

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

Tuesday, December 11, 2018

6:30 pm

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

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

*Sue Spears, 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 Delmar, Mayor Pro Tem Harabedian, Council Member Arizmendi, Council Member Capoccia, and Council Member Goss

**PLEDGE OF ALLEGIANCE AND
INVOCATION/INSPIRATION**

Mayor Pro Tem John Harabedian

APPROVAL OF AGENDA

Vote of the Council to proceed with City business.

APPROVAL OF MEETING MINUTES

Approval of City Council minutes from the meeting on November 27, 2018.

MAYOR AND CITY COUNCIL REPORTS

Council Member activities relating to City business.

PRESENTATION

Presentation of the Sierra Madre Rose Princesses

PUBLIC COMMENT

Regarding items not on the Agenda.

ACTION ITEMS

1. CONSENT

- a) **ADOPTION OF RESOLUTION 18-64 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS**

Recommendation that the City Council approve Resolution 18-64 for approval of payment of City warrants in aggregate amount of \$170,724.39; Library warrants in the aggregate amount of \$1,123.10, and payroll transfer in the aggregate amount of \$292,082.82 for the fiscal year ending June 2019.

PUBLIC HEARING

2. **CONSIDERATION OF MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 500 MARIPOSA AVENUE**

It is recommended that the City Council conduct a Public Hearing on the approval of the application for a Mills Act contract for the property at 500 Mariposa Avenue.

DISCUSSION

3. **CONSIDERATION OF URGENCY ORDINANCE 1406-U AMENDING TITLE 10, CHAPTER 10.24 (“STOPPING, STANDING, AND PARKING”) BY AMENDING SECTION 10.24.100 (“UNLAWFUL PARKING BY PEDDLERS AND VENDORS”), AMENDING TITLE 12, CHAPTER 12.12 (“OBSTRUCTION OF STREETS, SIDEWALKS, AND PUBLIC PLACES”) BY AMENDING THE TITLE OF SECTION 12.12.050 (“OUTDOOR DINNING”) TO READ “OUTDOOR DINING ATTACHED TO A FIXED PLACE OF BUSINESS,” AND ADDING SECTION 12.12.055 (SIDEWALK VENDORS) OF THE SIERRA MADRE MUNICIPAL CODE TO COMPLY WITH STATE REQUIREMENTS FOR THE REGULATION OF SIDEWALK VENDORS AND DECLARING THE URGENCY THEROF IN ACCORDANCE WITH GOVERNMENT CODES SECTIONS 36934 AND 36937(B)**

Recommendation that the City Council direct the City Attorney to introduce and read, by title only, and waive further reading, Urgency Ordinance 1406-U amending Title 10, Section 10.24.100 – “Unlawful parking by peddlers and vendors” by removing the prohibition of sidewalk vending from the code section; amending the title of Section 12.12.050 (“Outdoor dining”) to read “Outdoor dining attached to a fixed place of business;” and adding a new Section 12.12.055 “Sidewalk vendors and peddlers” of the Sierra Madre Municipal Code to comply with State requirements for the regulation of sidewalk vendors and declaring the urgency thereof in accordance with Government Code Sections 36934 and 36937(b), and requiring a four-fifths (4/5) City Council vote.

4. **CONSIDERATION OF URGENCY ORDINANCE 1407-U ESTABLISHING AN INTERIM MORATORIUM PURSUANT TO GOVERNMENT CODE SECTION 65858 ON THE PROHIBITION OF SHARED MOBILITY DEVICES**

Recommendation that the City Council direct the City Attorney to introduce and read, by title only, and waive further reading, Urgency Ordinance 1407-U establishing an interim moratorium pursuant to Government Code Section 65858 on the prohibition of shared mobility devices from being placed, abandoned, or offered for use in the public right-of-way or on public property, declaring the urgency thereof.

5. **CONSIDERTION OF EMPLOYMENT AGREEMENT AMENDMENT FOR CITY MANAGER, GABRIEL ENGELAND ADJUSTING ANNUAL SALARY TO \$200,000**

Recommendation that the City Council approve the First Amendment to the Employment Agreement for Gabriel Engeland to increase his annual salary to \$200,000.

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.

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 Public Hearing at this same place on Tuesday, January 8, 2019.



CITY OF SIERRA MADRE
CITY COUNCIL REGULAR MEETING MINUTES

SIERRA MADRE CITY COUNCIL
SUCCESSOR AGENCY AND
PUBLIC FINANCE AUTHORITY

Tuesday, November 13, 2018 - 6:30 pm

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

CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

Mayor Denise Delmar called the meeting to order at 6:30 p.m. Assistant City Clerk Laura Aguilar called the roll.

Present: Mayor Denise Delmar, Council Members Rachelle Arizmendi, John Capoccia, and Gene Goss

Absent: Mayor Pro Tem John Harabedian

Also Present: Gabe Engeland, City Manager
Teresa Highsmith, City Attorney
Laura Aguilar, Assistant City Clerk
James Carlson, Management Analyst
Vincent Gonzalez, Planning & Community Preservation Director
Miguel Hernandez, Human Resources Manager
Joe Ortiz, Police Chief
Jose Reynoso, Utility Services Director

PLEDGE OF ALLEGIANCE AND INVOCATION/INSPIRATION:

Mayor Delmar led the Pledge of Allegiance and remarked

APPROVAL OF AGENDA AS PRESENTED:

Mayor Delmar asked for a motion to approve the agenda as presented.

Council Member John Capoccia moved to approve the agenda as presented.

Council Member Rachelle Arizmendi seconded the motion to approve the agenda as presented.

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

Noes: None.

Absent: Mayor Pro Tem John Harabedian

The motion to approve the agenda as presented was passed unanimously.

APPROVAL OF MINUTES:

Mayor Delmar asked for the approval of the Special meeting minutes from the joint study session with the Planning Commission on October 23, 2018 and the Minutes of the Regular Council meeting of November 13, 2018.

Council Member Rachelle Arizmendi moved to approve the Minutes of the Regular Council Meeting of October 23, 2018 as presented.

Council Member Gene Goss seconded the motion to approve.

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

Noes: None.

Absent: Mayor Pro Tem John Harabedian

The motion to approve the Minutes of the Regular Council Meeting of October 23, 2018 as presented was passed unanimously 4-0.

REPORT ON THE CLOSED SESSION SPECIAL MEETING

City Attorney Highsmith reported that the City Council met in Closed Session and provided staff with direction, but no action was taken

MAYOR AND CITY COUNCIL REPORTS:

Council Member Gene Goss had nothing to report.

Council Member Rachelle Arizmendi reported that she attended the 44th annual Community Prayer Breakfast at the Sierra Madre Woman’s Club. She also reported that she has received comments about the crosswalks sometimes working, sometimes not working. It’s a new way of operating in our City. There are walk-throughs scheduled to ensure that they are working well and regularly the way they are supposed to.

Mayor Denise Delmar announced that the Honor’s Dinner is on December 6th. Council Member Rachelle Arizmendi did not make a report.

Council Member John Capoccia had nothing to report.

PUBLIC COMMENT ON NON-AGENDA ITEMS:

Mayor Delmar opened the meeting for Public Comment on items not on the agenda.

Ann Chesterman, 671 Brookside Lane – Thank you to Council Member John Capoccia for 7 years’ service on the City Council. Ms. Chesterman submitted copies of an article from Sierra Madre News,

dated June 6, 1949 regarding *Pioneer Days* as well as a Historic Resources Survey and Inventory of Addresses Survey Update from the City of South Pasadena. Ms. Chesterman asked that the Council consider a Cultural Historic Commission

Carol Canterbury, 46 Victoria Lane – Thank you for City staff’s help with the Winter Fest over the weekend. March 17 is the date for the next Wistaria Festival.

Rich Proctor – Library Board Trustee announced the next One Book, One City book is *Catch 22*. Trustee Proctor brought copies of the book for each Council Member as a gift.

Evette Kim – District Representative for Senator Anthony Portantino introduced herself and said she is happy to represent Senator Portantino in Sierra Madre along with Vickere Murphy and Darla Dyson.

Mayor Delmar asked if anyone else would like to come forward to speak on items not on the agenda. Seeing no one come forward, Mayor Delmar closed Public Comment.

AGENDA ACTION ITEMS:

1. CONSENT CALENDAR:

Assistant City Clerk Aguilar gave the following reports under the Consent Calendar:

- 1. ADOPTION OF RESOLUTION 18-60 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS**
Recommendation that the City Council read by title only and approve Resolution 18-60 for approval of payment of City warrants in aggregate amount of \$736,239.88; Library warrants in the aggregate amount of \$2,998.83, and payroll transfer in the aggregate amount of \$333,159.77 for the fiscal year ending June 2019.
- 2. CONSIDERATION OF RESOLUTION 18-61CASTING A VOTE FOR ROSEMEAD MAYOR PRO-TEM MARGARET CLARK TO REPRESENT CITIES WITHOUT PRESCRIPTIVE WATER PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY**
Recommendation that the City Council read by title only, waive further reading, and approve Resolution 18-61casting its vote for Rosemead Mayor Pro Tem Margaret Clark to represent cities without prescriptive rights on the Board of the San Gabriel Basin Water Quality Authority.
- 3. CONSIDERATION OF APPROVAL OF CHANGE ORDER No. 1 TO THE CONSTRUCTION CONTRACT FOR THE FISCAL YEAR 2018-2019 WATER MAIN REPLACEMENT PROJECT IN AN AMOUNT OF \$122,520.00**
Recommendation that the City Council approve Change Order Number 1 to the construction contract to T.A. Rivard, Inc. in the amount of \$122,520.00 for the inclusion of 860 feet of 8-inch water main in Mountain Trail Avenue from Sierra Madre Boulevard to Lowell Avenue in the Fiscal Year 2018-2019 Water Main Replacement Project.

Mayor Delmar asked if any Member of the Council had questions on items on the Consent Calendar. Council Members did not ask any questions.

Mayor Delmar opened for Public Comment on the Consent Calendar. Seeing no one, Mayor Delmar closed Public Comment and brought the matter back to the Council for discussion. No additional discussion occurred.

Council Member John Capoccia made a motion to approve Consent Items 1a, 1b, and 1c as presented.

Council Member Rachelle Arizmendi seconded the motion for approval.

Ayes: Mayor Denise Delmar, Council Members Rachelle Arizmendi, John Capoccia, and Gene Goss
Noes: None
Absent: Mayor Pro Tem John Harabedian
Abstain: None

The motion to approve Consent Calendar Items 1a, 1b, and 1c as presented was passed unanimously, 4-0.

2. CONSIDERATION OF AGREEMENT WITH NBS TO CONDUCT A STUDY OF THE DOWNTOWN BUSINESS ASSESSMENT DISTRICT

Recommendation that the City Council enter into an agreement with NBS for \$65,000 for a study of the Downtown Business District to consider establishing a new Downtown Business Assessment District.

City Manager Engeland gave this report.

Mayor Delmar opened the matter for Public Comment. Seeing no one, Mayor Delmar closed Public Comment and brought the matter back to the Council for discussion.

Council Member Rachelle Arizmendi made a motion to approve as presented.

Council Member Gene Goss seconded the motion for approval.

Ayes: Mayor Denise Delmar, Council Members Rachelle Arizmendi, John Capoccia, and Gene Goss
Noes: None
Absent: Mayor Pro Tem John Harabedian
Abstain: None

The motion to approve an agreement with NBS for \$65,000 for a study of the Downtown Business District to consider establishing a new Downtown Business Assessment District. was passed unanimously, 4-0.

3. CONSIDERATION OF REQUEST FOR CITIZEN CODE ENFORCEMENT

Recommendation that the City Council provide staff with direction.

Mayor Denise Delmar and Council Member Rachelle Arizmendi were contacted by constituents regarding citizen-led code enforcement. Council Member Rachelle Arizmendi gave the report. Mayor

Delmar asked Ann Chesterman to come forward and discuss her request for citizen-led code enforcement.

Ms. Chesterman said that she was not aware the City had a Code Enforcement Officer. The previous Code Enforcement Officer was very visible and she was very aware of her. She said the citizens need to know what is going on. Council Member asked what she meant by “who” and Ms. Chesterman responded “preservation members, Judy Gold.” We feel we need to be more educated about what is going on in the City. Mayor Delmar asked what the goal of the group would be. Ms. Chesterman responded “more awareness of what is going on, of what the codes are and how the ordinances are being protected.

Council Member Arizmendi commented that it seems that this is more about education and perhaps workshops.

Mrs. Judy Gold came forward and commented that at the previous Planning Commission meeting they learned that the Mills Act was not being enforced. The volunteer organization could manage this and water violations. A guy that is not here on Saturday or Sundays can’t possibly know what’s going on with yard sales. This group would help the City. Volunteers could drive by homes to make sure approved work is being done.

Council Member Capoccia commented that enforcement of the Maddy Act is not a Code Enforcement matter but rather a policy matter. The Council has been aware that the Maddy Act was not being enforced because there were other priorities that staff have been focusing on.

Mayor Delmar asked the City Manager to share his experience with citizen-led code enforcement. City Manager Engeland shared that the groups he has worked with dealt mostly with non-regulatory issues, quality of life issues such as tall grass, broken fences, broken windows. The group would place their reports in a drop box and City staff would look into the matters.

City Manager Engeland said that the City responds to all requests within 24 hours, except for weekend because there is no Code Enforcement Officer on duty. The City does not provide proactive code enforcement, that is intentional. The City provides reactive code enforcement.

Mayor Delmar asked City staff to meet with the Preservation Group on December 10th and report back to the Council.

Mayor Delmar opened the matter for public comment.

Seeing no one come forward, Mayor Delmar closed public comment and brought the matter back to the Council for discussion.

NEW ITEMS PLACED FOR FUTURE AGENDA:

No items were requested.

ADJOURNMENT:

Mayor Delmar asked for a motion to adjourn.

Council Member Rachelle Arizmendi made a motion to adjourn the meeting.

The motion to adjourn was seconded by Council Member Gene Goss.

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

Noes: None

Absent: Mayor Pro Tem John Harabedian

Abstain: None

The motion to adjourn was passed unanimously.

THIS SIERRA MADRE CITY COUNCIL REGULAR MEETING WAS ADJOURNED at 7:29 p.m. to a Regular Meeting to be held on Tuesday, December 11, 2018, in the Sierra Madre City Hall Council Chambers.

Denise Delmar, Mayor

Minutes taken and prepared by:

Laura Aguilar, Assistant City Clerk

RESOLUTION NUMBER 18-64

**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 \$170,724.39; Sierra Madre Library Warrants in the aggregate amount of \$1,123.10 and Payroll Transfer in the aggregate amount of \$292,082.82 for the fiscal year ending June 30, 2019.

APPROVED AND ADOPTED this 11th day of December, 2018.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 18-64 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 11th day of December, 2018.

AYES:

NOES:

ABSTAIN:

**City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of December 11, 2018**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants	\$170,724.39
Sierra Madre Library Warrants	\$1,123.10
Payroll #24 Transfer.....	\$292,082.82

Warrant Register 12/11/18**Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY 1819	Manual Warrants	5,487.50	1-2
FY 1819	General Warrants - Utility Bills	5,076.75	3-4
FY 1819	General Warrants	160,160.14	5-8
	Total	170,724.39	

Fiscal Year	Description	Amount	
FY 1819	Library Warrants	1,123.10	9
	Total	1,123.10	

Date: 11/29/	Payroll #24 Electronic Tansfers From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.	292,082.82	
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City of Sierra Madre, CA

Check Approval Register

Page 1

Packet: APPKT04333 - MVCH112718
Vendor Set: 01 - Vendor Set 01

Check Date: 11/27/2018

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 60002 - INT SVC FND - ADMINISTRATION							
<u>VEN02260</u> MV CHENG & ASSOCIATES INC							
APBWEST	Check			<u>INV023607-103118</u>	INTERIM FINANCE MANAGER SERVICES	60002.30000.52100	2,887.50
Fund 60002 Total:							2,887.50
Report Total:							2,887.50

12/4/2018

PD Cash Release

Date:	Case #	Bank Account	Amount
11/8/2018	180608	Police Department Acct	\$2,600.00
Total			<u>\$2,600.00</u>



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Packet: APPKT04342 - UB 113018
Vendor Set: 01 - Vendor Set 01

Check Date: 12/04/2018

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND							
<u>VEN02792</u>	FRONTIER CALIFORNIA INC						
APBWEST	Check			<u>20915157430511995</u>	LA CNTY SHRFF 11/28-12/27/18	10000.50000.55005	240.70
				<u>31000157630511995</u>	LA CNTY SHRFF PH CHGS 11/28-12/27/18	10000.50000.55005	139.32
<u>1439</u>	TIME WARNER CABLE						
APBWEST	Check			<u>0179789111718-1117</u>	LA CNTY ISD WAN 11/27-12/26/18	10000.50000.52200	287.62
				<u>8448300220027467-1</u>	FD CABLE SVCS 12/1-12/31/18	10000.61000.52200	60.35
						Fund 10000 Total:	727.99
Fund: 60003 - INT SVC FND - TECHNOLOGY							
<u>VEN02792</u>	FRONTIER CALIFORNIA INC						
APBWEST	Check			<u>31016998450619065</u>	PH CHGS 11/16-12/15/18	60003.30000.55005	89.98
<u>VEN03086</u>	GC PIVOTAL LLC						
APBWEST	Check			<u>INV1477235</u>	DSL MON CHGS 1/1-1/31/19	60003.30000.52200	1,557.52
						Fund 60003 Total:	1,647.50
						Report Total:	2,375.49



Check Approval Register

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Packet: APPKT04330 - UB112018
Vendor Set: 01 - Vendor Set 01

Check Date: 11/27/2018

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND					
<u>0129</u>	AT&T				
APBWEST	Check	<u>8182910241661-110</u>	TELEPHONE 11/4-12/3/18	10000.50000.55005	219.12
<u>VEN02792</u>	FRONTIER CALIFORNIA INC				
APBWEST	Check	<u>62635502640124985</u>	PH CHGS 11/4-12/3/18	10000.50000.55005	202.86
<u>1439</u>	TIME WARNER CABLE				
APBWEST	Check	<u>8448300220192683-1</u>	LIBRARY INTERNET 11/25-12/24/18	10000.90000.52200	199.98
Fund 10000 Total:					621.96
Fund: 60003 - INT SVC FND - TECHNOLOGY					
<u>VEN02792</u>	FRONTIER CALIFORNIA INC				
APBWEST	Check	<u>20918837570307075</u>	PH CHGS 11/4-12/3/18	60003.30000.55005	1,751.00
<u>1749</u>	PACIFIC TELEMANAGEMENT SERVICE				
APBWEST	Check	<u>2005379</u>	PAY PHONE 12/1-12/31/18	60003.30000.55005	82.64
<u>1439</u>	TIME WARNER CABLE				
APBWEST	Check	<u>8448300220192691-1</u>	SVCS 611 SM RC MD 11/25-12/24/18	60003.30000.52200	189.98
Fund 60003 Total:					2,023.62
Fund: 71000 - WATER ENTERPRISE FUND					
<u>VEN02792</u>	FRONTIER CALIFORNIA INC				
APBWEST	Check	<u>20918837570307075</u>	PH CHGS 11/4-12/3/18	71000.81100.55005	55.68
Fund 71000 Total:					55.68
Report Total:					2,701.26



Packet: APPKT04340 - GEN121118
Vendor Set: 01 - Vendor Set 01

Check Date: 12/04/2018

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND							
<u>VEN03221</u>	ALHAMBRA POLICE DEPARTMENT						
	APBWEST	Check		<u>INV023603</u>	FIREARMS SUPPLIES	10000.50000.53302	10.00
<u>0433</u>	ALLSTAR FIRE EQUIPMENT, INC.						
	APBWEST	Check		<u>211610</u>	Suppression Safety Equipment and PPE	10000.61000.53300	206.20
				<u>211247</u>	Suppression Safety Equipment and PPE	10000.61000.53300	126.97
				<u>211570</u>	Suppression Safety Equipment and PPE	10000.61000.53300	888.62
				<u>211454</u>	Suppression Safety Equipment and PPE	10000.61000.53300	1,593.10
				<u>211577</u>	Suppression Safety Equipment and PPE	10000.61000.53300	817.12
<u>0514</u>	ANDREA WALSH						
	APBWEST	Check		<u>INV023641</u>	Yoga Lessons	10000.77000.52200	118.30
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE						
	APBWEST	Check		<u>087307</u>	FY 18-19 STREET MAINTENANCE SUPPLIES	10000.83500.53206	10.94
<u>1087</u>	CITY OF ARCADIA						
	APBWEST	Check		<u>ARMS000021</u>	FY 18-19 BLANKET PO	10000.50000.52200	300.00
<u>VEN02871</u>	CYBERREEF SOLUTIONS INC						
	APBWEST	Check		<u>2601</u>	MONTHLY DATA PLAN (11/1-11/30/18)	10000.50000.52200	299.78
<u>0636</u>	CYNTHIA SIRLIN						
	APBWEST	Check		<u>INV023642</u>	Tai Chi Chuan Lessons	10000.77000.52200	83.20
<u>VEN03079</u>	DANIEL GRANADOS						
	APBWEST	Check		<u>INV023602</u>	TRAINING	10000.61000.52205	35.00
<u>0841</u>	DAPEER, ROSENBLIT & LITVAK,LLP						
	APBWEST	Check		<u>15178</u>	Specialized Legal Services	10000.40000.52201	113.25
<u>1649</u>	EMERGENCY RESPONSE CRIME SCENE CLEANING						
	APBWEST	Check		<u>T2018-943</u>	HAZARDOUS CLEANUP	10000.50000.52006	120.00
<u>VEN02778</u>	FORMLA LANDSCAPING INC						
	APBWEST	Check		<u>30606</u>	FY 18-19 CITY HALL LANDSCAPE MAINTENANCE	10000.83300.52200	833.33
<u>VEN01551</u>	LACPCA						
	APBWEST	Check		<u>2019 INVOICE</u>	2019 ANNUAL DUES	10000.50000.53409	500.00
<u>0515</u>	LANDSCAPE WAREHOUSE						
	APBWEST	Check		<u>2578613</u>	FY 18-19 IRRIGATION SUPPLIES	10000.83300.53001	10.53
<u>0786</u>	OFFICE DEPOT, INC						
	APBWEST	Check		<u>234873927001</u>	OFFICE SUPPLIES	10000.40000.53100	98.96
				<u>232337440001</u>	OFFICE SUPPLIES	10000.40000.53100	54.83
				<u>229638983001</u>	FY 18-19 BLANKET PO	10000.50000.53100	539.21
				<u>225587237001</u>	OFFICE SUPPLIES	10000.50000.53100	-278.12
				<u>232265617001</u>	OFFICE SUPPLIES	10000.61000.53100	105.51
<u>0323</u>	PASADENA HUMANE SOCIETY						
	APBWEST	Check		<u>NOV2018CtvSM</u>	FY 18-19 BPO- ANIMAL CONTROL	10000.50000.52004	2,450.08
<u>0325</u>	PASADENA STAR NEWS						
	APBWEST	Check		<u>900030985-111518</u>	RENEWAL SUBSCRIPTION	10000.50000.53501	420.61
<u>0332</u>	PETTY CASH FUND-ADMIN						
	APBWEST	Check		<u>INV023598</u>	REFUND/UUT EXEMPTION	10000.00000.42003	26.24
				<u>INV023595</u>	REFUND/UUT EXEMP	10000.00000.42003	13.51
				<u>INV023600</u>	SENIOR EXCURSION DRIVER'S TIP	10000.79003.52999	82.00
				<u>INV023593</u>	SENIOR EXCURSION DRIVER'S TIP	10000.79003.52999	56.00
<u>1483</u>	PRO PRINTING INC						
	APBWEST	Check		<u>49775</u>	BUS SAFETY CKLIST	10000.50000.53102	153.30
				<u>49767</u>	BUSINESS CARDS	10000.50000.53102	55.85
<u>1032</u>	PUENTE READY MIX, INC.						
	APBWEST	Check		<u>90824</u>	STREET MAINTENANCE	10000.83600.53206	779.64
<u>VEN02182</u>	SA-SO						
	APBWEST	Check		<u>S18-1954</u>	Traffic Control flashers	10000.83500.53206	44,999.00
<u>1443</u>	SHRED-IT USA LLC						

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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APBWEST	Check	<u>8125958332</u>	FY 18-19 BLANKET PO	10000.50000.52200	389.86
<u>VEN03081</u>	TIMMY LIANG				
APBWEST	Check	<u>INV023643</u>	COMPUTER EQUIPMENT	10000.00000.13009	2,600.00
<u>1466</u>	UNITED SITE SERVICES OF CA INC				
APBWEST	Check	<u>114-7653114</u>	HALLOWEEN HAPPENING/ALEGRIA	10000.79004.53999	373.35
<u>1053</u>	WITTMAN ENTERPRISES, LLC				
APBWEST	Check	<u>1810056</u>	Ambulance Billing Service	10000.64000.52200	3,741.06
Fund 10000 Total:					62,727.23
Fund:	37006 - SENIOR CENTER				
<u>VEN01969</u>	INLAND EMPIRE STAGES				
APBWEST	Check	<u>53075</u>	SENIOR EXCURSION LOGANS XMAS TOUR	37006.72000.52200	654.00
<u>0332</u>	PETTY CASH FUND-ADMIN				
APBWEST	Check	<u>INV023592</u>	SENIOR BIRTHDAY CELEBRATION SUPP	37006.72000.53999	16.98
Fund 37006 Total:					670.98
Fund:	38004 - ENVIRONMENTAL FUND				
<u>0574</u>	WEST COAST ARBORISTS, INC.				
APBWEST	Check	<u>142493</u>	FY 18-19 Arborists services	38004.83300.52200	1,260.00
Fund 38004 Total:					1,260.00
Fund:	60000 - INT SVC FND - FLEET				
<u>0332</u>	PETTY CASH FUND-ADMIN				
APBWEST	Check	<u>INV023601</u>	LIGHT BULB FOR FIRE ENGINE	60000.83100.53208	14.22
		<u>INV023599</u>	LIGHT BULB FOR FIRE ENG	60000.83100.53208	16.74
<u>1390</u>	VALLEY POWER SYSTEMS				
APBWEST	Check	<u>131371</u>	FY 18-19 FD Vehicle testing and repairs	60000.83100.52200	372.00
Fund 60000 Total:					402.96
Fund:	60001 - INT SVC FND - FACILITIES MGT				
<u>VEN02961</u>	ARAMARK UNIFORM & CAREER APPAREL GROUP INC				
APBWEST	Check	<u>533785750</u>	FY 18/19 JANITORIAL SUPPLIES	60001.83200.53200	281.71
		<u>533785749</u>	FY 18-19 UNIFORM - T-SHIRT	60001.83200.53303	60.65
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE				
APBWEST	Check	<u>087682</u>	FY 18-19 FACILITY MAINTENANCE SUPPLIES	60001.83200.53200	15.31
		<u>087408</u>	FY 18-19 FACILITY MAINTENANCE SUPPLIES	60001.83200.53200	5.46
<u>VEN02312</u>	ASSA ABLOY ENTRANCE SYSTEM				
APBWEST	Check	<u>SEI/01225450</u>	Maintenance services	60001.83200.53200	2,951.03
<u>0714</u>	CINTAS CORPORATION #693				
APBWEST	Check	<u>693161729</u>	UNIFORMS	60001.83200.53303	133.03
		<u>693163749</u>	UNIFORMS	60001.83200.53303	127.82
<u>0169</u>	CITY ELECTRIC SUPPLY				
APBWEST	Check	<u>PDA/007487</u>	FY 18-19 ELECTRICAL SUPPLIES/ FACILITY	60001.83200.53200	67.39
		<u>PDA/007358</u>	FY 18-19 ELECTRICAL SUPPLIES/ FACILITY	60001.83200.53200	158.88
<u>VEN02259</u>	DAVE'S REFRIGERATION SERVICE				
APBWEST	Check	<u>INV023644</u>	MAINTENANCE SERVICE	60001.83200.53200	275.00
<u>0871</u>	GOLDEN WEST ELECTRIC				
APBWEST	Check	<u>3201</u>	EQUIPMENT MAINTENANCE	60001.83200.53202	535.33
<u>0336</u>	POST ALARM SYSTEMS				
APBWEST	Check	<u>1119492</u>	FY 18-19 ALARM MONITORING	60001.83200.52200	50.87
		<u>1119644</u>	FY 18-19 ALARM MONITORING	60001.83200.52200	38.00
		<u>1114193</u>	FY 18-19 ALARM MONITORING	60001.83200.52200	21.50
		<u>1113760</u>	FY 18-19 ALARM MONITORING	60001.83200.52200	47.50
		<u>1116706</u>	FY 18-19 ALARM MONITORING	60001.83200.52200	42.00
<u>0346</u>	RED WING SHOES				
APBWEST	Check	<u>989-1-1164</u>	FY 18-19 SAFETY BOOTS	60001.83200.53303	190.00
		<u>989-1-317</u>	FY 18-19 SAFETY BOOTS	60001.83200.53303	172.46
<u>0399</u>	TELETRONIC ALARM SYSTEMS				
APBWEST	Check	<u>B6426026-NOV 18</u>	FY 18-19 LIBRARY ALARM MONITORING SERVICE	60001.83200.52200	62.00
Fund 60001 Total:					5,235.94
Fund:	60002 - INT SVC FND - ADMINISTRATION				
<u>VEN02265</u>	GOVERNMENT FINANCE OFFICERS ASSOCIATION				
APBWEST	Check	<u>0130169</u>	MEMBERSHIP	60002.30000.53409	190.00

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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0814</u>	HDL, COREN & CONE				
APBWEST	Check	<u>0025926-JN</u>	FY 18-19 PROF SVCS/PROP TAX CONSULTANTS	60002.30000.52100	1,980.00
<u>0279</u>	L. A. CO. TAX COLLECTOR				
APBWEST	Check	<u>58620152701800070</u>	PROPERTY TAX 2ND INSTALLMENT	60002.30000.52200	116.50
		<u>58620152721800050</u>	PROPERT TAX 2ND INSTALLMENT	60002.30000.52200	54.83
		<u>58620152731800040</u>	PROPERTY TAX 2ND INSTALLMNT	60002.30000.52200	83.31
		<u>58620152711800060</u>	PROPERTY TAX 2ND INSTALLMENT	60002.30000.52200	316.66
<u>0786</u>	OFFICE DEPOT, INC				
APBWEST	Check	<u>234261105001</u>	OFFICE SUPPLIES	60002.30000.53100	-35.03
		<u>232285427001</u>	OFFICE SUPPLIES	60002.30000.53100	280.23
<u>0332</u>	PETTY CASH FUND-ADMIN				
APBWEST	Check	<u>INV023594</u>	CSMFO SGV CHAPTER MTG	60002.30000.53402	60.00
Fund 60002 Total:					3,046.50
Fund:	60007 - INT SVC FND - PERSONNEL AND RISK MGMT				
<u>VEN01177</u>	EYEMED				
APBWEST	Check	<u>INV023604</u>	VISION OCT#9810110	60007.00000.21603	11.49
<u>0913</u>	IRWINDALE INDUSTRIAL CLINIC				
APBWEST	Check	<u>2130-842020</u>	PROFESSIONAL SERVICES	60007.70101.52100	130.00
<u>VEN03223</u>	LJH CONSULTING SERVICES				
APBWEST	Check	<u>1045</u>	LEGAL SERVICES	60007.70100.52100	1,500.00
<u>VEN01176</u>	METLIFE SMALL MARKET				
APBWEST	Check	<u>INV023605</u>	DENTAL DEC KM05736666-0001	60007.00000.21603	129.82
<u>VEN02895</u>	ROBERT J. GUERRERO				
APBWEST	Check	<u>Pi 22471</u>	BACKGROUND SCREENING	60007.70101.52100	387.00
Fund 60007 Total:					2,158.31
Fund:	71000 - WATER ENTERPRISE FUND				
<u>0821</u>	ACV SYSTEMS, LLC				
APBWEST	Check	<u>2886</u>	Annual Control Valve Maintenance	71000.81100.52200	2,203.55
		<u>2876</u>	Annual Control Valve Maintenance	71000.81100.52200	1,798.13
		<u>2875</u>	Annual Control Valve Maintenance	71000.81100.52200	1,307.19
<u>0109</u>	AIRGAS USA				
APBWEST	Check	<u>9957475528</u>	MAINTENANCE SUPPLIES	71000.81100.53200	448.27
		<u>9957501990</u>	MAINTENANCE SUPPLIES	71000.81100.53200	50.70
<u>0859</u>	AQUA METRIC				
APBWEST	Check	<u>INV0071622</u>	Water meter purchase installation infrastructure	71000.81100.56011	47,702.60
		<u>INV0071573</u>	Water meter purchase installation infrastructure	71000.81100.56011	22,000.00
<u>Q122</u>	ARNOLD'S FRONTIER HARDWARE				
APBWEST	Check	<u>087513</u>	FY 18-19 WATER MAINTENANCE SUPPLIES	71000.81100.53200	17.93
		<u>087519</u>	FY 18-19 WATER MAINTENANCE SUPPLIES	71000.81100.53200	5.45
<u>0146</u>	BYRD INDUSTRIAL ELECTRONICS				
APBWEST	Check	<u>1009-18</u>	SCADA service	71000.81100.52200	420.48
		<u>1015-18</u>	SCADA service	71000.81100.52200	2,410.04
<u>VEN03072</u>	CA DEPT OF TAX AND FEE ADMINISTRATION				
APBWEST	Check	<u>WR STF094-003645</u>	ANNUAL FEE ON WATER RIGHTS AND PERMITS	71000.81100.52001	443.27
		<u>WR STF 094-003386</u>	WATER RIGHTS PERMITS AND FEES	71000.81100.52001	333.77
<u>0171</u>	CLINICAL LABORATORY OF SAN BERNARDINO, INC.				
APBWEST	Check	<u>965547</u>	Water samples	71000.81100.52200	1,946.00
<u>VEN01500</u>	INLAND WATER WORKS SUPPLY CO.				
APBWEST	Check	<u>S1018041.001</u>	Distribution supplies	71000.81100.53200	100.74
		<u>S1018106.003</u>	Distribution supplies	71000.81100.53200	32.72
		<u>S1018052.001</u>	Distribution supplies	71000.81100.53200	54.75
		<u>S1018132.001</u>	Distribution supplies	71000.81100.53200	514.10
		<u>S1014379.003</u>	Distribution supplies	71000.81100.53200	148.92
<u>1799</u>	TYLER TECHNOLOGIES INC				
APBWEST	Check	<u>025-242108</u>	FY 18-19 BPO MONTHLY FEES	71000.32000.52200	180.00
<u>1243</u>	USA BLUEBOOK				
APBWEST	Check	<u>736681</u>	WATER TREATMENT	71000.81100.53209	870.72
<u>0426</u>	WESTERN WATER WORKS				
APBWEST	Check	<u>511340-00</u>	Distribution supplies	71000.81100.53200	393.11
		<u>511368-00</u>	Distribution supplies	71000.81100.53200	1,230.78

Packet: APPKT04340 - GEN121118
Vendor Set: 01 - Vendor Set 01

Fund 71000 Total: 84,613.22
Check Date: 12/04/2018

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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 72000 - SEWER <u>1799</u>	TYLER TECHNOLOGIES INC				
APBWEST	Check	<u>025-242108</u>	FY 18-19 BPO MONTHLY FEES	72000.32000.52200	45.00
Fund 72000 Total:					45.00
Report Total:					160,160.14



Packet: APPKT04341 - LIB121118
Vendor Set: 01 - Vendor Set 01

Check Date: 12/04/2018

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND							
<u>0132</u>	BAKER & TAYLOR, INC.						
APBWEST	Check			<u>4012376737</u>	BOOKS & REFERENCE, PROCESSING FEES & MED	10000.90000.52200	12.72
				<u>4012368903</u>	BOOKS & REFERENCE, PROCESSING FEES & MED	10000.90000.52200	0.44
				<u>4012373834</u>	BOOKS & REFERENCE, PROCESSING FEES & MED	10000.90000.52200	18.22
				<u>4012374057</u>	BOOKS & REFERENCE, PROCESSING FEES & MED	10000.90000.53406	432.31
				<u>4012376736</u>	BOOKS & REFERENCE, PROCESSING FEES & MED	10000.90000.53406	395.72
<u>1578</u>	PETTY CASH FUND-LIBRARY						
APBWEST	Check			<u>INVO23656</u>	MILEAGE TRAINING	10000.90000.53402	4.80
				<u>INVO23658</u>	WORKSHOP PRKNG & LUNCH	10000.90000.53402	28.24
Fund 10000 Total:							892.45
Fund: 29005 - LIBRARY GRANTS							
<u>1578</u>	PETTY CASH FUND-LIBRARY						
APBWEST	Check			<u>INVO23655</u>	MILEAGE TO P/U STEM SUPPLIES	29005.90000.53999	9.16
Fund 29005 Total:							9.16
Fund: 39002 - LIBRARY - GIFT AND MEMORIAL							
<u>1206</u>	B & H SIGN CO.						
APBWEST	Check			<u>17648</u>	BANNER ONE BOOK ONE CITY	39002.90000.53999	38.33
Fund 39002 Total:							38.33
Fund: 39006 - FRIENDS OF THE LIBRARY DONATION FUND							
<u>0132</u>	BAKER & TAYLOR, INC.						
APBWEST	Check			<u>4012368902</u>	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	42.90
				<u>T364152CM</u>	MERCHANDISE RETURN	39006.90000.53406	-103.60
				<u>4012373833</u>	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	128.80
				<u>T89669141</u>	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	36.10
				<u>T89669140</u>	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	41.04
<u>1578</u>	PETTY CASH FUND-LIBRARY						
APBWEST	Check			<u>INVO23654</u>	TEEN PROGRAM SUPPLIES	39006.90000.53999	9.00
				<u>INVO23657</u>	ADULT CRAFT SUPPLIES	39006.90000.53999	15.64
				<u>INVO23652</u>	SCARECROW SUPPLIES	39006.90000.53999	8.97
				<u>INVO23653</u>	SCARECROW SUPPLIES	39006.90000.53999	4.31
Fund 39006 Total:							183.16
Report Total:							1,123.10



City of Sierra Madre Agenda Report

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

Sue Spears, City Clerk
Michael Amerio City Treasurer

TO: Honorable Mayor Delmar and Members of the City Council

FROM: Vincent Gonzalez, Planning & Community Preservation Director 

REVIEWED BY: Gabe Engeland, City Manager 

DATE: December 11, 2018

SUBJECT: **APPLICATION TO CONSIDER A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 500 MARIPOSA AVENUE**

STAFF RECOMMENDATION

Staff recommends that the City Council Approve the Mills Act contract, pursuant to City Council Resolution 18-62.

ALTERNATIVES

The City Council has the following alternatives:

1. Approve the Mills Act contract, pursuant to City Council Resolution 18-62.
2. Deny the Mills Act contract, stating the reasons why the findings cannot be made, and direct staff to prepare a Resolution to this effect.
3. Continue the matter, and provide direction to staff for further information.

SUMMARY

The property owner, Ara Zenobians, submitted an application requesting approval of a Mills Act contract to assist in the rehabilitation, restoration and maintenance of the residence located at 500 Mariposa Avenue known as the Becker House; the property was designated by the City Council as a historical cultural landmark in the City's Register of Local Historic Cultural Landmarks on September 11, 2018. Pursuant to Code Section 17.80.060 ("Benefits and Conditions of Designation"), Mills Act contracts are one of several benefits available to owners of designated properties in the City.

Staff recommends that the City Council approve the applicants' request, pursuant to Resolution No. 18-62 (**Exhibit A**), to approve the Mills Act contract.

ANALYSIS

The property owner is proposing to enter into a Mills Act contract with the City, which awards a reduction in property taxes in exchange for actively participating in the rehabilitation and maintenance of the historic property. Pursuant to Code Section 17.82.060, the property owner may apply for a Mills Act Contract as one of the benefits of designation.

Approved by California voters in 1976, the Mills Act is a State-sponsored legislation that encourages the rehabilitation and ongoing maintenance of historic and cultural resources in the State of California. The Mills Act allows Sierra Madre to enter into 10-year contract with the owners of qualified historic properties.

Mills Act contracts were intended to serve as a method of reducing property tax liability for designated local cultural resources, and encouraging the owners of these cultural resources to invest the tax-savings in the rehabilitation and maintenance of their properties. Currently, there are 18 approved Mills Act contracts in the City.

In July of 1997, the City Council adopted Resolution 97-34, establishing Mills Act selection criteria and contract requirements. The requirements include the submittal of an annual report to the Planning & Community Preservation Director by the property owners specifying all work completed during the year to fulfill the requirements of their contract. All restoration work must be done in accordance with the Secretary of Interior Standards for Historic Rehabilitation.

The contract is an agreement between the City and the owner of the landmark structure which requires the owner of the property to undertake specific restoration tasks specified in the contract, and to properly maintain the historic landmark. Mills Act contracts extend for a period of 10 years. The obligations of the contract are binding upon all successive owners of the property during the lifetime of the contract. To end a contract, either party may submit a notice of non-renewal which will terminate the contract at the end of the 10-year period.

Once a Mills Act contract is approved by the City Council, the applicants are required to record a "Historic Property Preservation Agreement" with the County of Los Angeles. The document states that during the term of the agreement, the property shall preserve and maintain the characteristics of cultural and historical significance, and shall allow for reasonable periodic examinations that may be necessary to determine compliance with their agreement.

The applicant is requesting a Mills Act Contract to help offset expenditures associated with repairs and maintenance-related work at the subject property. Tax savings associated with a Mills Act Contract would help the property owner rehabilitate and maintain those features and systems that are integral to the property's designation as a cultural resource and would help insure the continued viability of the resource.

Rehabilitation / Maintenance Plan

Included with the Mills Act Contract (**Attachment 3**) is a proposed Rehabilitation and Maintenance plan submitted by the applicant, attached herein as **Exhibit C**. The following represent the rehabilitation tasks indicated in Exhibit C:

Proposed Rehabilitation Tasks

The scope of the rehabilitation effort includes a series of projects related to the repair and replacement of exterior features and systems. The applicants' estimated cost of all rehabilitation and maintenance tasks is \$239,822 over a ten-year period of the Mills Act Contract.

Exterior Work

Exterior renovations include the following:

- Rehabilitation/Restoration of roofing.
- Rehabilitation/Restoration of exterior paint.
- Rehabilitation/Restoration of windows, doors, frames, glass, gates & screens.
- Rehabilitation/Restoration of fireplace.
- Repair exterior block walls and paint near entry gate / garage.
- Repair and patch concrete pavement.
- Power washing and painting the masonry block walls and concrete overhangs.
- Power washing and painting all perimeter masonry block walls.

Together, the exterior improvements are estimated to cost \$60,913 or approximately 25 percent of the proposed rehabilitation budget.

Systems-related Work

It is important to note that the Becker Residence is a masonry, concrete and glass structure, therefore upgrading the systems will be particularly difficult and costly. Internal system improvements identified for rehabilitation and/or replacement include:

- Rehabilitation/Restoration of plumbing systems.
- Rehabilitation/Restoration of electrical systems.

- Rehabilitation/Restoration of heating and air conditioning systems.
- Replacement of gas line to fireplace.
- New gas shut off valve.
- Re-building walls, patching and repairing to accommodate the plumbing and electrical works.

Together, the system related tasks are estimated to cost \$178,909 or approximately 75 percent of the proposed rehabilitation budget.

FINDINGS

The City Council shall make the following findings to grant approval of a Mills Act contract:

1. **The Mills Act Contract will serve to compensate for the cost of rehabilitating and or maintaining the cultural resource.** Property tax savings resulting from entering into the contract will be used to absorb the cost of the preservation, rehabilitation and maintenance of the property as outlined in the rehabilitation and maintenance plan.
2. **The rehabilitation of the resource will occur prior to, or in conjunction with, the use of the Mills Act Contract, and it will not impair the architectural, historic or aesthetic integrity of the cultural resource.** According to the Rehabilitation and Maintenance Plan, the proposed work schedule is based on a 10-year period. The proposed work would be subject to conformance to the Secretary of the Interior's Standards for Rehabilitation so as to avoid adverse impacts to the architectural, historic and aesthetic integrity of the property.

FINANCIAL REVIEW / SOURCE OF FUNDING

Should the City approve this Mills Act Contract, the property owner would realize an estimated \$104,922 in property tax savings over the ten-year life of the contract (the Financial Analysis is included herein as **Exhibit E**). Together, the tasks specified in the rehabilitation and maintenance work plans will cost an estimated \$239,822. Therefore, the estimated savings represented by the Mills Act Contract is less than the total estimated cost of rehabilitation and maintenance tasks that are needed at the property.

Over the ten year life of the Mills Act Contract, the City would experience an estimated total loss of revenue of \$23,083 – approximately 17 percent of the estimated total property tax derived from the subject property. These figures are estimations and all final calculations will be determined by the Los Angeles County Assessor's Office.

ENVIRONMENTAL DETERMINATION

The proposed project qualifies for a Categorical Exemption from the California Environmental Quality Act (CEQA), pursuant to Sections 15306 (Class 6, Information Collection) and 15331 (Class 31, Historical Resource Restoration/Rehabilitation) in that the Mills Act Contract consists of information gathering purposes, and is limited to conservation of historical resources in a manner consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties.

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, at the Sierra Madre Public Library, and can be accessed on the City's website at www.cityofsierramadre.com.

Attachments:

Attachment 1: City Council Resolution 18-62 approving the Mills Act Contract

Attachment 2: City Council Resolution 18-46 designating the Historic Landmark.

Attachment 3: Mills Act Contract Application

Attachment 4: Historic Property Preservation Agreement

Exhibit A: Legal Description

Exhibit B: Secretary of the Interior Standards

Exhibit C: Rehabilitation/Restoration/Maintenance Plan

Exhibit D: Becker House Photographs

Exhibit E: Financial Analysis for Mills Act Contract

CITY COUNCIL RESOLUTION 18-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE RECOMMENDING APPROVAL OF A MILLS ACT CONTRACT FOR THE REHABILITATION, RESTORATION AND MAINTENANCE OF THE BECKER HOUSE, A HISTORIC CULTURAL LANDMARK LOCATED AT 500 MARIPOSA AVENUE.

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

WHEREAS, an application for a Mills Act Contract was filed by:

**Ara Zenobians
500 MARIPOSA Avenue
Sierra Madre, CA 91024**

WHEREAS, the request for a Mills Act Contract can be described as:

A request to enter into a Mills Act Contract with the City for the rehabilitation, restoration and maintenance of the subject property. Pursuant to Sierra Madre Municipal Code Section 17.82.060, Mills Act contracts are available as one of several benefits of historic designation in the City.

WHEREAS, the Mills Act Contract would apply to the Becker House at 500 Mariposa Avenue, Sierra Madre, CA 91024;

WHEREAS, the property known as the Becker House was designated as a historic landmark in the City's Register of Local Historic Cultural Landmarks List on September 11, 2018.

WHEREAS, the City Council has received the report and recommendations of staff;

WHEREAS, notice was duly given of the public hearing on the matter, which public hearing was held before the City Council on December 11, 2018 with all testimony received being made part of the public record;

WHEREAS, the proposed project qualifies for a Categorical Exemption from the California Environmental Quality Act (CEQA), pursuant to Sections 15306 (Class 6, Information Collection) and 15331 (Class 31, Historical Resource Restoration/Rehabilitation) in that the Mills Act Contract consists of information gathering purposes, and is limited to conservation of historical resources in a manner consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties.

NOW THEREFORE, in consideration of the evidence received at the hearing, and for the reasons discussed by the Commissioners at said hearing, the Planning Commission now finds as follows:

- 1. The Mills Act Contract will serve to compensate for the cost of rehabilitating and or maintaining the cultural resource.** Property tax savings resulting from entering into the contract will be used to absorb the cost of the preservation, rehabilitation and maintenance of the property as outlined in the rehabilitation and maintenance plan.
- 2. The rehabilitation of the resource will occur prior to, or in conjunction with, the use of the Mills Act Contract, and it will not impair the architectural, historic or aesthetic integrity of the cultural resource.** According to the Rehabilitation and Maintenance Plan, the proposed work schedule is based on a 10-year period. The proposed work would be subject to conformance to the Secretary of the Interior's Standards for Rehabilitation so as to avoid adverse impacts to the architectural, historic and aesthetic integrity of the property.

PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED that the City Council RECOMMENDS APPROVAL of the Mills Act Contract, subject to the conditions of approval in Exhibit A, attached herein.

The recommendation for approval is final, unless appealed to the City Council in writing within ten (10) days following the adoption of this Resolution, pursuant to the provisions of Section 17.60.120 of the Sierra Madre Municipal Code.

The time in which to seek judicial review of this decision shall be governed by Code of Civil Procedure Section 1094.6. The Planning Commission Secretary shall certify to the adoption of this resolution, transmit copies of the same to the applicant and his counsel, if any, together with a proof of mailing in the form required by law and shall enter a certified copy of this resolution in the book of resolution of the City.

PASSED, APPROVED AND ADOPTED, this 11th day of December 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Denise Delmar, Mayor

ATTEST:

Sue Spears, City Clerk

I, SUE SPEARS, CITY CLERK OF THE CITY OF SIERRA MADRE, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Sierra Madre at the regular meeting held on the 11th day of December 2018.

Sue Spears, City Clerk

EXHIBIT A

Mills Act Contract CONDITIONS OF APPROVAL Becker House – 500 Mariposa Avenue

The applicant(s) and property owners shall:

1. Comply with all applicable provisions of the Sierra Madre Municipal Code, including but not limited to those Chapters pertaining to Zoning, Building and Construction, Vehicles and Traffic, and Health and Safety, and including all such provisions which may be contained in Uniform Codes which have been incorporated by reference within the Sierra Madre Municipal Code.
2. Comply with all applicable provisions of Federal, State and Los Angeles County law and regulations, including but not limited to the California Environmental Quality Act.
3. Execute and deliver to the City's Planning and Community Preservation Department an Affidavit of Acceptance of Conditions on a form to be provided by such Department. This approval shall not be effective for any purpose until the Applicant complies with this condition.
4. To the fullest extent permitted by law, fully protect the City, its employees, agents and officials from any loss, injury, damage, claim, lawsuit, expense, attorneys' fees, litigation expenses, court costs or any other costs arising out of or in any way related to the issuance of this approval, or the activities conducted pursuant to this approval. Accordingly, to the fullest extent permitted by law, the applicants and property owners shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorneys' fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this approval, or the activities conducted pursuant to this approval. Applicants and property owners shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.
5. Record the City-approved Mills Act Contract at the Los Angeles County Recorder's Office.

(end of conditions)

CITY COUNCIL RESOLUTION 18-46

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
DESIGNATING THE BECKER RESIDENCE AS A HISTORIC CULTURAL
LANDMARK, TO BE INCLUDED IN THE SIERRA MADRE REGISTER OF
DESIGNATED HISTORIC LANDMARKS FOR THE PROPERTY LOCATED AT
500 MARIPOSA AVENUE**

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

WHEREAS, an application for the designation of Historic Cultural Landmark
Status was filed by:

**Ara Zenobians
500 Mariposa Avenue
Sierra Madre, CA 91024**

WHEREAS, the request for the designation of Historic Cultural Landmark status
can be described as:

A request to designate the property located at 500 Mariposa Avenue, as a local Historic
Cultural Landmark to be included in the City's Register of Designated Historic
Landmarks List. Pursuant to Code Section 17.82.050, a property may be designated a
historic landmark if it meets prescribed historic or architectural criteria; and

WHEREAS, the Historic Landmark Status would apply to the Residence at 500
Mariposa Avenue, Sierra Madre, CA, 91024; and

WHEREAS, the City of Sierra Madre recognizes the importance of protecting and
preserving local sites and structures so as to retain its historic and cultural significance
to the community; and

WHEREAS, the City Council, as recommended by the Planning Commission,
finds that the residence located at 500 Mariposa Avenue meets the criteria for historic
cultural landmark designation, pursuant to Municipal Code Section 17.82.050(B) in that
the architectural style and site warrants preservation of the land and building as a
historical asset for the City as a rare and intact example of Mid-20th Century Late
Modernist design in Sierra Madre, thereby contributing to the City's heritage housing
stock; and

WHEREAS, the resource is a 1-story, single-family residential building built in
1961 in an L-shaped configuration located at the center of the property, referred to as
the Becker Residence, named for its first owners, William D. and Betty J. Becker; and

WHEREAS, the Becker Residence was designed by architects Bissell and
Duquette and built by the Greg Snyder Development Company in 1961 as a model
home prototype depicting the use of concrete blocks as a viable construction element;
and

WHEREAS, the proposed designation is consistent with and serves to implement
the general plan, specifically promoting a greater understanding and appreciation of the
City's historic past and is consistent with general plan policies that pertain to compiling
and maintaining an inventory of those architectural and historical resources within the
City which are identified as significant; and

WHEREAS, a public hearing was held before the Planning Commission on
August 2, 2018, with all testimony received being made part of the public record; and

WHEREAS, the City Council reviewed the supporting documentation set forth in
the Historical Resource Evaluation report, finding that the structure located at 500
Mariposa Avenue meets the criteria for a local landmark designation under Criterion B
(Architectural), pursuant to Municipal Code Section 17.82.050 in that the residence is
architecturally significant as an example of Late 20th Century Modernist design that fully
retains its original design and is a significant example for both its style and use of

materials; and

WHEREAS, the City Council as recommended by the Planning Commission finds that the architectural style and site warrants preservation of the land and building as a historical asset for the City. The Becker Residence is a rare and intact example of Mid-20th Century Late Modernist design in Sierra Madre, thereby contributing to the City's heritage housing stock; and

WHEREAS, the significant character defining features of the Becker Residence and the site, which embodies the distinctive characteristics of the Mid-20th Century Late Modernist architectural style, are the following:

Exterior Features:

- Alternating upper and lower horizontal concrete roofline
- Square concrete "Breeze Blocks" detailing the exterior and interior walls
- Evenly punctuated floor to ceiling fixed and sliding window walls
- Clerestory windows set over the exterior doors
- The use of thin aluminum frames around the doors and window walls
- Concrete block chimney at the center of the North wall, flanked by glass
- Exterior garden entry courtyard

Interior Features:

- White terrazzo tile forming a path between the front and rear doors.
- Concrete beamed ceilings
- Interior "Breeze Block" walls
- White terrazzo hearth in front of the metal inset fireplace
- The fluidity of interior and exterior elements of the house including the engagement of the landscape areas.

WHEREAS, the City Council held a noticed public hearing on September 11, 2018 to consider the nomination of the Becker Residence as a Historic Landmark; and

WHEREAS, the City Council determined that the Becker Residence, constructed in 1961 meets the findings of Criterion B—Architectural, and is therefore eligible for an individual local listing with a California Status Code of 5S2 – Individual property that is eligible for local listing or designation; and

WHEREAS, the City Council acknowledges that the Becker Residence is also eligible for an individual listing in the National Register of Historic Places as a significant example of Mid-Century architecture, therefore meriting a California Resource Status Code of 3S – Appears eligible for listing in the National Register as an individual property through survey evaluation; and

WHEREAS, the proposed project qualifies for a Categorical Exemption, pursuant to Sections 15301 and 15331 of the California Environmental Quality Act (CEQA) as it involves no expansion of an existing structure and pertains to preservation of a historic resource.

NOW THEREFORE, in consideration of the evidence received at the hearing, and for the reasons discussed by the Planning Commission at said hearing, the City Council now finds as follows:

Historical Landmark Designation Findings

Pursuant to the provisions of SMMC Chapter 17.82.050, a site may be designated a historical and architectural landmark by the City Council upon a recommendation by the Planning Commission if it meets the following criteria:

Criterion B - That the architectural style is representative of the work or is one of a few remaining examples of a notable builder, designer or architect, or, it embodies distinctive characteristics of a style, type, period, or method of construction, or, is a valuable example of architectural achievement or innovation such as the use of indigenous materials or craftsmanship.

The Becker Residence is an intact original example of an architectural type specimen, specifically a Mid-Century Modern / Late Modern residence with International Style

associations. The structure has no alterations to the exterior façade. The character defining features include the use of square concrete "Breeze Blocks" for the exterior and interior perimeter walls, articulated concrete roof consisting of alternating upper and lower concrete planes that cantilever beyond the exterior walls, and the use of floor to ceiling exterior glass wall panels and open floor plan integrating exterior and interior spaces.

The design is of the type of craftsmanship that was representative in the United States in the Mid-20th Century, as well as having an association with post-World War II development of the San Gabriel Valley, and particularly with the City of Sierra Madre, where it is a rare example of its architectural type. Based on the findings of the Report, the property is architecturally distinguished and eligible for listing as a local landmark. The Structure also appears eligible for listing in the National Register as an individual property through further survey evaluation.

PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED that City Council APPROVES of the designation of the Becker Residence located at 500 Mariposa Avenue as a local architectural Historic Landmark, and places this property on the Register of Historical Landmarks List, subject to the conditions of approval in the attached Exhibit A therein.

PASSED, APPROVED AND ADOPTED, this 11th day of September 2018, by the following vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.



Denise Delmar, Mayor
City of Sierra Madre

ATTEST:



Sue Spears, City Clerk

I SUE SPEARS, CITY CLERK OF THE CITY OF SIERRA MADRE, hereby certify that the foregoing Resolution Number was adopted by the City Council of the City of Sierra Madre at the regular meeting held on the 11th day of September, 2018.

EXHIBIT A

Historic Cultural Landmark– Becker Residence, 500 Mariposa Avenue

General Conditions:

The applicant and property owner shall:

1. Comply with all applicable provisions of the Sierra Madre Municipal Code, including but not limited to those Chapters pertaining to Zoning, Building and Construction, Vehicles and Traffic, and Health and Safety, and including all such provisions which may be contained in Uniform Codes which have been incorporated by reference within the Sierra Madre Municipal Code.
2. Comply with all applicable provisions of Federal, State and Los Angeles County law and regulations, including but not limited to the California Environmental Quality Act.
3. Execute and deliver to the City's Department of Planning & Community Preservation an Affidavit of Acceptance of Conditions on a form to be provided by such Department within ten business days of the date of this approval. This approval shall not be effective for any purpose until the Applicant complies with this condition.
4. Submit a copy of the Historic Resource Evaluation Report to the City of Sierra Madre Library archives.
5. To the fullest extent permitted by law, fully protect the City, its employees, agents and officials from any loss, injury, damage, claim, lawsuit, expense, attorneys' fees, litigation expenses, court costs or any other costs arising out of or in any way related to the issuance of this approval, or the activities conducted pursuant to this approval. Accordingly, to the fullest extent permitted by law, the applicant and property owner shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorneys' fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this approval, or the activities conducted pursuant to this approval. Applicant and property owner shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

(end of conditions)



City of Sierra Madre
Mills Act Contract Application

232 W. Sierra Madre Blvd. Sierra Madre, CA 91024
626-355-7135 Fax: 626-355-2251

Date Received
9/27/2019

P.C. Hearing Date

PROPERTY INFORMATION

Property Address 500 MARIPOSA AVE, SIERRA MADRE

Existing Use of Property RESIDENTIAL

Owner Occupied? Yes No

Rehabilitation or Maintenance Needed YES
(Attach rehabilitation plan if needed)

Date of Designation September 11, 2018

Is the property listed on the National Registry? Yes No

Is the property designated as part of a Historic Preservation Overlay Zone?

No Yes If yes, Which? _____

List any other public or private funds granted for the resource: None

Primary Contact ARA ZENOBIANAS Telephone # 626.840.3669

PROPERTY DESCRIPTION

Legal Description: Attach Exhibit "A" from Deed

Property Identification Number (APN): Book 5768 Page 026 Parcel 015

OWNER INFORMATION

Owner's Name ARAZENOBIANAS, Trustee of the Ara Zenobians

Mailing Address 500 MARIPOSA AVE Family Trust

SIERRA MADRE CA 91024

Telephone # 626.840-3669

Authorized agent if different than owner: _____

Applicant's Signature Ara Zenobians

Mills Act Contract Application

State of California
County of Los Angeles

OWNER'S AFFIDAVIT

I, (We), ARA ZENOBIANS hereby declare under the penalty of perjury that I (We) am (are) the owner(s) of the property involved in this request and that the foregoing statements and the information submitted herewith are true and correct.

Owner (s) Name Ara Zenobians
Signature Signature

Address 500 MARIPOSA AVE SIERRA MADRE CA
City, State, Zip City, State, Zip 91024

Telephone (626) 840-3669 ()

Subscribed and sworn to me this 26th day of September, 2018.

Notary Public

Stamp

TO ALL APPLICANTS

Employees of the City of Sierra Madre will give every possible assistance to anyone who desires to utilize the remedies provided by City's Municipal Code. However, the burden of proof is on the applicant to make the showing necessary before any of the described permits can be granted. Also there is no guarantee—expressed or implied—that any permit will be granted by whatever agency or individual having authority in the matter.

The applicant shall understand also that each matter must be carefully investigated and, after a staff investigation has been made or a public hearing has been held, the staff's recommendation or decision may be contrary to a position taken in any preliminary discussions.

The staff is not permitted to assist the applicant or any opponents of any applicant in preparing arguments for or against a request. I have read the foregoing and understand that I HAVE THE BURDEN OF PROOF in the matter arising under the application made by me.

Signature

Date

See attached

WHEN RECORDED, RETURN TO:

CITY OF SIERRA MADRE
DEPARTMENT OF PLANNING & COMMUNITY PRESERVATION
232 W. SIERRA MADRE BOULEVARD
SIERRA MADRE, CA 91024

HISTORIC PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT, is made and entered into this ___ day of _____, 2018, by and between this CITY OF SIERRA MADRE, a municipal corporation (hereinafter referred to as the "City"), and Ara Zenobians, Trustee of the Ara Zenobians Family Trust (hereinafter referred to as the "Owners").

WITNESSETH

A. Recitals.

1. California Government Code Sections 50280, et seq. allow cities the discretion to enter into contracts with the owners of qualified historical properties, as that term is defined by Government Code Section 50280.1, for the purpose of restricting development of historical property to ensure the protection of its cultural and historic significance and continuing maintenance of the historical property;

2. Owners possess fee title in and to that certain real property, together with associated structures and improvements thereon, located at 500 Mariposa Avenue (hereinafter, such property shall be referred to as the "Historic Property"). A legal description of the Historic Property is attached hereto and incorporated herein by this reference as Exhibit A;

3. On September 11, 2018, the City Council of the City of Sierra Madre adopted Resolution No. 18-46 designating the Historical Property as a historic landmark pursuant to the terms and provisions of Chapter 17 of the Sierra Madre Municipal Code; and

4. City and Owners, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of cultural and historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

B. Agreement.

NOW, THEREFORE, City and Owners, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on _____ and shall remain in effect for a term of ten (10) years thereafter.

2. Valuation of Historic Property. During the term of this Agreement, Owners are entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

3. Standards for Historic Property. During the term of this Agreement, this Historic Property shall be subject to the following conditions, requirements and restrictions;

a. Owners shall preserve and maintain the characteristics of cultural and historical

significance of the Historic Property. Attached hereto, marked as Exhibit B (Secretary of the Interior's Standards for Rehabilitation), and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement. In addition, Owners shall comply with the terms of the City's Historic Preservation Ordinance requiring Owners to maintain the Historic Property in a good state of repair and shall obtain any applicable permits to restore the property to maintain its historic and cultural significance.

b. Owners shall submit annually to the Planning & Community Preservation Director a report which shall specify all work completed during the year to fulfill the requirements of their contract as outlined in Exhibit C (Restoration/Rehabilitation and Maintenance Plan) for compliance review by the Planning Commission.

c. Owners shall, where necessary, restore and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and the City of Sierra Madre. The condition of the exterior of the property, as of the effective date of this Agreement, is documented in photographs attached as Exhibit D. At a minimum, Owners shall continually maintain the Historic Property in the same condition as documented in Exhibit C.

d. Owners shall carry out specific restoration projects on the property as outlined by the City in Exhibit D, in accordance with the Secretary of Interior Standards for Historic Restoration.

e. Owners shall not be permitted to block the view corridor with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark from the public.

f. Owners shall allow reasonable periodic examinations, by prior appointment, of the exterior of the Historic Property by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization, and the City, as may be necessary to determine Owners' compliance with the terms and provisions of this Agreement.

4. Provisions of Information. Owners hereby agree to furnish City with any and all information requested by City which City deems necessary or advisable to determine eligibility of the property involved and compliance with the terms and provisions of this Agreement.

5. Cancellation.

a. City, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., may cancel this Agreement if it determines that Owners have breached any of the conditions of the Agreement or have allowed the property to deteriorate to the point that it no longer meets the standards for a qualified historic property. City may also cancel this Agreement if it determines that the Owners have failed to restore or rehabilitates the Historic Property in the manner specified in paragraph 4 of this Agreement. In the event of cancellation, Owners shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280, et seq., described herein. Upon cancellation, the Owners shall pay a cancellation fee of twelve and one-half percent (12 ½%) of the full value of the property at the time of cancellation, as determined by the county assessor without regard to any restriction on such property imposed pursuant to this Agreement. The City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its right or legal remedies arising from the City's Historic Preservation Ordinance and Municipal Code.

b. If the historic property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than 60% of the original fabric of the structure must be replaced, this agreement shall be canceled because in effect the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or

natural disaster.

6. Enforcement of Agreement. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default, under the provisions of his/her Agreement by Owners, City shall give written notice to Owners by registered or certified mail addressed to the address stated in the Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owners), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owners growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owners or apply for such other relief as may be deemed appropriate.

The City's right to enforce this Agreement pursuant to this a paragraph shall in no way limit or restrict its rights or legal remedies arising from the City's Historical Preservation Ordinance and Municipal Code.

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

8. Binding Effect of Agreement. The Owners hereby subjects the Historic Property described in Exhibit A hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owners hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owners' successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owners hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owners hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owners.

9. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, or at any other address as may be later specified by the parties hereto.

City: City of Sierra Madre
Department of Planning & Community Preservation
232 W. Sierra Madre Boulevard
Sierra Madre, CA 91024

Owner: Ara Zenobians, Trustee of the Ara Zenobians Family Trust
500 Mariposa Avenue
Sierra Madre, CA 91024

10. General Provisions.

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

b. Owners agree to and shall hold City and its elected officials, officers, agents and employees harmless from liability for damage or claims which may arise from the direct or indirect use or operations of Owners or those of their contractor, subcontractor, agenda, employee or other person acting on his/her behalf which relates to the use, operation and maintenance of the Historic Property and from any injury to property caused by the restrictions on development of the Historic Property from application or enforcement of the City's Historical Preservation Ordinance or from the enforcement of this Agreement. Owners hereby agree to and shall defend the City and its elected officials, officers, agents and employees with respect to any and all actions for damage caused by, or alleged to have been caused by, reason of Owners' activities in connections with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved this plans, specifications or other documents for the Historic Property.

c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

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

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

f. This Agreement shall be constructed and governed in accordance with the laws of the State of California.

11. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, the Owners shall cause the Agreement to be recorded in the office of the County Recorder of the County of Los Angeles. The Owners shall further provide written notice of the contract to the Office of Historic Preservation within six months of entering into the contract

12. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

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

CITY OF SIERRA MADRE

Dated: _____

By: _____
Mayor, City of Sierra Madre

OWNERS

Dated: _____

By: _____
Ara Zenobians, Trustee of the Ara Zenobians Family Trust

LEGAL DESCRIPTION:

ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOT 2 OF THE SIERRA MADRE TRACT, IN THE CITY OF SIERRA MADRE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 502, ET SEQ, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND OF LOT 45 OF PARK MANOR, AS PER MAP RECORDED IN BOOK 11, PAGE 160, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS.

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 45, DISTANT NORTH 1° 25' 00" WEST ALONG SAID LINE 303.33 FEET FROM THE SOUTHERLY LINE OF SAID LOT 45, THENCE PARALLEL WITH SAID SOUTHERLY LINE SOUTH 88° 45' 20" WEST 110.00 FEET TO THE EASTERLY LINE OF TRACT NO. 26016, AS PER MAP RECORDED IN BOOK 671, PAGES 83 AND 84, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER; THENCE ALONG SAID EASTERLY LINE NORTH 1° 25' 00" WEST TO THE SOUTHERLY LINE OF MARIPOSA AVENUE AS SHOWN ON SAID LAST MENTIONED MAP; THENCE NORTH 08° 46' 46" EAST ALONG SAID SOUTHERLY LINE 100.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 10 FEET AND BEING TANGENT AT ITS SOUTHERLY TERMINUS TO SAID EAST LINE OF LOT 45, THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 48' 14" AN ARC DISTANCE OF 15.67 FEET TO SAID SOUTHERLY TERMINUS; THENCE SOUTH 1° 25' 00" ALONG SAID LAST MENTIONED EAST LINE TO THE POINT BEGINNING.

APN: 5768-026-015

The Secretary of the Interior's Standards for Rehabilitation

The Secretary of the Interior is responsible for establishing standards for all national preservation programs under Departmental authority and for advising Federal agencies on the preservation of historic properties listed or eligible for listing in the National Register of Historic Places.

The Standards for Rehabilitation, a section of the Secretary's Standards for Historic Preservation Projects, address the most prevalent preservation treatment today: rehabilitation. Rehabilitation is defined as the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values.

The Secretary of the Interior's Standards for Rehabilitation

The Standards that follow were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications). They pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Note: To be eligible for Federal tax incentives, a rehabilitation project must meet all ten Standards. The application of these Standards to rehabilitation projects is to be the same as under the previous version so that a project previously acceptable would continue to be acceptable under these Standards.

Certain treatments, if improperly applied, or certain materials by their physical properties, may cause or accelerate physical deterioration of historic buildings. Inappropriate physical treatments include, but are not limited to: improper repainting techniques; improper exterior masonry cleaning methods; or improper introduction of insulation where damage to historic fabric would result. In almost all situations, use of these materials and treatments will result in denial of certification. In addition, every effort should be made to ensure that the new materials and workmanship are compatible with the materials and workmanship of the historic property.

Guidelines to help property owners, developers, and Federal managers apply the Secretary of the Interior's Standards for Rehabilitation are available from the National Park Service, State Historic Preservation Offices, or from the Government Printing Office. For more information write: National Park Service, Preservation Assistance Division-424, P.O. Box 37127, Washington, D.C. 20013-7127.

Link to **Federal Historic Preservation Tax Credits**, posted by the National Park Service. Includes illustrated guidelines for rehabilitating historic buildings.

RESTORATION/REHABILITATION PLAN

Exterior work shall be reviewed by the Planning Commission under a Certificate of Appropriateness and subject to the Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with size, scale, color, material, and character of the property, neighborhood, or environment.
10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 500 MARIPOSA AVE, SIERRA MADRE

Use this form to outline your rehabilitation, restoration, and maintenance plan. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed work (if applicable) and continue with work you propose to complete within the next ten years arranging in order of priority.

Rehabilitation/Restoration Maintenance

Building Feature: Roofing

Cost \$ 9,600 (round to nearest dollar)

Completed Proposed

Contract Year of Proposed Work Completion: 2017

Description of work: See attachment

Rehabilitation/Restoration Maintenance

Building Feature: Plumbing

Cost \$ 135,380 (round to nearest dollar)

Completed Proposed

Contract Year of Proposed Work Completion: 2017

Description of work: See attachment

Rehabilitation/Restoration Maintenance

Building Feature: Electrical

Cost \$ 28,544 (round to nearest dollar)

Completed Proposed

Contract Year of Proposed Work Completion: 2017-18

Description of work: See attachment

Rehabilitation/Restoration Maintenance

Building Feature: Heating & Air Conditioning

Cost \$ 2,985 (round to nearest dollar)

Completed Proposed

Contract Year of Proposed Work Completion: 2017

Description of work: See attachment

Rehabilitation/Restoration Maintenance

Building Feature: Heating & Air Conditioning

Cost \$ 12,000 (round to nearest dollar)

Completed Proposed

Contract Year of Proposed Work Completion: 2028

Description of work: New HVAC system

REHABILITATION/RESTORATION/MAINTENANCE PLAN

PROPERTY ADDRESS: 500 MARIPOSA AVE. SIERRA MADRE

Use this form to outline your rehabilitation, restoration, and maintenance plan. Copy this page as necessary to include all items that apply to your property. Begin by listing recently completed work (if applicable) and continue with work you propose to complete within the next ten years arranging in order of priority.

Rehabilitation/Restoration Maintenance

Building Feature: Exterior Painting

Cost \$ 10,650 (round to nearest dollar)

Completed Proposed Contract Year of Proposed Work Completion: 2017

Description of work: See attachment

Rehabilitation/Restoration Maintenance

Building Feature: Exterior Painting

Cost \$ 12,000 (round to nearest dollar)

Completed Proposed Contract Year of Proposed Work Completion: 2024

Description of work: See attachment

Rehabilitation/Restoration Maintenance

Building Feature: Windows, Doors, Frames, Glass, Gates & Screens

Cost \$ 25,954 (round to nearest dollar)

Completed Proposed Contract Year of Proposed Work Completion: 2017

Description of work: See attachment

Rehabilitation/Restoration Maintenance

Building Feature: Fire place

Cost \$ 4,509 (round to nearest dollar)

Completed Proposed Contract Year of Proposed Work Completion: 2017

Description of work: See attachment

Rehabilitation/Restoration Maintenance

Building Feature: Exterior Painting & Concrete Repairs

Cost \$ 1,200 (round to nearest dollar)

Completed Proposed Contract Year of Proposed Work Completion: 2018

Description of work: See attachment

Rehabilitation / Restoration - Roofing	Vendor	Cost	Schedule
Clean Roof; Apply plastic cement on pipes, vents & A/C unit drains; Apply 2 coats of 687 Henry's Enviro White Roof coating	World's Best Roof & Rain Gutters	\$9,600.00	May 2017
TOTAL		\$9,600.00	

Rehabilitation / Restoration - Plumbing		Vendor	Cost	Schedule
Demolition & Removal of plumbing fixtures, cabinets, walls		G. Castillo	\$3,300.00	Jan. 2017
Dumping fees		G. Castillo	\$1,000.00	April 2017
New Plumbing; drain lines, vents, sewer lines, water lines, gas line to fireplace		Rodney Overstreet Plumbing	\$28,460.00	May 2017
Gas Shut off Valve		Rodney Overstreet Plumbing	\$385.00	Sept. 2017
Plumbing		Rodney Overstreet Plumbing	\$225.00	Nov. 2017
Sewer Line Back Flow Preventer		Summit Inspections	\$150.00	Jan. 2017
		Jose Zapon	\$1,500.00	July 2017
General Contractor - concrete floor patching including rebars & epoxy		JPGC	\$2,800.00	July 2018
General Contractor - work associated with plumbing - Frame walls, tape, plaster, patch & repair damaged surfaces		JPGC	\$5,000.00	May 2017
General Contractor - built soffit ww/ drywall around plumbing / vent lines		JPGC	\$600.00	June 2017
Plumbing Fixtures		George's Plumbing	\$10,593.00	March 2017
		Porcelanosa	\$8,038.00	March 2017
		George's Plumbing	\$145.00	June 2017
		George's Plumbing	\$394.00	Aug. 2017
Drains		Foothill Tile & Stone	\$167.00	March 2017
		Foothill Tile & Stone	\$83.00	March 2017
Cabinets & Appliances for Kitchen		AS Designs	\$56,178.00	July 2017

Installation of Cabinets	AS Designs	\$1,948.00	July 2017
	Alex Gittens	\$2,840.00	July 2017
	Eric Uriate	\$600.00	Oct. 2017
Installation of Appliances - Labor	Apogee	\$1,465.00	July 2017
Materials for Countertops	Foothill Tile & Stone	\$2,260.00	July 2017
Fabrication & installation of countertops -	Angel Mariscal	\$2,940.00	July 2017
Appliances - Washer & Dryer	Best Buy	\$2,084.00	Sept. 2017
Cabinet for Washer & Dryer	Tim Steuer	\$1,075.00	Nov. 2017
Painting	Rafael Garcia	\$500.00	Nov. 2017
Material - Sheet Metal	Industrial Metals	\$85.00	Dec. 2017
Installation	Eric Uriate	\$565.00	Dec. 2017
TOTAL		\$135,380.00	

Rehabilitation / Restoration - Electrical	Vendor	Cost	Schedule
New Panel; Remove existing wiring; Provide All new wiring, switches and lighting	Mendieta Lighting & Electrical	\$16,500.00	May 2017 - Jan. 2018
Lighting	Courtesy Lighting	\$3,680.00	Sept. 2017
	Courtesy Lighting	\$63.00	Sept 2017
	Courtesy Lighting	\$783.00	June 2018
	Lamps Plus	\$1,149.00	June 2017
	Lamps Plus	\$269.00	June 2017
General Contractor - work related to Electrical - Frame walls w/ drywall,	JPGC	\$1,500.00	May 2017
General Contractor - work related to Electrical - Wall repairs & Patching	JPGC	\$3,100.00	June 2017
Safety Requirements	Mendieta Lighting & Electrical	\$1,500.00	Sept 2018
TOTAL		\$28,544.00	

Rehabilitation / Restoration - Heating & Air Conditioning				
	Vendor	Cost	Schedule	
Clean under slab heating & air conditioning ducts	Duct Cleaning Co.	\$910.00	June 2017	
Replace Floor Registers	Home Depot	\$266.00	June 2017	
	Home Depot	\$36.00	June 2017	
	Register Resources	\$174.00	Aug. 2017	
Floor Heaters	Chuy's	\$1,599.00	May 2017	
TOTAL		\$2,985.00		

Rehabilitation / Restoration - Heating & Air Conditioning - 2028				
	Vendor	Cost	Schedule	
New Heating and Air Conditioning System		\$12,000.00	June 2028	
TOTAL		\$12,000.00		

Rehabilitation / Restoration - Exterior Painting	Vendor	Cost	Schedule
Paint all surfaces; concrete block walls, concrete roof / ceiling structures, concrete overhangs, perimeter walls and gates	Cirilo Saldivar	\$10,650.00	June 2017
TOTAL		\$10,650.00	

Rehabilitation / Restoration - Exterior Painting - 2023	Vendor	Cost	Schedule
Paint all surfaces; concrete block walls, concrete roof / ceiling structures, concrete overhangs, perimeter walls and gates		\$12,000.00	June 2024
TOTAL		\$12,000.00	

Rehabilitation / Restoration - Windows, Doors, Frames, Glass, Gates & Screens	Vendor	Cost	Schedule
Windows	Taylor Brothers	\$2,646.00	April 2017
Doors	Ganahl Lumber Co	\$2,214.00	April 2017
	California Closets	\$4,145.00	May 2017
Hardware	Arcadia Sash & Door	\$1,409.00	May 2017
	Mission West	\$980.00	June 2017
Gates - Repair	Esteban Mena	\$900.00	Aug. 2017
	Esteban Mena	\$450.00	Aug. 2017
Locks - Repair, replace, rekey	Foothill Lock & Key	\$1,210.00	July 2017
	Foothill Lock & Key	\$187.00	June 2017
	Advanced Mobile Locksmith	\$119.00	Jan. 2017
General Contractor - Install doors & windows	JPGC	\$1,430.00	May 2017
General Contractor - Repair & patch walls & damaged surfaces	JPGC	\$980.00	June 2017
General Contractor - Install door casings & moldings	JPGC	\$1,200.00	July 2017
Install Windows	Tico Tech	\$400.00	May 2017
Repair original sliding screens	Cliff's Discount Glass	\$939.00	July 2017
Replace damaged / broken glass windows & doors	Cliff's Discount Glass	\$1,068.00	April 2017
	Cliff's Discount Glass	\$483.00	June 2017
Replace original oversized sliding glass door rollers	Cliff's Discount Glass	\$520.00	Aug. 2017
Clean tracks & apply lubricant to original oversized sliding doors	Cliff's Discount Glass	\$300.00	June 2017
Glass shower doors	Cliff's Discount Glass	\$3,963.00	June 2017
Plywood	Ganahl Lumber Co	\$174.00	July 2017

Door Mouldings		Design Mouldings	\$237.00	June 2017
TOTAL			\$25,954.00	

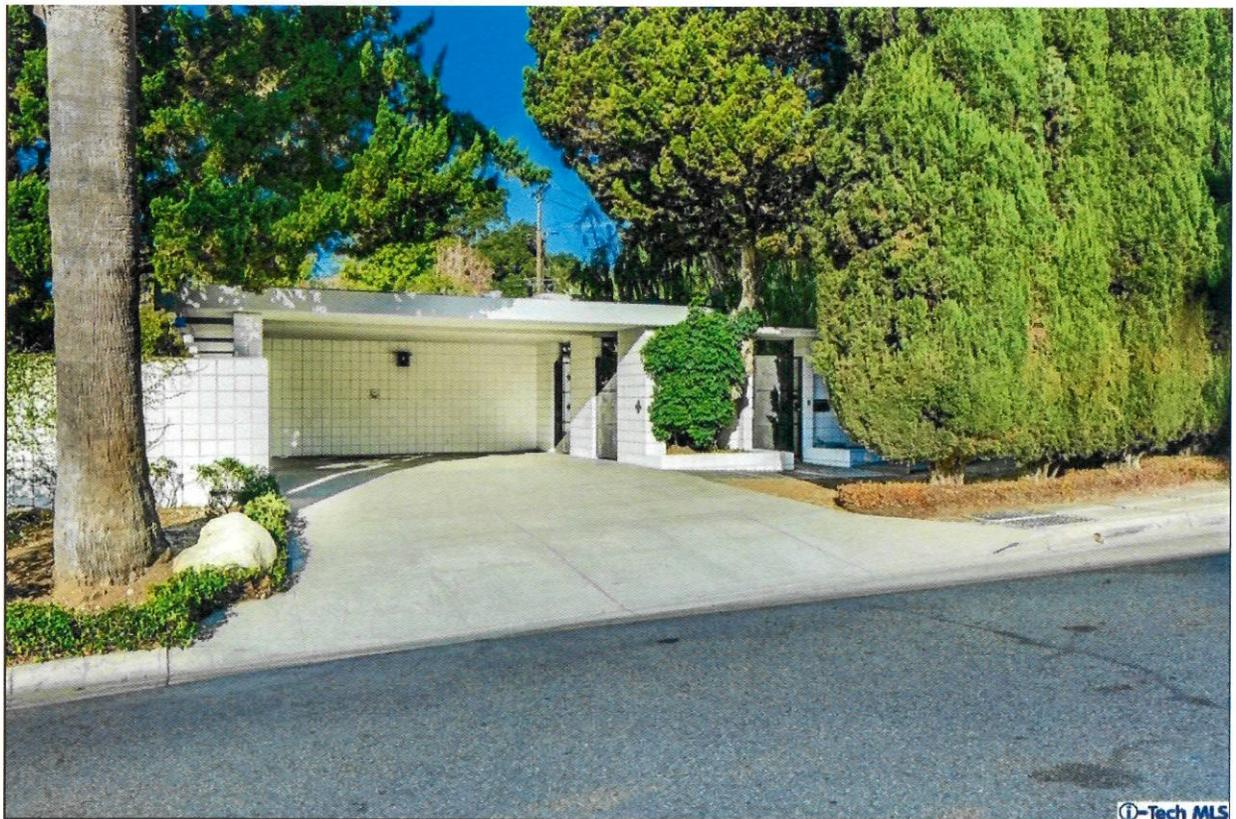
Rehabilitation / Restoration - Fireplace		Vendor	Cost	Schedule
Provide & Install 131x13 cap & dampers; Clean Chimney;	Superior Chimney	\$805.00	June 2017	
Provide new Smoke Guard	Floyd's Lee, Inc. Fireplace	\$404.00	Nov. 2017	
Inspe	Fireplace Freddie	\$300.00	Dec. 2017	
TOTAL		\$1,509.00		

Rehabilitation / Restoration - Exterior Painting / Repairs - 2018	Vendor	Cost	Schedule
Repair exterior block walls & paint near entry gate / garage; Repair & patch concrete pavement		\$1,200.00	Oct. 2018
TOTAL		\$1,200.00	

Site Photographs



Park Avenue (east elevations)



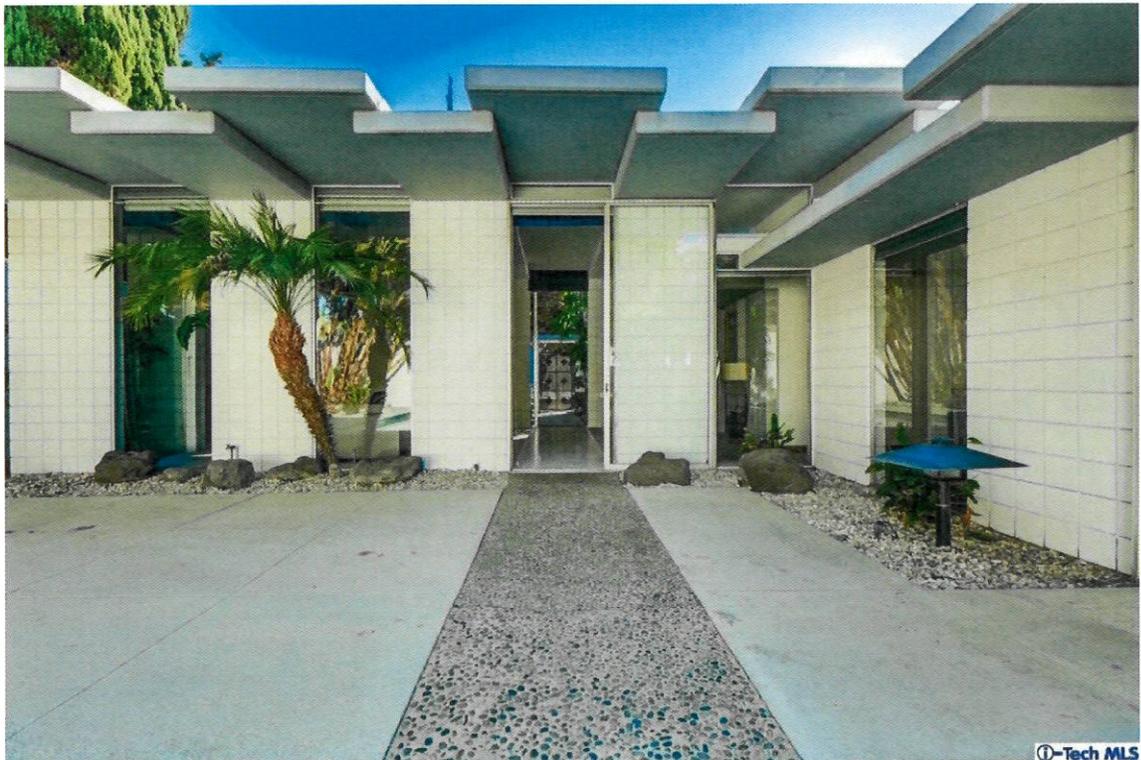


Entry-court elevations





Terrazzo tile forming a path between front and rear doors; white terrazzo hearth with inset metal fire place.



Rear garden courtyard (west elevation)



Rear garden courtyard



Alternating concrete roofline



City of Sierra Madre Agenda Report

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

Sue Spears, City Clerk
Michael Amerio City Treasurer

TO: Honorable Mayor Delmar and Members of the City Council

FROM: Vincent Gonzalez, Planning & Community Preservation Director 

REVIEWED BY: Gabe Engeland, City Manager 

DATE: December 11, 2018

SUBJECT: URGENCY ORDINANCE 1406-U OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE AMENDING TITLE 10, CHAPTER 10.24 (“STOPPING, STANDING AND PARKING”) BY AMENDING SECTION 10.24.100 (“UNLAWFUL PARKING BY PEDDLERS AND VENDORS”), AMENDING TITLE 12, CHAPTER 12.12 (OBSTRUCTION OF STREETS, SIDEWALKS AND PUBLIC PLACES”) BY AMENDING THE TITLE OF SECTION 12.12.050 (“OUTDOOR DINING”) TO READ “OUTDOOR DINING ATTACHED TO A FIXED PLACE OF BUSINESS,” AND ADDING SECTION 12.12.055 (SIDEWALK VENDORS) OF THE SIERRA MADRE MUNICIPAL CODE TO COMPLY WITH STATE REQUIREMENTS FOR THE REGULATION OF SIDEWALK VENDORS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937(B)

STAFF RECOMMENDATION

Staff recommends the City Council direct the City Attorney to introduce and give first reading by title only, waiving further reading to the following (Exhibit A) entitled:

Urgency Ordinance No. 1406-U by amending Section 10.24.100 – “Unlawful parking by peddlers and vendors” by removing the prohibition of sidewalk vending from the code section; amending the title of Section 12.12.050 (“Outdoor dining”) to read “Outdoor dining attached to a fixed place of business;” and adding a new Section 12.12.055 “Sidewalk vendors and peddlers” of the Sierra Madre Municipal Code to comply with State requirements for the regulation of sidewalk vendors and declaring the urgency thereof in accordance with Government Code Sections 36934 and 36937(b), and requiring a four-fifths (4/5) City Council vote.

ALTERNATIVES

1. The City Council can Adopt Urgency Ordinance 1406-U, imposing regulations regarding sidewalk vendors and peddlers.
2. The City Council may choose not to adopt an ordinance regulating sidewalk vending and be subject to state law on the matter, without local control.

SUMMARY

On September 17, 2018, Governor Brown signed Senate Bill No. 946 (SB 946), which establishes a new framework for regulating “sidewalk vendors” on public property. Effective January 1, 2019, the Senate Bill decriminalizes sidewalk vending and limits local regulations to those expressly provided for in the Bill or are otherwise ‘directly related to health, safety, or welfare concerns.’ Although Sierra Madre’s Municipal Code does not regulate sidewalk vendors, as the term is defined in SB 946, it does regulate “peddlers,” which applies to the same group of business operators.

While Sierra Madre’s existing regulations governing peddlers substantially complies with SB 946, Sierra Madre Municipal Code Section 10.24.100 regarding “unlawful parking by peddlers and vendors” should be amended. The title of Section 12.12.050 (“Outdoor dining”) should be amended to read “outdoor dining attached to a fixed place of business,” and adding a new Section 12.12.055 “Sidewalk vendors.”

The Urgency Ordinance under consideration would impose its own regulations, not in conflict with State law, to promote the health, safety, and welfare of its residents. Because it must go into effect prior to January 1, 2019, the ordinance is proposed as an Urgency Ordinance authorized by Government Code Sections 36934 and 36937(b), and requiring a four-fifths (4/5) City Council vote.

Staff is recommending that the City Council adopt Urgency Ordinance 1406-U, Municipal Code Text Amendment 18-03, by amending Section 10.24.100 – “Unlawful parking by peddlers and vendors” by removing the prohibition of sidewalk vending from the code section; amending the title of Section 12.12.050 (“Outdoor dining”) to read “Outdoor dining attached to a fixed place of business;” and adding a new Section 12.12.055 “Sidewalk vendors and peddlers.”

ANALYSIS

Definition of Sidewalk Vending

A “sidewalk vendor” is someone who sells food, beverages, or merchandise from nonmotorized conveyances or from his or her person from the public sidewalk or other pedestrian path. A non-motorized conveyance includes a pushcart, stand, display, pedal-driven cart, wagon, showcase, and rack. A sidewalk vendor may be stationary, operating from a fixed location, or roaming.

State Regulatory Guidelines under SB 946

A local government can no longer ban sidewalk vending outright. SB 946 expressly preempts local ordinance by requiring that any regulation of sidewalk vendors be consistent with Government Code Sections 51036-51039. Under SB 946, Sierra Madre is prevented from engaging in the following:

- Requiring a sidewalk vendor to operate within specific parts of the public sidewalk or pedestrian path. This does not limit the City's ability to prohibit sidewalk vendors located near certified farmers' markets, swap meets, or areas subject to a temporary use permit;
- Prohibiting a sidewalk vendor from selling food or merchandise in a City park, except where the City has contracted with a concessionaire for the exclusive sale of food or merchandise;
- Requiring a sidewalk vendor to obtain the consent or approval of any nongovernmental entity or person before selling food or merchandise (this may include ServSafe certification which is administered by the National Restaurant Association);
- Restricting sidewalk vendor to a designated neighborhood or other area, although the City may prohibit a stationary sidewalk vendor from operating in an exclusively residential zone, and
- Restricting the overall number of sidewalk vendors permitted to operate within the City.

As an exception to all five prohibitions, the City may impose additional regulations if it directly relates to health, safety, or welfare concerns.

The City may also regulate the time, place, and manner of sidewalk vending, including, but not limited to, any of the following:

- Restricting the hours of operation;
- Requiring maintenance of sanitary conditions;
- Complying disability access standards;
- Obtaining a use permit and/or business license;
- Possessing a valid California seller's permit for sales tax compliance;
- Requiring additional licenses from other state or local agencies as required by law;

- Requiring compliance with other generally applicable laws, and
- Providing information on vendor operations.

Sidewalk Vending Ordinance

The proposed City Council Urgency Ordinance No.1406-U (“Ordinance”), attached as Exhibit A, incorporates the permissible regulations listed above, including the following:

1. Prohibiting stationary sidewalk vending in residential areas;
2. Limiting roaming sidewalk vendors in nonresidential areas to the hours of 9:00 a.m. through 5:00 p.m., and
3. Prohibiting sidewalk vending within 500 feet of a permitted certified farmers’ market, permitted swap meet, or any area subject to a temporary use permit for the duration of the permit, among others.
4. Imposing a 50-foot distance requirement from any other sidewalk vendor.

The Ordinance also creates a detailed permitting process requiring applicants to:

1. Provide personal identification;
2. List the items they intend to sell;
3. Undergo criminal background checks, and
4. Submit evidence of health permits and seller’s permits, as required.

In addition, the Ordinance imposes a number of regulations on health, safety, and welfare grounds, including:

1. Requiring sidewalk vendors of food or beverages to wear a hairnet and food service gloves;
2. Preventing sidewalk vendors from emitting loud, unnecessary or unusual noises;
3. Prohibiting sidewalk vendors from leaving their equipment within the public right-of-way;
4. Requiring sidewalk vendors to display their vending permits, and
5. Preventing sidewalk vending on public rights-of-way with a slope greater than five percent.

Administrative Services will administer the sidewalk vendor ordinance through the issuance of a sidewalk vendor permit and business license. Enforcement will be administered through code enforcement.

Vendors in violation of the requirements stipulated in the ordinance including operating without a permit or in violation of a permit is punishable by an administrative citation set by a graduated schedule of fines set at the maximum levels allowed by state law.

The City intends to adopt this Ordinance before SB 946 takes effect on January 1, 2019. An Urgency Ordinance, adopted by a 4/5th vote under Government Code Section 36937(b) takes effect upon adoption.

FINANCIAL REVIEW / SOURCE OF FUNDING

The Public Works Department will administer and enforce the Ordinance proposed sidewalk vending program. Permit fees, to be set by the City Council by resolution, which can be set at a level sufficient to recover the City's costs from processing and providing permits.

ENVIRONMENTAL (CEQA)

The City Council hereby finds that adoption of the amendments qualify for an exemption from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) and Section 15378(b)(5) of the California Code of Regulations. Staff recommends that the City Council finds that there is no possibility that the adoption of this sidewalk vending ordinance and its amendments to its peddling ordinance may have a significant effect on the environment.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. A summary of Urgency Ordinance 1406-U was posted and included in the newspaper notice and published in the December 1, 2018 edition of Mountain Views News. Copies of this report are available at the City Hall public counter, at the Sierra Madre Public Library, and can be accessed on the City's website at www.cityofsierramadre.com.

Attachments:

Attachment A: City Council Ordinance 1406-U

ATTACHMENT A

ORDINANCE NO. 1406-U

URGENCY ORDINANCE 1406-U OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE AMENDING TITLE 10, CHAPTER 10.24 (“STOPPING, STANDING AND PARKING”) BY AMENDING SECTION 10.24.100 (“UNLAWFUL PARKING BY PEDDLERS AND VENDORS”), AMENDING TITLE 12, CHAPTER 12.12 (OBSTRUCTION OF STREETS, SIDEWALKS AND PUBLIC PLACES”) BY AMENDING THE TITLE OF SECTION 12.12.050 (“OUTDOOR DINING”) TO READ (“OUTDOOR DINING ATTACHED TO A FIXED PLACE OF BUSINESS,”) AND ADDING SECTION 12.12.055 (“SIDEWALK VENDORS”) OF THE SIERRA MADRE MUNICIPAL CODE TO COMPLY WITH STATE REQUIREMENTS FOR THE REGULATION OF SIDEWALK VENDORS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937(B)

WHEREAS, on September 17, 2018, Governor Brown signed Senate Bill No. 946 (“SB 946”), adding sections 51036–51039 to the Government Code; and

WHEREAS, SB 946 decriminalizes sidewalk vending and limits local regulations to those expressly provided for in the bill or are otherwise “directly related to health, safety, or welfare concerns”; and

WHEREAS, SB 946 only applies to sidewalk vending in public sidewalks or paved pedestrian paths; private rights-of-way are still subject to private and local control; and

WHEREAS, although the Sierra Madre Municipal Code does not regulate “sidewalk vendors”, as that term is defined in SB 946, it does regulate “peddlers” (SMMC 110.24.100b), which may include sidewalk vendors; and

WHEREAS, the City desires to adopt a sidewalk vending ordinance and make other necessary amendments to the Sierra Madre Municipal Code to ensure compliance with state law, before SB 946 takes effect on January 1, 2019; and

WHEREAS, it is in the interest of the public peace, health, and safety of the City’s residents to regulate sidewalk vending to ensure compliance with the City’s permitting process; and

WHEREAS, Government Code Section 36937 generally provides that ordinances and ordinance amendments take effect thirty days after their adoption; and

WHEREAS, Government Code Section 36937(b), however, authorizes the City Council to adopt urgency ordinances that are effective immediately, when necessary, for the immediate preservation of public peace, health, or safety, provided such ordinances are approved by four-fifths (4/5) vote of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Urgency Findings: The City Council finds as follows, pursuant to Government Code Section 36937(b):

- A. There is currently no language in the Sierra Madre Municipal Code that regulates sidewalk vendors as the term is defined in SB 946 as codified in Government Code section 51036-51039 to Part 1 of Division 1 of Title 5.
- B. The provisions of SB 946 take effect on January 1, 2019, and require the City to abide as of that date with its requirements governing review and approval of sidewalk vendors.
- C. Without adopting these amendments via an urgency ordinance, there will not be any provisions in the Sierra Madre Municipal Code that fully implement the requirements as stipulated through state law to review and approve applications for sidewalk vendors, meaning that the City would not be able to impose restrictions on such use, including standards that protect the City's aesthetic and visual character, preserve its existing community character, and protect the public's health and safety. Accordingly, the adoption of this Urgency Ordinance is necessary to immediately preserve the public peace, health, and safety, pursuant to Government Code Section 36937(b).

SECTION 3. Municipal Code Amendment. Section 10.24.100 ("Unlawful Parking by Peddlers and Vendors") of Chapter 10.24 entitled ("Stopping, Standing and Parking") of Title 10 ("Vehicles and Traffic") is hereby amended as follows:

10.24.100 - Unlawful parking by peddlers and vendors.

- A. Except as otherwise provided in this section, no person shall stand or park any vehicle, wagon or pushcart from which goods, wares, merchandise, fruits, vegetables or food-stuffs are sold, displayed, solicited or offered for sale or bartered or exchanged, or any lunch wagon or eating car or vehicle, on any portion of any street within the city ~~for more than one hour, except that such vehicles, wagons, or pushcarts may stand or park only at the request of a bona fide purchaser for a period of time not to exceed ten minutes at any one place.~~ The provisions of this subsection shall not apply to persons delivering such articles upon order of, or by agreement with a customer from a store or other fixed place of business or distribution.
- B. No person shall park, stand or maintain any lunch wagon, eating cart, or any other food vending vehicle or conveyance, in or upon any public street or other public property within four hundred feet of any property line of any property upon which a public school is located.
- C. No person shall park, stand or maintain an ice cream vending vehicle or other child oriented vending vehicle in or upon any street unless the vehicle is equipped at the front and rear with roof mounted flashing amber or yellow lights. These lights shall

remain flashing during every service stop. Additionally, each vehicle shall have a sign "caution/children" in six inch high letters across the rear.

D. The prohibitions under this section do not apply to a sidewalk vendor operating on a public sidewalk or paved pedestrian path who has been issued a sidewalk vending permit in compliance with section 12.12.055.

SECTION 4. Municipal Code Amendment. Section 12.12.050 ("Outdoor dining") of Chapter 12.12 entitled ("Obstruction of streets, sidewalks and public places") of Title 12 ("Streets, sidewalks and public places") the "title" is amended herein to read as follows:

12.12.050 – Outdoor dining attached to a fixed place of business.

SECTION 5. Section 12.12.055 entitled "Sidewalk vendors" is added herein to Chapter 12.12 ("Obstruction of streets, sidewalks and public places") of Title 12 ("Streets, sidewalks and public places") to read as follows:

12.12.055 – Sidewalk vendors.

A. Purpose.

The purpose and intent of the city council in enacting the provisions of this chapter are to:

1. Promote and protect the health, safety, comfort, convenience and general welfare of the City's residents and businesses;
2. Establish standards in accordance with applicable state regulations, including, without limitation, Senate Bill 946, for the orderly operation of sidewalk vendors in the city;
3. Establish regulations for the operation of sidewalk vendors to preserve the visual aesthetic and other characteristics of the city by reducing, to the greatest extent feasible, adverse impacts on nearby properties and the community as a whole; to assure compatibility with properties adjacent to such uses; and, to protect the general health, safety, welfare, and quality of life of the residents of the city;
4. Prohibit the operation of stationary sidewalk vendors within residential zones, and
5. Regulate the operation of sidewalk vendors in nonresidential zones.

B. Definitions.

In addition to the other definitions used in this title, the following words and phrases shall have the following meanings when used in this chapter unless the context clearly requires otherwise:

“Food or food products” means any type of edible substance or beverage.

“Stationary sidewalk vendor” means a sidewalk vendor who vends from a fixed location.

“Sidewalk vendor or peddler” means someone who sells food or merchandise from nonmotorized conveyances, from his or her person, or from the public sidewalk or paved pedestrian path.

C. Sidewalk Vending Program.

1. Only sidewalk vendors with valid sidewalk vending permits issued by Administrative Services may vend upon the city’s public sidewalk or paved pedestrian path.
2. A sidewalk vending permit shall be valid for a period of one calendar year, unless sooner revoked or abandoned as set forth in this chapter.
3. To apply for a sidewalk vending permit or a renewal of a sidewalk vending permit, the applicant must provide:
 - a. A completed application form containing:
 - 1) Their name and mailing address;
 - 2) Description of the food or merchandise offered for sale or exchange;
 - 3) If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal and any owners of the company, partnership, or corporation; and
 - 4) Certification that the information is true to his or her knowledge and belief.
 - b. A copy of a California’s driver’s license or identification number, an individual taxpayer identification number, or a social security number. Such information is not a public record and will remain confidential as required by Government Code section 51038(c)(4).
 - c. A copy of a valid California Department of Tax and Fee Administration seller’s permit, as required.
 - d. A copy of a valid Mobile Food Permit issued by the Los Angeles County Department of Public Health, as required.
 - e. A City of Sierra Madre Business License.
4. To ensure the safety of residents and the merchantability of products sold by vendors without a fixed place of business, the city requires all sidewalk vending applicants to undergo a fingerprinting background check and to submit the results to the city as an attachment to their application.

5. The sidewalk vending permit application shall require the applicant to agree, in writing, to comply with all the provisions of this chapter and all applicable provisions of the Sierra Madre Municipal Code.

D. General Regulations.

1. To maintain accessibility standards for the city's disabled residents, every sidewalk vendor operating on any sidewalk or public sidewalk or paved pedestrian path must ensure that no obstruction is placed in the public sidewalk or paved pedestrian path that would reduce the width of the sidewalk or paved pedestrian path to less than forty-eight (48) inches, exclusive of the top of the curb.
2. To prevent food-borne illness and protect the health and safety of the city's residents, every sidewalk vendor selling any food or beverage is required to wear a hairnet and food service gloves.
3. To prevent dangerous distractions and promote the general welfare of the city's residents, sidewalk vendors emitting any loud, unnecessary and unusual noises must comply with the general noise regulations as stipulated in Chapter 9.32.100 of the Sierra Madre Municipal Code.
4. A sidewalk vending permit does not provide an exclusive right to operate within any specific portion of the public right-of-way.
5. No equipment or objects used for sidewalk vending purposes left or maintained in public spaces or in any portion of the public right-of-way will be considered discarded and may be seized or disposed of by the city.
6. To facilitate the enforcement of this chapter, every sidewalk vendor must display their city-issued sidewalk vending permit on the street-side portion of their pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance when operating on the public sidewalk or paved pedestrian path.
7. To prevent unintended rolling or slipping, a sidewalk vendor is prohibited from operating a pushcart, pedal-driven cart, wagon, or other nonmotorized conveyance on a public sidewalk or paved pedestrian path with a slope greater than five percent.
8. No sidewalk vendor shall obstruct access to or from any business, entrance, public water fountain or other public facility, adjacent to the public sidewalk or paved pedestrian path.

E. Specific Regulations

1. Sidewalk vending hours' limitations in areas zoned for nonresidential use will be as restrictive as any limitations on hours of operation imposed on other businesses or uses on the same street.
2. Sidewalk vending is limited to the hours of 9:00 a.m. through 5:00 p.m. for areas that are exclusively nonresidential.
3. Stationary sidewalk vendors are prohibited from operating in areas that are exclusively residential.
4. A stationary sidewalk vendor is prohibited from operating in a city park if the City has entered into exclusive agreements for the sale of food or merchandise by one or more concessionaires for that city park.
5. A sidewalk vendor is prohibited from operating within five-hundred (500) feet of a permitted certified farmers' market, a permitted swap meet, or any area subject to a temporary use permit for the duration of the permit.
6. A sidewalk vendor shall maintain a distance of 50 feet from any other sidewalk vendor.

F. Violation— Administrative Citation

1. Every person violating any other provision of this chapter is guilty of a code violation punishable by an administrative citation not to exceed:
 - a. One hundred dollars (\$100.00) for a first violation; or
 - b. Two hundred dollars (\$200.00) for a second violation within one year of the first violation; or
 - c. Five hundred dollars (\$500.00) for each additional violation within one year of the first violation.
 - d. The Public Works Director may rescind a sidewalk vendor permit for the remaining term of the permit upon a fourth or subsequent violation of this chapter.
2. Every person vending without a sidewalk vending permit is guilty of a violation punishable by an administrative citation pursuant to the procedures set forth in Section 1.18.090 – Administrative Citations, in an amount not to exceed:
 - a. Two hundred fifty dollars (\$250.00) for a first violation; and
 - b. Five hundred dollars (\$500.00) for a second violation within one year of the first violation; and

- c. One thousand dollars (\$1,000.00) for each additional violation within one year of the first violation.
3. Failure to pay an administrative fine is not punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized will not be assessed. However, the City may levy a lien on the violator's real or personal property, including the vehicle used for vending purposes.
4. A violation of this article constitutes a separate and distinct violation for each day that it exists and each such violation may be subject to the maximum fine permitted under this chapter.
5. Upon proof of a valid permit issued by the local authority, the administrative fines set forth in this paragraph shall be reduced to the administrative fines set forth in paragraph (1), respectively.
6. Ability-to-Pay Determination
 - a. In addition to the applicable procedures set forth in 1.18.090, any fine issued under subsection (f)(1) or (f)(2) above will be accompanied with a notice of and instruction regarding the right to request an ability-to-pay determination.
 - b. If the requestor is receiving public benefits under Government Code Section 68632(a), or has a monthly income which is 125 percent or less than the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services, the public works director will limit the total amount of the requestor's administrative fine to 20 percent of the total."

SECTION 4. Continuity. To the extent the provisions of this ordinance are substantially the same as previous provisions of the Sierra Madre Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

SECTION 5. Severability.

If any part of this chapter is declared to be invalid or unenforceable, the city council declares that such invalidity shall be severable, and that it would have adopted every other provision hereof without regard to such invalidity.

SECTION 6. CEQA Finding. The City Council hereby finds that adoption of the amendments qualify for an exemption from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations as it can

be seen with certainty that there is no possibility that the adoption of this Ordinance may have a significant effect on the environment because the City will impose standards to properly regulate sidewalk vending that comply with State requirements that promote the health and safety of the general public. Therefore, the City Council concludes that the amendments to regulate "sidewalk vendors" and "peddlers" will not have a significant effect on the environment.

SECTION 7. Effective Date. This ordinance is adopted by the City Council and shall take effect 30 days after adoption. This Ordinance and the City Clerk's certification, together with proof of publication, shall be entered in the Book of Ordinances of the City Council.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED, this ____ day of _____, 2018

Denise Delmar, Mayor

ATTEST:

APPROVED AS TO FORM:

Sue Spears, City Clerk

Teresa L. Highsmith, City Attorney

I, Sue Spears, City Clerk of the City of Sierra Madre, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Sierra Madre held on the ____ day of _____ 2018, and was adopted at its regular meeting of _____, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:



City of Sierra Madre Agenda Report

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

Sue Spears, City Clerk
Michael Amerio City Treasurer

TO: Honorable Mayor Delmar and Members of the City Council

FROM: Vincent Gonzalez, Planning & Community Preservation Director *VG*

PREPARED BY: Clare Lin, Associate Planner *CL*

REVIEWED BY: Gabe Engeland, City Manager *GE*

DATE: December 11, 2018

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA ESTABLISHING AN INTERIM MORATORIUM PURSUANT TO GOVERNMENT CODE SECTION 65858 PROHIBITING "SHARED MOBILITY DEVICES."

STAFF RECOMMENDATION

Staff recommends adoption of Urgency Ordinance No. 1407-U of the City Council of the City of Sierra Madre, California establishing an interim moratorium pursuant to government code section 65858 on the prohibition of shared mobility devices from being placed, abandoned, or offered for use in the public right-of-way or on public property, and declaring the urgency thereof.

ALTERNATIVES

1. The City Council can adopt Urgency Ordinance 1407-U establishing an interim moratorium for 45 days prohibiting shared mobility devices and directing staff to study the relevant arguments for and against the use of shared mobility devices and update the relevant provisions of the Municipal Code to implement regulations taking into account the public health, safety, and welfare of the residents and visitors to Sierra Madre.
2. Take no action – retaining the language in the zoning code.

SUMMARY

The interim moratorium as drafted prohibits shared mobility devices from being placed, abandoned, or offered for use in the public right-of-way or on public property. The intent of this action is to be proactive, to minimize City exposure to the problems associated with current trends in active transportation prior to having the devices proliferate in Sierra

Madre as an unregulated land use and public nuisance. Prohibiting the devices now, will allow staff time to research this topic in greater detail and bring back an ordinance to regulate shared mobility devices, taking into account the public health, safety, and welfare of the residents and visitors to Sierra Madre.

If Council determines permanent prohibition is the appropriate policy decision, staff will return with an ordinance prohibiting shared mobility devices from being abandoned or offered for use in the public right-of-way or on public property, by establishing appropriate regulations including a purpose statement, definition, and violations.

If Council determines to allow shared mobility devices, staff will return with an ordinance to regulate such use and to develop a limited term shared mobility pilot program to facilitate the use of shared mobility devices.

ANALYSIS

The City of Sierra Madre has observed that there has been an unforeseen proliferation of shared mobility devices with "dockless" technology that operate in the public right-of-way and park in the public sidewalk and pedestrian paths throughout the San Gabriel Valley and in unincorporated locations in the County of Los Angeles. Shared mobility devices consist of electric scooters and motorized or non-motorized bicycles. Although these devices provide additional mobility and transit options, various communities are experiencing impacts from the use and misuse of such devices. These issues include: obstructing vehicle and pedestrian access; reduced sidewalk area to accommodate parking of such devices, and general proliferation of urban clutter. There appears to be aggressive competition among the operators leading to oversupply; use of public land for private purposes; potential public liabilities; abandonment; conflicts between bicycle/scooter—pedestrian and vehicle; and increased demand on enforcement resources. These shared mobility devices (primarily electronic scooters), have been launched in communities absent contracts, permits, or business licenses.

The California Vehicle Code (CVC) regulates the operation of motorized devices on the public right-of-way. CVC defines "A 'motorized scooter' is any two-wheeled device that has handlebars, has a floorboard that is designed to be stood upon when riding, and is powered by an electric motor. This device may also have a driver seat that does not interfere with the ability of the rider to stand and ride and may also be designed to be powered by human propulsion." The CVC further states that a motorized scooter shall not be operated:

1. on streets with a speed limit over 25 mph;
2. without wearing a safety helmet;
3. by minors without a driver's license or instruction permit;
4. by anyone with a passenger;
5. by anyone carrying a package in at least one hand; and
6. on sidewalks.

Sierra Madre Municipal Code does not currently define and regulate shared mobility devices. The following analysis highlights the possible amendments specific to the prohibition of shared mobility devices.

1. Purpose.

The purpose of this section is to prohibit shared mobility devices from being placed in the public right-of-way or on public property, or offered for use anywhere in the City, so as to allow for adequate pedestrian traffic flow and to promote the public health, safety and welfare of the City.

2. Definition.

“Shared mobility device” means any wheeled device, other than an automobile or motorcycle, that is powered by a motor or other power source, or to be powered by human propulsion; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method; is operated by a private entity that owns, manages, and maintains devices for shared use by members of the public; and is available to members of the public in unstaffed, self-service locations, except for those locations which are designated by the City.

3. Prohibition.

- A. It is unlawful to park, leave standing, leave lying, abandon, or otherwise place a shared mobility device in a public right-of-way or on public property anywhere within the City.
- B. It is unlawful to provide or offer for use a shared mobility device anywhere within the City.

4. Violations.

Any violation of this section is declared to be a public nuisance and is further subject to the administrative citation and criminal enforcement provisions of this code. Police officers, those City employees designed by the City Manager, and any party contracted by the City to specifically impound shared mobility devices are authorized to impound any shared mobility device that has been offered for use, abandoned and/or placed in a public right-of-way or on public property in violation of this section. Impound of any device shall be subject to a storage fee established by City Council through separate resolution.

FINANCIAL REVIEW / SOURCE OF FUNDING

There are no fiscal implications associated with the recommended action. Staff time was incurred in the preparation of the report.

ENVIRONMENTAL (CEQA)

The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance, and establishment of a moratorium hereby, may have a significant effect on the environment, because the moratorium will impose a prohibition of shared mobility devices from being abandoned, or offered for use in the public right-of-way, on public property or anywhere in the City that will protect the aesthetic character of Sierra Madre, thereby serving to reduce potential significant adverse environmental impacts. The adoption of this ordinance is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. A summary of the Ordinance was posted and included in the newspaper notice and published in the December 29, 2018 edition of Mountain Views News. Copies of this report are available at the City Hall public counter, at the Sierra Madre Public Library, and can be accessed on the City's website at www.cityofsierramadre.com.

Attachment A: Interim Moratorium – Ordinance 1407-U

ORDINANCE NO. 1407-U

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA ESTABLISHING AN INTERIM MORATORIUM PURSUANT TO GOVERNMENT CODE SECTION 65858 ON THE PROHIBITION OF SHARED MOBILITY DEVICES FROM BEING PLACED, ABANDONED, OR OFFERED FOR USE IN THE PUBLIC RIGHT-OF-WAY OR ON PUBLIC PROPERTY, AND DECLARING THE URGENCY THEREOF

Section 1. Legislative Findings. The City Council of the City of Sierra Madre hereby makes the following findings in support of this interim ordinance.

WHEREAS, the City of Sierra Madre has observed that there has been an unforeseen proliferation of shared mobility devices with "dockless" technology that operate in the public right-of-way and park in the public sidewalk and pedestrian paths throughout the San Gabriel Valley and in unincorporated locations in the County of Los Angeles creating serious safety concerns; and

WHEREAS, the City of Sierra Madre recognizes that these devices provide additional mobility and transit options, various communities are experiencing impacts from the use and misuse of such devices. These issues include: obstructing vehicle and pedestrian access; reduced sidewalk area to accommodate parking of such devices, and general proliferation of urban clutter throughout various zoning districts; and

WHEREAS, there appears to be aggressive competition among the operators leading to oversupply; use of public land for private purposes; potential public liabilities; abandonment; conflicts between bicycle/scooter—pedestrian and vehicle; and increased demand on enforcement resources. These shared mobility devices (primarily electronic scooters), have been launched in communities absent contracts, permits, or business licenses; and

WHEREAS, the intent of this action is to be proactive, to minimize City exposure to the problems associated with current trends in active transportation prior to having the devices proliferate in the City of Sierra Madre; and

WHEREAS, the City intends to study the relevant arguments for and against the land use of shared mobility device and will accordingly update the relevant provisions of the Municipal Code to implement regulations taking into account the public health, safety, and welfare of the residents and visitors to Sierra Madre; and

WHEREAS, these issues constitute a current and immediate threat to the public health, safety, and welfare, within the meaning of Government Code Section 65858, and

WHEREAS, Government Code Section 65858, a provision of the State Planning and Zoning Law, authorizes an interim, urgency ordinance to prevent a proliferation of unregulated shared mobility devices in all zoning districts in the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE FURTHER FINDS that the adoption of this Ordinance is necessary to protect the public safety, health and welfare by ensuring the proper regulation of shared mobility device businesses and uses and that it should adopt this interim moratorium as authorized by Government Code Section 65858.

THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES ORDAIN AS FOLLOWS:

Section 2. Notwithstanding any provision of the Sierra Madre Municipal Code or any other ordinance of the City of Sierra Madre, and except as otherwise provided in this Ordinance, so as to allow adequate pedestrian traffic flow and to promote the public health, safety, and welfare of the residents and visitors to Sierra Madre, the City prohibits any entity, business, or corporation from offering any shared mobility device anywhere in the City or cause such devices to be abandoned in the public right-of-way, or on public property.

Section 3. For purposes of this Ordinance the following definition shall apply:

"shared mobility devices" means any wheeled device, other than an automobile or motorcycle, that is powered by a motor or other power source, or to be powered by human propulsion; is accessed via an on-demand portal, whether a smartphone application, membership card, or similar method; is operated by a private entity that owns, manages, and maintains devices for shared use by members of the public; and is available to members of the public in unstaffed, self-service locations, except for those locations which are designated by the City.

Section 4. The provisions of Section 2 of this Ordinance shall apply to the following:

Prohibition.

1. It is unlawful to park, leave standing, leave lying, abandon, or otherwise place a shared mobility device in a public right-of-way or on public property anywhere within the City.
2. It is unlawful to provide or offer for use a shared mobility device anywhere within the City.

Section 5. For the purposes of this ordinance, any violation Sections 2 and 4 is declared to be a public nuisance and is further subject to the administrative citation and criminal enforcement provisions of this code.

Violations.

Police officers, those City employees designated by the City Manager, and any party contracted by the City to specifically impound shared mobility devices are authorized to impound any shared mobility device that has been offered for use, abandoned and/or placed in a public right-of-way or on public property in violation of this chapter. Impound of any device shall be subject to a storage fee established by City Council through separate resolution.

Section 6. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance, and establishment of a moratorium hereby, may have a significant effect on the environment, because the moratorium will impose a prohibition of shared mobility devices from being abandoned, or offered for use in the public right-of-way, on public property or anywhere in the City that will protect the aesthetic character of Sierra Madre, thereby serving to reduce potential significant adverse environmental impacts. The adoption of this ordinance is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

Section 7. Severability. Should any provision of this Ordinance, or its application to any person, parcel or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person, parcel or circumstance and, to that end, the provisions hereof are severable.

Section 8. Effective Date. This Ordinance is adopted by a 4/5 vote of the Sierra Madre City Council, shall take effect immediately upon its adoption as provided by Government Code Section 65858, and shall be of no further force at 11:59 p.m. on January 25, 2019, unless extended or terminated by further action of the City Council.

Section 9. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED, this 11th day of December 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Denise Delmar

ATTEST:

APPROVED AS TO FORM:

Sue Spears, City Clerk

Teresa L. Highsmith, City Attorney



City of Sierra Madre Agenda Report

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

*Sue Spears, City Clerk
Michael Amerio, City Treasurer*

TO: Honorable Mayor Delmar and Members of the City Council

FROM: Teresa L. Highsmith, City Attorney

DATE: December 11, 2018

SUBJECT: Consideration of Employment Agreement Amendment for City Manager, Gabriel Engeland Adjusting Annual Salary to \$200,000

RECOMMENDATION

It is recommended by the City Councilmember subcommittee that the City Council approve the First Amendment to the Employment Agreement for Gabriel Engeland to increase his annual salary to \$200,000.

ALTERNATIVES

1. The Council may approve the First Amendment to the Employee Agreement for Gabriel Engeland by increasing his annual salary by \$200,000.
2. The Council may determine that a different salary adjustment is appropriate.
3. The Council may defer consideration of a salary increase to a future meeting.

SUMMARY

Pursuant to the recommendation of the City Councilmember subcommittee of Councilmembers Capoccia and Goss, the City Council will consider approval of the First Amendment to Employment Agreement for Gabriel ("Gabe") Engeland, adjusting his annual salary to \$200,000, effective as of the beginning of the current payroll period November 25, 2018.

ANALYSIS

The first year of Gabe Engeland's appointment as City Manager has been focused on increased efficiency at the staff level to provide sustainable and, where possible, enhanced customer service to the community within the parameters of the City's budget. To accomplish this, Mr. Engeland initiated a "zero based" budget process for the fiscal year 2017-2018 budget, which not only eliminated spending down the City's

General Fund reserves, but is expected to end the 2018 fiscal year with a budget surplus of \$2.3 million when compared to the previous fiscal year budget. Of this anticipated \$2.3 million surplus, approximately \$1.4 million represents surplus to the General Fund. Additionally, utilizing and leveraging General Fund savings, the City Council approved making a pre-payment to CalPERS toward the City's unfunded accrued pension liability upon the recommendation of Mr. Engeland, thereby saving the City approximately \$6.9 million in interest over the lifetime of the obligation, and further reducing the annual budget by \$250,000 in payments to CalPERS beginning in the 2018/2019 fiscal year. And with the Council-approved refinancing of the City's water debt—which also eliminated a “balloon payment,” the City's rate payers will save over \$1 million over the term of the water loan.

In total, staff estimates that these City Council actions amount to savings to the tax payers and water rate payers of more than \$10 million over the life of the obligations.

In the context of these accomplishments, Mr. Engeland's annual Performance Evaluation was undertaken, and the City Council formed a subcommittee to determine an appropriate salary adjustment for Mr. Engeland after an exemplary first year of performance as Sierra Madre's City Manager. The subcommittee recommends that an appropriate adjustment for exemplary performance for a city manager would be similar to two steps of a civil service employee classification range, where each step represents a 5% adjustment. The recommended annual salary adjustment from \$182,000 to \$200,000 represents approximately 9.1%, which is a more modest adjustment than the 10% increase for a similarly situated civil service employee.

It is also recommended that the salary adjustment be made retroactive to the beginning of the current pay period, for the ease of payroll calculations.

It is noted that because Mr. Engeland is a “new” employee under PEPRA regulations, that the City is not required to pay pension premiums on any amount of compensation which exceeds the current PERS cap for agency members which do participate in Social Security. For 2019 that cap is \$145,666; accordingly, the City has no additional pension liability for any amount paid to Mr. Engeland above the PERS cap.

FINANCIAL REVIEW

Council members John Capoccia and Gene Goss (Council member subcommittee), with the aid of the City Attorney, have negotiated the attached First Amendment to Employment Agreement for City Manager Gabe Engeland. Mr. Engeland's existing Employment Agreement is for a five year term, which began on January 24, 2017. The First Amended Agreement will increase his annual salary of \$182,000 to \$200,000; no other changes are proposed. The net fiscal impact is an increase of approximately \$9,000 for the current fiscal year, and \$18,000 for the 2019/2020 fiscal year. Because

Mr. Engeland is a “new” member under CALPERS, there is no increase in the City’s PERS premium as a result of this salary adjustment.

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.

Attachments

1. Employment Agreement
2. First Amendment to Employment

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 24th day of January 2017, by and between the CITY OF SIERRA MADRE, California, a Municipal Corporation, hereinafter called the "City", and Gabriel Engeland, hereinafter called "Employee."

RECITALS

A. City desires to employ the services of Employee in the position of permanent City Manager, and Employee desires employment as City Manager of the City;

B. The City Council desires to:

- (1) Retain the services of Employee;
- (2) Encourage the highest standards of fidelity and public service on the part of Employee;
- (3) Provide an appropriate means for terminating Employee's employment and this Agreement when City may desire to do so; and,

C. The parties further desire to establish the Employee's conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. **Duties.** City hereby employs Employee as City Manager of City and Executive Director of the Successor Agency to the former Sierra Madre Community Redevelopment Agency to perform the functions and duties of the City Manager and Executive Director as specified in City's Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign to Employee. Employee agrees to devote Employee's full time and effort to the performance of this Agreement and to remain in the exclusive employ of City and not to become otherwise employed while this Agreement is in effect without the prior written approval of the City Council.

2. **Hours of Work.** Employee is an exempt employee and is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. Employee shall maintain a regular work schedule consistent with that approved by the City Council for other management employees of the City. The City currently implements a 9/80 workweek (i.e., nine (9) hours per day and/or either (80) hours per every two weeks for such employees.) Employee's duties may involve expenditures of time in excess of nine (9) hours per day and/or eighty (80) hours per every two weeks, and may also include time outside normal office hours such as attendance at City Council meetings, community meetings or events, and meetings with other government officials. Employee shall not be entitled to additional compensation for such time.

3. **Term.** This Agreement shall be effective January 24, 2017 and will remain in force and effect until terminated as provided herein, Employee resigns or Employee dies or becomes incapacitated or otherwise unable to perform the duties hereunder. Subject to the termination rights provided herein, it is the intention of the parties that this will be a long-term relationship lasting at least 5 years. Employee's official start date for purposes of beginning employee's compensation pursuant to paragraph 4 and 5 is March 13, 2017.

4. **Salary.** City shall pay Employee for the performance of Employee's duties as City Manager under this Agreement an annual salary of \$182,000, payable in bi-weekly installments pursuant to an approved salary schedule, less customary and legally required payroll deductions. Employee shall be exempt from paid overtime compensation and from Social Security taxes, other than the mandatory Medicare portion of such taxes. Salary and/or benefit adjustments may be considered by the City Council annually in conjunction with Employee's annual performance evaluation pursuant to Paragraph 12 of this Agreement.

5. **Auto Allowance.** City shall provide Employee a monthly auto allowance of \$500, which Employee acknowledges shall be subject to taxation. Pursuant to Government Code Section 7522.34, reimbursement for use of one's private vehicle through an auto allowance is not considered pensionable compensation; accordingly, City shall not include the monthly payment of auto allowance in employee's salary for purposes of PERS reporting. Except as expressly provided herein, Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair and replacement of any personal automobile he may use in the conduct of the City's business.

6. **Retirement and Deferred Compensation.** The City shall pay the employer's share of the PERS retirement contribution as actuarially determined by PER for each fiscal year. Employee is considered a "new" member of PERS, and a retirement benefit level of 2% at 62 is applicable under the Public Employees' Pension Reform Act of 2012. Employee shall be responsible for paying 50% of the normalized cost of his pension, as actuarially determined by PERS for each fiscal year. City shall also make available to Employee a qualified deferred compensation program under Internal Revenue Code Section 457 and will match any contributions Employee may make to that plan up to 1.5% of salary.

7. **Medical, Dental and Vision Insurance.** Subject to the limit applicable to other members of the management group, City shall pay the monthly premiums for medical, dental and vision insurance for Employee and Employee's dependents in an amount sufficient to cover most plans offered by the City and not less than the amount afforded department heads. If Employee elects not to participate in the City's medical plan, the City will pay the amount in lieu of benefits as set forth in its Terms & Conditions of Employment for Executive Management Employees, as it may be amended from time to time, ("TCE") to Employee as additional taxable compensation.

8. **Life Insurance, Disability Insurance.** City will provide Employee with \$100,000 term life insurance and accidental death coverage at City's cost. Employee shall also receive short and long-term disability insurance coverage to the same extent that such coverage is afforded executive management employees, as set forth in the TCE.

9. Relocation Assistance. To assist Employee in relocating to the City, City shall pay on a one-time basis:

- b) The lesser of \$5,000 or three month's rent to assist Employee in obtaining housing within a reasonable response time to City; and
- a) The lesser of \$5,000 or the actual cost to pack, transport and unpack the household belongings of Employee and his family.

10. General Expenses. City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses that are authorized by the City budget, submitted to the City Council for approval and that are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City.

11. Official and Professional Development Expenses. City shall pay reasonable sums for professional dues and subscriptions for Employee necessary in the judgement of the City Council, for Employee's continued participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Employee and for the good of the City, such as the League of California Cities and the International City/County Management Association. Notwithstanding the foregoing, the City Council shall have discretion to establish appropriate amounts, in the annual City budget or otherwise, of official and professional development expenses and travel costs.

12. Performance Evaluation. The City Council shall review and evaluate the Employee's performance at least once annually ("annual performance evaluation"). It shall be the Employee's responsibility to initiate this review each year.

During the first 30 days of employment Employee and the City Council will meet to develop an initial transition plan, which will be a basis for the Employee's initial performance evaluation. Employee shall initiate and schedule an initial performance evaluation to take place six months after Employee's services for the City begins ("initial performance evaluation"). At the initial performance evaluation, the City Council and Employee shall develop mutually agreeable performance goals and criteria which the City Council shall use in reviewing Employee's performance at the first annual performance evaluation in 2018.

At each annual performance evaluation, the City Council and Employee shall develop mutually agreeable performance goals and criteria for use at the next annual performance evaluation. At any performance evaluation, Employee will be afforded an adequate opportunity to discuss each evaluation with the City Council. Among other things, the evaluation shall include the City Council's and City Manager's expectations of one another. Nothing herein shall constrain the City Council from establishing a work plan, the priorities or objectives therefor, or changing or modifying the plan.

13. Indemnification.

(A) City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment, or action of any type or kind arising within the course and scope of his employment to the extent required by Government Code §§ 825 and 995. Pursuant to

Government Code § 825(a), the City reserves the right not to pay any judgment, compromise, or settlement until it is established that the injury arose out of an act or omission occurring within the scope of the Employee's employment as an employee of the City.

(B) The following limitations apply to City's obligation to Employee as set for in paragraph 13(A):

(i) In the event the Employee is placed on paid leave pending an investigation, Employee shall reimburse such pay to City if he is subsequently convicted of a crime of moral turpitude or that constitutes "abuse of office or position," as that term is defined by Government Code Section 53243.4;

(ii) In the event the City pays for Employee's legal criminal defense, he shall fully reimburse such funds to the City if he is subsequently convicted of a crime of moral turpitude of that constitutes "abuse of office or position;"

(iii) If this Agreement is terminated, any cash settlement related to the termination that Employee may receive from City must be fully reimburse to City if he is subsequently convicted of a crime of moral turpitude or that constitutes "abuse of office or position."

14. Other Terms and Conditions of Employment.

(A) The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City's Municipal Code, or other applicable law.

(B) The provisions of the City's Personnel Rules and Regulations ("Rules") applicable to permanent employees shall apply to Employee to the extent they explicitly apply to the position of City Manager, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Employee a property right in his employment, or a right to be discharged only upon cause during his tenure as City Manager. At such times as Employee is serving as City Manager, he is an at-will employee serving at the pleasure of the City Council and may be dismissed at any time with or without cause and with or without notice, subject only to the provisions of this Agreement.

(C) Until such time as the TCE entitles him to a greater amount, Employee shall be accrue 96 hours of vacation leave with pay per year (8 hours per month). Employee is encouraged to use accrued vacation annually and shall not carry over more than 135 hours of vacation leave in excess of his regular annual accrual. Accrual of additional vacation shall cease until Employee's total accrual of vacation leave falls below the 135 hour accrual limit.

(D) Pursuant to the TCE, upon commencement of employment, Employee shall accrue 96 hours of sick leave per year (8 hours per month). Use of sick leave shall be consistently with the TCE, as it may be amended by the City Council from time to time.

(E) Employee shall be entitled to the same paid holidays provided to other

employees pursuant to the Rules.

(F) Employee shall be granted 80 hours of management leave on an annual basis, which must be used within the calendar year and may not be carried over. Management leave may not be cashed out if unused.

15. General Provisions.

(A) This Agreement constitutes the entire agreement between the parties. The parties hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by Employee, approved by the City Council, and executed on behalf of both parties.

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

(C) This Agreement may be terminated by either party, with or without cause, subject only to the requirements of paragraph 16 below. Notice of termination to the City shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed to City as follows:

Mayor
City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91025

With a courtesy copy to:

Colantuono, Highsmith & Whatley, PC
Sierra Madre City Attorney
ATTN: Teresa L. Highsmith
790 E. Colorado Blvd, Suite 850
Pasadena, CA 91101

Any notice to Employee shall be given in a like manner, and, if mailed, shall be addressed to Employee at the address then shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly been given on the date of delivery, if served personally on the party to whom notice is to be given, or on the second (2nd) calendar day after mailing in the manner provided in this section. Notwithstanding the forgoing, this Agreement shall automatically terminate on the death or permanent disability of Employee and Employee agrees to give City not less than 30 days' written notice of his resignation.

(D) A waiver of any of the terms and conditions of this Agreement shall not be

construed as a general waiver by the City and the City shall be free to enforce any term or condition of this Agreement with or without notice to Employee notwithstanding any prior waiver of that term or condition.

(E) Any dispute regarding the terms or performance of this Agreement shall be resolved in Los Angeles by binding arbitration as stated in the attached Agreement for Binding Arbitration of Disputes.

16. Severance. Employee is an at-will employee and this Agreement does not create any property interest in continued employment with the City. Notwithstanding the above, should Employee be involuntarily terminated as defined herein, by the City at any time, Employee will be provided with three months of severance pay, plus one month for each year of service, up to a maximum of eight (8) months. Severance shall consist of salary and auto allowance, based on the Employee's salary at termination, in addition to the pay out of any accrued, but unused vacation leave.

"Involuntary termination" means termination for any reason other than the following:

- (a) use of alcohol or illegal drugs that impedes performance of duties;
- (b) conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty, or a conviction following a plea of *nolo contendere* is deemed a conviction for this purpose);
- (c) upon the reasonable determination of the City Council that the Employee has committed either i) any illegal act involving personal gain to the Employee, (ii) gross negligence or (iii) malfeasance; (iv) an admission by Employee in an administrative proceeding, or court finding against Employee of either sexual harassment or abuse of employees in violation of law or adopted City policy;
- (d) willful abandonment of the position or continued and unexcused absence from duty or absence due to disability if such disability precludes performance of essential job duties for more than six cumulative months after attempts at reasonable accommodations pursuant to the Americans with Disabilities Act and/or California's Fair Employment & Housing Act.

If termination of the Employee occurs for any of the reasons listed in Paragraph 16(a)-(d) that fall outside the definition of "involuntary termination," or Employee resigns, the Employee shall not be entitled to severance.

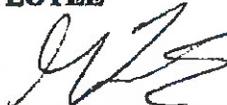
Consideration of Employee's involuntary termination by the City Council may not occur within ninety (90) days after a General Municipal or Special Election wherein a new member or members are elected to the City Council.

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

term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

EMPLOYEE



Gabriel Engeland

CITY OF SIERRA MADRE

ATTEST:



Melinda Carillo
CITY CLERK



Gene Goss
MAYOR

Approved as to Form:



Teresa L. Highsmith
CITY ATTORNEY

AGREEMENT FOR BINDING ARBITRATION OF DISPUTES

This Agreement for Binding Arbitration of Disputes ("Agreement") is between The City of Sierra Madre, a municipal corporation ("the City"), and Gabriel Engeland ("Employee") (collectively the "Parties").

A. Employee has been, or is about to become, employed by the City as its City Manager.

B. The Parties believe that it would be mutually beneficial to provide a procedure to resolve any disputes that might arise between them, and that alternative dispute resolution methods benefit both the City and Employee by providing an expeditious and economical process, in a relatively informal setting, by an impartial person with appropriate expertise.

Accordingly, in consideration for being hired, or as part of the consideration for Employee's continued employment, the Parties agree as follows:

1. Any and all claims, disputes or controversies between the City and Employee shall be resolved by binding arbitration pursuant to the provisions of this Agreement, except as otherwise prohibited by law. If the law changes so as to eliminate certain claims from the permissible scope of this Agreement, it shall be deemed amended as necessary to fully comply with the law.

2. To the fullest extent permitted by law, this Agreement applies to all claims, disputes or controversies, of any kind whatsoever, between Employee and the City, whether raised by Employee, or by the City, including but not limited to those arising out of or related to Employee's hiring, employment, the terms and conditions of that employment, and the termination of employment ("Claim" or "Claims"). Such Claims include any and all complaints, charges, causes of action (whether at law, in equity or otherwise), or demands arising under the law of contract (express or implied), the law of torts, any applicable unfair competition or trade secrets law, the federal and California Constitutions, federal, state and local statutes, ordinances, and regulations, such as but not limited to, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the California Fair Employment and Housing Act, the federal Family and Medical Leave Act, the California Family Rights Act, and all laws of similar import.

3. This Agreement does not prevent Employee from filing a complaint with the federal Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing or any other administrative agency if such a complaint is an unwaivable right under the law.

4. Any Claim shall be settled by arbitration, in Los Angeles, California, to be administered by ADR Services, Inc. ("ADR Services"), in accordance with and pursuant to its Arbitration Rules ("Rules") then in effect, except as otherwise modified herein. A copy of the current version of the Rules is attached to this Agreement. Updates to the Rules are available at www.adrservices.org. To the extent that there is any conflict between this Agreement and the Rules, the provisions of this Agreement shall govern.

5. To the fullest extent permitted by law, the City and Employee shall share equally the fees of the arbitration forum, including the fees of the arbitrator. If Employee's payment of Employee's portion of such fees in respect to any Claim would result in the invalidity or unenforceability of this Agreement, the City shall pay all fees of the arbitration forum in respect to such Claim, including the fees of the arbitrator, except that portion of the arbitration filing fee which equals the filing fee that would be required if the Claim were filed by Employee in a court of law. If Employee would have qualified to have the fee waived by a court, the City will also pay that portion of the arbitration forum's and arbitrator's fees. All other costs and expenses associated with the arbitration, such as attorneys' fees and witness' fees, shall be paid by the party that incurs them, except to the extent a party is entitled to recover them under applicable law.

6. The arbitrator(s) selected shall be from the ADR Services local or regional Employment Panel of arbitrators. If ADR Services declines to administer the arbitration under this Agreement, or is unavailable to do so for any reason, the City and Employee shall in good faith agree upon a neutral single arbitrator (or more than one arbitrator if the Parties so agree) to hear the case. If the Parties do not agree upon an arbitrator(s) within thirty (30) days, either Party may petition the Sacramento County Superior Court for appointment of an arbitrator pursuant to California Code of Civil Procedure Section 1281.6. The arbitrator so appointed shall be from the ADR Services local or regional Employment Panel of arbitrators, or shall have extensive experience and qualifications in employment law. In any such arbitration, the ADR Services Rules will apply, except as otherwise modified by this Agreement.

7. The Parties may engage in all discovery procedures that are permitted in any civil action in court. The written notice filed to commence the arbitration shall include a statement of the Claims asserted and shall set forth the facts upon which the Claims are based. Any written notice to the City shall be sent or delivered to Colantuono, Highsmith & Whatley, PC, Attention: City Attorney, 790 E. Colorado Blvd., Suite 850, Pasadena, California, 91101. Any written notice given to Employee shall be sent or delivered to Employee at the last address recorded in Employee's personnel file.

8. The arbitrator(s) selected shall have the authority to resolve any dispute relating to the interpretation, applicability or enforceability of this Agreement, as well as any Claim

raised under this Agreement, except as to any issue raised as to whether this Agreement is unconscionable. If an issue of unconscionability is raised, a court shall determine it.

9. The arbitrator(s) selected will have the authority to grant a motion for summary judgment, or summary adjudication of issues, to which the arbitrator(s) shall apply the standards governing such motions under the California Code of Civil Procedure. The arbitrator(s) shall render a written final decision stating the essential findings and conclusions on which the decision is based. The arbitrator(s) will have the authority to grant any appropriate remedy, whether legal or equitable, so long as that remedy would be authorized in a court of law based upon the asserted claims for relief. The arbitrator will follow the law. The arbitrator will apply California law to all Claims, other than those that arise under Federal law, to which the arbitrator(s) shall apply Federal law.

10. The decision of the arbitrator(s) shall be final and binding. However, judicial review of the final written decision of the arbitrator(s) may be had as permitted by law. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitrator(s) will have no authority to extend, modify or suspend any provision of this Agreement, unless such provision conflicts with the law.

11. As used in this Agreement, the term "the City" includes the City Council, commissions, officers and employees. As used in this Agreement, the term "Employee" includes Employee and his spouse, registered domestic partner, heirs, successors, and assigns.

12. If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, the remaining provisions of this Agreement shall continue to be valid and are required to be complied with, to the fullest extent permitted by law, to permit enforcement of this Agreement to the maximum extent permitted by law.

13. The interpretation and enforcement of this Agreement shall be governed by the Federal Arbitration Act ("FAA"). If for any reason the FAA is found to be inapplicable, then the California Arbitration Act will govern this Agreement.

14. This Agreement sets forth the final, complete and exclusive agreement of the Parties on the subject of the resolution and arbitration of disputes. This Agreement supersedes any prior or contemporaneous oral or written understanding on the subject.

15. This Agreement may not be amended or revoked, except by a writing signed by both Parties which specifically states intent to amend or revoke this Agreement. In the case of the City, the writing must be signed by the Mayor of Sierra Madre.

16. THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT ARBITRATION

INVOLVES WAIVING ANY AND ALL RIGHTS THAT MIGHT OTHERWISE APPLY TO HAVE A JURY DECIDE ANY ISSUES AND THAT ARBITRATION INVOLVES WAIVING ANY AND ALL RIGHTS THAT MIGHT OTHERWISE APPLY TO HAVE A JUDGE DECIDE ANY ISSUES; EXCEPT AS OTHERWISE PROVIDED HEREIN, BY THE FEDERAL ARBITRATION ACT, OR BY THE CALIFORNIA ARBITRATION ACT.

17. THE PROVISIONS OF THIS AGREEMENT DO NOT MODIFY EMPLOYEE'S AT-WILL STATUS.

EMPLOYEE:

Dated: 1/20/17



Gabriel Engeland

CITY OF SIERRA MADRE:

Dated: 1/25/2017



Mayor Gene Goss

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This FIRST AMENDMENT to the EMPLOYMENT AGREEMENT dated January 24, 2017, by and between the CITY OF SIERRA MADRE, California, a Municipal Corporation, hereinafter called the "City" and GABRIEL ENGELAND, hereinafter called "Employee," is made and entered into by City and Employee as of the 11th day of December, 2018.

RECITALS

A. City desires to continue to retain the services of Employee in the position of City manager, and Employee desires to continue employment as City Manager of the City; and

B. The City Council desires to provide Employee with a salary increase pursuant to Paragraph 4 of Agreement dated January 24, 2018, in recognition of exemplary service to the City, including, but not limited to, innovative ideas to provide essential City services while reducing impacts on the City's General Fund.

NOW THEREFORE, the parties agree as follows:

Section 1. Paragraph 4 "Salary" is amended to read:

"City shall pay Employee for the performance of Employee's duties as City Manager under this Agreement an annual salary of \$200,000, payable in bi-weekly installments pursuant to an approved salary schedule, less customary and legally required payroll deductions. Employee shall be exempt from paid overtime compensation and from Social Security taxes, other than the mandatory Medicare portion of such taxes. Salary and/or benefit adjustments may be considered by the City Council annually in conjunction with Employee's annual performance evaluation pursuant to Paragraph 12 of this Agreement.

IN WITNESS WHEREOF the parties have executed this Amendment to Employee's Employment Agreement as of the day and year first above written.

CITY OF SIERRA MADRE:

EMPLOYEE:

Denise Delmar, Mayor

Gabriel Engeland, City Manager

ATTEST:

Approved as to form:

Laura Aguilar
Assistant City Clerk

Teresa L. Highsmith
City Attorney