an employee is not rated "meets or exceeds standards" or better, that employee shall not receive the next step advancement until said employee's performance reaches "meets or exceeds standards" or better. Those employees not rated "meets or exceeds standards" or better shall be reevaluated every 90 days.

Upon approval of the City Manager, a step increase may be approved before the annual performance appraisal is submitted, if the employee will receive an overall rating of "meets or exceeds standards" when the evaluation is completed.

If an employee is denied a step increase he/she may appeal said denial through the grievance procedure contained in this Agreement.

Section 2 Merit Increase

The City's Manager, at his/her sole discretion, may approve a temporary merit step increase up to 10% for a special temporary assignment.

ARTICLE 9 COMPENSATION

Section 1 Increase

As agreed upon and adopted in City Council Resolution No. 13-43, each classic member employee paying the full statutorily required amount of the employee contribution to CalPERS for classic members, which is currently 8% for miscellaneous employees. Classic members are those members who do not qualify as new members under Government Code section 7522.04.

Either party can reopen contract negotiations for the sole purpose of discussing whether a cost of living or health and welfare benefit increase is financially feasible for the fiscal year 2017-2018. A request to reopen contract negotiations for this limited purpose must be issued in writing by the requesting party no later than May 1, 2018. Upon receipt of such a written request, the parties agree to meet and confer in good faith; however, the Association understands and agrees that no right to any cost of living or health and welfare benefit increase is conferred by this Agreement.

Upon ratification of this agreement, Classified Employees Association members will receive a 2% salary increase effective July 10, 2016.

Effective July 1, 2017, Classified Employees Association members will receive a 2.3% salary increase.

Section 2 Good Driving Incentive

A Good Driving Incentive Program is established for all employees required to obtain and maintain a valid class B commercial driving certification as a condition of employment (hereinafter "class B drivers"). Those employees who are class B drivers and maintain a clean driving record without tickets or accidents of any kind for the period of December 2 the prior calendar year through December 1 of the subject calendar year shall be eligible for a calendar year-end bonus of \$350 per year, subject to applicable taxes and deductions, payable at the 26th pay period of the calendar year. Verification of a clean driving record is subject to confirmation by the City of Sierra Madre Human Resources Department. Failure to verify compliance with the requirements of this section shall render any potentially eligible class B driver ineligible for payment of the year-end bonus.

Section 3 Movie Detail

When covered employees are required to work in connection with a movie detail, the employee shall be paid time and one-half of the employee's regular pay.

Section 4 On-Call Duty

Any employee assigned to the pager duty shall receive compensation of \$35 for each 24 hour period in which they are on pager duty, in addition to any other payment they receive for call-outs and/or Water Public Works Department rounds.

Assignment of on-call duty shall be on a rotating basis among qualified staff, with on-call duty or "duty man" assignments beginning at the end of regular working hours on Thursdays and ending at the beginning of regular working hours on the following Thursday. Schedules of on-call duty assignments shall be updated every four months (January, May and September) and shall be posted adjacent to the Public Works time clock, and provided to the City Manager, Director of Public Works, Public Works Management Analyst, Public Works administrative staff, City Hall front desk (2 copies), and police dispatch (2 copies.) Posting shall list duty man cell phone and appropriate contact numbers.

Members serving on-call or duty man status shall respond to the caller within 15 minutes of receiving the call. It shall be the responsibility of the person standing on-call duty to ensure that the assigned cell phone and his cell and/or home phone devices are in working order. Failure to reply to a duty-man emergency call within 15 minutes of receipt and respond to the actual emergency within 45 minutes from receiving the call shall be grounds for forfeiture of on-call duty pay for that 24 hour period, and may be cause for further disciplinary action.

Section 5 Water and Sewer Certification Stipends

Public Works employees are eligible for either water or sewer certification stipends for the following certifications:

- D-1 and T-1 certificate OR Grade 1: \$115.00 per month;
- D-2 and T-2 certificate OR Grade 2: \$265.00 per month.

Employees will not receive Level 1 plus Level 2 stipends cumulatively. In other words, if an employee receives a Level 2 certification in Distribution he/she will receive only the Level 2 stipend, not Level 2 plus Level 1. However, employees will receive a stipend for each certification held. So if an employee holds a D-2 and T-2 certificate, he/she will receive two times the Level 2 stipend. The same applies to Grade 1 and Grade 2 sewer stipends. Employees cannot receive compensation for both water and sewer stipends.

Section 6 Foreign Language Bonus

For members covered under this agreement who work at a front counter that are proficient to assist customers in an alternate language may be eligible for a one-time Foreign Language Bonus of \$750. In order to earn the bonus, the member must pass a test, agreed upon between the Association and the City Manager, for reading and writing in the foreign language.

Section 7 Longevity Pay

Effective July 1, 2016, Longevity Pay recognizes City service, and shall be exclusive of all other premiums and other pays, and shall be established for all full-time employees represented by the MOU. A one-time "Longevity-Pay bonus" will be paid at the employee's current annual rate of pay at the time of eligibility.

The effective date of Longevity Pay shall be the beginning of the pay period following the employee's qualifying anniversary date of eligibility.

An employee is eligible to receive Longevity Pay at such time when the employee begins each year of service as follows:

Eligible Years of Service	Longevity Pay
10	2.5%
15	2.5%
20	2.5%
25	2.5%
30	2.5%
35	2.5%
40	2.5%

This Longevity Pay is not compensation earnable since it does not meet all of the requirements under 2 C.C.R. § 571.

ARTICLE 10 OVERTIME

All overtime assigned and worked shall be compensated for in the following manner:

Section 1 Time Worked

"Overtime" is all actual hours worked over 40 hours in a seven day period. In determining an employee's eligibility for overtime compensation in a work period, paid leaves and unpaid leaves of absence shall be excluded from the total hours worked. Paid leaves of absence include, but are not limited to: vacation, sick leave, administrative leave, compensatory leave, worker's compensation leave, jury duty, bereavement leave and military leave.

Section 2 Overtime Approval – Straight Time

All overtime must be approved prior to being worked and shall be paid at the employee's regular straight time rate, except to the extent that actual hours worked within a seven day period exceed 40 hours as defined in Section 1.

Section 3 Overtime Approval – Time and One-Half

All overtime must be approved prior to being earned. The time that exceeds 40 hours of work as defined in Section 1 shall be paid at time and one-half the employee's regular rate of pay as defined under the Federal Fair Labor Standards Act (FLSA).

An employee assigned to weekend Water Department rounds shall be paid at the rate of one and ½ times his/her regular straight time rate for all time worked while performing this duty. Employees shall receive a minimum of two hours compensation regardless of whether the employee actually worked less than two hours. This provision shall be applicable to employees even though the employee's regular workweek is not completed and total hours worked is less than 40 hours in a seven day period.

Section 4 Overtime Approval – Double Time

All overtime must be approved prior to being worked. All call-outs shall be compensated at a rate equal to two times the regular straight time rate of any employee required to make such call-outs, rounds and work. In case of such a call-out, compensation shall be for a minimum of two hours of each occasion.

An employee called back to work after completing his/her normal work shift and having left City premises and/or work location for non-scheduled overtime, utilized in the case of an emergency, shall be paid at the rate of two times his/her regular straight time rate for each hour worked. Employees who are called back to work shall receive a minimum of two hours compensation regardless of whether the employee actually works less than two hours.

This provision shall be applicable to employees even though the employee's regular workweek is not completed. However, this provision shall not apply to an employee whose normal work shift has been extended, or to an employee who has been called to report to work one hour earlier than his/her normal work shift would begin.

Section 5 Holiday Pay

Employees who work on a holiday will be compensated accordingly. If it is an employee's regular work day, the employee will receive holiday pay, plus time and one-half for the hours worked. If it is an

employee's regular day off per the 9/80 work schedule, the employee will receive eight hours of floating holiday, plus time and one-half for the hours worked.

Employees who work the Mount Wilson Trail Race on the Saturday of Memorial Day weekend will be compensated at time and one-half for the hours worked.

An employee assigned to Water Department rounds on a holiday shall be paid double time. Employees shall receive a minimum of two hours compensation regardless of whether the employee actually worked less than two hours.

Section 6 Compensatory Time

Any employee working overtime may designate either compensation on the next paycheck or "credit" to their compensatory time account. Overtime worked at the employee's regular straight time rate shall be credited as compensatory time at one-hour credit for one hour worked. Overtime worked at the time and one-half rate shall be credited to compensatory time at one and one-half hour credit for each hour worked.

- The compensatory time account for any employee shall be limited to 160 hours, and must be approved prior to being earned and reported on the next payroll time sheet.
- An employee shall notify his/her Department at least 72 hours prior to taking time off credited to compensatory time.
- When an employee terminates for any reason, the unused compensatory balance shall be paid to the employee at the employee's final regular pay rate.
- An employee may use his/her compensatory time to extend his/her vacation period with the approval of the department head.

ARTICLE 11 ANNUAL VACATION LEAVE

Full-time employees are entitled to annual vacation leave with pay. Vacation leave shall be earned from the first day of probationary employment and may be used only as it is earned. Requests for vacation leave exceeding the amount of leave will require the prior approval of the Personnel Officer.

Section 1 Vacation Accrual

Every full-time probationary and regular employee shall accrue paid vacation leave per payroll period as follows:

<u>Length of Service</u>	<u>Service Years</u>	<u>Per Payroll</u>	<u>Annually</u>
0 - 48 months	1 - 4	3.71 hours	96.46 hours
49 - 60 months	5	4.01 hours	104.26 hours
61 - 72 months	6	4.32 hours	112.32 hours
73 - 84 months	7	4.62 hours	120.12 hours
85 - 96 months	8	4.93 hours	128.18 hours
97 - 108 months	9	5.24 hours	136.24 hours
109 - 120 months	10	5.55 hours	144.30 hours
121 - 132 months	11	5.85 hours	152.10 hours
133 - 144 months	12	6.16 hours	160.16 hours

145 - 156 months	13	6.47 hours	168.22 hours
Over 157 months	Over 14	6.78 hours	176.28 hours

Vacation shall accrue bi-weekly on a pro rata basis and increases shall occur at the beginning of the month.

For purposes of this section, continuous service shall include time in which an employee is on an authorized leave of absence with pay.

Section 2 Accumulated Vacation

Employees may accumulate up to a total of 135 hours vacation time, not including the current year's allocation as of January 1, of any given year, with the additional following restrictions:

- Employees are encouraged to take a minimum of two weeks (80 hours) vacation each year, if earned. A Request for Leave of Absence Form shall be submitted 15 working days prior to any use of vacation leave.
- After 40 hours of non-sick leave has been taken in a 12 month period the employee may request payment for accumulated vacation leave in cash or deferred compensation at the employee's regular straight time rate.

ARTICLE 12 HOLIDAYS

Every employee shall be entitled to the following holidays with pay each calendar year and such other days as may be designated by action of the City Council:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King's Birthday)
- The third Monday in February (Presidents' Birthday)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- The second Monday in October (Columbus Day)
- November 11 (Veteran's Day)
- Thanksgiving Day (fourth Thursday in November)
- The Friday after Thanksgiving Day
- December 24* (Christmas Eve)
- December 25 (Christmas Day)
- December 31* (New Year's Eve)

* Denotes a partial holiday of four hours.

If any such holiday falls on a Sunday, the Monday following shall be treated as the holiday. If the holiday falls on a Saturday, the Friday preceding shall be treated as the holiday.

No employee shall be entitled to compensation for any holiday herein specified unless the employee was employed by the City on the day preceding and the day following the holiday. For the purposes of this paragraph, an employee who is absent on authorized vacation with pay or on accrued sick leave shall be deemed to be employed at such time.

One day (nine hours) of Floating Holiday shall be granted to an employee working on a holiday, except for holidays that fall on an employee's eight-hour work day, which will be compensated at eight hours and for the noted half day holidays which will be four hours.

All association members, with the exception of those who work at the Public Works Yard, will receive holiday pay when City Hall, the Library, and the Community Recreation Center are closed on the regular work days the week between Christmas holiday and the New Year's Day holiday. The employees who work at the Public Works Yard will work the week between the Christmas and New Year's Eve holidays and will receive 27 hours of Floating Holiday the first pay period in January, pro-rated to the date of hire for the first calendar year of employment.

All Floating Holiday earned must be used by the end of the corresponding calendar year. Any time not used will be cashed out on the last pay period of the calendar year. Floating holidays may be used at any time subject to:

- Use in at least fifteen minute increments in the calendar year; and
- Two days advance approval unless waived by the department head.

Terminating employees shall be compensated for accrued unused floating holiday hours.

The Personnel Officer is empowered to determine whether the City shall observe special days declared by the President or Governor as days of thanksgiving or mourning. The Personnel Officer is also empowered to declare limited service days. On such limited service days, employees will have the option to work or take the day off. If the employee chooses to take the day off, he/she shall utilize floating holiday, compensatory time, or vacation leave. If no such paid leave is available, the Personnel Officer may grant leave without pay.

ARTICLE 13 SICK LEAVE

Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease; illness or injury of a member of the employee's immediate family requiring the employee's attendance; and medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the work day.

An employee's immediate family shall consist of the employee's spouse or domestic partner, children, step-children; the employee's spouse or the domestic partner's mother, father, brother, sister, grandchildren or grandparents; or other members of the employee's family residing in the employee's home or other member of the employee's family primarily dependent upon the employee.

Section 1 Sick Leave Use

An employee may be granted sick leave only in case of actual sickness as defined above or as otherwise required by law. In the event that an employee or a member of the employee's immediate family recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within one hour after the time established at the beginning of the employee's workday, unless the City determines that the employee's duties require more restrictive reporting. Additionally, each department

may have its own guidelines for reporting in sick. Failure to provide notice without good cause shall result in that day of absence being treated as leave of absence without pay.

If the employee is absent on sick leave for more than one day the employee shall keep their immediate supervisor informed as to the date the employee expects to return to work.

Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury or disability purposely self-inflicted or caused by willful misconduct.

Sick leave shall not be granted to any employee absent from duty after separation from City service or during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.

Sick leave shall not be granted to any employee to permit the extension of the employee's vacation.

The City may require a physician's certification at any time as to the sickness or injury of the employee or their immediate family member and the date of the employee's intended return to work.

Employees will not be permitted to use vacation or other leave in lieu of sick leave unless approved by the Personnel Officer.

Section 2 Sick Leave Accrual

Employees shall accrue 3.69 hours of sick leave per pay period for a total of 96 hours per year. Accrual shall occur on a daily basis. No accrual shall take place for any day in which the employee has performed less than a full day of service.

Sick leave may be accrued to a maximum of 2,000 hours except as provided below.

Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave during such leave as provided therein.

Sick leave shall not be accrued by an employee absent from duty after separation from City service or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

Section 3 Reimbursement for Accrued Sick Leave

Employee shall have no financial claim to reimbursement for unused sick leave upon leaving City employment, except as follows:

- Employees who voluntarily resign after completion of five years of continuous service shall receive 50% of any unused sick leave. Such compensation shall be calculated based on the employee's existing range and step at the time of resignation. No employee shall receive compensation for more than 1000 hours.

- Employees, upon retirement from the City's service and after completion of five years of continuous service, shall receive 50% of any unused sick leave. Such compensation shall be calculated based on the employee's existing range and step at the time of retirement. No employee shall receive compensation for more than 1000 hours.

Section 4 Excessive Sick Leave Usage or Abuse of Sick Leave

An employee who is excessively absent may be subject to disciplinary action. Excessive absenteeism shall include absence in excess of the average annual departmental sick leave usage unless covered/authorized by any lawfully protected leaves. Excessive absenteeism may occur regardless of the employee's accrual.

ARTICLE 14 WORKERS' COMPENSATION

All injuries sustained in the course of employment shall be reported at once to the employee's supervisor, who shall in turn promptly report the same to the Personnel Officer. The Personnel Officer shall authorize medical treatment for the employee at one of the City's approved medical clinics. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the supervisor shall complete and forward the required reports to the Personnel Officer within 12 hours following the injury.

Any permanent classified employee directed by either the City's or his/her physician to be absent from work due to an injury or illness arising out of and in the course and scope of City employment, shall receive full salary during the first six months of such absence. During the period of time that an employee is on leave as a result of a work related injury/illness and receiving full salary from the City, the employee shall sign over to the City any workers' compensation disability payments received by the employee. Failure to do so shall cause the City to cease payment of the employee's salary. An employee who has received a leave of absence pursuant to this section shall not accrue sick or vacation time during the period of disability.

ARTICLE 15 UNIFORMS

Section 1 Uniform Use

Each employee required to wear a uniform covered by this Agreement shall be entitled to City provided uniforms. Work shirts shall not be worn outside of normal work schedule, excluding travel time to and from work. The suggested annual uniform allocation for Public Works Employees shall consist of the following:

- Four work pants.
- Four work shirts.
- Six tee shirts, issued July 15th each year.
- Two pair of work boots, one pair issued on July 15th and the other pair issued on January 15th.
- Rain Gear as required.

All non-Public Works employees are permitted to wear "business casual" attire year-round, except when required to attend a meeting involving members of the general public, or other elected or appointed officials, or employees of any federal, state or local government agency when business dress is appropriate. Business casual attire shall be subject to the requirements and guidelines contained with the City of Sierra Madre Personnel Rules and Regulations, as such may be amended from time to time by the City of Sierra Madre in its sole and absolute discretion.

Section 2 Laundry Service

The City shall contract with a laundry service, at no direct cost to the employees, but subject to the IRS tax guidelines, who shall be responsible for the cleaning and maintenance of City supplied uniforms for those employees required to wear uniforms as part of their duties.

ARTICLE 16 SAFETY EQUIPMENT

The City shall furnish to employees any safety equipment required, and shall provide access and training through a safety committee.

ARTICLE 17 INSURANCE

Section 1 Insurance Benefits

The City shall maintain the following overall level of insurance benefits for each employee covered by this Agreement for the duration hereof. The specific coverage is subject to the provisions of the individual insurance company's master contract(s) as issued to the City of Sierra Madre for each type of insurance.

- Insurance benefits offered by the City include:
 - Health Insurance
 - Dental Insurance
 - Life and Accidental Death Insurance
 - Vision Insurance
 - Survivor Benefit
 - Workers Compensation
 - Unemployment

- The City has participated in the CalPERS medical program since 1995 to provide health coverage for association members. Pursuant to Government Code Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA), for the calendar year beginning January 2014, the City will contribute \$113.05 for each association member towards the PERS Health Care Plan. This amount is adjusted annually.

- The City will contribute an amount over its contribution under PEMHCA (which is \$113.05 per month for the calendar year beginning January 2014). The total contribution, including the City's contribution under PEMHCA, shall be up to \$650 per month for health, dental and vision insurance coverage, plus 25% of premiums in excess of \$650 per month, through an IRS Section 125 Flexible Benefit Plan (FBP) administered by either the City or its designee.

- In addition, the City provides a Flexible Spending Plan to allow employees to contribute to their health, dental and vision insurance coverage on a pre-tax basis.

- The specific benefits are subject to change by the insurance carrier. The exact provisions governing each benefit program are contained in the Master Contract issued by the insurance carrier to the City of Sierra Madre.

- All insurance benefits offered by the City are subject to COBRA upon an employee's resignation, retirement or other COBRA defined event.
- Refer to the certificate of coverage for a complete description of benefits and coverage. The City reserves the right to select any insurance carrier or other method of providing coverage to fund the benefits of the employees under the terms of this Agreement, provided that the benefits to employees shall be not less than those in existence as of implementation of this Agreement.

Section 2 Medical Stipend

An employees who elects not to purchase medical, dental, and vision insurance through the City's plan and is covered by another group insurance plan, will receive a medical stipend of \$325 per month.

Section 3 Health Insurance - Alternative Health Insurance Providers

The City will allow the Association to sponsor an alternative provider of health insurance premiums provided that:

- The coverage is at least as comprehensive as the coverage provided through CalPERS (including deductibles, co-payments and service levels); and
- Contracting with the alternative insurance provider does not in any way compromise the City's participation in the CalPERS Health Plans for employees or retirees.

Section 4 Life Insurance and AD&D

Term Life Insurance Coverage is provided for employee only at an amount of \$50,000.

Section 5 Level IV Survivor Benefit

The employee paid survivor benefit is at Level IV.

Section 6 Retirement Insurance Coverage

The City has participated in the CalPERS medical program since 1995 for association members. As such, the City is obligated to contribute toward the cost of retiree medical coverage for the retiree's and spouse's lifetime so long as they remain eligible for and covered by this medical program. The City provides additional benefits based this Memorandum of Understanding beyond those required under PEMHCA. The following is a summary of these benefits:

All association members who retire from the City (including disability retirement) and continue coverage in the CalPERS medical program are eligible for the benefit provided in the PEMHCA resolutions. Those resolutions provide for the City to contribute toward retiree premiums at an equal amount to the active employees, for 2014 this amount is \$113.05.

In addition to the benefits described above, the City also provides the following monthly subsidy, inclusive of the contribution above, toward retiree (single coverage) medical premiums until the retiree reaches age 65:

- For CEA employees hired before October 15, 1995 who meet the requirements for CalPERS retirement (including industrial disability retirement), the City will pay 5% times the number of years worked for the City times the lesser of the actual premium for the lowest cost HMO premium in the Los Angeles area region.

- For CEA employees hired on or after October 15th, 1995 who retire (including disability retirement) at age 60 or older with at least 30 years of service with the City, will receive 100% of the actual premium or the lowest cost active employee HMO premium in the LA area region, whichever is less.

All other insurance coverage (vision, dental, & life) terminates upon retirement and is subject to COBRA. Dependent health insurance coverage may be extended by co-payment. Premiums for dependent co-payment must be submitted monthly in advance prior to the 15th of each month. The dependent co-pay coverage will terminate at age 65 or five years after the employee's death, whichever occurs first or within the guidelines of COBRA.

Dental insurance and dependent health insurance coverage will be subject to current COBRA and insurance provider guidelines. No insurance coverage will be extended for vision, life or AD&D insurance. Premiums made to the City for COBRA coverage must be submitted monthly in advance prior to the 15th of each month.

ARTICLE 18 RETIREMENT

Section 1 CalPERS Membership

Consistent with the Government Code, employees who are local safety or miscellaneous members of the California Public Employees Retirement System are entitled to the benefits as indicated in the December 30, 1979 amendment to the contract between the Board of Administration of CalPERS and the City Council. The contract has been amended to provide for military buy-back.

Section 2 Salary Subject to PERS

The calculation of the salary subject to PERS will follow "CalPERS Public Agency & Schools Procedures Manual" as it pertains to "reportable and un-reportable wages".

Section 3 City Payment of Employer Contribution for CalPERS Retirement

The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Agreement. For classic members, as defined in Section 4 of this Article, the retirement benefit is 2.5% at 55 for miscellaneous employees. For new members, as defined in Section 4 of this Article, the retirement benefit is 2% @ 62.

Section 4 Employee Contribution for CalPERS Retirement

Classic member employees shall pay the full statutorily required amount of the employee contribution to CalPERS for classic members, which is currently 8% for miscellaneous employees. Classic members are those members who do not qualify as new members under Government Code section 7522.04.

Pursuant to the Public Employees' Pension Reform Act of 2013, new member employees shall pay 50% of the normal cost rate for the defined benefit plan in which the new member employee is enrolled, rounded to the nearest quarter of 1%. (Government Code section 7522.30.) New members are defined under Government Code section 7522.04.

Section 5 Laborers' National (Industrial) Pension Fund (LNIPF)

Beginning March 3, 2002, the City began contributing, on behalf of each association member, one percent (1%) of base salary into the LIUNA supplemental pension fund, the Laborers' National (Industrial) Pension Fund (LNIPF); in exchange, the base salaries for all members of the CEA were decreased by 1%.

Beginning in 2010 the LIUNA Supplemental Pension Fund was certified in the critical zone (“red zone”) by the IRS. As part of the rehabilitation plan required by the Pension Protection Act of 2006 (PPA), the City was mandated to pay an additional 0.05% surcharge in 2010, which increased to 0.1% between 2011 and 2013. In 2013 Laborers’ National (Industrial) Pension Fund (LNIPF) imposed a default schedule upon the City in order for LNIPF to restore the plan’s financial health. The default schedule is as follows:

2014	1.38%
2015	1.49%
2016	1.60%
2017	1.71%
2018	1.82%
2019	1.93%
2020	2.04%
2021	2.15%
2022	2.26%

ARTICLE 19 FLEXIBLE SPENDING ACCOUNTS

The City has established under Internal Revenue Code section 125, a flexible spending account for day care and uncovered medical (including dental and optical) costs. The plan allows employees to fund the costs on a pre-tax basis and reduce income related taxes.

ARTICLE 20 WORKING HOURS, EMPLOYEE ATTENDANCE & WORK PERIODS

Section 1 Hours of Work

The work schedule for regular full-time unit employees shall consist of 80 hours in a 14 day pre-established work period. The City has adopted a 9/80 alternative work schedule as follows:

- For purposes of calculating overtime under the FLSA, generally for those employees working in City Hall, each seven day work period shall be identified in the signed Job Description.
- Notwithstanding special pay provisions of this Agreement, employees will not be eligible for overtime premium until an employee actually works more than 40 hours during the pre-established seven day work period.
- Employees will work 80 hours during each two-week period, as follows: employees will work nine hours each day (generally Monday through Thursday) observing the one hour unpaid lunch break and two paid breaks established in this Agreement and eight hours on an alternative day, generally, the Friday that City Hall is open (observing the breaks established in the MOU). City offices will be closed on the alternate Fridays, with employees not being required to report for duty.

Section 2 Work Days

A full workday shall include:

- Two paid 15 minute rest periods
- One unpaid lunch period of not less than 30 minutes or more than one hour.

Section 3 Pay Period

A pay period shall include 14 calendar days beginning at 12:01 a.m. Sunday and ending on Saturday at 12:00 midnight.

Section 4 Work Hours Per Year

Total hours worked shall be based on 2080 hours per year.

Section 5 Minimum Hours

Employees shall be required to work a minimum of eight hours per day assigned. Employees for whom necessity requires a different schedule shall work according to regulations that do not exceed state and federal regulations.

Employees shall be required to be in attendance at their work locations in accordance with the schedule of hours stipulated by the department head. Failure to observe work schedules shall be cause for disciplinary action. All departments shall be responsible for daily attendance records, which shall be properly recorded and reported at the end of each pay period. Personnel reporting after the designated time or leaving prior to the designated end of shift shall be considered tardy and absent without leave.

ARTICLE 21 SENIORITY

Seniority shall be based on the length of time of uninterrupted service of an employee in the classified service of the City.

ARTICLE 22 LAYOFF

Section 1 Definitions

- Retention Lists: Classified employees, probationary permanent, listed in order of seniority and by class series and classification; the most senior employee to be listed first.
- Seniority: The length of time of uninterrupted service of an employee in the classified service of the City.
- Bumping: The process by which an employee with greater seniority causes an employee with less seniority to be displaced from his present position.
- Assigned List: That list which shows the effective date of reduction of working hours, employee's name and classification. Order of list shows employee whose hours were reduced first and then those subsequent reductions.

Section 2 Length of Service

Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by the length of service. The employee who has been employed the shortest time in the class, plus higher class, shall be laid off first. Re-employment shall be in the reverse order of layoff. Persons laid off because of lack of work or lack of funds are eligible for re-employment for a period of 12 months and shall be reemployed in preference to new applicants.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same re-employment rights as those laid off.

Section 3 Retention Lists

The Personnel Officer shall establish and maintain retention lists for all classes and class series. These lists are to be revised from time to time to insure the accuracy and availability of the persons on such lists.

Section 4 Procedure for Layoff

Employees scheduled to be laid off shall be notified not less than 15 days prior to the date of layoff. The notice shall contain the reason for layoff and the effective date. Upon receipt of notice of layoff, the employee must notify the Personnel Officer within three working days whether he/she is electing his/her rights to "bump" the last person to be hired. The notice must be in writing.

- The "bumping" employee must have seniority over the last person to be hired in his class. If he/she does not have enough seniority, he/she may "bump" the last person hired in succeeding lower classes in the same class series until he/she reaches the last class and then in any class in which he/she has established permanency and over which he/she has seniority. Transferring seniority from one class series to another or from one unrelated class to another is not allowed.
- The employee being "bumped" has the same seniority "bumping" rights and may exercise them in accordance with these rules as though he/she was being laid off.

Any employee going to a lower class pursuant to this rule shall receive the maximum of the salary range of the lower class provided that such salary is not greater than the salary received in the higher position. In all cases where an employee elects to exercise his seniority rights and move to a lower class in lieu of layoff, his name shall be placed on a layoff list for the position from which he/she moved.

In computation of seniority, all services within a class plus higher class within the same class series shall count as seniority within the class. Continuous or uninterrupted service as a probationary or permanent employee within a class rather than actual days worked shall determine seniority.

No permanent or probationary employee shall be laid off from any probation while employees serving under emergency, provisional, or limited-term employment are retained in positions of the same class. A limited-term employee may be laid off (separated/terminated) at the end of his assignment without regard to the procedures set forth in these rules.

Section 5 Reduction in Assigned Working Hours

The Personnel Officer may reduce the number of assigned working hours and consequent hourly compensation for any classified position. Such reduction may be of a temporary or permanent nature. When the assigned hours for a position are to be permanently reduced, the affected employee shall be given not less than 15 calendar day's notice. The employee's name will then be placed on an "assignment list" which shall be kept by name, classification, and effective date of reduction.

ARTICLE 23 DISCIPLINARY PROCEEDINGS

Section 1 Disciplinary Action

Disciplinary action may be imposed upon any classified employee for any of the causes set forth in this Rule. For the purpose of this section, "disciplinary action" ("action") shall mean suspension without pay for a period not to exceed 30 calendar days, reduction in class or position, or any combination thereof; or dismissal from the service.

Section 2 Causes for Disciplinary Action

Any of the following shall be cause for the imposition of disciplinary action:

- Incompleteness, incompetence or inefficiency in the performance of the employee's duties;
- Insubordinate conduct directed at a supervisor or department head;
- Violation of any official regulation or order;
- Final conviction including a plea of guilty or nolo contendere of any criminal offense involving moral turpitude;
- Negligent or willful conduct by any employee either during or outside of duty hours, which results in or causes damage to public property, waste of public supplies or brings discredit to City;
- Fraud in securing employment or making a false statement on an application for employment; or dishonesty;
- Being under the influence of alcohol or dangerous illegal drugs or narcotics while on duty or in violation of City Drug and Alcohol Policy;
- Excessive absenteeism; inexcusable absence without leave; and abuse of sick leave;
- Discourteous treatment of the public;
- Any act or conduct either during or outside of duty hours which is of such a nature that it causes or may tend to cause discredit to the City, the employee's department or division;
- Any violation of the City's gift policy;
- Any other good and sufficient cause.

Section 3 Imposition of Disciplinary Action

All forms of disciplinary action shall be commenced by means of a written "notice of intended disciplinary action" prepared by the department head and then served upon the affected employee. The affected employee shall have a right to respond to the notice pursuant to section 5 of this Article. However, any intended discipline or other City action consisting of written reprimands or other forms of disciplinary action, such as transfer or reassignment (when the same is done for disciplinary or punitive purposes) whereby the potential impact (when the same is done for disciplinary or punitive purposes) and whereby the potential economic impact (without regard to real or possible losses of overtime compensation) upon

the affected employee is in an amount less than the employee's scheduled daily compensation, shall not give rise to any form of post-department head administrative or judicial appeal and the determination of the department head shall be final and conclusive.

Section 4 Notice

In cases of discipline, pre-disciplinary written notice of the intended action shall be given to the employee setting forth the following information:

- Grounds for proposed discipline.
- Act or omission giving rise to intended discipline.
- All documents or records upon which the proposed discipline is based.
- The date by which the employee can respond and the person to whom the employee can respond.

Section 5 Employee Response

The employee shall have five working days from the day the "notice of intended disciplinary action" is served on him/her to advise of his/her intent to participate in a pre-disciplinary meeting pursuant to this bargaining agreement and *Skelly v. State Personnel Board*. This pre-disciplinary meeting shall be presided over by the City Manager or his/her designee. Any such requests to convene a pre-disciplinary meeting shall be in writing and shall be postmarked within five working days from the date the notice is served upon the employee. If the employee either fails to request a pre-disciplinary meeting or fails to do so in a timely manner, then at the expiration of the five working day period for serving such request, the City Manager or his/her designee may render a determination based solely upon the pre-disciplinary supportive documents that were served upon the employee in accord with this Article 22, section 4.

Section 6 Final Action

After considering the employee's response, if any, to the "notice of intended disciplinary action," or after expiration of the time to respond and no response having been made, a written notice of final determination shall be served upon the employee within a reasonable time after the pre-disciplinary meeting is conducted. If the notice imposes discipline, then the effective date of that discipline shall be set forth within the notice. Absent an effective date set forth within the notice, the effective date of disciplinary action shall be deemed the date upon which the notice was signed by the City Manager or his/her designee. Subject to the limitations described in Article 8, the employee may appeal the City Manager/designee's determination pursuant to section 7.

Section 7 Appeals

A permanent employee upon whom disciplinary action has been taken may appeal to the City Council within 14 calendar days after receiving a copy of the City Manager's decision and by filing written answer to such decision. Appeal can be made on the following grounds:

- That the procedures set forth in the Rules and Regulations have not been followed.
- That the action taken was not in accord with the facts.

The appeal must be made in writing and submitted to the City Manager. If the appeal is not received by the City Manager within 14 calendar days after the employee has received a copy of the City Manager's decision, the employee waives his/her right to appeal the decision and the decision will become final.

Upon receipt of a timely appeal, the City Manager shall advise the City Council thereof and shall forward to each member of the Council a copy of the statement of charges, the City Manager's notice of decision and the employee's answer to such decision. The City Manager, upon instruction from the City Council, shall give the appealing party written notice of the time and place of the hearing to be held before the City Council upon such appeal. The hearing shall be limited to items which are disputed by the employee and contained within employee's written answer to such decision. All items not disputed by the employee shall be deemed admitted by the employee for the purposes of the hearing.

The City Council may, in its sole discretion, refer the hearing to a mutually agreed upon advisory hearing officer. It shall be the hearing officer's responsibility to render an advisory opinion and award and recommendation for penalty to the City Council. The selection of the advisory hearing officer shall be either by a mutual agreement between the parties as to the person selected, or by a timely request to the State Mediation and Conciliation Service for a list of names of seven arbitrators with experience in disciplinary matters in the public sector. The selection of the arbitrator shall be performed by an alternate striking of the names until one name remains. The hearing before the advisory hearing officer shall be conducted in the manner most conducive to the determination of the truth, and the hearing officer shall not necessarily be bound by the technical rules of evidence. The hearing officer shall have authority to issue subpoenas at the request of either party.

At the conclusion of the advisory hearing, and after receipt of the advisory report, recommendations and penalty, the record of the advisory proceedings shall be forwarded to the City Council for their determination, which shall be final and binding.

The parties shall be permitted to argue the hearing officer's advisory report and recommendation before the City Council. All arguments before the City Council will be confined to the Council sustaining the advisory arbitration award, rejecting the advisory arbitration award or modifying it with respect to findings and/or penalty.

In no event shall a trial de novo be convened before the City Council when it has elected to defer the matter to advisory arbitration.

After fully considering the parties' arguments with respect to the advisory arbitration and award, the City Council shall render a decision, which shall be final and binding.

Section 8 Procedure for Hearings before City Council

If the City Council does not refer the hearing to an advisory hearing officer, the following procedure shall apply for hearings before the City Council. Hearings shall be conducted in the manner most conducive to determination of the truth, and the City Council shall not be bound by technical rules of evidence. Decisions made by the City Council shall not be invalidated by any informality of the proceedings.

Each side will be permitted an opening statement (City Manager or designee first) and closing arguments (City Manager or designee first). The City Manager or designee shall first present the witnesses and evidence to sustain the charges and the employee will then present his witnesses and evidence in defense. Each side will be allowed to examine and cross-examine witnesses.

Whether the hearing is held in public or closed session, the City Council, after it concludes the hearing, may deliberate its decision in closed session. No persons other than persons of the City Council and the City Attorney shall be permitted to be present during the deliberations.

The City Council may sustain or reject any or all of the charges filed against the employee and may sustain, reject, or modify the disciplinary action involved against the employee. The decision of the City Council shall be final and conclusive in all cases.

ARTICLE 24 EMPLOYMENT GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of this rule is to provide each employee a grievance procedure within the scope and framework of the City's personnel system. For the purpose of this Rule, the word "grievance" shall mean and include any complaint affecting wages, hours and terms and conditions of employment arising out of alleged violations of established rules and regulations, policies, administrative procedures, working conditions, job relations, extension of probation or this Agreement, except that the same shall not include any disciplinary action or proceedings.

Section 2 Procedure - Individual Petitions

An employee or group of employees having a complaint or grievance should present their grievance in a written statement to his/her immediate supervisor for resolution. If the point of dispute cannot be resolved with the immediate supervisor, the grievant may present his/her written complaint to the department head. The employee or group of employees shall file the grievance within 30 calendar days of its occurrence or within 30 calendar days of the employee or employees knowing the alleged violation, or within 30 calendar days of the employee or employees being reasonably required to know of the occurrence.

Unresolved complaints that have been brought to the attention of a department head shall then be submitted in writing to the City Manager not more than 14 days from the date of written presentation to the department head. The department head, will, by endorsement, cite findings and recommendations in response to the grievance.

The City Manager shall cause an investigation to be made of the complaint and shall reply in writing to the department head of action deemed appropriate. In the event of failure to resolve the cause of the dispute, the grievant may request a conference with the City Manager and department head for the joint discussion and resolution of the matter.

Section 3 Procedure - Association Petitions

The Association may file a grievance on behalf of the Association as a whole for any violation of this Agreement. The grievance shall be filed within 30 calendar days of the occurrence or within 30 calendar days of the Association knowing of the occurrence or within 30 calendar days of the Association being reasonably required to know of the occurrence. The grievance shall be presented in writing to the City Manager reciting the background, written or verbal orders, specific examples, circumstances, specific complaints and requested remedial action.

The City Manager shall cause an investigation to be made of the complaint and shall reply in writing to the Association stating the action taken. In the event of failure to resolve the cause of the dispute, the

Association by a majority vote of its Board of Directors and by notifying any/all employees affected by this grievance, may then request a meeting with the City Manager. The City Manager shall hold a meeting for the discussion and attempted resolution of the matter. The meeting shall be held by the City Manager within 30 calendar days of his/her reply to the grievance.

Section 4 Procedure for Appeal

Any grievant presenting a grievance pursuant to the procedures hereinabove set forth, who is dissatisfied with the determination of the City Manager, may appeal such decision by filing a written letter of appeal with the City Council within 30 calendar days after the giving of notice by the City Manager. The City Council, upon receiving a timely appeal, shall instruct the City Manager to give the appealing party (or parties) written notice of the time and place of the hearing.

At the time of the hearing before the City Council, all interested parties shall be given reasonable opportunity to be heard upon the merits of the grievance and the positions taken with reference thereto. Upon conclusion of such hearing, the City Council shall review the testimony given and shall approve, disapprove or approve with modification, the decision rendered by the City Manager. The City Council's decision shall be final and conclusive in all cases.

The City Council may, at its sole discretion, refer the hearing to a designated advisory hearing officer to render an opinion and award, advisory to the City Council, in accordance with the procedures provided in section 7 of Article 23.

ARTICLE 25 CONTINUATION OF WAGES, HOURS AND WORKING CONDITIONS

The provisions of the Agreement shall not be revised to affect the employees covered by this Agreement adversely during the term of this Agreement.

Any policies, procedures, benefits or past practices that affect wages, hours and/or other terms and conditions of employment shall not be revised to affect the employees covered by this Agreement adversely during the term of this Agreement unless by mutual agreement of the parties. Employees shall read the Personnel Rules and Regulations of the City of Sierra Madre and sign acceptance thereof upon completion of employee orientation upon hiring.

ARTICLE 26 EMPLOYEE RIGHTS

Each individual employee shall have the following rights, which he/she may exercise in accordance with the City's Employer-Employee Relations Resolution and all applicable laws, ordinances, and the rules and regulations of this Agreement:

- The right to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the City, or to refuse to join or participate in the activities of any employee organization.
- The right to pay dues to such employees' organization through regular payroll deduction.
- The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of their Department Head for their membership or non-membership in any employee

organization or with respect to any lawful activity associated therewith which is within the scope or representation.

- The right to represent himself/herself individually in his/her employee relationship with the City.
- The City shall maintain only one official employee personnel file and that file shall be in the custody of the Personnel Officer. That personnel file shall be the only official source or repository of documents pertaining to the employee's performance, past and present, leave requests, disciplinary records and commendations.
- The employee's personnel file shall contain all information relating to the employee from date and time of appointment. In no event shall any material be placed in the employee's official personnel file without his/her knowledge.

Whenever an employee desires to represent himself/herself in consulting with City management during his/her regular hours of work, he/she shall first request from his/her department head permission to take time to do so. Said request shall be granted unless the needs of the department are such that the employee's services cannot be spared during the particular time requested. In such case, the employee shall be permitted to reschedule his/her appointment with City management.

ARTICLE 27 ASSOCIATION RIGHTS

Section 1 Recognition

The City recognizes the right of the Association to govern its internal affairs.

Section 2 Association Dues

Upon the receipt of a written request and authorization from an employee for deduction of Association "dues," the City shall withhold such dues and deductions from the salary of the employee, and remit the withholdings to the Association in a timely manner. The City shall continue to withhold such deductions unless the employee files a written statement with the City withdrawing authorization for the continued withholding of the deductions.

Section 3 Association Bulletin Board

The Association shall have use of specific bulletin board space, clearly marked and identified as such, and said space shall be the only space which is authorized for the posting of Association business. Material placed on the bulletin board shall be at the discretion of the Association with the understanding that materials so posted shall be for legitimate communications with members. Said posting shall not be offensive to good taste, defamatory, or involve support or opposition to candidates for political office within the City government. The Personnel Officer shall have the right to remove any such materials upon prior notice to the Association representative. The Association shall be responsible for maintaining the space provided in an orderly condition and shall promptly remove outdated materials.

Section 4 Representation

The employee shall be allowed to designate a representative to assist the employee in:

- Preparing and presenting grievances.
- Preparing and processing material for disciplinary hearings.

- Preparing and presenting material for any legitimate employer-employee relations matter for which representation is granted pursuant to existing law.

Section 5 Release Time

Subject to the needs of the department and prior approval of the Personnel Officer, designated employee representatives shall be allowed reasonable release time from regularly scheduled duties to present grievances and material for disciplinary hearing on behalf of the affected employee, if said employee requests assistance, and to meet with City management representatives relative to matters of employer-employee relations.

ARTICLE 28 MANAGEMENT RIGHTS

The rights of the City include authority under state law, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and board; set standards and levels of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; determine style and/or types of City-issued wearing apparel equipment or technology used, establish and enforce dress and grooming standards; assign work to and schedule employees in accordance with requirements as determined by the City and establish and change work schedules and assignments upon reasonable notice; and determine organization structure, size and composition of the work force; take all necessary actions to carry out its mission in emergencies; and exercise complete discretion over its organization and the technology of performing its work.

In exercising the above rights, the City shall comply with all applicable provisions of this Agreement.

In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of this Agreement and all applicable State laws.

ARTICLE 29 AGREEMENT, MODIFICATION, WAIVER

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing and affixed hereto by all parties and approved by City Council.

The waiver of any breach, term or condition of this memorandum by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

ARTICLE 30 OBLIGATION TO SUPPORT

The parties agree that, subsequent to the execution of this Agreement and during the period of time said Agreement is pending before the City Council for action, neither the employee organization nor management, nor their authorized representatives, will appear before the City Council or meet individually or privately with said members of the City Council, to advocate any amendment, deletion or addition to the terms and conditions of this Agreement. It is further understood that this article shall not

preclude the parties from appearing before the City Council to advocate or urge the adoption and approval of this Agreement in its entirety.

Furthermore, the parties may, by mutual agreement, appear before the City Council to request a modification to this Agreement.

ARTICLE 31 PROVISIONS OF LAW

This Agreement is subject to all future and current applicable federal or state laws and regulations.

If any part or provision of this Agreement is in conflict with such applicable provisions of federal or state laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Agreement shall not be affected, and the Employees' Association and/or the City shall have the right to meet and confer within 30 days concerning said section. This Agreement shall supersede all City rules or ordinances, which are in conflict with the Agreement.

If any City rule or ordinance is not in conflict with this Agreement, it shall supersede this Agreement.

Current Rules and Regulations of the City that do not deal with matters covered by this Agreement shall remain in full force and effect.

ARTICLE 32 RENEGOTIATION

The parties agree that negotiations for the fiscal year beginning July 1, 2018 shall begin by the mutual exchange of written proposals by March 2018 and shall continue until agreement is reached, or impasse is declared by either party.

This Agreement shall remain in full force and effect until either a new Memorandum of Understanding is negotiated by the City and the Association and said Memorandum of Understanding has been approved and ratified by both the Association and the City Council, or a "last, best, final offer" has been imposed by the City Council pursuant to the Personnel Rules and Regulations and Government Code Section 3505.4.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the 23rd day of November 2016.

Sierra Madre Employees Association
Representatives:

City of Sierra Madre Management
Representatives:

Susan Clifton
Association President

Elaine I. Aguilar
City Manager

Cy Womack
Association Negotiating Team Member

Miguel Cardenas
Association Negotiating Team Member

Christine Smart
Association Negotiating Team Member

Tim Hunsicker
Association Negotiating Team Member

Paul Bechely
LIUNA 777 Representative

EXHIBIT A

Classification Plan & Salary Matrix

City of Sierra Madre

November 22, 2016

Adopted by Resolution 16-72

Classification

Administrative

Duties and Responsibilities

The fundamental reason this classification exists is to perform a variety of support duties for the corresponding department; prepares reports and correspondence, prepares City Council and selected City Commission or Committee agendas, maintain the general contract and correspondence files; maintains records management systems, provides customer services to a variety of customers, works on special projects as assigned.

Training, Experience and Qualifications

An Associates or Bachelor's degree in public administration, business administration, or a related field. General office experience involving public contact, typing, filing, answering telephones and computer use.

Classified Employee Association

	1	2	3	4	5
Administrative Clerk	1				
Annual Salary	33,267	34,930	36,677	38,510	40,436
Monthly Salary	2,772	2,911	3,056	3,209	3,370
Bi-Weekly	1,279	1,343	1,411	1,481	1,555
Hourly Salary	15.99	16.79	17.63	18.51	19.44
Administrative Aide	3				
Annual Salary	36,661	38,494	40,419	42,440	44,562
Monthly Salary	3,055	3,208	3,368	3,537	3,713
Bi-Weekly	1,410	1,481	1,555	1,632	1,714
Hourly Salary	17.63	18.51	19.43	20.40	21.42
Account Technician	6				
Annual Salary	40,480	42,504	44,629	46,861	49,204
Monthly Salary	3,373	3,542	3,719	3,905	4,100
Bi-Weekly	1,557	1,635	1,717	1,802	1,892
Hourly Salary	19.46	20.43	21.46	22.53	23.66

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Administrative Analyst	23									
Annual Salary	39,610	40,601	41,616	42,656	43,722	44,815	45,936	47,084	48,261	49,468
Monthly Salary	3,301	3,383	3,468	3,555	3,644	3,735	3,828	3,924	4,022	4,122
Bi-Weekly	1,523	1,562	1,601	1,641	1,682	1,724	1,767	1,811	1,856	1,903
Hourly Salary	19.04	19.52	20.01	20.51	21.02	21.55	22.08	22.64	23.20	23.78
Assistant to the City Manager	22									
Annual Salary	45,445	46,581	47,745	48,939	50,162	51,416	52,702	54,019	55,370	56,754
Monthly Salary	3,787	3,882	3,979	4,078	4,180	4,285	4,392	4,502	4,614	4,730
Bi-Weekly	1,748	1,792	1,836	1,882	1,929	1,978	2,027	2,078	2,130	2,183
Hourly Salary	21.85	22.39	22.95	23.53	24.12	24.72	25.34	25.97	26.62	27.29
Analyst (various)	24									
Annual Salary	53,443	54,779	56,149	57,552	58,991	60,466	61,978	63,527	65,115	66,743
Monthly Salary	4,454	4,565	4,679	4,796	4,916	5,039	5,165	5,294	5,426	5,562
Bi-Weekly	2,056	2,107	2,160	2,214	2,269	2,326	2,384	2,443	2,504	2,567
Hourly Salary	25.69	26.34	26.99	27.67	28.36	29.07	29.80	30.54	31.31	32.09

Classification Code Enforcement

Duties and Responsibilities

The fundamental reason this classification exists is to enforce a variety of occupancy, health, safety, public nuisance, zoning and land use regulations, and related codes and ordinances; inspects suspected violations and takes action as necessary.

Training, Experience and Qualifications

Graduation from high school or G.E.D. equivalent; possession of PC 832; three years of extensive, pertinent code enforcement experience involving considerable, sensitive public contact in a municipal setting.

Classified Employee Association

	1	2	3	4	5
Code Enforcement Officer 120					
Annual Salary	53,210	55,870	58,664	61,597	64,677
Monthly Salary	4,434	4,656	4,889	5,133	5,390
Bi-Weekly	2,047	2,149	2,256	2,369	2,488
Hourly Salary	25.58	26.86	28.20	29.61	31.09

Classification

Community Services

Duties and Responsibilities

The fundamental reason this classification exists is to coordinate and oversee community programs and services including but not limited to aquatics, arts, communications, grants, community projects, public relations, seniors, special events, transit, and youth programs.

Training, Experience and Qualifications

A bachelor's degree in recreation, leisure studies, or a degree related to the area of specialization, and recreation experience at the paraprofessional or professional level. Possession of a valid California driver's license Class "C" or higher.

Classified Employee Association

	1	2	3	4	5
Recreation Coordinator 1					
Annual Salary	33,267	34,930	36,677	38,510	40,436
Monthly Salary	2,772	2,911	3,056	3,209	3,370
Bi-Weekly	1,279	1,343	1,411	1,481	1,555
Hourly Salary	15.99	16.79	17.63	18.51	19.44

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Community Services Supervisor 21										
Annual Salary	55,480	56,867	58,289	59,746	61,239	62,770	64,340	65,948	67,597	69,287
Monthly Salary	4,623	4,739	4,857	4,979	5,103	5,231	5,362	5,496	5,633	5,774
Bi-Weekly	2,134	2,187	2,242	2,298	2,355	2,414	2,475	2,536	2,600	2,665
Hourly Salary	26.67	27.34	28.02	28.72	29.44	30.18	30.93	31.71	32.50	33.31

Classification

Finance

Duties and Responsibilities

The fundamental reason this classification exists is to administer the City's financial affairs including by not limited to accounting, billing, payroll, and purchasing.

Training, Experience and Qualifications

A bachelor's degree in public administration, business administration, or a related field; clerical/accounting experience, preferably in public sector environment. Working knowledge of personal computer applications and 10-key. Experience with governmental accounting software preferred.

Classified Employee Association

	1	2	3	4	5
Account Technician 6					
Annual Salary	40,480	42,504	44,629	46,861	49,204
Monthly Salary	3,373	3,542	3,719	3,905	4,100
Bi-Weekly	1,557	1,635	1,717	1,802	1,892
Hourly Salary	19.46	20.43	21.46	22.53	23.66
Accountant 15					
Annual Salary	51,661	54,244	56,956	59,804	62,794
Monthly Salary	4,305	4,520	4,746	4,984	5,233
Bi-Weekly	1,987	2,086	2,191	2,300	2,415
Hourly Salary	24.84	26.08	27.38	28.75	30.19

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Accounting Manager 26										
Annual Salary	66,385	68,044	69,746	71,489	73,276	75,108	76,986	78,911	80,884	82,906
Monthly Salary	5,532	5,670	5,812	5,957	6,106	6,259	6,416	6,576	6,740	6,909
Bi-Weekly	2,553	2,617	2,683	2,750	2,818	2,889	2,961	3,035	3,111	3,189
Hourly Salary	31.92	32.71	33.53	34.37	35.23	36.11	37.01	37.94	38.89	39.86

Classification**Fire****Duties and Responsibilities**

The fundamental reason this classification exists is to respond to fire and medical emergencies, maintain fire department records, correspondences, and equipment and to coordinate and oversee the emergency medical program and fire prevention activities.

Training, Experience and Qualifications

High school diploma or equivalent required; completion of an accredited fire academy; possession of a valid California driver's license Class "C" or higher, Emergency Medical Technician Certification License with the County of Los Angeles.

		Unrepresented / 2756 Hours									
		1	2	3	4	5	6	7	8	9	10
Fire Captain	201										
Annual Salary		74,607	76,472	78,384	80,344	82,352	84,411	86,521	88,684	90,902	93,174
Monthly Salary		6,217	6,373	6,532	6,669	6,863	7,034	7,210	7,390	7,575	7,765
Bi-Weekly		2,870	2,941	3,015	3,090	3,167	3,247	3,328	3,411	3,496	3,584
Hourly Salary		27.07	27.75	28.44	29.15	29.88	30.63	31.39	32.18	32.98	33.81

Classification

Human Resources

Duties and Responsibilities

The fundamental reason this classification exists is to administer the City's human resources functions including but not limited to recruiting, retention, classification, compensation, discipline, dismissal, as well as the City liability and workers' compensation programs.

Training, Experience and Qualifications

A bachelor's degree in public administration, business administration, or a related field; human resources experience, preferably in public sector environment.

Classified Employee Association

	1	2	3	4	5
Human Resources Technician 6					
Annual Salary	40,480	42,504	44,629	46,861	49,204
Monthly Salary	3,373	3,542	3,719	3,905	4,100
Bi-Weekly	1,557	1,635	1,717	1,802	1,892
Hourly Salary	19.46	20.43	21.46	22.53	23.66

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Human Resources Analyst 24										
Annual Salary	53,443	54,779	56,149	57,552	58,991	60,466	61,978	63,527	65,115	66,743
Monthly Salary	4,454	4,565	4,679	4,796	4,916	5,039	5,165	5,294	5,426	5,562
Bi-Weekly	2,056	2,107	2,160	2,214	2,269	2,326	2,384	2,443	2,504	2,567
Hourly Salary	25.69	26.34	26.99	27.67	28.36	29.07	29.80	30.54	31.31	32.09

Human Resources Manager XX

Annual Salary	66,385	68,044	69,746	71,489	73,276	75,108	76,986	78,911	80,884	82,906
Monthly Salary	5,532	5,670	5,812	5,957	6,106	6,259	6,416	6,576	6,740	6,909
Bi-Weekly	2,553	2,617	2,683	2,750	2,818	2,889	2,961	3,035	3,111	3,189
Hourly Salary	31.92	32.71	33.53	34.37	35.23	36.11	37.01	37.94	38.89	39.86

Classification

Library

Duties and Responsibilities

The fundamental reason this classification exists is to perform a full range of professional library work.

Training, Experience and Qualifications

A Master's degree in Library Science from an American Library Association accredited school; or a degree related to the area of specialization, and public library experience at the paraprofessional or professional level.

Classified Employee Association

	1	2	3	4	5
Library Technician 1					
Annual Salary	33,267	34,930	36,677	38,510	40,436
Monthly Salary	2,772	2,911	3,056	3,209	3,370
Bi-Weekly	1,279	1,343	1,411	1,481	1,555
Hourly Salary	15.99	16.79	17.63	18.51	19.44
Librarian 9					
Annual Salary	50,070	52,573	55,202	57,962	60,860
Monthly Salary	4,172	4,381	4,610	4,830	5,072
Bi-Weekly	1,926	2,022	2,123	2,229	2,341
Hourly Salary	24.07	25.28	26.54	27.87	29.26

Confidential Exempt

	1	2	3	4	5	7	8	9	10
Library Services Manager 28									
Annual Salary	62,524	64,087	65,689	67,331	69,014	72,508	74,321	76,179	78,083
Monthly Salary	5,210	5,341	5,474	5,611	5,751	6,042	6,193	6,348	6,507
Bi-Weekly	2,405	2,465	2,526	2,590	2,654	2,789	2,858	2,930	3,003
Hourly Salary	30.06	30.81	31.58	32.37	33.18	34.86	35.73	36.62	37.54

Classification

Non-Sworn Public Safety

Duties and Responsibilities

The fundamental reason this classification exists is to receive, evaluate, and process all 9-1-1 calls for police, fire, and medical assistance; or, to operate base radio equipment to dispatch police units on police related incidents.

Training, Experience and Qualifications

High school diploma or equivalent required; experience as a dispatcher in the public sector preferred.

		Police Association				
		1	2	3	4	5
Dispatcher	110					
Annual Salary		42,447	44,570	46,798	49,138	51,595
Monthly Salary		3,537	3,714	3,900	4,095	4,300
Bi-Weekly Salary		1,633	1,714	1,800	1,890	1,984
Hourly Salary		20.41	21.43	22.50	23.62	24.81
Recruit	99	1				
Annual Salary		50,776				
Monthly Salary		4,231				
Bi-Weekly Salary		1,953				
Hourly Salary		24.41				

Classification

Planning

Duties and Responsibilities The fundamental reason this classification exists is to administer specified planning activities including current planning, zoning and subdivision ordinances, advanced planning and the General Plan.

Training, Experience and Qualifications A bachelor's Degree in Urban or City Planning or a related field. Professional planning experience, preferably in the public sector.

Classified Employee Association

	1	2	3	4	5
Assistant Planner 10					
Annual Salary	55,819	58,610	61,541	64,618	67,849
Monthly Salary	4,652	4,884	5,128	5,385	5,654
Bi-Weekly	2,147	2,254	2,367	2,485	2,610
Hourly Salary	26.84	28.18	29.59	31.07	32.62
Associate Planner 14					
Annual Salary	62,036	65,137	68,394	71,814	75,405
Monthly Salary	5,170	5,428	5,700	5,984	6,284
Bi-Weekly	2,386	2,505	2,631	2,762	2,900
Hourly Salary	29.82	31.32	32.88	34.53	36.25

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Senior Planner 26										
Annual Salary	66,385	68,044	69,746	71,489	73,276	75,108	76,986	78,911	80,884	82,906
Monthly Salary	5,532	5,670	5,812	5,957	6,106	6,259	6,416	6,576	6,740	6,909
Bi-Weekly	2,553	2,617	2,683	2,750	2,818	2,889	2,961	3,035	3,111	3,189
Hourly Salary	31.92	32.71	33.53	34.37	35.23	36.11	37.01	37.94	38.89	39.86

Classification

Police

Duties and Responsibilities The fundamental reason this classification exists is to protect life and property, prevent and investigate crimes, arrest criminals, and to enforce laws and ordinances.

Training, Experience and Qualifications Graduation from high school or G.E.D. equivalent; must have graduated from a P.O.S.T accredited Police Academy. Possession of a valid California driver's license Class "C" or higher.

Police Association

	1	2	3	4	5
Police Officer 130					
Annual Salary	61,604	64,685	67,919	71,315	74,881
Monthly Salary	5,134	5,390	5,660	5,943	6,240
Bi-weekly Salary	2,369	2,488	2,612	2,743	2,880
Hourly Salary	29.62	31.10	32.65	34.29	36.00
Corporal 131					
Annual Salary	64,697	67,932	71,329	74,895	78,640
Monthly Salary	5,391	5,661	5,944	6,241	6,553
Bi-weekly Salary	2,488	2,613	2,743	2,881	3,025
Hourly Salary	31.10	32.66	34.29	36.01	37.81
Sergeant 178					
Annual Salary	76,810	80,651	84,683	88,917	93,363
Monthly Salary	6,401	6,721	7,057	7,410	7,780
Bi-weekly Salary	2,954	3,102	3,257	3,420	3,591
Hourly Salary	36.93	38.77	40.71	42.75	44.89

Classification**Public Works****Duties and Responsibilities**

The fundamental reason this classification exists is to perform the various street, vehicle, facility and open space maintenance tasks and services.

Training, Experience and Qualifications

High school diploma or equivalent; experience in the construction and maintenance or related labor, or semi-skilled work. Possession of a valid California driver's license, Class "C" or higher and the ability to obtain and maintain a Class "B" license.

Classified Employee Association

	1	2	3	4	5
Maintenance Worker 1					
Annual Salary	33,267	34,930	36,677	38,510	40,436
Monthly Salary	2,772	2,911	3,056	3,209	3,370
Bi-Weekly	1,279	1,343	1,411	1,481	1,555
Hourly Salary	15.99	16.79	17.63	18.51	19.44
Fleet Mechanic 3					
Annual Salary	36,661	38,494	40,419	42,440	44,562
Monthly Salary	3,055	3,208	3,368	3,537	3,713
Bi-Weekly	1,410	1,481	1,555	1,632	1,714
Hourly Salary	17.63	18.51	19.43	20.40	21.42
Leadworker 4					
Annual Salary	37,616	39,497	41,472	43,545	45,722
Monthly Salary	3,135	3,291	3,456	3,629	3,810
Bi-Weekly	1,447	1,519	1,595	1,675	1,759
Hourly Salary	18.08	18.99	19.94	20.94	21.98

Classified Employee Association Continued

	1	2	3	4	5
Foreman	5				
Annual Salary	39,504	41,479	43,553	45,731	48,018
Monthly Salary	3,292	3,457	3,629	3,811	4,001
Bi-Weekly	1,519	1,595	1,675	1,759	1,847
Hourly Salary	18.99	19.94	20.94	21.99	23.09

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Deputy Director	27									
Annual Salary	69,482	71,219	73,000	74,825	76,696	78,613	80,578	82,593	84,658	86,774
Monthly Salary	5,790	5,935	6,083	6,235	6,391	6,551	6,715	6,883	7,055	7,231
Bi-Weekly	2,672	2,739	2,808	2,878	2,950	3,024	3,099	3,177	3,256	3,337
Hourly Salary	33.41	34.24	35.10	35.97	36.87	37.79	38.74	39.71	40.70	41.72

Classification

Water

Duties and Responsibilities

The fundamental reason this classification exists is to operate and maintain the City's water production and distribution system.

Training, Experience and Qualifications

High school diploma or equivalent; experience in plumbing, irrigation or related work; experience in the construction and maintenance or related labor, or semi-skilled work. Possession of a valid California driver's license, Class "C" or higher and the ability to obtain and maintain a Class "B" license. Able to obtain and maintain a Grade II Water Treatment and Distribution certifications.

Classified Employee Association

	1	2	3	4	5
Water Pump Operator 2					
Annual Salary	34,922	36,668	38,501	40,426	42,447
Monthly Salary	2,910	3,056	3,208	3,369	3,537
Bi-Weekly	1,343	1,410	1,481	1,555	1,633
Hourly Salary	16.79	17.63	18.51	19.44	20.41
Water Leadworker 7					
Annual Salary	41,435	43,507	45,682	47,966	50,364
Monthly Salary	3,453	3,626	3,807	3,997	4,197
Bi-Weekly	1,594	1,673	1,757	1,845	1,937
Hourly Salary	19.92	20.92	21.96	23.06	24.21
Water Foreman 8					
Annual Salary	43,514	45,690	47,974	50,373	52,892
Monthly Salary	3,626	3,807	3,998	4,198	4,408
Bi-Weekly	1,674	1,757	1,845	1,937	2,034
Hourly Salary	20.92	21.97	23.06	24.22	25.43

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Water Superintendent 25										
Annual Salary	53,443	54,779	56,149	57,552	58,991	60,466	61,978	63,527	65,115	66,743
Monthly Salary	4,454	4,565	4,679	4,796	4,916	5,039	5,165	5,294	5,426	5,562
Bi-Weekly	2,056	2,107	2,160	2,214	2,269	2,326	2,384	2,443	2,504	2,567
Hourly Salary	25.69	26.34	26.99	27.67	28.36	29.07	29.80	30.54	31.31	32.09
Deputy Director 27										
Annual Salary	69,482	71,219	73,000	74,825	76,696	78,613	80,578	82,593	84,658	86,774
Monthly Salary	5,790	5,935	6,083	6,235	6,391	6,551	6,715	6,883	7,055	7,231
Bi-Weekly	2,672	2,739	2,808	2,878	2,950	3,024	3,099	3,177	3,256	3,337
Hourly Salary	33.41	34.24	35.10	35.97	36.87	37.79	38.74	39.71	40.70	41.72

The following pages in the salary matrix are not a part of the classification plan per the Sierra Madre Municipal Code Section 2.52.030: Classified Service.

3

Executive Management Employees

	1	2	3	4	5	6	7	8	9	10
Library & Community Services Director 41										
Annual Salary	98,124	100,577	103,092	10,669	108,311	111,018	113,794	116,639	119,555	122,543
Monthly Salary	8,177	8,381	8,591	8,806	9,026	9,252	9,483	9,720	9,963	10,212
Bi-Weekly	3,774	3,868	3,965	4,064	4,166	4,270	4,377	4,486	4,598	4,713
Hourly Salary	47.18	48.35	49.56	50.80	52.07	53.37	54.71	56.08	57.48	58.92
Finance, Planning, and Public Works Directors 40										
Annual Salary	99,270	101,751	104,295	106,903	109,575	112,315	115,122	118,000	120,950	123,974
Monthly Salary	8,272	8,479	8,691	8,909	9,131	9,360	9,594	9,833	10,079	10,331
Bi-Weekly	3,818	3,914	4,011	4,112	4,214	4,320	4,428	4,538	4,652	4,768
Hourly Salary	47.73	48.92	50.14	51.40	52.68	54.00	55.35	56.73	58.15	59.60
Fire Chief and Police Captain 41										
Annual Salary	98,124	100,577	103,092	105,669	108,311	111,018	113,794	116,639	119,555	122,543
Monthly Salary	8,177	8,381	8,591	8,806	9,026	9,252	9,483	9,720	9,963	10,212
Bi-Weekly	3,774	3,868	3,965	4,064	4,166	4,270	4,377	4,486	4,598	4,713
Hourly Salary	47.18	48.35	49.56	50.80	52.07	53.37	54.71	56.08	57.48	58.92
Police Chief 43										
Annual Salary	106,186	108,841	111,562	114,351	117,210	120,140	123,143	126,222	129,377	132,612
Monthly Salary	8,849	9,070	9,297	9,529	9,767	10,012	10,262	10,518	10,781	11,051
Bi-Weekly	4,084	4,186	4,291	4,398	4,508	4,621	4,736	4,855	4,976	5,100
Hourly Salary	51.05	52.33	53.64	54.98	56.35	57.76	59.20	60.68	62.20	63.76

Executive Management Employees Continued

Public Safety Director / Police Chief	42	Annual Salary	114,248	117,104	120,032	123,033	126,109	129,261	132,493	135,805	139,200	142,680
		Monthly Salary	9,521	9,759	10,003	10,253	10,509	10,772	11,041	11,317	11,600	11,890
		Bi-Weekly	4,394	4,504	4,614	4,732	4,850	4,972	5,096	5,223	5,354	5,488
		Hourly Salary	54.93	56.3	57.71	59.15	60.63	62.14	63.70	65.29	66.92	68.60
Assistant City Manager												
	44	Annual Salary	115,415	118,300	121,258	124,289	127,397	130,582	133,846	137,192	140,622	144,138
		Monthly Salary	9,618	9,858	10,105	10,357	10,616	10,882	11,154	11,433	11,719	12,011
		Bi-Weekly	4,439	4,550	4,664	4,780	4,900	5,022	5,148	5,277	5,409	5,544
		Hourly Salary	55.49	56.88	58.30	59.75	61.25	62.78	64.35	65.96	67.61	69.30

City Manager	45	Annual Salary	160,817
		Monthly Salary	13,401
		Bi-Weekly	6,185
		Hourly Salary	77.32

Part-time Employees

	Range	1
Recreation Leader	73	10.12
Program Specialists	57	13.49
Film Monitor - Office	62	13.52
Film Monitor - Location	65	35.00
Fire Safety Officer - Filming	64	50.00
Facility Attendant	61	14.56
Library Page	51	10.10
Library Clerk	54	11.25
Library Technician I	58	14.62
Associate Librarian I	63	19.33
Police Cadet	57	13.49
Dispatcher	59	18.60
Records Clerk	59	18.60
Community Services Officer	83	20.72
Investigator	75	30.60
Patrol Officer	84	32.66
Lieutenant	70	42.25
Code Enforcement	83	20.72
Fire Captain	83	20.72
Paramedics	85	10.50
Engineer II	74	12.50

Part-Time Employees Continued

	Range	1
Strike Team Responder - Firefighter	67	17.68
Strike Team Responder - Engineer	68	23.16
Strike Team Responder - Captain	69	34.80
Strike Team Responder - Battalion Chief	70	48.22
Strike Team Responder - Deputy/Asst Chief	71	52.33
Strike Team Responder - Fire Chief	72	52.33
Water Pump Operator	81	16.47
Maintenance Worker	80	15.68
Administrative Intern	57	13.49
Administrative Clerk	76	15.38
Account Technician	82	19.08
Accountant	79	25.19
Analyst	79	25.19

EXHIBIT B

Classification Plan & Salary Matrix

City of Sierra Madre

July 1, 2017

Adopted by Resolution 16-72

Classification**Administrative****Duties and Responsibilities**

The fundamental reason this classification exists is to perform a variety of support duties for the corresponding department; prepares reports and correspondence, prepares City Council and selected City Commission or Committee agendas, maintain the general contract and correspondence files; maintains records management systems, provides customer services to a variety of customers, works on special projects as assigned.

Training, Experience and Qualifications

An Associates or Bachelor's degree in public administration, business administration, or a related field. General office experience involving public contact, typing, filing, answering telephones and computer use.

Classified Employee Association

	1	2	3	4	5
Administrative Clerk	1				
Annual Salary	34,024	35,725	37,512	39,387	41,357
Monthly Salary	2,835	2,977	3,126	3,282	3,446
Bi-Weekly	1,309	1,374	1,443	1,515	1,591
Hourly Salary	16.36	17.18	18.03	18.94	19.88
Administrative Aide	3				
Annual Salary	37,514	39,390	41,359	43,427	45,598
Monthly Salary	3,126	3,282	3,447	3,619	3,800
Bi-Weekly	1,443	1,515	1,591	1,670	1,754
Hourly Salary	18.04	18.94	19.88	20.88	21.92
Account Technician	6				
Annual Salary	41,408	43,478	45,652	47,935	50,331
Monthly Salary	3,451	3,623	3,804	3,995	4,194
Bi-Weekly	1,593	1,672	1,756	1,844	1,936
Hourly Salary	19.91	20.90	21.95	23.05	24.20

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Administrative Analyst 23										
Annual Salary	40,514	41,527	42,565	43,629	44,720	45,838	46,984	48,159	49,362	50,597
Monthly Salary	3,376	3,431	3,547	3,636	3,727	3,820	3,915	4,013	4,114	4,216
Bi-Weekly	1,558	1,597	1,637	1,678	1,720	1,763	1,807	1,852	1,899	1,946
Hourly Salary	19.48	19.96	20.46	20.98	21.50	22.04	22.59	23.15	23.73	24.33
Assistant to the City Manager 22										
Annual Salary	46,493	47,656	48,847	50,068	51,320	52,603	53,918	55,266	56,648	58,064
Monthly Salary	3,874	3,971	4,071	4,172	4,277	4,384	4,493	4,605	4,721	4,839
Bi-Weekly	1,788	1,833	1,879	1,926	1,974	2,023	2,074	2,126	2,179	2,233
Hourly Salary	22.35	22.91	23.48	24.07	24.67	25.29	25.92	26.57	27.23	27.92
Analyst (various) 24										
Annual Salary	54,664	56,031	57,432	58,867	60,339	61,848	63,394	64,979	66,603	68,268
Monthly Salary	4,555	4,669	4,786	4,906	5,028	5,154	5,283	5,415	5,550	5,689
Bi-Weekly	2,102	2,155	2,209	2,264	2,321	2,379	2,438	2,499	2,562	2,626
Hourly Salary	26.28	26.94	27.61	28.30	29.01	29.73	30.48	31.24	32.02	32.82

Classification**Code Enforcement****Duties and Responsibilities**

The fundamental reason this classification exists is to enforce a variety of occupancy, health, safety, public nuisance, zoning and land use regulations, and related codes and ordinances; inspects suspected violations and takes action as necessary.

Training, Experience and Qualifications

Graduation from high school or G.E.D. equivalent; possession of PC 832; three years of extensive, pertinent code enforcement experience involving considerable, sensitive public contact in a municipal setting.

Classified Employee Association

	1	2	3	4	5
Code Enforcement Officer 120					
Annual Salary	54,430	57,152	60,009	63,010	66,160
Monthly Salary	4,536	4,763	5,001	5,251	5,513
Bi-Weekly	2,093	2,198	2,308	2,423	2,545
Hourly Salary	26.17	27.48	28.85	30.29	31.81

Classification

Community Services

Duties and Responsibilities

The fundamental reason this classification exists is to coordinate and oversee community programs and services including but not limited to aquatics, arts, communications, grants, community projects, public relations, seniors, special events, transit, and youth programs.

Training, Experience and Qualifications

A bachelor's degree in recreation, leisure studies, or a degree related to the area of specialization, and recreation experience at the paraprofessional or professional level. Possession of a valid California driver's license Class "C" or higher.

Classified Employee Association

	1	2	3	4	5
Recreation Coordinator 1					
Annual Salary	34,024	35,725	37,512	39,387	41,357
Monthly Salary	2,835	2,977	3,126	3,282	3,446
Bi-Weekly	1,309	1,374	1,443	1,515	1,591
Hourly Salary	16.36	17.18	18.03	18.94	19.88

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Community Services Supervisor 21										
Annual Salary	56,749	58,168	59,622	61,113	62,641	64,207	65,812	67,457	69,144	70,872
Monthly Salary	4,729	4,847	4,969	5,093	5,220	5,351	5,484	5,621	5,762	5,906
Bi-Weekly	2,183	2,237	2,293	2,350	2,409	2,469	2,531	2,595	2,659	2,726
Hourly Salary	27.28	27.97	28.66	29.38	30.12	30.87	31.64	32.43	33.24	34.07

Classification

Finance

Duties and Responsibilities

The fundamental reason this classification exists is to administer the City's financial affairs including by not limited to accounting, billing, payroll, and purchasing.

Training, Experience and Qualifications

A bachelor's degree in public administration, business administration, or a related field; clerical/accounting experience, preferably in public sector environment. Working knowledge of personal computer applications and 10-key. Experience with governmental accounting software preferred.

Classified Employee Association

	1	2	3	4	5
Account Technician 6					
Annual Salary	41,408	43,478	45,652	47,935	50,331
Monthly Salary	3,451	3,623	3,804	3,995	4,194
Bi-Weekly	1,593	1,672	1,756	1,844	1,936
Hourly Salary	19.91	20.90	21.95	23.05	24.20
Accountant 15					
Annual Salary	52,856	55,498	58,273	61,187	64,246
Monthly Salary	4,405	4,625	4,856	5,099	5,354
Bi-Weekly	2,033	2,135	2,241	2,353	2,471
Hourly Salary	25.41	26.68	28.02	29.42	30.89

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Accounting Manager 26										
Annual Salary	67,921	69,619	71,359	73,143	74,972	76,846	78,767	80,736	82,755	84,824
Monthly Salary	5,660	5,802	5,947	6,095	6,248	6,404	6,564	6,728	6,896	7,069
Bi-Weekly	2,612	2,678	2,745	2,813	2,884	2,956	3,030	3,105	3,183	3,262
Hourly Salary	32.65	33.47	34.31	35.16	36.04	36.95	37.87	38.82	39.79	40.78

Classification**Fire****Duties and Responsibilities**

The fundamental reason this classification exists is to respond to fire and medical emergencies, maintain fire department records, correspondences, and equipment and to coordinate and oversee the emergency medical program and fire prevention activities.

Training, Experience and Qualifications

High school diploma or equivalent required; completion of an accredited fire academy; possession of a valid California driver's license Class "C" or higher, Emergency Medical Technician Certification License with the County of Los Angeles.

		Unrepresented / 2756 Hours									
		1	2	3	4	5	6	7	8	9	10
Fire Captain	201										
Annual Salary		76,321	78,229	80,185	82,189	84,244	86,350	88,509	90,721	92,990	95,314
Monthly Salary		6,360	6,519	6,682	6,849	7,020	7,196	7,376	7,560	7,749	7,943
Bi-Weekly		2,935	3,009	3,084	3,161	3,240	3,321	3,404	3,489	3,577	3,666
Hourly Salary		27.69	28.38	29.09	29.82	30.57	31.33	32.11	32.92	33.74	34.58

Classification

Human Resources

Duties and Responsibilities

The fundamental reason this classification exists is to administer the City's human resources functions including but not limited to recruiting, retention, classification, compensation, discipline, dismissal, as well as the City liability and workers' compensation programs.

Training, Experience and Qualifications

A bachelor's degree in public administration, business administration, or a related field; human resources experience, preferably in public sector environment.

Classified Employee Association

	1	2	3	4	5
Human Resources Technician 6					
Annual Salary	41,408	43,478	45,652	47,935	50,331
Monthly Salary	3,451	3,623	3,804	3,995	4,194
Bi-Weekly	1,593	1,672	1,756	1,844	1,936
Hourly Salary	19.91	20.90	21.95	23.5	24.20

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Human Resources Analyst 24										
Annual Salary	54,664	56,031	57,432	58,867	60,339	61,848	63,394	64,979	66,603	68,268
Monthly Salary	4,555	4,669	4,786	4,906	5,028	5,154	5,283	5,415	5,550	5,689
Bi-Weekly	2,102	2,155	2,209	2,264	2,321	2,379	2,438	2,499	2,562	2,626
Hourly Salary	26.28	26.94	27.61	28.30	29.01	29.73	30.48	31.24	32.02	32.82

Human Resources Manager XX

Annual Salary	67,921	69,619	71,359	73,143	74,972	76,846	78,767	80,736	82,755	84,824
Monthly Salary	5,660	5,802	5,947	6,095	6,248	6,404	6,564	6,728	6,896	7,069
Bi-Weekly	2,612	2,678	2,745	2,813	2,884	2,956	3,030	3,105	3,183	3,262
Hourly Salary	32.65	33.47	34.31	35.16	36.04	36.95	37.87	38.82	39.79	40.78

Classification **Library**

Duties and Responsibilities The fundamental reason this classification exists is to perform a full range of professional library work.

Training, Experience and Qualifications A Master's degree in Library Science from an American Library Association accredited school; or a degree related to the area of specialization, and public library experience at the paraprofessional or professional level.

Classified Employee Association

	1	2	3	4	5
Library Technician 1					
Annual Salary	34,024	35,725	37,512	39,387	41,357
Monthly Salary	2,835	2,999	3,126	3,282	3,446
Bi-Weekly	1,309	1,374	1,443	1,515	1,591
Hourly Salary	16.36	17.18	18.03	18.94	19.88
Librarian 9					
Annual Salary	51,217	53,778	56,467	59,290	62,255
Monthly Salary	4,268	4,481	4,706	4,941	5,188
Bi-Weekly	1,970	2,068	2,172	2,280	2,394
Hourly Salary	24.62	25.85	27.15	28.50	29.93

Confidential Exempt

	1	2	3	4	5	7	8	9	10
Library Services Manager 28									
Annual Salary	63,963	65,562	67,201	68,881	70,603	74,177	76,032	77,933	79,881
Monthly Salary	5,330	5,463	5,600	5,740	5,884	6,181	6,336	6,494	6,657
Bi-Weekly	2,460	2,522	2,585	2,649	2,716	2,853	2,924	2,997	3,072
Hourly Salary	30.75	31.52	32.31	33.12	33.94	35.66	36.55	37.47	38.40

Classification

Non-Sworn Public Safety

Duties and Responsibilities

The fundamental reason this classification exists is to receive, evaluate, and process all 9-1-1 calls for police, fire, and medical assistance; or, to operate base radio equipment to dispatch police units on police related incidents.

Training, Experience and Qualifications

High school diploma or equivalent required; experience as a dispatcher in the public sector preferred.

		Police Association				
		1	2	3	4	5
Dispatcher	110					
	Annual Salary	42,447	44,570	46,798	49,138	51,595
	Monthly Salary	3,537	3,714	3,900	4,095	4,300
	Bi-Weekly Salary	1,633	1,714	1,800	1,890	1,984
	Hourly Salary	20.41	21.43	22.50	23.62	24.81
Recruit	99	1				
	Annual Salary	50,776				
	Monthly Salary	4,231				
	Bi-Weekly Salary	1,953				
	Hourly Salary	24.41				

Classification

Planning

Duties and Responsibilities

The fundamental reason this classification exists is to administer specified planning activities including current planning, zoning and subdivision ordinances, advanced planning and the General Plan.

Training, Experience and Qualifications

A bachelor's Degree in Urban or City Planning or a related field. Professional planning experience, preferably in the public sector.

Classified Employee Association

	1	2	3	4	5
Assistant Planner 10					
Annual Salary	57,111	59,967	62,965	66,113	69,419
Monthly Salary	4,759	4,997	5,247	5,509	5,785
Bi-Weekly	2,197	2,306	2,422	2,543	2,670
Hourly Salary	27.46	28.83	30.27	31.79	33.37
Associate Planner 14					
Annual Salary	63,452	66,625	69,956	73,454	77,127
Monthly Salary	5,288	5,552	5,830	6,121	6,427
Bi-Weekly	2,440	2,562	2,691	2,825	2,966
Hourly Salary	30.51	32.03	33.63	35.31	37.08

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Senior Planner 26										
Annual Salary	67,921	69,619	71,359	73,143	74,972	76,846	78,767	80,736	82,755	84,824
Monthly Salary	5,660	5,802	5,947	6,095	6,248	6,404	6,564	6,728	6,896	7,069
Bi-Weekly	2,612	2,678	2,745	2,813	2,884	2,956	3,030	3,105	3,183	3,262
Hourly Salary	32.65	33.47	34.31	35.16	36.04	36.95	37.87	38.82	39.79	40.78

Classification

Police

Duties and Responsibilities

The fundamental reason this classification exists is to protect life and property, prevent and investigate crimes, arrest criminals, and to enforce laws and ordinances.

Training, Experience and Qualifications

Graduation from high school or G.E.D. equivalent; must have graduated from a P.O.S.T accredited Police Academy. Possession of a valid California driver's license Class "C" or higher.

		Police Association				
		1	2	3	4	5
Police Officer	130					
	Annual Salary	61,604	64,685	67,919	71,315	74,881
	Monthly Salary	5,134	5,390	5,660	5,943	6,240
	Bi-weekly Salary	2,369	2,488	2,612	2,743	2,880
	Hourly Salary	29.62	31.10	32.65	34.29	36.00
Corporal	131					
	Annual Salary	64,697	67,932	71,329	74,895	78,640
	Monthly Salary	5,391	5,661	5,944	6,241	6,553
	Bi-weekly Salary	2,488	2,613	2,743	2,881	3,025
	Hourly Salary	31.10	32.66	34.29	36.01	37.81
Sergeant	178					
	Annual Salary	76,810	80,651	84,683	88,917	93,363
	Monthly Salary	6,401	6,721	7,057	7,410	7,780
	Bi-weekly Salary	2,954	3,102	3,257	3,420	3,591
	Hourly Salary	36.93	38.77	40.71	42.75	44.89

Classification

Public Works

Duties and Responsibilities

The fundamental reason this classification exists is to perform the various street, vehicle, facility and open space maintenance tasks and services.

Training, Experience and Qualifications

High school diploma or equivalent; experience in the construction and maintenance or related labor, or semi-skilled work. Possession of a valid California driver's license, Class "C" or higher and the ability to obtain and maintain a Class "B" license.

Classified Employee Association

	1	2	3	4	5
Maintenance Worker 1					
Annual Salary	34,024	35,725	37,512	39,387	41,357
Monthly Salary	2,835	2,977	3,126	3,282	3,446
Bi-Weekly	1,309	1,374	1,443	1,515	1,591
Hourly Salary	16.36	17.18	18.03	18.94	19.88
Fleet Mechanic 3					
Annual Salary	37,514	39,390	41,359	43,427	45,598
Monthly Salary	3,126	3,282	3,447	3,619	3,800
Bi-Weekly	1,443	1,515	1,591	1,670	1,754
Hourly Salary	18.04	18.94	19.88	20.88	21.92
Leadworker 4					
Annual Salary	38,471	40,395	42,4415	44,535	46,762
Monthly Salary	3,206	3,366	3,535	3,711	3,897
Bi-Weekly	1,480	1,554	1,631	1,713	1,799
Hourly Salary	18.50	19.42	20.39	21.41	22.48

Classified Employee Association Continued

	1	2	3	4	5
Foreman					
Annual Salary	40,408	42,428	44,549	46,777	49,116
Monthly Salary	3,367	3,536	3,712	3,898	4,093
Bi-Weekly	1,554	1,632	1,713	1,799	1,889
Hourly Salary	19.43	20.40	21.42	22.49	23.61

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Deputy Director										
Annual Salary	71,091	72,868	74,690	76,557	78,471	80,433	82,444	84,505	86,618	88,783
Monthly Salary	5,924	6,072	6,224	6,380	6,539	6,703	6,870	7,042	7,218	7,399
Bi-Weekly	2,734	2,803	2,873	2,945	3,018	3,094	3,171	3,250	3,331	3,415
Hourly Salary	34.18	35.3	35.91	36.81	37.73	38.67	39.64	40.63	41.64	42.68

Classification

Water

Duties and Responsibilities

The fundamental reason this classification exists is to operate and maintain the City's water production and distribution system.

Training, Experience and Qualifications

High school diploma or equivalent; experience in plumbing, irrigation or related work; experience in the construction and maintenance or related labor, or semi-skilled work. Possession of a valid California driver's license, Class "C" or higher and the ability to obtain and maintain a Class "B" license. Able to obtain and maintain a Grade II Water Treatment and Distribution certifications.

Classified Employee Association

	1	2	3	4	5
Water Pump Operator 2					
Annual Salary	35,726	37,513	39,388	41,358	43,426
Monthly Salary	2,977	3,126	3,282	3,446	3,619
Bi-Weekly	1,374	1,443	1,515	1,591	1,670
Hourly Salary	17.18	18.03	18.94	19.88	20.88
Water Leadworker 7					
Annual Salary	42,387	44,506	46,731	49,068	51,521
Monthly Salary	3,532	3,709	3,894	4,089	4,293
Bi-Weekly	1,630	1,712	1,797	1,887	1,982
Hourly Salary	20.38	21.40	22.47	23.59	24.77
Water Foreman 8					
Annual Salary	44,514	46,740	49,077	51,531	54,108
Monthly Salary	3,710	3,895	4,090	4,294	4,509
Bi-Weekly	1,712	1,798	1,888	1,982	2,081
Hourly Salary	21.40	22.47	23.59	24.77	26.01

Confidential Exempt

	1	2	3	4	5	6	7	8	9	10
Water Superintendent 25										
Annual Salary	54,664	56,031	57,432	58,867	60,339	61,848	63,394	64,979	66,603	68,268
Monthly Salary	4,555	4,669	4,786	4,906	5,028	5,154	5,283	5,415	5,550	5,689
Bi-Weekly	2,102	2,155	2,209	2,264	2,231	2,379	2,438	2,499	2,562	2,626
Hourly Salary	26.28	26.94	27.61	28.30	29.01	29.73	30.48	31.24	32.02	32.82
Deputy Director 27										
Annual Salary	71,091	72,868	74,690	76,557	78,471	80,433	82,444	84,505	86,618	88,783
Monthly Salary	5,924	6,072	6,224	6,390	6,539	6,703	6,870	7,042	7,218	7,399
Bi-Weekly	2,734	2,803	2,873	2,945	3,018	3,094	3,171	3,250	3,331	3,415
Hourly Salary	34.18	35.03	35.91	36.81	37.73	38.67	39.64	40.63	41.64	42.68

The following pages in the salary matrix are not a part of the classification plan per the Sierra Madre Municipal Code Section 2.52.030: Classified Service.

Executive Management Employees

	1	2	3	4	5	6	7	8	9	10
Library & Community Services Director 41										
Annual Salary	100,391	102,901	105,474	108,111	110,813	113,584	116,423	119,334	122,317	125,375
Monthly Salary	8,366	8,575	8,789	9,009	9,234	9,465	9,702	9,944	10,193	10,448
Bi-Weekly	3,861	3,958	4,057	4,158	4,262	4,369	4,478	4,590	4,705	4,822
Hourly Salary	48.27	49.47	50.71	51.98	53.28	54.61	55.97	57.37	58.81	60.28
Finance, Planning, and Public Works Directors 40										
Annual Salary	101,562	104,101	106,703	109,371	112,105	114,908	117,781	120,725	123,743	126,837
Monthly Salary	8,463	8,675	8,892	9,114	9,342	9,576	9,815	10,060	10,312	10,570
Bi-Weekly	3,906	4,004	4,104	4,207	4,312	4,420	4,530	4,643	4,759	4,878
Hourly Salary	48.83	50.05	51.30	52.58	53.90	55.24	56.63	58.04	59.49	60.98
Fire Chief and Police Captain 41										
Annual Salary	100,391	102,901	105,474	108,111	110,813	113,584	116,423	119,334	122,317	125,375
Monthly Salary	8,366	8,575	8,789	9,009	9,234	9,465	9,702	9,994	10,193	10,448
Bi-Weekly	3,861	3,958	4,057	4,158	4,262	4,369	4,478	4,590	4,705	4,822
Hourly Salary	48.27	49.47	50.71	51.98	53.28	54.61	55.97	57.37	58.81	60.28
Police Chief 43										
Annual Salary	108,626	111,342	114,125	116,979	119,903	122,901	125,973	129,122	132,351	135,659
Monthly Salary	9,052	9,278	9,510	9,748	9,992	10,242	10,498	10,760	11,029	11,305
Bi-Weekly	4,178	4,282	4,389	4,499	4,612	4,727	4,845	4,966	5,090	5,218
Hourly Salary	52.22	53.53	54.87	56.24	57.65	59.09	60.56	62.08	63.63	65.22

Part-time Employees

	Range	1
Recreation Leader	73	10.50
Program Specialists	57	13.49
Film Monitor - Office	62	13.52
Film Monitor - Location	65	35.00
Fire Safety Officer - Filming	64	50.00
Facility Attendant	61	14.56
Library Page	51	10.50
Library Clerk	54	11.25
Library Technician I	58	14.62
Associate Librarian I	63	19.33
Police Cadet	57	13.49
Dispatcher	59	18.60
Records Clerk	59	18.60
Community Services Officer	83	20.72
Investigator	75	30.60
Patrol Officer	84	32.66
Lieutenant	70	42.25
Code Enforcement	83	20.72
Fire Captain	83	20.72
Paramedics	85	12.50
Engineer II	74	12.50

Part-Time Employees Continued

	Range	1
Strike Team Responder - Firefighter	67	17.68
Strike Team Responder - Engineer	68	23.16
Strike Team Responder - Captain	69	34.80
Strike Team Responder - Battalion Chief	70	48.22
Strike Team Responder - Deputy/Asst Chief	71	52.33
Strike Team Responder - Fire Chief	72	52.33
Water Pump Operator	81	16.47
Maintenance Worker	80	15.68
Administrative Intern	57	13.49
Administrative Clerk	76	15.38
Account Technician	82	19.08
Accountant	79	25.19
Analyst	79	25.19



City of Sierra Madre Agenda Report

Gene Goss, Mayor
Rachelle Arizmendi, Mayor Pro Tem
John Capoccia, Council Member
Denise Delmar, Council Member
John Harabedian, Council Member

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Elaine Aguilar, City Manager 

INITIATED BY: Miguel Hernandez, Human Resources Analyst 

DATE: November 22, 2016

SUBJECT: **Consideration of Employment Agreement and a Resolution for an Exception to the 180-day wait period for Post-Retirement Employment for the Position of Interim City Manager**

SUMMARY

City Manager Elaine Aguilar is retiring on December 10, 2016. At this time, the City has not yet identified a new City Manager to fill the vacancy that will occur when City Manager Aguilar retires. The City Council has engaged the services of Peckham & McKenney to assist the Council with the recruitment of a City Manager. It is expected that the recruitment process will not be completed until February 2017. Therefore, the City will require the services of an interim city manager until a permanent city manager is appointed. In order to continue oversight of the operations of the City, it is necessary to contract with current City Manager Elaine Aguilar, who is retiring on December 10, 2016. Staff requests that the City Council approve an employment agreement for the Interim City Manager and approve Resolution 16-69 to be submitted to CalPERS for exception to the 180-day wait period for post-retirement employment for the position of Interim City Manager.

ANALYSIS

The Public Employees' Pension Reform Act (PEPRA) of 2013 requires newly retired persons to "sit out" for at least 180 days before returning to work for an employer in the same retirement system from which they receive a retirement allowance. An exemption to this rule is permitted by Government Code Sections 7522.56(f)(1) and 21224, if approved by the governing body in a public meeting on the regular agenda. Within 180 days of retiring, pursuant to Government Code Section 21224, the City Council may authorize a newly retired person with specialized skills to perform work of limited duration. This position will be limited to a total of 960 hours in a fiscal year. The interim city manager will act as the city manager while the City Council completes the process to hire a permanent city manager. The term of the agreement is for a period ending upon the hiring of a City Manager and is estimated to conclude sometime in February 2017.

FINANCIAL REVIEW

There will be savings to the City, as the contract calls for the Interim City Manager to be paid an hourly wage equivalent to the base salary with no benefits. The hourly rate is \$75.80.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of the report are available via the City's website at www.cityofsierramadre.com, at the City Hall public counter, and the Sierra Madre Public Library.

ALTERNATIVES

1. The City Council can approve the employment agreement for hiring Elaine Aguilar as Interim City Manager. Furthermore, the City Council can approve Resolution 16-69.
2. The City Council may choose not to approve the Interim City Manager employment agreement and provide staff alternative direction.
3. The City Council can provide alternate direction to staff on these items.

STAFF RECOMMENDATION

Staff recommends the City Council approve Resolution 16-69 appointing CalPERS retired annuitant Elaine Aguilar to Interim City Manager and approving the employment agreement with PERS annuitant for Interim City Manager.

Attachments:

1. Resolution 16-69 Appointing PERS Annuitant as Interim City Manager during recruitment.
2. Employment Agreement with PERS Annuitant for Interim City Manager Services

RESOLUTION 16-69

**RESOLUTION OF THE CITY OF THE CITY COUNCIL
OF THE CITY OF SIERRA MADRE REQUESTING
APPROVAL OF PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS)
FOR HIRING OF ANNUITANT FOR TEMPORARY APPOINTMENT
TO CRITICAL POSITIOIN OF INTERIM CITY MANAGER
PURSUANT TO GOVERNMENT CODE SECTIONS 21221(h) AND 7522.56(f)(1)**

WHEREAS, the position of City Manager is a critical position to the City of Sierra Madre (City) as the City is a Council/manager type of government and the City Manager is the head of all operations within the City. With the December 10, 2016 retirement of City Manager, Elaine Aguilar, the City must provide continuing City Manager services to provide direction for all municipal operations during the transition period for recruitment and appointment and training/mentoring of a new full time City Manager; and

WHEREAS, recruitment and training/mentoring of a new employee to fulfill the City Manager position, requiring specialize skills and services critical to the organization, is anticipated to take three to six months; and

WHEREAS, the City's soon-to-be-retired City Manager, Elaine Aguilar, possesses the specialized skills and institutional knowledge required to serve as the Interim City Manager during the recruitment process and provide short-term training and mentoring, as necessary, to ensure transition and continuity of critical services through a newly recruited and appointed full time City Manager; and

WHEREAS, Elaine Aguilar, will be a Public Employees Retirement System (PERS) annuitant, retiring from the City of Sierra Madre service on December 10, 2016 with no retirement incentive and is willing to accept temporary employment with the City of Sierra Madre, within the parameters of Government Code Section 21221(h), as reflected in the attached Exhibit A Employment Agreement; and

WHEREAS, Government Code Section 7522.56(f)(1) provides an exception from the 180-day "wait" period following the date of retirement for hiring a PERS annuitant to perform critically needed services; and

WHEREAS, the position of City Manager is a critically needed position within the meaning of Government Code Section 7522.56(f)(1) which can be most expediently filled on a temporary basis with the PERS annuitant who possesses these specialized skills, as well as familiarity with the all City departments (as head of operations) and the community, and is available to provide such critical and specialized services for a limited duration while the City recruits for and trains her replacement; and

WHEREAS, the City seeks approval from PERS that the hiring of Elaine Aguilar to perform specialized services as Interim City Manager, including training and mentoring of a newly appointed City Manager through a recruitment process, for a limited duration, not to exceed 960 hours within a fiscal year and for an hourly rate

consistent with the parameters of Government Code Section 21221(h) shall not trigger reinstatement for this PERS annuitant.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Sierra Madre that:

1. Pursuant to Government Code Section 7522.56(f)(1), the City Council certifies that the position of City Manager is a critically needed position and that the City cannot wait 180 days to fill the position on a temporary basis; and

2. Subject to approval by PERS, Elaine Aguilar is appointed as Interim City Manager, pursuant to the terms of the Employment Agreement attached as Exhibit A; and

3. The City Council requests that PERS approve temporary employment of PERS annuitant (effective December 10, 2016) Elaine Aguilar to serve as Interim City Manager during the period of recruitment for appointment of a full time City Manager and perform specialized training and mentoring of a newly appointed City Manager for a limited duration, which shall not exceed 960 hours per fiscal year as necessary until appointment and training/mentoring of a new full time City Manager is completed, as set forth in the Employment Agreement attached as Exhibit A.

The City Clerk shall certify to the passage and adopt of this Resolution and enter it in the book of original Resolutions.

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of Sierra Madre, California, at a regular meeting held on the 22nd day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gene Goss. Mayor

ATTEST:

Melinda Carillo, City Clerk
(seal)

**CITY OF SIERRA MADRE
EMPLOYMENT AGREEMENT
WITH ELAINE AGUILAR
TO PERFORM SPECIALIZED AND
TEMPORARY SERVICES
AS INTERIM CITY MANAGER**

This agreement is entered into December 10, 2016 by and between the CITY OF SIERRA MADRE, a municipal corporation, hereafter referred to the "City" and Elaine Aguilar, hereafter referred to as "Employee".

WHEREAS, with the retirement of City Manager, Elaine Aguilar, effective December 10, 2016, the City is in immediate need of temporary Interim City Manager services during the transition period for recruitment of a new City Manager and any required mentoring and training of such newly appointed City Manager; and

WHEREAS, Elaine Aguilar was previously employed by the City of Sierra Madre as its City Manager before her retirement on December 10, 2016, and possesses the requisite specialized skills and institutional knowledge needed by the City and is available to provide services as Interim City Manager during the transition period to a permanent appointment of a full time City employee as City Manager; Elaine Aguilar's services may include a short period of mentoring and training of the City's anticipated appointment of a new full time City Manager through a recruitment process which has already been initiated; and

WHEREAS, Elaine Aguilar as a Public Employees Retirement System ("PERS") annuitant, is limited in her ability to accept public employment pursuant to Government Code Sections 21221(h) and may not work more than 960 hours within a fiscal year; and

WHEREAS, Government Code Section 7522.56(f)(1) provides an exception from the 180-day "wait" period following the date of retirement for hiring an annuitant to perform critically needed position, such as City Manager, which position is the head of all operations in the City implementing City Council policy, regulations and the municipal code; and

WHEREAS, the City Council has also certified in a separate Resolution, pursuant to Government Code Section 7522.56(f)(1), that the City Manager position is a critically needed position which must be filled immediately, while the City actively recruits for replacement; and

WHEREAS, Elaine Aguilar is able to provide temporary services to the City of Sierra Madre under the terms of this Agreement and within the constraints of Government Code Section 21221(h) as a PERS annuitant and City desires to hire Elaine Aguilar on these terms to provide specialized services of a limited duration.

NOW THEREFORE, in consideration of the above stated desires and the mutual covenants, terms and conditions, herein contained, the parties hereto mutually and freely agree as follows:

SECTION 1 – EMPLOYMENT CONDITIONS AND DUTIES

a. Employee is appointed by and shall serve at the pleasure of the City Council as Interim City Manager. Employee has performed her due diligence to confirm with PERS that she may accept this temporary appointment as a PERS annuitant.

b. The Employee shall be responsible for performing duties of the position of City Manager, as set forth in Sierra Madre Municipal Code Section 2.08.070, as well as providing mentoring and training to an anticipated permanent full time equivalent employee to the position of City Manager.

SECTION 2 – EMPLOYMENT TERM

a. The City agrees to employ Employee and Employee agrees to be employed and remain in the employment of the City for a term beginning December 10, 2016 and ending not later than December 1, 2017 or 960 hours, whichever comes first. This is an at-will position and Employee has no property interest in her position.

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the City to terminate the services of the Employee at any time during such employment terms or any renewal thereof subject to the provisions as set forth in this agreement.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right to resign at any time from this position with the City, subject to the provisions as set forth in this agreement.

SECTION 3 – EMPLOYEE RESIGNATION

In the event the Employee terminates this Employment Agreement by voluntary resignation, in writing, before expiration of the employment terms or any renewal(s) thereof Employee shall not be entitled to any severance pay but shall be entitled to payment in full for consideration during pay period. In the event that the Employee voluntarily resigns this position before normal expiration date of the employment terms or any renewal she shall give the City at least 10 (10) days advanced written notice unless the parties agree otherwise. The Employee, should she resign, shall be paid for any earned salary to which she is entitled as of the final day on City payroll.

SECTION 4 – EMPLOYMENT TERMINATION

Employee serves in an at-will capacity as Interim City Manager. The City Council, by majority action, may terminate or remove the Employee with or without cause.

SECTION 5 – WORK HOURS

The City Manager and Employee shall coordinate the work schedule based upon needs of the City.

SECTION 6 – SALARY

The City shall pay the Employee for all services rendered and worked pursuant to this agreement at \$75.80 per hour, which represents the annual salary of the City Manager classification divided by 173.333, as required by Government Code Section 21224(a). Employee's salary will be paid on a bi-weekly basis in conformance with the City's established pay periods and pay days; it is expected and anticipated that Employee will work a minimum of 40 hours a week, and that her weekly compensation, as an FLSA exempt employee, will be \$3,032. The Employee shall not receive benefits, incentives or compensation in lieu of benefits, sick leave, holiday, vacation pay or any other form of compensation in addition to the hourly rate during his employment under this employment agreement.

SECTION 7 – INDEMNIFICATION

If the employee is named as a party in litigation relating to Employee's actions or inactions as a City employee, the City shall defend Employee and pay any judgment which may be entered against Employee, consistent with the terms of applicable law including Government Code 810 et seq

SECTION 8 – ENTIRE AGREEMENT AND AMENDMENTS

a. This agreement supersedes any and all other agreements between the parties hereto with respect to the employment of the Employee by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducement, promise, or agreements have been made by any party or anyone acting on behalf of any party orally or otherwise which are not embodied herein.

b. No other agreement, statement or promise not contained in this Agreement shall be valid or binding or shall be used in interpreting the meaning of this Agreement.

c. Amendments, modifications or changes may be made to this Agreement and shall become effective on the date contained therein when executed in writing and mutually signed by both parties to this Agreement.

d. This Agreement and any amendments, modifications or changes thereto shall be binding upon the City during its term.

e. This Agreement and any amendments, modifications or changes thereto shall be binding upon the Employee and inure to the benefit of the heirs at law and executors of the Employee.

SECTION 9 – SEVERABILITY

If any provision or any portion hereof is held to be unconstitutional invalid or unenforceable, the remainder to this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

“EMPLOYEE”

“CITY”

Elaine Aguilar

Gene Goss, Mayor

ATTEST:

Melinda Carillo, City Clerk
(seal)