

CITY COUNCIL

MEETING AGENDA PACKET

Tuesday, September 9, 2025
5:30 pm



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

Mayor Robert Parkhurst, Mayor Pro Tempore Kristine Lowe
Council Members: Edward Garcia, Gene Goss, and Kelly Kriebs

**AGENDA
REGULAR MEETING
SIERRA MADRE CITY COUNCIL**

**Tuesday, September 9, 2025
5:30 pm**

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



*Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member*

Sue Spears, City Treasurer

The Brown Act provides the public with an opportunity to make public comments at any public meeting; as an alternative, public comment may be made by e-mail to publiccomment@sierramadrecal.gov by 3:00PM on the day of the meeting. Emails will be acknowledged at the City Council meeting, filed into public record, and scanned onto the City website for public review.

The meeting will be streamed live on the City's website at sierramadrecal.gov, on Foothills Media website at <http://www.foothillsmedia.org/sierramadre> and broadcast on Government Access Channel 3 (Spectrum)

CODE OF CONDUCT

The purpose of a City Council meeting is to conduct City business. Members of the public that behave in a manner that interrupts or obstructs the City Council's ability to conduct City business may be asked to leave the meeting. Any and all demonstrations which disrupt, interrupt, or obstruct the City Council's ability to conduct City business are prohibited. No signs, posters, or other large objects shall be brought into the Council Chambers or other meeting place if doing so would disrupt, disturb, or otherwise impede the orderly course of the meeting.

CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

Mayor Parkhurst, Mayor Pro Tem Lowe, Council Member Garcia, Council Member Goss, Council Member Kriebs

PLEDGE OF ALLEGIANCE AND INSPIRATION

Mayor Parkhurst

APPROVAL OF MEETING AGENDA

Vote of the City Council to proceed with City business.

REPORT OUT FROM CLOSED SESSION

City Attorney report from the Closed Session.

APPROVAL OF MEETING MINUTES

Approval of August 26, 2025 City Council Regular Meeting minutes.

APPROVAL FOR READING RESOLUTIONS AND ORDINANCES

Vote of the City Council to read all Ordinances and Resolutions by title only and waive reading in full.

MAYOR AND CITY COUNCIL REPORTS

Reporting of Council Members' activities related to City business.

PUBLIC PARTICIPATION CODE OF CONDUCT

The City Council requests that participants refrain from making personal, slanderous, profane, or disruptive remarks. A person who continues to disrupt the orderly conduct of the meeting after being warned by the Mayor or designee to cease the disruption may be precluded from further participation in the meeting. No signs, posters, or other large objects shall be brought into official meeting places if doing so would disrupt, disturb, or otherwise impede the orderly course of the meeting.

PUBLIC COMMENT

The City Council will listen to the public on any item on the agenda. In addition, the City Council will devote time for public comment on items not on the agenda. Addressing the City Council from the audience is not permitted; all comments addressing the Council must be made from the podium. Only public comment made from the podium will be recognized by the City Council and entered into public record.

Providing Public Comment for Items on the Meeting Agenda

Persons wishing to speak on any item on the agenda will be called during the comment period 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.

Provide Public Comment for Topics not on the Meeting Agenda

Time shall be devoted to provide public comments for items not on the agenda. Under the Brown Act, the City Council is prohibited from taking action on items not on the agenda.

Providing Public Comment

1. Any person wishing to provide public comment is asked to complete a comment card. Each speaker will be limited to up to three continuous minutes, which may not be delegated or deferred.
2. Comments addressed to the City Council shall occur during the appropriate time on the agenda and should not be construed as an opportunity for dialogue.

PRESENTATION

- 1. PROCLAMATION IN RECOGNITION OF CALIFORNIA'S 175TH STATEHOOD ANNIVERSARY**
- 2. FUNDRAISING UPDATE FROM SIERRA MADRE LIBRARY FOUNDATION**
- 3. UPDATE FROM SOUTHERN CALIFORNIA EDISON**
- 4. SIERRA MADRE POLICE DEPARTMENT REPORTED BEAR ACTIVITY UPDATE**

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.

CONSENT

a) RESOLUTION 25-50 APPROVING CERTAIN DEMANDS

It is recommended that the City Council adopt Resolution 25-50 ratifying payment of City Warrants in the aggregate amount of \$690,436.06, Sierra Madre Library Warrants in the aggregate amount of \$7,049.78, and Payroll Transfer in the aggregate amount of \$607,221.90, for the Fiscal Year ending June 30, 2025 and June 30, 2026.

b) TREASURER'S REPORT FOR QUARTER ENDING JUNE 30, 2025

It is recommended that the City Council receive and file this informative report.

c) CODE ENFORCEMENT FISCAL YEAR 2024/2025 ANNUAL REPORT

It is recommended that the City Council receive and file this informative report.

d) RESOLUTION 25-51 DESIGNATING STREETS TO BE INCLUDED IN THE FISCAL YEAR 2025-26 STREET REHABILITATION PROGRAM

It is recommended that the City Council adopt Resolution No. 25-51, approving a list of projects for Fiscal Year 2025-26 to be funded by SB 1: The Road Repair and Accountability Act (RMRA) of 2017, as required by State law.

e) ORDINANCE No. 1484 AMENDING SECTION 17.60.056 ("DISCRETIONARY DEMOLITION PERMIT") OF CHAPTER 17.60 ("VARIANCES AND DISCRETIONARY PERMITS") OF TITLE 17 ("ZONING") OF THE SIERRA MADRE MUNICIPAL CODE

It is recommended the City Council conduct its second reading and adopt Ordinance No. 1484 amending section 17.60.056 ("Discretionary Demolition Permit") of Chapter 17.60 ("Variances and Discretionary Permits") of Title 17 ("Zoning") of the Sierra Madre Municipal Code ("Code"), by title only, waiving further readings.

f) AUTHORIZATION TO EXECUTE AN AGREEMENT WITH RINGCENTRAL FOR UNIFIED COMMUNICATIONS SERVICES (SOURCEWELL CONTRACT 120122-RNG)

It is recommended that the City Council authorize the City Manager to execute a three-year agreement with the option to renew annually thereafter under Sourcewell Contract 120122-RNG, or any subsequent Sourcewell contract awarded to RingCentral with RingCentral, Inc. for cloud-hosted unified communications services at a contract value of \$83,909.16 over the Initial Term, plus applicable taxes and regulatory fees; and authorize the City Manager to execute amendments to add, change, or remove licenses, numbers, and related services as operational needs require.

g) RESOLUTION No. 25-52 DIRECTING THE SALE OF PROPERTY LOCATED AT 487 WOODLAND DRIVE, SIERRA MADRE, CALIFORNIA 91024

It is recommended that the City Council adopt Resolution 25-52 directing the sale of property located at 487 Woodland Drive, Sierra Madre, California 91024, pursuant to Government Code sections 37350-37351.

DISCUSSION

1. ORDINANCE No. 1485 UPDATING SIERRA MADRE MUNICIPAL CODE CHAPTER 15.60 “WATER EFFICIENT LANDSCAPE ORDINANCE” ADDING REGULATIONS FOR THE INSTALLATION OF ARTIFICIAL TURF

It is recommended that the City Council introduce Ordinance No. 1485 and direct staff to return to a future meeting for adoption.

2. REPORT, DISCUSSION, AND DIRECTION ON SCHOOL PEDESTRIAN SAFETY ENHANCEMENTS

It is recommended that the City Council receive this report and provide direction on next steps to improve traffic and pedestrian safety near Sierra Madre Elementary School, particularly at the intersection of Highland Avenue and Auburn Avenue..

3. REPORT, DISCUSSION, AND DIRECTION REGARDING AMENDMENTS TO SIERRA MADRE MUNICIPAL CODE CHAPTER 17.72 (SIGNS)

It is recommended that the City Council receive the report and provide direction to staff regarding the policy issues identified in this report.

AVAILABILITY OF AGENDA MATERIALS

Materials related to items on this agenda are available for public inspection on the City’s website at sierramadrea.gov.

LIVE BROADCASTS

Regular City Council meetings are broadcast 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 Clerk’s office at (626) 355-7135 at least 48 hours prior to the meeting.

ADJOURNMENT

The City Council will adjourn to its Regular Meeting on Tuesday, September 23, 2025.

**MINUTES
REGULAR MEETING
SIERRA MADRE CITY COUNCIL**

**Tuesday, August 26, 2025
5:30 pm**

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



*Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
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CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

Mayor Parkhurst called the meeting to order at 5:41 p.m. City Clerk Aguilar called the roll.

Present: Mayor Robert Parkhurst, Mayor Pro Tem Kristine Lowe, Council Member Edward Garcia, Council Member Gene Goss, and Council Member Kelly Kriebs

Absent: None.

Also Present: Michael Bruckner, City Manager
Aleks Giragosian, City Attorney (via tele-conference call)
Miguel Hernandez, Assistant City Manager
Laura Aguilar, City Clerk
Gustavo Barrientos, Police Chief
Joshua Wolf, Senior Planner
Leila Regan, City Librarian
Arnulfo Yanez, Director of Public Works
James Carlson, Senior Analyst

PLEDGE OF ALLEGIANCE AND INSPIRATION

Council Member Kriebs led the audience in the pledge of allegiance then welcomed the new school year, the return of college football, and the new City Manager.

APPROVAL OF MEETING AGENDA

Vote of the City Council to proceed with City business.

Mayor Parkhurst asked for a motion to amend the agenda or approve as presented. Council Member Kriebs disclosed a conflict of interest with Consent Item G and advised that she would have to abstain from voting on Consent G.

Mayor Parkhurst disclosed a conflict of interest in Discussion Item 2; and advised he would have to recuse himself from discussion and voting with regards to the traffic survey and traffic report at the intersection of East Grandview Avenue and Canon, due to the proximity of that intersection with his home. Mayor Parkhurst asked that Discussion Item 2 be split into two separate discussions and votes so that he would be allowed to discuss and vote on all other aspects of the traffic survey and traffic report. He would then leave the dais during the portion of the discussion that pertained to East Grandview Avenue and Canon.

Mayor Pro Tem Lowe made a motion to amend the agenda to split Discussion Item 2 into "A" and "B" with "A" discussing the traffic survey and traffic report, excluding East Grandview Avenue and Canon; and Discussion "B" to specifically discuss the intersection of East Grandview Avenue and Canon.

Council Member Garcia seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: None.

The motion to approve the agenda as amended was approved by a unanimous voice vote by all Members present.

REPORT OUT FROM CLOSED SESSION

City Attorney Giragosian reported that the City Council met in Closed Session on August 26, 2025 to discuss the following three items and that no reportable action was taken.

1. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6)

City Negotiator: City Manager Michael Bruckner and Assistant City Manager Miguel Hernandez
Employee Organization: Sierra Madre Professional Firefighters' Association

2. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6)

City Negotiator: City Manager Michael Bruckner and Assistant City Manager Miguel Hernandez
Employee Organization: Sierra Madre Classified Employees' Association

3. CONFERENCE WITH LEGAL COUNSEL; EXISTING LITIGATION (Gov. Code 54956.9(d)(1))

Name of Case: Protect Sierra Madre v. City of Sierra Madre et al.
Name of Petitioners: Protect Sierra Madre

Case No.: 24STCP01652

APPROVAL OF MEETING MINUTES

Approval of July 8, 2025 City Council Special Meeting minutes.

Approval of July 8, 2025 City Council Regular Meeting minutes.

Mayor Parkhurst asked for a motion.

Council Member Goss made a motion to approve the July 8 Special Meeting minutes as presented.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs

Noes: None.

Absent: None.

Abstain: None.

Mayor Parkhurst then asked for a motion for the July 8, 2025 Regular Meeting minutes.

Mayor Pro Tem Lowe made a motion to approve the July 8 Regular Meeting minutes as presented.

Council Member Kriebs seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs

Noes: None.

Absent: None.

Abstain: None.

Mayor Parkhurst then continued the meeting to discuss the reading of resolutions and ordinances.

APPROVAL FOR READING RESOLUTIONS AND ORDINANCES

Vote of the City Council to read all Ordinances and Resolutions by title only and waive reading in full.

Mayor Parkhurst asked for a motion.

Council Member Kriebs made a motion to approve the reading of ordinances and resolutions by title only.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs

Noes: None.

Absent: None.

Abstain: None.

The motion to approve the reading of ordinances and resolutions by title only was approved by a unanimous voice vote by all Members present.

MAYOR AND CITY COUNCIL REPORTS

Reporting of Council Members' activities related to City business.

Council Member Garcia:

Reported that he attended a meeting of the Finance Ad-Hoc Committee.

The Senior Community Commission was dark so there was no meeting to attend.

Council Member Garcia reported that he was not able to attend the Sierra Madre Chamber of Commerce meeting but met afterwards with the Chair and Vice-Chair and discussed changes to the annual Winter Festival.

Mayor Pro Tem Lowe:

Reported that she met with the Sierra Madre Rotary Board on July 10. They discussed ways to collaborate.

On July 12 she was a judge in the Youth For Mayor speech contest. The contest was open to middle school and high school students in the region.

Also attended the July 15 Mayor's Breakfast.

On July 17 she participated in the Feed the Children Resources Rally with Niagara Water at the YMCA.

Attended the National Woman's Political Caucus from August 7 through August 9.

Council Member Goss:

Reported that he attended the Planning Commission meetings on July 17 and August 7.

Council Member Kriebs:

Reported that she attended National Night Out on August 1.

Also attended the Library construction meeting on August 5th and received updates on the status of the project. At that meeting, the Library Foundation and Friends of the Library shared their fundraising efforts for furniture, fixtures, and equipment.

Attended the San Gabriel Valley Council of Governments' first meeting of the Olympics Ad-Hoc Committee. They plan to meet monthly.

Mayor Parkhurst:

Reported that he attended the July 12 Youth For Mayor speech contest.

On July 15 he attended the Mayor's Breakfast with the City employees

Reported that he attended a meeting of the Finance Ad-Hoc Committee on July 16.

July 16 he also attended the Natural Resources Commission meeting.

August 8 he hosted the Regional Wildlife Management Lunch & Learn at the Hart House Senior Center with representatives from across the San Gabriel Valley.

August 15 attended a meeting of the Clean Power Alliance. They discussed proposals for innovative technology.

August 21 he attended a meeting of the Clean Power Alliance. No reportable action was taken.

At the conclusion of Council's reports, Mayor Parkhurst opened the forum for public comment on items not on the agenda. City Clerk Aguilar announced that no speaker cards or e-mails had been submitted for items not on the agenda.

PUBLIC PARTICIPATION CODE OF CONDUCT

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Providing Public Comment for Items on the Meeting Agenda

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Provide Public Comment for Topics not on the Meeting Agenda

Time shall be devoted to provide public comments for items not on the agenda. Under the Brown Act, the City Council is prohibited from taking action on items not on the agenda.

Providing Public Comment

1. Any person wishing to provide public comment is asked to complete a comment card. Each speaker will be limited to up to three continuous minutes, which may not be delegated or deferred.
2. Comments addressed to the City Council shall occur during the appropriate time on the agenda and should not be construed as an opportunity for dialogue.

Mayor Parkhurst opened the podium for public comment on items not on the agenda. City Clerk Aguilar announced that two (2) e-mails were received for items not on the agenda. Six (6) speaker cards were submitted and the public was called forth in the order of submitted speaker cards. Emails were received from Laura Knighten and Joe Reid for items not on the agenda.

Speaker cards were received from:

1. Tina Fredericks, PUSD Board Member: Announced that traffic conditions are concerning at the intersection of Highland and Auburn before the school day begins. She urged the City Council to address this matter.
2. Ashley Bonenfant: shared her concerns with the police department's roll out of the automated parking enforcement program and urged the Council to re-evaluate the program and consider a more comprehensive plan.
3. Ali Everett: shared her ADA access concerns with the pilot parking enforcement program.
4. Bob Spears: spoke about the Mt. Wilson Trail Race and the state of the trail itself.
5. Sue Spears: Announced the new Mt. Wilson Trail Race and shared registration information.
6. David Gordon, Sierra Madre Playhouse: shared upcoming events at the Playhouse.

PRESENTATION

1. PRESENTATION BY THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Council of Governments President Ed Reece made a presentation updating the Council on services and plans for regional planning and project management.

2. SIERRA MADRE POLICE DEPARTMENT REPORTED BEAR ACTIVITY UPDATE

Police Chief Barrientos provided the City Council with an update on local bear intrusions and bear-related calls for service.

3. LIBRARY SERVICES ANNUAL REPORT

City Librarian Regan provided the City Council with an annual report on library programming, annual statistics, library services, community engagement, library construction, and upcoming plans for library services.

At the conclusion of the presentations, Mayor Parkhurst moved onto Action Items. City Clerk Aguilar read the following reports:

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.

CONSENT

a) CONSIDERATION OF RESOLUTION 25-46 APPROVING CERTAIN DEMANDS

It is recommended that the City Council approve Resolution 25-46 ratifying payment of City Warrants in the aggregate amount of \$439,443.93, Sierra Madre Library Warrants in the aggregate amount of \$3,968.36, and Payroll Transfer in the aggregate amount of \$1,096,492.94, for the Fiscal Year ending June 30, 2025 and June 30, 2026.

b) CONSIDERATION OF RESOLUTION 25-47 APPROVING CERTAIN DEMANDS

It is recommended that the City Council approve Resolution 25-47 ratifying payment of City Warrants in the aggregate amount of \$923,197.96, Sierra Madre Library Warrants in the aggregate amount of \$613,734.50, and Payroll Transfer in the aggregate amount of \$552,436.85, for the Fiscal Year ending June 30, 2025 and June 30, 2026.

c) CONSIDERATION OF RESOLUTION 25-48 APPROVING CERTAIN DEMANDS

It is recommended that the City Council approve Resolution 25-48 approving payment of City Warrants in the aggregate amount of \$1,591,996.89, Sierra Madre Library Warrants in the aggregate amount of \$841,975.37, and Payroll Transfer in the aggregate amount of \$561,553.78, for the Fiscal Year ending June 30, 2025 and June 30, 2026.

d) AWARD OF CONTRACT FOR PROFESSIONAL LANDSCAPE SERVICES TO MARIPOSA LANDSCAPE, INC. IN AN AMOUNT NOT TO EXCEED \$169,512.00 FOR FISCAL YEAR 2025-2026.

It is recommended that the City Council approve a contract for professional landscape services to Mariposa Landscape, Inc. in an amount not to exceed \$169,512.00

e) FINAL SUBDIVISION MAP FOR PARCEL MAP No. 83897, A CONDOMINIUM SUBDIVISION AT 182 W. HIGHLAND AVENUE

It is recommended that the City Council approve the final subdivision map for Parcel Map No. 83897 and authorize the City Clerk to certify the map.

f) SECOND FIRST READING OF ORDINANCE No. 1467 AMENDING CHAPTER 9.32 (NOISE) OF TITLE 9 (PUBLIC, PEACE, MORALS, AND WELFARE) AND CHAPTER 8.40 (LANDSCAPING EQUIPMENT) OF TITLE 8 (HEALTH AND SAFETY) OF THE SIERRA MADRE MUNICIPAL CODE

It is recommended that the City Council conduct their second first reading of Ordinance No. 1467, by title only, and approve first reading.

g) CONSIDERATION OF RESOLUTION No. 25-49 REGARDING THE NEW NATIONAL OPIOIDS SETTLEMENT

It is recommended that the City Council adopt Resolution 25-49 authorizing the City Attorney and/or City Manager to accept and participate in the new National Opioids Settlement Agreement with Purdue and the Sackler family.

h) CONSIDERATION OF A LETTER OF RECOMMENDATION FOR THE SIERRA MADRE LIBRARY FOUNDATION FOR A \$50,000 T-MOBILE HOMETOWN GRANT FOR LIBRARY MEANINGFUL IMPROVEMENT PROJECT FURNITURE, FIXTURES, AND EQUIPMENT (FF&E)

It is recommended that the City Council approve and sign the proposed recommendation letter to T-Mobile for the Sierra Madre Library Foundation application for the Hometown Grant.

At the conclusion of City Clerk Aguilar's report, Mayor Parkhurst brought the matter to the City Council for questions then opened the topic for public comment. City Clerk Aguilar noted for the records that an e-mail from Catherine Adde had been received prior to the City Council meeting, and forwarded to the Council for review. One speaker card was received and City Clerk Aguilar called them forward to speak.

Rob Stockly, 177 E. Laurel Ave.: Mr. Stockly spoke in support of Consent Item H.

Seeing no one else come forward, Mayor Parkhurst closed Public Comment and brought the discussion back to Council.

Mayor Parkhurst asked the Council for a motion.

Council Member Garcia made a motion to approve Consent A-H as presented.

Council Member Goss seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: Council Member Kriebs abstained from voting on Consent 1G.

Consent Items A-H were approved by majority voice vote..

PUBLIC HEARINGS

1. FIRST READING OF ORDINANCE No. 1484 AMENDING SECTION 17.60.056 (“DISCRETIONARY DEMOLITION PERMIT”) OF CHAPTER 17.60 (“VARIANCES AND DISCRETIONARY PERMITS”) OF TITLE 17 (“ZONING”) OF THE SIERRA MADRE MUNICIPAL CODE

It is recommended that the City Council open a public hearing and conduct its first reading of Ordinance No. 1484, by title only.

Senior Planner Wolf presented the report to Council. Afterwards, Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened the Public Hearing. Seeing no one come forward, Mayor Parkhurst closed the Public Hearing and brought the matter back to Council.

Mayor Parkhurst asked the Council for a motion.

Council Member Kriebs made a motion to approve first reading of Ordinance 1484.

Council Member Goss seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: None.

The motion to approve first reading of Ordinance 1484 was approved by a unanimous voice vote of all Members present.

DISCUSSION

1. CONSIDERATION OF THREE APPOINTMENTS TO THE SENIOR COMMUNITY COMMISSION TO FILL VACANT SEATS

It is recommended that the City Council consider a partial-term appointment to fill an unscheduled vacancy ending June 30, 2026; and appoint two commissioners for full-term vacancies concluding June 30, 2029.

City Clerk Aguilar presented the report to Council. Afterwards, Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened the podium for public comment.

Teresa Chaure: Expressed her interest in joining the Senior Community Commission
Eric Friedman: Shared his desire to serve on the Senior Community Commission
Andrew Heller: Expressed his interest to serve on the Senior Community Commission

Seeing no one else come forward, Mayor Parkhurst closed public comment and brought the matter back to Council.

At the conclusion of Council's discussion, Mayor Parkhurst selected:

Eric Friedman for the partial term, ending June 30, 2025;
Teresa Chaure for the full term, ending June 30, 2029; and
Mia Khadour for the full term, ending June 30, 2029.

Mayor Parkhurst asked the Council for a motion to ratify his selection.

Council Member Goss made a motion to ratify the Mayor's selection for the Senior Community Commission.

Council Member Kriebs seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: None.

The motion was passed unanimously by all Members present.

2. TRAFFIC SURVEYS AND TRAFFIC STUDIES REPORTS

It is recommended that the City Council approve recommendations in the 2025 Engineering and Traffic Survey Report, with the exception of raising the speed limit on E. Sierra Madre Blvd. and the Traffic Study and On-Street Parking Management Plan on W. Grand View Ave.

Senior Analyst Carlson presented the report to Council, excluding the report addressing E. Grand View Ave and N. Canon Ave. Afterwards, Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened public comment. City Clerk Aguilar announced that prior to the meeting six (6) emails were received and forwarded to the City Council for review and consideration. Those e-mails were from:

John Lloyd
Valerie Grant
John Trager
Keith Farrell
Deb Sheridan
Tim O'Donnell

Then City Clerk Aguilar called the names from the speaker cards, in the order in which they were received:

Mary Doyle, 310 N. Sunnyside: asked the Council to include Sunnyside and Grandview and other intersections in any future studies.

John Doyle, 310 N. Sunnyside: Shared his experience with drivers not stopping at the stop sign at Sunnyside and Grandview.

John Lloyd, E. Laurel Ave: Encouraged the City Council to reconvene the Transportation Sub-Committee to discuss these types of matters, and provide alternatives and solutions.

Teri Buchanan, 65 W. Grandview Ave.: Asked the Council to consider more surveys to have a better understanding of the full traffic conditions before any decisions are made.

Seeing no one else come forward, Mayor Parkhurst closed public comment and brought the matter back to Council.

Mayor Parkhurst provided the following summary before asking the Council for a motion:

- Council expressed agreement to making changes on speed for Highland and West Sierra Madre Blvd.;
- There was consensus to direct staff to conduct further research the intersections of Fairview and Sunnyside, Sunnyside and Mariposa, and Michilinda and Grandview; and
- Rejecting the recommendations for parking restrictions on West Grandview

City Manager Bruckner asked Mayor Parkhurst for clarification regarding staff making additional findings for stop signs at the intersections.

Mayor Parkhurst asked the Council for a motion.

Council Member Goss made a motion to

Council Member Kriebs seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs

Noes: None.

Absent: None.

Abstain: None.

The motion to make changes on speed for Highland and West Sierra Madre Blvd; direct staff to conduct further research the intersections of Fairview and Sunnyside, Sunnyside and Mariposa, and Michilinda and Grandview; and reject the recommendations for parking restrictions on West Grandview was approved a unanimous voice vote.

At this point Mayor Parkhurst turned the meeting over to Mayor Pro Tem Lowe and left the dais to sit in the gallery. Mayor Parkhurst explained from the podium that his reason for recusing himself from Council discussion was that he lives at the intersection of Grandview and Canon.

Afterwards, Mayor Pro Tem Lowe opened the podium for public comment for the intersection of Grandview and Canon.

Curt Young, Grandview Ave: shared his experience traffic conditions and traffic collisions.

Debbie Young, 391 E. Grandview Ave: study does not consider traffic during school hours. She also shared her observations with electric vehicles travelling in that area.

Robert Parkhurst, 375 E. Grandview Ave: provided his perspective on traffic around the area of the

intersection of Grandview and Canon. Starting with traffic from Santa Anita and Mtn. Trail, there is no stop sign along this route and it grading dips down at Oakview. The crossing at Grandview and Canon is particularly difficult. The dip in the street makes it difficult to see traffic. Often sees near-miss collisions and has witnessed accidents in that intersection. Mr. Parkhurst recommended that the speed survey be extended to include a wider area.

Seeing no one else come forward, Mayor Pro Tem Lowe closed public comment and Mayor Parkhurst left Council Chambers. The remaining Members of the City Council continued discussion of the traffic survey.

Mayor Pro Tem Lowe asked the Council for a motion.

Council Member Kriebs made a motion to accept staff's recommendation to improve visibility of the existing crosswalk and bring corners to current ADA standards, as well as direct staff to include this intersection in further study for stop signs or calming measures.

Council Member Garcia seconded the motion.

Mayor Pro Tem Lowe called for a vote of the Council:

Ayes: Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: Mayor Parkhurst.
Abstain: None.

The motion was approved by a unanimous voice vote by all Members present.

At the conclusion of the vote, Mayor Parkhurst was invited to return to the Council meeting resumed his seat at the dais. Mayor Parkhurst continued with the next item on the agenda.

3. CONSIDERTION OF ALTERNATIVE CITY COUNCIL MEETING SCHEDULE

It is recommended that the City Council cancel the November 11, 2025, November 25, 2025, and December 23, 2025 City Council meetings, and authorize staff to pay all necessary expenses during that time. It is also recommended that the City Council schedule a Special Meeting during November to conduct City business.

City Clerk Aguilar presented the report to Council. Afterwards, Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened the podium for public comment. Seeing no one come forward, Mayor Parkhurst closed public comment and brought the matter back to Council.

Mayor Parkhurst asked the Council for a motion.

Council Member Kriebs made a motion to cancel the November 11, November 25, and December 23, 2025 Regular meetings; and schedule Special Meetings on November 18, 2025 and December 16 to conduct City business.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs

Noes: None.
Absent: None.
Abstain: None.

The motion to cancel the November 11, November 25, and December 23, 2025 Regular meetings; and schedule Special Meetings on November 18, 2025 and December 16 was approved by a unanimous voice vote.

FUTURE ITEMS

Mayor Parkhurst asked if the Council had any suggestions for future agenda items.

Council Member Kriebs: Report from Transportation Sub-Committee and information on Gateway Coach replacement options.

Council Member Kriebs: Report on Highland Avenue and Auburn during school drop-off times.

Council Member Garcia: Grove Street traffic and circulation mitigation efforts

Mayor Pro Tem Lowe: SCAG Safe & Active program

Mayor Parkhurst: City Mobility Plan

Hearing no other requests from Council, Mayor Parkhurst asked for a motion to adjourn the meeting.

Council Member Garcia made a motion to adjourn the meeting.

Council Member Kriebs seconded the motion to adjourn.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss, and Kriebs
Noes: None.
Absent: None.
Abstain: None.

The motion to adjourn the meeting to the next Regular meeting on September 9, 2025 at this same location was approved by all Members at 10:02 pm.

Minutes taken and typed by:

Approved by Council Action:

Laura M. Aguilar
City Clerk

Robert Parkhurst
Mayor

AVAILABILITY OF AGENDA MATERIALS

Materials related to items on this agenda are available for public inspection on the City's website at sierramadreca.gov.

LIVE BROADCASTS

Regular City Council meetings are broadcast 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 Clerk's office at (626) 355-7135 at least 48 hours prior to the meeting.

ADJOURNMENT

The City Council will adjourn to its Regular Meeting on Tuesday, September 9, 2025.



City of Sierra Madre Agenda Report

*Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member*

Sue Spears, City Treasurer

TO: Mayor and City Council

FROM: Anthony Rainey, Finance Director

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 9, 2025

SUBJECT: RESOLUTION NO. 25-50 APPROVAL OF WARRANTS FOR PAYMENT

STAFF RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 25-50 and approve payment of the following:

- **Outstanding Obligated City Warrants:** \$690,436.06
- **Outstanding Obligated Sierra Madre Library Warrants:** \$7,049.78
- **Payroll Transfer:** \$607,221.90

ALTERNATIVES

1. Approve the requested ratifications.
2. Direct staff to return with additional information.

SUMMARY

To ratify means to formally approve or confirm a decision or action, making it officially valid. In this context, it ensures that the City Council affirms the payment of public funds after a thorough review process. The City Council is requested to ratify warrants and approve checks issued for payment, as certified by the Director of Finance. These payments have been reviewed for compliance with the City's approved budget, financial policies, and authorized spending limits. Ratification by the City Council formally authorizes the disbursement of public funds, ensuring transparency, accountability, and adherence to sound fiscal management practices.

Attachment 1A – Warrant Register Post Date 9/9/25 - provides an aggregated breakdown of the warrants, including descriptions (e.g. categories of payments), amounts, and corresponding fiscal year allocations. Note that the last page It serves as a reference document to support the warrant approvals requested in this report, ensuring transparency and accountability in financial transactions. The attachment includes details on general warrants, utility bills, library warrants,

and payroll transfers.

Following Attachment 1A, the *Check Approval Register* provides a comprehensive record of financial disbursements by the City of Sierra Madre, detailing payment transactions, vendor information, and check dates to ensure transparency and accountability. Additionally, the *Payroll Summary Register* outlines payroll disbursements, including total earnings, employer expenses, and overall payroll costs for each pay period. The total payroll expenditure for the most recent pay period (PR #18) for *Date 8/28/25*:

Total Earnings (Salaries) @ \$442,892.72 plus *Employer Benefits*¹ @\$164,329.18 = *Total* @ \$607,221.90,

This aligns with the payroll transfer amount listed in Attachment 1A. These records collectively support the accuracy and legitimacy of the financial transactions presented for approval.

ANALYSIS

State and City Requirements: The approval of warrants for payment by the City Council is a procedural requirement established under the California Government Code (§ 37208) and the Sierra Madre Municipal Code (§ 3.04.010). The City utilizes resolutions to approve warrants in accordance with Chapter 3.04 - Administration of Fiscal Matters under Title 3 - Finance of the Sierra Madre Municipal Code. These provisions outline the procedures and regulations governing the issuance and management of payment warrants, ensuring transparency, accountability, and compliance in financial transactions involving public funds.

Warrant: A "warrant" is a written authorization directing the payment of money to vendors, contractors, or service providers for goods or services rendered to City departments. These measures ensure that public funds are used appropriately and in alignment with City policies and legal requirements.

Purpose of the Process: The primary purpose of this process is to confirm that all payments align with the City's budgetary allocations, procurement policies, and service agreements. Approval by the City Council serves as a critical management control, ensuring that expenditures are lawful, necessary, and consistent with City priorities. Department Heads review and verify invoices, while City staff maintain robust internal controls through proper documentation, authorization workflows, and reconciliation procedures.

Warrant for Payment Report: This attached report, commonly referred to as the *Check Approval Register*, provides a detailed account of payees, payment amounts, and purposes. This tool allows the City Council and staff to actively monitor expenditures, ensuring financial oversight, fostering public trust, and reinforcing fiscal responsibility. Failure to adhere to these practices could expose the City to financial risks, compliance issues, and diminished public confidence.

Check Approval Register Overview: The *Check Approval Register* is generated using the City's Enterprise Resource Planning (ERP) system, Tyler Technologies Pro 10. This report offers a comprehensive overview of financial disbursements, including payee names, payment amounts, dates, and purposes. By providing a clear and detailed record of financial transactions, the register promotes transparency and ensures public funds are utilized effectively. This level of detail allows City Council members and residents to track municipal expenditures and reinforces accountability in financial management. The following are key

fields from the Check Approval Register and their definitions:

1. **Packet:** Refers to a batch of payment transactions processed together, often linked to a specific date or approval cycle.
2. **Vendor Set:** Identifies the category or group of vendors (e.g., utilities, general, or project-specific).
3. **Vendor Number:** A unique identifier assigned to each vendor for tracking and referencing purposes.
4. **Vendor Name:** The name of the individual or organization receiving the payment.
5. **Bank Code:** A code representing the bank account from which the payment is drawn.
6. **Payment Type:** Specifies the method of payment, such as check, electronic funds transfer (EFT), or wire transfer.
7. **Invoice #:** The unique number associated with the vendor's invoice, serving as a reference for the payment.
8. **Invoice Description:** A brief summary of the goods or services rendered, as described on the invoice.
9. **Account Number:** The City's general ledger account charged for the payment, structured as follows:
 - a. **Fund Code:** (e.g., **10000**) Identifies the fund, such as the General Fund.
 - b. **Department Code:** (e.g., **81200**) Indicates the responsible department, such as Public Works.
 - c. **Object Code:** (e.g., **52200**) Specifies the type of expenditure, such as contractual services.
10. **Distribution Amount:** The amount allocated to a specific account, showing how the payment is distributed across budget line items.

These fields ensure accuracy, transparency, and accountability in financial reporting and expenditure tracking, aligning with the City's commitment to sound fiscal management practices. This process not only fulfills legal and procedural requirements but also underscores the City's dedication to effective governance and responsible stewardship of public funds.

CONSISTENCY WITH GENERAL PLAN

Not applicable.

FINANCIAL REVIEW/SOURCE OF FUNDING

The payments presented for ratification have been made in accordance with the City's approved budget for the fiscal year. All expenditures are charged to their respective funds and accounts as outlined in the City's financial plan. The warrants, library payments, and payroll

transfers were funded from the General Fund, Special Revenue Funds, and other designated funding sources, ensuring compliance with budgetary allocations and authorized spending limits. No unbudgeted or unauthorized expenses are included in this report.

ENVIRONMENTAL (CEQA)

Not applicable.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at sierramadreca.gov.

Attachments

1. Resolution 25-50

¹ These typically include: **Payroll Taxes** – Employer-paid portions of Social Security, Medicare (FICA), and state/federal unemployment taxes (FUTA/SUTA). **Retirement Contributions** – Employer contributions to pension plans or retirement accounts, such as CalPERS (California Public Employees' Retirement System). **Health and Benefits Costs** – Employer-provided health insurance, dental, vision, life insurance, or other employee benefits. **Workers' Compensation Insurance** – Employer-paid premiums for workers' compensation coverage. **Other Employer Liabilities** – Any additional costs required by employment agreements, union contracts, or city policies.

RESOLUTION NUMBER 25-50

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

WHEREAS, Government Code sections 37208-37209 authorize the City Council to ratify and approve warrants or checks drawn in payment of demands certified or approved by the Director of Finance as conforming to the budget; and,

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 \$690,436.06; Sierra Madre Library Warrants in the aggregate amount of \$7,049.78; and Payroll Transfer in the aggregate amount of \$607,221.90 for the fiscal year ending June 30, 2026.

APPROVED AND ADOPTED this 9th day of September 2025.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 25-50 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 9th day of September 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Sierra Madre, California

**City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of September 9, 2025**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants	\$690,436.06
Sierra Madre Library Warrants.....	\$7,049.78
Payroll Transfer.....	\$607,221.90

Warrant Register Post Date 9/9/25

Attachment 1A

Fiscal Year	Description	Amount	Page #
FY25/26	General Warrants	\$672,019.33	1-4
FY25/26	General Manual Warrant	\$3,597.33	5-6
FY25/26	General Utility Bills	\$14,819.40	7
	Total	\$690,436.06	

FY25/26	Library Warrant	\$6,719.03	8
FY25/26	Library Manual Warrant	\$330.75	9
	Total	\$7,049.78	

Pay Date:			
8/28/2025	Payroll #18	\$607,221.90	
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
	Total	\$607,221.90	



Packet: APPKT08235 - GEN 9/9/25

Check Date: 09/02/2025

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>VEN01796</u>	ADAMSON POLICE PRODUCTS				2,983.50
APBWEST	Check	<u>INV439378</u>	PD SAFEY EQUIPMENT	10000.50000.53303	2,983.50
<u>VEN03454</u>	AMAZON CAPITAL SERVICES				557.49
APBWEST	Check	<u>193W-HW71-3C3X</u>	MISC. SUPPLIES 8/4/25 - 8/17/25	71000.81100.53205	16.66
		<u>1FYJ-J71X-1T11</u>	MISC. SUPPLIES 8/4/25 - 8/17/25	10000.61000.53202	266.40
				10000.61000.53303	83.18
		<u>1HMD-M1P9-446T</u>	MISC. SUPPLIES 8/4/25 - 8/17/25	10000.50000.53999	25.40
		<u>1MLN-XHG1-4N3R</u>	MISC. SUPPLIES 7/21/25 - 8/3/25	60002.30000.53100	29.00
		<u>1TDQ-3FWY-3RQI</u>	MISC. SUPPLIES 8/4/25 - 8/17/25	71000.81100.53100	136.85
<u>Q859</u>	AQUA METRIC				10,496.52
APBWEST	Check	<u>INV0107879</u>	WATER METER PURCHASE	71000.81100.56011	10,496.52
<u>1552</u>	ARNOLD'S FRONTIER HARDWARE - Fire				213.80
APBWEST	Check	<u>116762</u>	MISC. SUPPLIES	10000.61000.53204	15.45
		<u>116766</u>	MISC. SUPPLIES	10000.61000.53204	19.32
		<u>116771</u>	MISC. SUPPLIES	10000.61000.53204	30.90
		<u>116774</u>	MISC. SUPPLIES	10000.61000.53204	18.77
		<u>116824</u>	MISC. SUPPLIES	10000.61000.53204	43.70
		<u>116839</u>	MISC. SUPPLIES	10000.61000.53204	7.16
		<u>116844</u>	MISC. SUPPLIES	10000.61000.53204	10.74
		<u>116850</u>	MISC. SUPPLIES	10000.61000.53204	67.76
<u>1553</u>	ARNOLD'S FRONTIER HARDWARE - Police				2.20
APBWEST	Check	<u>116809</u>	MISC. SUPPLIES	10000.50000.53204	2.20
<u>Q122</u>	ARNOLD'S FRONTIER HARDWARE - PW				167.81
APBWEST	Check	<u>116490</u>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	26.69
		<u>116670</u>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	15.22
		<u>116687</u>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	25.39
		<u>116725</u>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	37.87
		<u>116736</u>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	17.27
		<u>116745</u>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	27.71
		<u>116783</u>	FY 25/26 STREET DEPT. MAINTENANCE SUPPLIES	10000.83500.53206	17.66
<u>VEN02692</u>	AXON ENTERPRISE INC				56,368.67
APBWEST	Check	<u>INUS199126</u>	PD IN-CAR CAMERA SYSTEM 2023	10000.50000.52200	18,160.62
		<u>INUS199403</u>	PD BODY WORN CAMERA SYSTEM 2023	10000.50000.52200	22,370.12
		<u>INUS202616</u>	PROF. EVIDENCE.COM LIC./10GM STORAGE	10000.50000.52200	3,141.54
		<u>INUS229871</u>	PD TASER BATTERY PACKS	10000.50000.52200	12,696.39
<u>VEN03980</u>	CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY				140,474.74
AP EFT WEST	Electronic Funds Transfer	<u>INV-2738</u>	GEN LIAB & WORK COMP FY 24/25 APRIL-JUNE	60007.70100.54805	140,474.74
<u>VEN04418</u>	CALIFORNIA MUNICIPAL STATISTICS INC				600.00
APBWEST	Check	<u>25081404</u>	DIRECT AND OVERLAPPING DEBT STATEMENT AS	60002.30000.52100	600.00
<u>VEN04508</u>	CENTER FOR INTERNET SECURITY INC				995.00
APBWEST	Check	<u>INV-250826-0072223</u>	MS-ISAC SINGEL ORG. MEMBERSHIP 8/26/25 - 2	60003.30000.52200	995.00
<u>1121</u>	COLANTUONO, HIGHSMITH & WHATLEY, PC				40,144.00
APBWEST	Check	<u>66501</u>	JULY 2025 LEGAL SRVCS-RETAINER: GENERAL AD	10000.21000.52201	8,820.00
				71000.81100.52201	1,890.00
				72000.32000.52201	1,890.00
		<u>66502</u>	JULY 2025 LEGAL SRVCS: CITY CLERK/ELECTIONS	10000.21000.52201	2,438.00
		<u>66503</u>	JULY 2025 LEGAL SRVCS: LABOR/EMPLOYMENT	60007.70100.52201	1,775.50
		<u>66504</u>	JULY 2025 LEGAL SRVCS: SPECIAL COUNSEL	10000.21000.52201	13,667.00
		<u>66505</u>	JULY 2025 LEGAL SRVCS: ASSESSMENT & PROP 2	32012.83000.52200	212.00
		<u>66506</u>	JULY 2025 LEGAL SRVCS: CODE ENFORCEMENT	10000.40000.52201	3,563.50
		<u>66507</u>	JULY 2025 LEGAL SRVCS: MISCELLANEOUS LITIG	10000.21000.52201	276.50
		<u>66508</u>	JULY 2025 LEGAL SRVCS: WATER & UTILITIES	71000.81100.52201	53.00
		<u>66509</u>	JULY 2025 LEGAL SRVCS: MATER DOLORSA DEVE	10000.40000.52201	391.00
		<u>66511</u>	JULY 2025 LEGAL SRVCS: ADV. PROT. SIERRA MAI	10000.40000.52201	79.50

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APBWEST	Check	<u>66512</u>	JULY 2025 LEGAL SRVCS: V. SOUTHERN CA. EDIS	10000.21000.52201	1,219.00
		<u>66513</u>	JULY 2025 LEGAL SRVCS: ALVERNO CUP REVIEW	10000.40000.52201	2,862.00
		<u>66514</u>	JULY 2025 LEGAL SRVCS: EATON FIRE RESPONSE	10000.21000.53998	927.50
		<u>66715</u>	JULY 2025 LEGAL SRVCS: IMPLEMENTATION OF S	10000.40000.52201	79.50
<u>VEN02953</u>	CPACINC.COM				26,447.12
APBWEST	Check	<u>SI-1301776</u>	ADOBE ANNUAL RENEWAL	60003.30000.53503	7,518.32
		<u>SI-1301799</u>	BARRACUDA BACKUP APPLIANCE AND CLOUD H	60003.30000.53503	18,928.80
<u>VEN04461</u>	CRICKET SCADA LLC				540.00
APBWEST	Check	<u>1700</u>	AUBURN - BATTERY SERVICE - EDISON GENERATI	71000.81100.52200	540.00
<u>0713</u>	DEPT OF JUSTICE				330.00
APBWEST	Check	<u>836240</u>	JULY 2025 Payment for DOJ processing fees	10000.50000.52200	330.00
<u>VEN03180</u>	DICKS AUTO SUPPLY				729.77
APBWEST	Check	<u>232151</u>	FY 25/26 AUTO PARTS	60000.83100.53208	197.22
		<u>232261</u>	FY 25/26 AUTO PARTS	60000.83100.53208	311.57
		<u>232379</u>	FY 25/26 AUTO PARTS	60000.83100.53208	220.98
<u>VEN04105</u>	DR. ANGELICA LOZA-GOMEZ M.D., PC.				992.00
APBWEST	Check	<u>37</u>	Medical Director Services JULY 2025	10000.64000.52200	992.00
<u>VEN04114</u>	DYLAN FISHER				386.26
APBWEST	Check	<u>INV041826</u>	TRAVEL REIMB: TASER INSTRUCTOR COURSE	10000.50000.52005	100.80
		<u>INV041827</u>	TRAVEL REIMB: POST FIELD TRAINING OFFICER (10000.50000.52005	118.30
		<u>INV041828</u>	TRAVEL REIMB: PEPPERBALL INSTRUCTOR AND /	10000.50000.52005	57.12
		<u>INV041829</u>	TRAVEL REIMB: LESS LETHAL INSTRUCTOR'S COL	10000.50000.52005	110.04
<u>0482</u>	E C CONSTRUCTION CO.				13,560.00
APBWEST	Check	<u>19893</u>	REPLACEMENT OF DAMAGED BANNER POLES	32012.83000.52200	13,560.00
<u>VEN03442</u>	FAILSAFE TESTING LLC				986.14
APBWEST	Check	<u>14383</u>	EQUIP. MAINTENANCE	10000.61000.53202	986.14
<u>VEN04122</u>	FAITH FIRE EXTINGUISHER & SAFETY EQUIPMENT				329.94
APBWEST	Check	<u>12172</u>	FIRE EXTINGUISHER INSPECTIONS	60001.83200.52200	329.94
<u>0220</u>	GEM PLUMBING				1,975.00
APBWEST	Check	<u>171869</u>	SERVICE CALL - 50 GAL W/H INSTALLATION	60001.83200.52301	1,975.00
<u>0899</u>	GOLDENWEST LUBRICANTS, INC.				885.44
APBWEST	Check	<u>INV000407840</u>	MOTOR OIL	60000.83100.53208	885.44
<u>0243</u>	HOSE MAN				49.24
APBWEST	Check	<u>00101500</u>	MAINT. SUPPLIES	60000.83100.53208	49.24
<u>VEN04521</u>	JAY W. BLIGH				3,155.82
APBWEST	Check	<u>INV041831</u>	REFUND: SMIP (COM), BSASRF, PERMIT FEE	10000.00000.23206	5.60
				10000.00000.23207	3.00
				10000.40000.43010	3,147.22
<u>VEN03424</u>	JOHNSON INVESTIGATIONS				3,082.00
APBWEST	Check	<u>2025-30</u>	Background Investigations	60007.70101.52100	1,100.00
		<u>2025-38</u>	Background Investigation	60007.70101.52100	1,982.00
<u>1185</u>	KEYSTONE UNIFORM				1,736.31
APBWEST	Check	<u>071365</u>	UNIFORMS	10000.50000.53303	34.81
		<u>071404</u>	UNIFORMS	10000.50000.53303	1,701.50
<u>VEN04411</u>	KOSMONT COMPANIES				1,544.85
APBWEST	Check	<u>2407.5-010</u>	ECON DEV ADVISORY SERVICES 5/01/25 - 5/31/2	10000.30000.53000	1,544.85
<u>0515</u>	LANDSCAPE WAREHOUSE				80.71
APBWEST	Check	<u>2508-501565</u>	FY 25/26 MAINTENANCE SUPPLIES	10000.83300.53001	80.71
<u>0277</u>	LIEBERT CASSIDY WHITMORE				3,137.00
APBWEST	Check	<u>301559</u>	JULY 2025 LEGAL SERVICES: LABOR RELATIONS	60007.70100.52201	1,746.00
		<u>301560</u>	JULY 2025 LEGAL SERVICES: GENERAL	60007.70100.52201	242.50
		<u>301561</u>	JULY 2025 LEGAL SERVICES: INVESTIGATION ADV	60007.70100.52201	145.50
		<u>301562</u>	JULY 2025 LEGAL SERVICES: INVESTIGATION ADV	60007.70100.52201	1,003.00
<u>VEN03211</u>	MACLEOD WATTS INC				2,150.00
APBWEST	Check	<u>081925SleMa</u>	GASB 75 ACTUARIAL REPORT	60002.30000.52100	2,150.00
<u>VEN02976</u>	MEDICO PROFESSIONAL LINEN SERVICE				74.55
APBWEST	Check	<u>21282160</u>	MEDICO WASTE SERVICES	10000.64000.53300	74.55
<u>VEN03488</u>	MUNICIPAL EMERGENCY SERVICES INC				287.83
APBWEST	Check	<u>IN2308924</u>	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	287.83
<u>1608</u>	MUNICIPAL MAINTENANCE EQUIP IN				12,681.17
APBWEST	Check	<u>039245</u>	REPAIR TO VACCON TRUCK	60000.83100.53208	12,681.17

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
<u>VEN04007</u>	OCCUPATIONAL HEALTH CENTERS OF CA					431.00
APBWEST	Check	<u>87780228</u>	PRE-EMPLOYMENT EXAM	60007.70101.52106	231.00	
		<u>87864376</u>	PRE-EMPLOYMENT EXAM	60007.70101.52106	200.00	
<u>0786</u>	OFFICE DEPOT, INC					422.40
APBWEST	Check	<u>432545717001</u>	OFFICE SUPPLIES	60002.31100.53100	-3.29	
		<u>434109020001</u>	OFFICE SUPPLIES	60002.31100.53100	99.22	
		<u>434787798001</u>	OFFICE SUPPLIES	60002.31100.53100	53.69	
		<u>434787799001</u>	OFFICE SUPPLIES	60002.31100.53100	61.84	
		<u>434998802001</u>	OFFICE SUPPLIES	60002.31100.53100	163.23	
		<u>436409052001</u>	OFFICE SUPPLIES	10000.50000.53100	47.71	
<u>VEN04497</u>	OPTIMIZED INVESTMENT PARTNERS LLC					3,171.23
APBWEST	Check	<u>1442</u>	INVESTMENT ADVISORY SERVICE PERIOD ENDIN	10000.32000.52200	3,171.23	
<u>VEN03819</u>	PAYDIRT PRINTING SERVICES					717.73
APBWEST	Check	<u>248483-16888</u>	BUSINESS CARDS	60002.31100.53102	717.73	
<u>VEN01608</u>	PHOENIX GROUP INFORMATION SYSTEMS					2,980.61
APBWEST	Check	<u>072025200</u>	JULY 2025 Parking permit and citation service	10000.50000.52200	2,980.61	
<u>0336</u>	POST ALARM SYSTEMS					1,053.14
APBWEST	Check	<u>1819098</u>	FY 25/26 ALARM SAFETY MONITORING 8/1/25 -	60000.83100.52200	526.57	
		<u>1829081</u>	FY 25/26 ALARM SAFETY MONITORING 9/1/25 -	60000.83100.52200	526.57	
<u>VEN04373</u>	PROJECTDOG INC					450.00
APBWEST	Check	<u>22905</u>	870352 REQ FOR QUALIFICATIONS: ELEVATOR Yr	10000.82000.52100	450.00	
<u>0338</u>	PRUDENTIAL OVERALL SUPPLY					307.59
APBWEST	Check	<u>52908379</u>	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	159.45	
		<u>52910102</u>	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	148.14	
<u>0360</u>	QUINN COMPANY					2,014.08
APBWEST	Check	<u>53198801</u>	BUCKET FOR BACKHOE	60000.83100.53208	2,014.08	
<u>1485</u>	RED SUPPLY INC					114.82
APBWEST	Check	<u>23137</u>	MAINT SUPPLIES	71000.81100.53205	114.82	
<u>0346</u>	RED WING SHOES					1,213.83
APBWEST	Check	<u>20250810014862</u>	FY 25/26 PW AND UTILITIES WORK BOOTS	60001.83200.53303	1,213.83	
<u>VEN02718</u>	ROADLINE PRODUCTS INC					1,488.02
APBWEST	Check	<u>21724</u>	MAINTENANCE SUPPLIES: PAINT	10000.83500.53206	1,488.02	
<u>VEN04251</u>	ROBERT LADD					146.88
APBWEST	Check	<u>INV041832</u>	REIMB: PARTS FOR ENGINE AND TOOLS	10000.61000.52302	146.88	
<u>VEN01670</u>	ROGERS, ANDERSON, MALODY & SCOTT, LLP					17,150.00
APBWEST	Check	<u>78237</u>	PROG BILLING #1 FY 2025	60002.30000.52100	1,950.00	
		<u>78463</u>	PROG BILLING #2 FY 2025	60002.30000.52100	15,200.00	
<u>VEN04230</u>	ROTH STAFFING COMPANIES					5,151.20
APBWEST	Check	<u>16310513</u>	AminSvcs - Employment Agency WorkEnding 8/1	60007.70100.52200	1,120.00	
		<u>16310514</u>	AminSvcs - Employment Agency WorkEnding 8/1	60007.70100.52200	1,520.00	
		<u>16312661</u>	AminSvcs - Employment Agency WorkEnding 8/1	60007.70100.52200	991.20	
		<u>16312662</u>	AminSvcs - Employment Agency WorkEnding 8/1	60007.70100.52200	1,520.00	
<u>VEN01027</u>	STUBBIES					3,033.05
APBWEST	Check	<u>25043</u>	CH UNIFORMS	60007.70100.53303	1,208.94	
		<u>25050</u>	PW UNIFORMS	60001.83200.53303	1,824.11	
<u>VEN02444</u>	SUPERIOR COURT OF CA, CO OF L. A.					2,666.50
APBWEST	Check	<u>JULY2025</u>	JULY 2025 Citation Revenue distribution	10000.50000.52200	2,666.50	
<u>1245</u>	THE WORKSHOP					345.87
APBWEST	Check	<u>74755</u>	PARKING SURVEY LETTER	60003.30000.53102	345.87	
<u>VEN03465</u>	TOTAL SAFETY SUPPLIES & SOLUTIONS					365.31
APBWEST	Check	<u>55290715.012</u>	SMALL TOOLS	60000.83100.53208	192.13	
		<u>55292026.001</u>	SMALL TOOLS	60000.83100.53208	173.18	
<u>1799</u>	TYLER TECHNOLOGIES INC					90,509.48
APBWEST	Check	<u>025-510507</u>	ANNUAL MAINT/FINANCIALS & UTILITIES MODUI	60003.30000.52200	90,509.48	
<u>VEN03971</u>	UNITED TACTICAL SYSTEMS LLC					650.00
APBWEST	Check	<u>0099912-IN</u>	INSTRUCTOR/ARMORER CERT. - FISHER	10000.50000.52205	650.00	
<u>1243</u>	USA BLUEBOOK					7,917.22
APBWEST	Check	<u>INV00790045</u>	SAFETY EQUIPMENT / WATER DISTRIBUTION SU	60001.83200.53303	340.91	
				71000.81100.53212	7,576.31	
<u>VEN04003</u>	WEX BANK					244.08
APBWEST	Check	<u>106914376</u>	FUEL STRIKE TEAM	60000.83100.52100	244.08	

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
<u>0425</u>	WILLDAN ASSOCIATES					201,330.41
AP8WEST	Check	<u>002-34681</u>	MARCH 2025 PLAN CHECK AND INSPECTION SEF 10000.40000.52100		81,087.64	
		<u>002-35512</u>	JULY 2025 PLAN CHECK AND INSPECTIONS SERVI 10000.40000.52100		120,242.77	
Report Total:						672,019.33



Packet: APPKT08229 - GEN MAN 9/9/25

Check Date: 08/29/2025

Vendor Set: 01 - Vendor Set 01

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total Distribution Amount
<u>0786</u>	OFFICE DEPOT, INC				1,571.05
APBWEST	Check	<u>404753629001</u>	OFFICE SUPPLIES	60002.31100.53100	168.66
		<u>412209526001</u>	OFFICE SUPPLIES	60007.70100.53999	36.01
		<u>420833607001</u>	OFFICE SUPPLIES	60002.31100.53100	71.87
		<u>420834528001</u>	OFFICE SUPPLIES	60002.31100.53100	40.87
		<u>420834529001</u>	OFFICE SUPPLIES	60002.31100.53100	20.38
		<u>420834530001</u>	OFFICE SUPPLIES	60002.31100.53100	15.63
		<u>420834531001</u>	OFFICE SUPPLIES	60002.31100.53100	10.99
		<u>421704154001</u>	OFFICE SUPPLIES	60002.31100.53100	95.48
		<u>422508466001</u>	OFFICE SUPPLIES	10000.40000.53100	21.76
		<u>424351245001</u>	OFFICE SUPPLIES	10000.40000.53100	177.20
		<u>430162198001</u>	OFFICE SUPPLIES	60002.31100.53100	164.00
					748.20
<u>1656</u>	R.A.V.C.O. LLC				1,353.63
APBWEST	Check	<u>8052025</u>	REGIONAL WILDLIFE MANAGEMENT LUNCH & LI	38004.83300.52200	1,353.63
<u>0158</u>	VULCAN MATERIALS COMPANY				632.65
APBWEST	Check	<u>3801385</u>	COLD MIX	71000.81100.53206	632.65
Report Total:					3,557.33



Packet: APPKT08220 - GEN MAN 9/9/25

Check Date: 08/21/2025

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>0352</u>	SAN GAB VALLEY COUNCIL OF GOVERNMENTS				40.00
APBWEST	Check	<u>INV041781</u>	SUPPORTING IMMIGRANTS CONF: SEPT 17, 202	60002.30000.53409	40.00
				Report Total:	40.00



Packet: APPKT08234 - UB 9/9/25

Check Date: 09/02/2025

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>VEN02829</u>	RINGCENTRAL INC				14,234.19
APBWEST	Check	<u>CD_001146106</u>	6/23/25 - 7/22/25 VOIP PHONE SERVICE	60003.30000.55005	4,741.47
		<u>CD_001172692</u>	7/22/25 - 8/22/25 VOIP PHONE SERVICE	60003.30000.55005	4,746.47
		<u>CD_001199223</u>	8/23/25 - 9/22/25 VOIP PHONE SERVICE	60003.30000.55005	4,746.25
<u>0216</u>	THE GAS COMPANY				585.21
APBWEST	Check	<u>INV041830</u>	118-261-4788 3 7/1/25 - 8/1/25	60000.83100.55001	585.21
Report Total:					14,819.40



Packet: APPKT08237 - LIB 9/9/25
Vendor Set: 01 - Vendor Set 01

Check Date: 09/02/2025

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total Distribution Amount
<u>VEN03454</u>	AMAZON CAPITAL SERVICES				126.15
APBWEST	Check	<u>1MMK-XWWF-37ND</u>	MISC SUPPLIES 8/4/25 - 8/17/25	10000.90000.53100	24.32
		<u>1TQ1-NCNN-3VGN</u>	MISC SUPPLIES 8/4/25 - 8/17/25	10000.90000.53406	49.34
		<u>1W6L-KKWV-371X</u>	MISC SUPPLIES 8/4/25 - 8/17/25	39006.90000.53999	52.49
<u>0132</u>	BAKER & TAYLOR, INC.				328.50
APBWEST	Check	<u>2039163996</u>	BOOKS AND REFERENCE & MEDIA (FY 2025-26)	10000.90000.53406	20.26
		<u>2039163997</u>	LIBRARY SUPPLIES	10000.90000.52200	1.77
		<u>2039182057</u>	BOOKS AND REFERENCE & MEDIA (FY 2025-26)	10000.90000.53406	73.87
		<u>2039185058</u>	LIBRARY SUPPLIES	10000.90000.52200	4.44
		<u>2039213680</u>	BOOKS AND REFERENCE & MEDIA (FY 2025-26)	10000.90000.53406	22.66
		<u>2039213681</u>	LIBRARY SUPPLIES	10000.90000.52200	0.45
		<u>2039219957</u>	BOOKS AND REFERENCE & MEDIA (FY 2025-26)	39006.90000.53406	31.71
		<u>2039219958</u>	LIBRARY SUPPLIES	10000.90000.52200	8.55
		<u>2039231925</u>	BOOKS AND REFERENCE & MEDIA (FY 2025-26)	10000.90000.53406	119.96
		<u>2039231926</u>	LIBRARY SUPPLIES	10000.90000.52200	9.29
		<u>2039239086</u>	BOOKS AND REFERENCE & MEDIA (FY 2025-26)	39006.90000.53406	26.99
		<u>2039239087</u>	LIBRARY SUPPLIES	10000.90000.52200	8.55
<u>0145</u>	BRODART				107.49
APBWEST	Check	<u>661992</u>	OFFICE SUPPLIES	10000.90000.53100	107.49
<u>0786</u>	OFFICE DEPOT, INC				64.24
APBWEST	Check	<u>427484144001</u>	OFFICE SUPPLIES	10000.90000.53100	64.24
<u>VEN01043</u>	OVERDRIVE INC				5,995.52
APBWEST	Check	<u>01148CO2502137</u>	EBOOK/AUDIOBOOK	39006.90000.53406	1,814.24
		<u>01148CO25202863</u>	EBOOK/AUDIOBOOK	39006.90000.53406	1,745.93
		<u>01148CO25202878</u>	EBOOK/AUDIOBOOK	39006.90000.53406	1,593.39
		<u>01148CO25202898</u>	EBOOK/AUDIOBOOK	39006.90000.53406	841.96
<u>VEN04169</u>	PLAYAWAY PRODUCTS LLC				97.13
APBWEST	Check	<u>508396</u>	MISC. SUPPLIES	39006.90000.53406	97.13
Report Total:					6,719.03



Packet: APPKT08216 - LIB MAN 9/9/25
Vendor Set: 01 - Vendor Set 01

Check Date: 08/20/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>1656</u>	R.A.V.C.O. LLC				330.75
APBWEST	Check	<u>7252025</u>	SIERRA MADRE LIBRARY BREAKFAST	10000.90000.53999	330.75
				Report Total:	330.75

William Zaragoza

From: Denise Mendoza
Sent: Thursday, August 21, 2025 10:46 AM
To: William Zaragoza
Subject: Warrant Numbers Request

Hi Good Morning William,

Laura asked me to issue you a resolution no. for next meeting 9/9. Warrants Resolution No. will be 25-50.

Kind Regards,
Denise



Denise Mendoza
Administrative Analyst | City of Sierra Madre
232 W. Sierra Madre Blvd., Sierra Madre, CA 91024
(626) 355 -7135 | dmendoza@sierramadrecal.gov

PAYROLL SUMMARY (Payroll Summary Register)

	Date	Total Earnings	Employer Expenses	Total
PR #1	1/2/2025	\$ 426,382.62	\$ 149,519.13	\$ 575,901.75
PR #2	1/16/2025	\$ 466,505.68	\$ 154,403.23	\$ 620,908.91
PR #3	1/30/2025	\$ 430,189.49	\$ 106,655.41	\$ 536,844.90
PR #4	2/13/2025	\$ 401,188.80	\$ 146,609.01	\$ 547,797.81
PR #5	2/27/2025	\$ 417,229.97	\$ 152,358.60	\$ 569,588.57
PR #6	3/13/2025	\$ 439,336.21	\$ 146,827.36	\$ 586,163.57
PR #7	3/27/2025	\$ 386,957.20	\$ 153,095.91	\$ 540,053.11
PR #8	4/10/2025	\$ 423,822.70	\$ 144,191.82	\$ 568,014.52
PR #9	4/24/2025	\$ 386,704.07	\$ 153,601.41	\$ 540,305.48
PR #10	5/8/2025	\$ 460,935.10	\$ 147,714.43	\$ 608,649.53
PR #11	5/22/2025	\$ 388,462.10	\$ 154,614.95	\$ 543,077.05
PR #12	6/5/2025	\$ 612,263.92	\$ 162,051.90	\$ 774,315.82
PR #13	6/18/2025	\$ 467,856.72	\$ 159,357.65	\$ 627,214.37
PR #14	7/3/2025	\$ 381,164.88	\$ 148,724.78	\$ 529,889.66
PR #15	7/17/2025	\$ 409,549.77	\$ 157,053.51	\$ 566,603.28
PR #16	7/31/2025	\$ 435,290.72	\$ 117,146.13	\$ 552,436.85
PR #17	8/14/2025	\$ 409,235.78	\$ 152,318.00	\$ 561,553.78
PR #18	8/28/2025	\$ 442,892.72	\$ 164,329.18	\$ 607,221.90



City of Sierra Madre Agenda Report

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Sue Spears, City Treasurer
Anthony Rainey, Finance Director
Selena Yang, Senior Accountant

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 9, 2025

SUBJECT: **TREASURER'S REPORT - QUARTER ENDING JUNE 30, 2025**

STAFF RECOMMENDATION

It is recommended that the City Council receive and file the Treasurer's Report for the cash and investment portfolio for the quarter ending June 30, 2025.

SUMMARY

The City of Sierra Madre manages its financial assets through a combination of liquid accounts and strategic investment vehicles to ensure safety, compliance, and adequate liquidity for operations. The main components of the city's cash and investment portfolio include the Local Agency Investment Fund (LAIF), BMO Capital Markets investment accounts, and BMO General (operating cash) accounts. These are structured alongside the State of California's Pooled Money Investment Account to maximize returns within the requirements set by state law.

OVERVIEW OF KEY ACCOUNTS AND INVESTMENT VEHICLES

Local Agency Investment Fund (LAIF): LAIF is a voluntary investment program overseen by the State Treasurer, designed for municipalities and local agencies. It offers security and competitive interest rates while promoting liquidity and diversification. LAIF forms the core of the city's investments, comprising over 91% of the city's portfolio and earning a yield of 4.269% as of June 30, 2025.

BMO Capital Markets: This section of the portfolio includes direct investments such as U.S. Treasury Bills and Bonds managed through BMO Capital Markets. These

investments are structured with staggered maturities (“laddering”) to ensure ongoing liquidity and stable interest income. All securities are held in safekeeping at the Federal Reserve through BMO.

BMO General Accounts: Cash accounts at BMO serve as the City’s operating accounts. These hold working cash for day-to-day needs and short-term obligations. Although these balances earn minimal interest (0% as of the report date), they provide liquidity for City operations.

Investment Maturities Structure: The city’s investments are structured so that significant maturities occur in 2025 and 2026, simplifying cash planning. This approach ensures that the City is prepared to meet both routine expenses and major planned outlays without incurring risk or loss from forced asset sales.

State of California Pooled Money Investment Account (PMIA): PMIA is a large pool managed by the State Treasurer, which underpins the security and liquidity of funds deposited in accounts like LAIF. PMIA invests in high-quality, short- and medium-term securities to support participating agencies, providing both safety of principal and ongoing liquidity.

Investment Portfolio Management

Beginning in May 2025, the City hired Optimized Investment Partners to enhance portfolio performance and reinforce compliance with California Government Code requirements for both the safety and liquidity of public funds. Ongoing management of the city’s portfolio will be done collaboratively by Optimized Investment Partners, the City Treasurer, and the Director of Finance, focusing on protecting principal and optimizing yield for residents and stakeholders.

Cash Flow and Liquidity

Given the forecasted schedule of receipts and disbursements and the careful structuring of the pooled portfolio the City of Sierra Madre is fully positioned to meet all cash flow requirements for at least the next six months, without compromising the security or availability of city funds.

PERFORMANCE

- The total cash and investment portfolio book value (cost) held by the City as of June 30, 2025 was \$50,174,250.
- The cash and investments held by the City include the following components: Managed Investment Portfolio (\$3,784,883), State of CA Local Agency

Investment Fund (\$41,054,970), Cash/Time Deposits (\$5,322,031), and accrued interest on investments (\$12,365). (*Earned interest is the interest earned on investments over a specific period, accrued interest is the interest that an investment has earned, but hasn't been received, and paid interest is the interest that has already been received as payment*).

- Cash and investments held by the City and the trustees continue to be invested in accordance with the Government Code and the Council Investment Policy.
- During the quarter, one U.S. Treasury Note matured for \$1,000,000 and one U.S. Treasury Bill matured for \$1,100,000. No new investments were purchased.
- Two-year Treasuries yielding 3.89% at the beginning of the quarter ended lower at the end of the quarter at 3.72%, which was a decrease of 17 basis points for the quarter.
- As of June 30, 2025, the Weighted Yield to Maturity on the Managed Investment Portfolio was 3.65%.
- At the end of this quarter, the Weighted Average Maturity of the Managed Investment Portfolio was 0.73 years.

FISCAL IMPACT ANALYSIS

There is no impact to the General Fund for the City Council to receive and file this report.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at sierramadrecagov.

ATTACHMENTS

1. Treasurer's Report for April - June 2025

ATTACHMENT

**CITY OF SIERRA MADRE
TREASURER'S REPORT
CASH AND INVESTMENT PORTFOLIO
Apr-Jun 2025**

CITY CASH

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
ALL	BMO	\$ 3,979,982.61	0.000%
	TOTAL	\$ 3,979,982.61	

<u>ACCOUNT NAME</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>CHANGES RATE</u>
General Account	BMO	3,470,981.05	13,178,452.74	(12,669,451.18)	3,979,982.61	14.66%
	TOTAL	\$ 3,470,981.05	\$ 13,178,452.74	\$ (12,669,451.18)	\$ 3,979,982.61	

CITY INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUND	\$ 41,054,970.18	\$ 41,054,970.18	\$ 41,104,166.76	91.41%	4.269%
BMO Capital Markets	\$ 3,784,882.60	\$ 3,915,000.00	\$ 3,863,764.75	8.59%	See Attached
TOTAL	\$ 44,839,852.78	\$ 44,969,970.18	\$ 44,967,931.51	100.00%	

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>CHANGES RATE</u>
LOCAL AGENCY INVESTMENT FUND	\$ 38,911,305.21	\$ 4,043,664.97	(1,900,000.00)	\$ 41,054,970.18	5.51%
BMO Capital Markets	\$ 5,844,509.43	\$ 0.00	(2,059,626.83)	\$ 3,784,882.60	-35.24%
TOTAL	\$ 44,755,814.64	\$ 4,043,664.97	\$ (3,959,626.83)	\$ 44,839,852.78	

CITY - TOTAL CASH AND INVESTMENT \$ 48,819,835.39

In compliance with the California Code Section 53646, as the City Treasurer of the City of Sierra Madre, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.



 Sue Spears, City Treasurer Date

City of Sierra Madre
Treasurer's Report
Cash Balances by Fund
For the Quarter Ended June 30,2025

Fund No.	Fund	Balance 4/1/2025	Receipts	Disbursements	Balance 6/30/2025
10000	General	13,301,082.69	7,303,149.72	6,639,047.64	13,965,184.77
26002	Misc Grants	307,335.89	3,249.65	-	310,585.54
28009	2025 Eaton Fire	(213,579.50)	243,197.32	29,617.82	-
29007	Targeted State Grants-Library	6,431,243.75	1,963,708.82	2,165,372.31	6,229,580.26
32XXX	Assessment Districts	1,312,047.37	51,221.79	33,299.03	1,329,970.13
34002	Development Impact Fees	1,084,494.61	10,853.00	-	1,095,347.61
34003	Art In Public Places	27,720.69	277.41	-	27,998.10
35001	DUI Enforcement Grant	1,281.21	12.82	-	1,294.03
35003	Police Donations	50,155.98	501.93	-	50,657.91
35004	PSAF	174,352.06	40,932.81	26,779.97	188,504.90
35005	State COPS Grant	128,255.25	1,010.62	125,005.08	4,260.79
35008	Officer Wellness and Mental Health	16,128.64	161.41	-	16,290.05
36002	Fire Department Donations	31,776.57	318.00	-	32,094.57
37001	Community Arts Commission	6,316.71	63.21	-	6,379.92
37003	Recreation Donations	11,705.27	99.72	2,080.17	9,724.82
37004	Prop A	1,025,663.91	81,463.93	648.20	1,106,479.64
37005	Open Space Fund	235,837.31	18,968.90	-	254,806.21
37006	Senior Center	231,243.39	6,947.81	12,606.33	225,584.87
37007	SM Community Foundation	56,663.92	567.06	-	57,230.98
37008	Youth Activity Center	68,443.40	684.94	-	69,128.34
37009	Prop C	196,714.59	60,933.26	-	257,647.85
38001	CA Beverage Container	8,425.25	84.32	-	8,509.57
38002	CDBG	(8,997.00)	30,565.12	58,381.70	(36,813.58)
38003	AQMD	37,828.29	3,964.49	-	41,792.78
38004	Environmental Fund	315,866.32	46,503.65	50,785.00	311,584.97
38005	Gas Tax	290,470.55	71,731.71	76,045.91	286,156.35
38007	Measure R	150,975.25	45,714.61	-	196,689.86
38012	Measure M	454,161.84	54,379.51	-	508,541.35
38013	RMRA	392,152.25	77,635.65	103,363.30	366,424.60
38015	Measure W	61,382.87	595.75	2,998.69	58,979.93
39002	Library Gift & Memorial	218,612.25	8,238.92	3,714.59	223,136.58
39006	Friends of the Library	(3,687.85)	4,054.26	13,915.22	(13,548.81)
39009	Robert Day Trust	761,884.76	7,624.51	-	769,509.27
39010	American Rescue Plan Act	496,817.02	4,958.48	5,645.00	496,130.50
40000	Capital Projects Fund	419,077.82	16,597.57	216,484.71	219,190.68
47000	Low & Mod Housing	358,258.07	3,585.24	-	361,843.31
50001	Debt Service	13,337.63	-	-	13,337.63
60000	Internal Svcs - Fleet	892,156.37	127,368.07	115,322.17	904,202.27
60001	Internal Svcs - Facilities	1,069,440.51	182,082.84	200,967.29	1,050,556.06
60002	Internal Svcs - Admin	951,501.06	247,917.92	251,471.56	947,947.42
60003	Internal Svcs - Technology	817,051.82	287,287.57	241,727.30	862,612.09
60007	IS-Personnel & Risk Mgmt	1,169,393.38	1,966,757.48	1,619,586.18	1,516,564.68
60008	General Plan Update	149,606.04	36,501.02	-	186,107.06
71000	Water	12,003,775.95	1,879,788.41	2,380,021.29	11,503,543.07
72000	Sewer	2,640,547.23	346,521.65	270,856.72	2,716,212.16
76000	Special Services Strike team	81,874.30	-	-	81,874.30
	TOTALS	48,226,795.69	15,238,782.88	14,645,743.18	48,819,835.39

**City of Sierra Madre
Bank Reconciliation
General Account- BMO
Period Ending 6/30/25**

General Ledger Beginning Balance	\$ 4,268,297.34
+Deposits	5,067,514.53
-Withdrawals/Debits/Checks	<u>(5,355,829.26)</u>
General Ledger Ending Balance:	<u>\$ 3,979,982.61</u>
Bank Statement Ending Balance:	\$ 5,322,031.21
+Deposits in Transit	8,489.00
-Outstanding Checks/Withdrawals	<u>(1,350,562.60)</u>
Reconciling Item - Check#70226 Reversal	25.00
General Ledger Ending Balance:	<u>\$ 3,979,982.61</u>

As of June 30, 2025

Investment	Purchase	Maturity	Amount	Annual Interest Rate	Annual Interest Income
LAIF (Estimate)	Various	Any time	\$ 41,054,970	4.269%	\$ 1,752,637
US Treasury	9/11/2024	9/4/2025	500,000	4.02%	20,100
US Treasury	10/24/2024	10/2/2025	500,000	4.15%	20,750
US Treasury	12/10/2024	11/28/2025	365,000	4.13%	15,075
US Treasury	12/18/2023	11/30/2025	450,000	4.30%	19,350
US Treasury	5/4/2022	6/30/2026	1,100,000	0.88%	9,625
US Treasury	9/11/2024	8/31/2026	500,000	3.55%	17,750
US Treasury	10/24/2024	9/30/2026	500,000	3.95%	19,755
Total			\$ 44,969,970		\$ 1,875,041

Investment Maturity Illustration

	Annual Maturities
2025	42,869,970
2026	2,100,000
Total	\$ 44,969,970

**State of California
Pooled Money Investment Account
Market Valuation as of 06/30/2025**

Fiscal Year	24-25
Cost	41,054,970.18
FMV Factor	<u>1.00119831</u>
FMV	<u>41,104,166.76</u>
FMV Appr	<u><u>49,196.58</u></u>
99999-00000-12001-LAIF	41,054,970.18
10000-00000-12006-Allow for FMV LAIF	<u>49,196.58</u>
TOTAL	<u><u>41,104,166.76</u></u>
CHECK	-

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

May 04, 2025

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CITY OF SIERRA MADRE

FINANCE DIRECTOR
232 W. SIERRA MADRE BLVD
SIERRA MADRE, CA 91024

[Tran Type Definitions](#)



Account Number: 98-19-870

April 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
4/8/2025	4/7/2025	RW	1770218	1730779	SELENA YANG	-700,000.00
4/15/2025	4/14/2025	QRD	1772318	N/A	SYSTEM	443,664.97
4/23/2025	4/23/2025	RD	1773046	1733609	SELENA YANG	1,500,000.00

Account Summary

Total Deposit:	1,943,664.97	Beginning Balance:	38,911,305.21
Total Withdrawal:	-700,000.00	Ending Balance:	40,154,970.18

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

June 05, 2025

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CITY OF SIERRA MADRE

FINANCE DIRECTOR
232 W. SIERRA MADRE BLVD
SIERRA MADRE, CA 91024

[Tran Type Definitions](#)



Account Number: 98-19-870

May 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
5/23/2025	5/23/2025	RD	1774063	1734650	SELENA YANG	1,000,000.00

Account Summary

Total Deposit:	1,000,000.00	Beginning Balance:	40,154,970.18
Total Withdrawal:	0.00	Ending Balance:	41,154,970.18

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

July 01, 2025

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CITY OF SIERRA MADRE

FINANCE DIRECTOR
 232 W. SIERRA MADRE BLVD
 SIERRA MADRE, CA 91024

[Tran Type Definitions](#)

Account Number: 98-19-870

June 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
6/12/2025	6/12/2025	RD	1774650	1735221	SELENA YANG	1,100,000.00
6/27/2025	6/26/2025	RW	1775097	1735680	SELENA YANG	-1,200,000.00

Account Summary

Total Deposit:	1,100,000.00	Beginning Balance:	41,154,970.18
Total Withdrawal:	-1,200,000.00	Ending Balance:	41,054,970.18



Statement of Securities Held

Securities Safekeeping

As of close of business June 30, 2025

Account 1053048172 CITY OF SIERRA MADRE

Account 1053048172 CITY OF SIERRA MADRE

Holdings - Available Positions

Asset Type US Treasury Bills

CUSIP / ISIN	Security Description	Holding Location	Current Face Value	Market Value (\$)	Par Value (\$/unit)
912797MH7	UNITED STATES OF AMERICA TREASURY BILLS M 09/04/25 D 09/05/24	FRB		496,170.00	500,000.00
912797MS3	UNITED STATES OF AMERICA TREASURY BILLS M 10/02/25 D 10/03/24	FRB		494,555.00	500,000.00
912797NL7	UNITED STATES OF AMERICA TREASURY BILLS M 11/28/25 D 11/29/24	FRB		358,740.25	365,000.00
US Treasury Bills Totals				1,349,465.25	1,365,000.00

Asset Type US Treasury Bonds

CUSIP / ISIN	Security Description	Holding Location	Current Face Value	Market Value (\$)	Par Value (\$/unit)
91282CCJ8	UNITED STATES OF AMERICA US TREASURY BONDS M 06/30/26 0.875% D 06/30/21	FRB		1,066,725.00	1,100,000.00
91282CJL6	UNITED STATES OF AMERICA US TREASURY BONDS M 11/30/25 4.875% D 11/30/23	FRB		451,039.50	450,000.00
91282CLH2	UNITED STATES OF AMERICA US TREASURY BONDS M 08/31/26 4.000% D 08/31/24	FRB		498,960.00	500,000.00
91282CLP4	UNITED STATES OF AMERICA US TREASURY BONDS M 09/30/26 3.500% D 09/30/24	FRB		497,575.00	500,000.00
US Treasury Bonds Totals				2,514,299.50	2,550,000.00

Holdings - Available Positions Totals 3,863,764.75 3,915,000.00

* BMO Bank is not responsible for validating market value. Market value for MBS/ABS/CMOs reflects previous factor if current factor is unavailable.



City of Sierra Madre AGENDA REPORT

*Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Gene Goss, Council Member
Kelly Kriebs, Council Member
Edward Garcia, Council Member*

Sue Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council
FROM: Gregory Silva, Code Enforcement Officer
Aleks Giragosian, City Attorney
REVIEWED BY: Michael Bruckner, City Manager
DATE: September 9, 2025
SUBJECT: **Code Enforcement Fiscal Year 2024/25 Annual Report**

STAFF RECOMMENDATION

It is recommended that the City Council receive and file the Code Enforcement Officer's 2024-2025 Annual Report for the period ending June 30, 2025.

ANALYSIS

California Revenue & Taxation Code § 17274 requires the City's Code Enforcement Officer report to the City Council annually regarding the issuance and recording of notices of noncompliance. A notice of noncompliance is a document that may be recorded on title that prevents the property owner from claiming a deduction for interest, taxes, depreciation, or amortization paid or incurred in the taxable year with respect to substandard housing located in the City. Substandard housing means occupied rental properties or unoccupied/abandoned dwellings that constitute a serious violation of state law or local codes dealing with health, safety, or building. The chart below provides the required information.

Code Enforcement Reporting Category	Property Addresses / Case Details
Number of written notices of violation issued for substandard housing	1) 205 N. Baldwin Ave 2) 501 Lotus Lane 3) 325-335 N. Baldwin Ave
Number of violations complied with	1) 505 Lotus Lane 2) 351 W. Carter Ave 3) 370 W. Sierra Madre

Code Enforcement Reporting Category	Property Addresses / Case Details
Number of notices of noncompliance issued	1) 737 Alta Vista Drive 2) 281 W. Carter Ave 3) 501 Lotus Lane
Number of appeals from those notices	None
Number of successful appeals by owners	None
Number of notices of noncompliance mailed to the Franchise Tax Board	None- only mailed to Los Angeles County Recorder's Office
Number of cases in which a notice of noncompliance was sent	3 cases
Number of extensions for noncompliance granted	None
Mean average length of time from the issuance of a notice of violation to the mailing of a notice of noncompliance to the Franchise Tax Board where the notice is actually sent to the Franchise Tax Board	3 weeks
Number of cases where compliance is achieved after a notice of noncompliance has been mailed to the Franchise Tax Board	None
Number of instances of disallowance of tax deductions by the Franchise Tax Board resulting from referrals made by the regulatory agency	None

In addition to the statutory disclosures, the Code Enforcement Officer would like to present the following additional facts:

Code Enforcement Activity	Count
Number of pending code enforcement cases	30
Number of notices of violation issued	25
Number of administrative citations issued	4
Number of nuisance abatements	3
Number of red tagged structures	1
Number of civil cases filed	0
Number of criminal cases filed	0

CEQA / ENVIRONMENTAL

N/A

FISCAL IMPACT

The preparation of the Code Enforcement Officer's Annual Report required the expenditure of regular staff time within the normal course of duties. No additional appropriations are necessary. Any associated enforcement actions, including issuance of notices, citations, or abatements, were conducted within the existing operating budget for Planning and Community Preservation Department. There is no fiscal impact to the General Fund beyond staff resources already allocated in the prior years adopted FY 2024–2025 Budget.

Looking forward, should the volume of code enforcement cases continue to increase, the City may face higher demands on staff resources, administrative processing, and potential legal support. While these costs can currently be absorbed within the approved budget, sustained growth in caseload may necessitate consideration of additional staffing, contract services, or adjustments to enforcement fees to offset expenditures in future fiscal years.

PUBLIC NOTICE

This item has been noticed through the regular agenda notification process. Copies of this report are available on the City's website: sierramadreca.gov.



City of Sierra Madre Agenda Report

Robert Parkhurst, Mayor
Kristie Lowe, Mayor Pro Tem
Gene Goss, Council Member
Edward Garcia, Council Member
Kelly Kriebs, Council Member

Sue Spears City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Arnulfo Yanez, Director of Public Works

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 9, 2025

**SUBJECT: RESOLUTION 25-51 DESIGNATING STREETS TO BE INCLUDED
IN THE FY 2025-26 STREET REHABILITATION PROGRAM**

STAFF RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 25-51, approving a list of projects for Fiscal Year 2025-26 to be funded by SB 1: The Road Repair and Accountability Act (RMRA) of 2017, as required by State law.

ALTERNATIVES

1. The City Council may approve Resolution No. 25-51, adopting the project list for FY 2025-26 as required for SB 1 funding eligibility.
2. Defer approval and direct staff to return at a later date. Deferral risks the City's ability to access the current year's SB 1 (RMRA) funds, which require an adopted resolution and approved project list prior to disbursement.

SUMMARY

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, provides essential funding through the RMRA to address statewide transportation funding needs. As mandated, the City must adopt by resolution a list of projects proposed for FY 2025-26 funding, including descriptions, locations, scheduling, and the estimated useful life of each improvement. The City will receive an estimated \$302,684 in RMRA funding for this purpose, supporting vital maintenance and rehabilitation for local streets and roads.

ANALYSIS

Resolution No. 25-51 approves the following list of projects each identified for Fiscal Year 2025-26 funding from the Road Maintenance and Rehabilitation Account. The projects were developed through the City's Pavement Management System and a robust public input process, and are focused on high-priority and cost-effective transportation investments. Adoption of this project list ensures accountability and maintains the City's eligibility for SB 1 funds. To comply with SB1 requirements and maintain eligibility for RMRA funds, it is recommended that the following streets be included in the FY 2025–26 program:

Street	Limits	Treatment	Year of Construction	Estimated Useful Life
Kaia Lane	Arno Dr. to Cul-de-Sac	2" grind & overlay	2025–26	20 years
Monterey Lane	Sierra Madre Blvd. to Cul-de-Sac	2" grind & overlay	2025–26	20 years
S. Mountain Trail Ave	Lowell Ave to Orange Grove Ave	2" grind & overlay	2025–26	20 years
Auburn Ln.	Entire Street	2" grind & overlay	2025–26	20 years
West Sierra Madre Blvd.	Auburn Ave. to Hermosa Ave	2" grind & overlay	2025–26	20 years

This is the City's eighth year of receiving SB 1 funding, enabling continued investment in critical road maintenance, safety, and rehabilitation needs, and will help advance the overall quality of the street system toward "excellent" condition over the next decade.

FINANCIAL REVIEW / SOURCE OF FUNDING

The City expects approximately \$303,000 in RMRA funding for FY 2025-26. These revenues are restricted for roadway and transportation infrastructure projects as required by SB 1 and will be tracked for compliance and accountability. These revenues are held in Fund 38013 – Road Maintenance & Rehabilitation Account (RMRA – SB1).

These funds are restricted for roadway, street, and transportation-related capital projects. These revenues are combined through the City's Capital Improvement Program (CIP) to fund the annual Street Rehabilitation Program. The California Transportation Commission (CTC) audits SB1/RMRA revenues, and Metro audits Measure R, Measure M, and Proposition C funds, to ensure they are expended on eligible uses. The City also incorporates these audits into its annual financial reporting process.

CEQA REVIEW

This improvement project is categorically exempt from CEQA California Code of Regulations Title 14, Chapter 3; Section 15301 describes Class 1 exemptions that include the repair, maintenance, or minor alteration of existing facilities. Specifically, Section 15301(c) exempts the repair and maintenance of existing streets, highways, sidewalks, gutters, etc.

PUBLIC NOTICE PROCESS

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

ATTACHMENT

1. Resolution 25-51

RESOLUTION NO. 25-51

RESOLUTION: ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$302,684 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most highest-priority and cost-effective projects that also meet the community priorities for transportation investment and

WHEREAS the funding from SB 1 will help the City maintain and rehabilitate seven streets throughout the City this year and numerous similar projects in the future, and

WHEREAS, the 2024 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in a good condition, and this revenue will help us increase the overall quality of our road system and, over the next decade, will bring our streets and roads into an "excellent" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure, focusing on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED, AND FOUND by the City Council of the City of Sierra Madre, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

Project Location	Project Area	Project Description	Start / Completion	Useful Life/Span
Kaia Lane	Arno Dr. to Cul de Sac	2" grind & overlay	2025-26 Start: 11/25 End: 11/25	20 years
Monterrey Lane	Sierra Madre Blvd. to Cul de Sac	2" grind & overlay	2025-26 Start: 11/25 End: 12/25	20 years
S. Mountain Trail	Lowell Ave to Orange Grove Ave	2" grind & overlay	2024-25 Start: 12/2025 End: 1/2026	20 years
Auburn Lane	Auburn In.	2" grind & overlay	2025-26 Start: Fall: 2025 End: Fall 2025	20 years
W. Sierra Madre Blvd.	Auburn Ave. to Hermosa Ave.	2" grind & overlay	2025-26 Start: Fall: 2025 End: Spring 2026	20 years

PASSED AND ADOPTED by the City Council of the City of Sierra Madre, State of California, this 9th day of September 2025 by the following vote:

Robert Parkhurst, Mayor, City of Sierra Madre, CA

I, the undersigned, hereby certify that the Sierra Madre City Council, following a roll call vote duly adopted the foregoing Resolution Number No. 25-51 at a regular meeting of the City of Sierra Madre City Council on the 24th day of September 2024:

AYES:

NOES:

ABSENT:

ATTEST:

Laura Aguilar, City Clerk



City of Sierra Madre AGENDA REPORT

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Clare Lin, Director of Planning and Community Preservation
Joshua Wolf, Senior Planner

REVIEWED BY: Michael Bruckner, City Manager
Aleks Giragosian, City Attorney

DATE: September 9, 2025

SUBJECT: **SECOND READING OF ORDINANCE NO. 1484 AMENDING SECTION 17.60.056 (“DISCRETIONARY DEMOLITION PERMIT”) OF CHAPTER 17.60 (“VARIANCES AND DISCRETIONARY PERMITS”) OF TITLE 17 (“ZONING”) OF THE SIERRA MADRE MUNICIPAL CODE**

STAFF RECOMMENDATION

It is recommended the City Council conduct its second reading and adopt Ordinance No. 1484 amending section 17.60.056 (“Discretionary Demolition Permit”) of Chapter 17.60 (“Variances and Discretionary Permits”) of Title 17 (“Zoning”) of the Sierra Madre Municipal Code (“Code”).

ALTERNATIVES

The City Council may:

1. Adopt Ordinance No. 1484 amending Code section 17.60.056 (“Discretionary Demolition Permit”) of Chapter 17.60 (“Variances and Discretionary Permits”) of Title 17 (“Zoning”); or
2. Adopt with modifications Ordinance No. 1484; or
3. Continue consideration of Ordinance No. 1484; or
4. Reject consideration of Ordinance No. 1484.

EXECUTIVE SUMMARY

The Eaton Fire has underscored the importance of hazard mitigation in wildfire preparation. Following the City Council’s discussion on June 24, 2025, staff was directed to update the

Discretionary Demolition Permit procedure to encourage fire resiliency by streamlining the issuance of building permits for work that promotes home hardening. Updating these procedures requires an ordinance amending the Zoning Code. The Planning Commission held a discussion and two public hearings in consideration of amendments and has provided its recommendation that City Council adopt an ordinance amending the Discretionary Demolition Permit procedures. The City Council held a public hearing and conducted the first reading of the ordinance on August 26, 2025. The proposed ordinance is included in this agenda report as Attachment A, Ordinance No. 1484.

BACKGROUND

In March of 2015, the City Council adopted Ordinance No. 1363 (“the Discretionary Demolition Permit Ordinance”) to regulate demolition activity in the City by amending Code Chapter 15.04 (“Building Code and Permits”) of Title 15 (“Buildings and Construction”) by adding section 15.04.115, establishing demolition permit procedures as an addition to the California Building Code, and Chapter 17.60 (“Variances and Discretionary Permits”) of Title 17 (“Zoning”) establishing a discretionary review for proposed partial or complete demolition of single-family homes or duplexes originally constructed 75 years or more prior to the date of application for demolition permit. In February of 2017, Ordinance No. 1386 was adopted, amending Code section 17.60.056. Non-substantive amendments to Code section 17.60.056 were made in May of 2019 and May of 2021.

Recent Events

The Eaton Fire began on January 7, 2025, in Eaton Canyon and soon spread to Sierra Madre, Pasadena, and Altadena. The fire burned 14,000 acres, destroyed more than 9,000 structures, and killed 17 people. In Sierra Madre, approximately 750 acres burned, 35 structures were destroyed or damaged, but no people were killed. On January 9, 2025, the City Council proclaimed a local emergency caused by the Eaton Fire.

The 750 acres of mostly vegetated land combined with the Santa Ana winds caused the ash, soot, and other potentially harmful particulates to spread citywide and infiltrate the narrow openings in hundreds of aging structures, including homes. Although in the immediate response to the disaster structures affected by the potentially harmful particulates were not counted, it is presumed that all structures in the City were impacted to some degree.

On March 25, 2025, the City Council adopted Ordinance No. 1480-U, which facilitates the redevelopment of structures destroyed or damaged by the Eaton Fire and related debris flow following the 2025 Mid-February Winter Storm Event. The ordinance focuses on streamlining and reducing the cost of redevelopment, but its application is limited only to those properties that were deemed unsafe by the City’s Building Official and received a red or yellow placard.

Ordinance No. 1480-U does not impact the many property owners who intend only to abate potentially harmful particulates from their homes, make home hardening improvements for fire safety, or make other improvements for resiliency and may suffer unexpected delays in permitting. The Discretionary Demolition Permit Ordinance remains applicable to all structures except those deemed unsafe and damaged by the Eaton Fire. Its regulations require a historic assessment to be completed prior to the permitting of almost any exterior alteration to a structure built 75 years or more prior to the application for a building permit.

On June 24, 2025, the City Council directed staff to revise the Discretionary Demolition Permit

procedure to provide citywide relief for the rehabilitation of structures requiring hazardous materials abatement or for the improvement of structures for fire resiliency.

On July 17, 2025, the Planning Commission held a discussion to focus on certain amendments to the ordinance after reviewing a draft amendment prepared by staff. At the meeting, a subcommittee was formed and tasked with preparing its own draft code amendment. Staff was also directed to prepare a list of reasonable building material replacements that would not be subject to a discretionary demolition permit. The subcommittee convened with staff on July 30, July 31, and August 1, 2025, to review and revise code amendments.

On August 7, 2025, the Planning Commission held its first duly noticed public hearing on the amendment to the Zoning Code. The Planning Commission continued its consideration for recommendation to the City Council pending review of exhibits that would be incorporated by reference and maintained and updated as-needed by the Director of Planning and Community Preservation.

The City Attorney reviewed the draft ordinance and provided substantial revisions to the structure creating an area for exemptions to be applied separately from exceptions; exemptions to be considered in a pre-application review process. The Fire Chief met with staff to recommend incorporating by reference a handbook of State Fire Marshal listed Wildland Urban Interface products. Staff determined it would be best incorporated into a new term defined for "Fire Hardening Update" and would exist alongside a guidance document created and maintained by the Planning and Community Preservation Department intended to be user-friendly for the everyday homeowner and provide guidance on materials that are reasonably in keeping with the style of existing materials. The Sierra Madre Fire Marshal has reviewed the proposed ordinance and provided commentary in support of the proposed ordinance noting that it does not conflict with any Fire Code.

On August 21, 2025, the Planning Commission continued and reopened the public hearing to review and consider the proposed zoning code amendments. The public hearing was closed and the Planning Commission recommended the City Council adopt an ordinance amending Code section 17.60.056. The Planning Commission's recommendation that the City Council adopt an ordinance amending Code section 17.60.056 is included in this Agenda Report as Attachment B, Planning Commission Resolution No. 25-12.

On August 26, 2025, the City Council held a public hearing to introduce Ordinance No. 1484 and unanimously expressed support to adopt it as presented. Government Code Section 36934 states that "ordinances shall not be passed within five days of their introduction, nor at other than a regular meeting or at an adjourned regular meeting." September 9, 2025, is a regular meeting of the City Council satisfying the minimum five-day wait period from introduction of the ordinance. Therefore, the City Council may pass the ordinance.

ANALYSIS

Ordinance No. 1484 is proposed to repeal and replace Code section 17.60.056 in its entirety not insomuch as to stray from the original intent and purpose, but because it would be much simpler to codify. Described below is how each subsection would change in adoption of the proposed ordinance. The existing ordinance is included in this Agenda Report as Attachment C, Code section 17.60.056 existing language, and the proposed ordinance is included in this Agenda Report as Attachment A, Ordinance No. 1484.

A. Purpose

The existing ordinance describes the purpose and intent of the Discretionary Demolition Permit. The proposed ordinance makes no change to the current purpose.

B. Definitions

The existing ordinance provides a definition of the term “demolition” as used in the Code section. The proposed ordinance clarifies the existing term by adding to it “altered” and establishes new definitions of terms used in proposed language of the Code section.

- “Fire Hardening Update” means construction or replacement of existing materials with building materials (i) used to resist the intrusion of flames or embers projected by a wildland fire on an existing structure and (ii) reasonably in keeping with the style of existing materials. A list of the replacement building materials shall be retained by the department and approved by either the State Fire Marshal or the Sierra Madre Fire Marshal.
- “Historic Resource Evaluation Report” term is added, attributing all language and conditions related to a written historic assessment, so that it may be referenced more simplistically throughout the Code section.
- “Preservation Candidate” establishes the type of structure the ordinance applies to, being any structure built 75 years or more prior to the date of application for review. Additional language is added to describe how construction date of a structure is determined.

C. Pre-application Review

The existing ordinance simply states that all structures built 75 years or more prior to the date of application for review are subject to the provisions of the Code section. The proposed ordinance provides a sequence of review steps used by Planning staff in consultation with prospective building or demolition permit applicants to determine whether proposed work in the application relates to a Preservation Candidate, qualifies for a certificate of economic hardship, or meets any of the newly listed exemptions.

1. The proposed demolition is not visible from public view;
2. The proposed demolition is limited to the interior walls of a structure;
3. The proposed demolition is of a historic landmark pursuant to a certificate of appropriateness obtained under Section 17.82.090;
4. The proposed demolition is solely for the purposes of a Fire Hardening Update;
5. Any demolition where both of the following are true:
 - a. the concurrent replacement development project is a use by right within the respective zone; and
 - b. A Historic Resource Evaluation Report classifies the structure under California Historic Resource Code 6, as not historically significant at either the national or state level, and determines that no local designation criteria apply;
6. Any other bases, not specifically enumerated in exemptions 1–5 above, if the director determines, based on the definitions and permitting processes in the code, that a specific case meets the intent of one or more of the exemptions.

For example, if a prospective applicant meets with a planner and states their intent to replace

the existing wood shake roof material of a structure, the planner will first determine whether the structure in the scope of work is a Preservation Candidate. If it is, then the planner will inquire whether the prospective applicant seeks a certificate of economic hardship. If not, then the planner will determine if the proposed roof material replacement meets any of the listed exemptions. If it is determined that (1) the work is visible from public view, (2) affects the exterior of a structure, (3) pertains to a structure that is not a designated historic landmark, but (4) is solely for the purpose of a Fire Hardening Update, then the planner has determined that the work meets the exemption of this Code section and no discretionary demolition permit shall be required. In determining the proposed work is solely for a Fire Hardening Update, the planner shall review the applicant's proposed replacement material to ensure that it meets the definition of Fire Hardening Update, being a material that is both approved for use in the Wildland Urban Interface by the State Fire Marshal or Sierra Madre Fire Marshal and is reasonably in keeping with the style of the existing material. Following the example, the prospective applicant has proposed Empire Shake offered by Ecostar LLC as a replacement and the planner found it listed in the handbook of State Fire Marshal listed Wildland Urban Interface Products (listing no. 8180-2369:0001). Then, having searched the product brochures, the planner found that the specific material is a synthetic shake alternative very reasonably in keeping with the existing wood shake roof of the Preservation Candidate. Through the pre-application review, the prospective applicant is able to apply for a building permit having been exempted from a discretionary demolition permit.

D. Application Process

The existing ordinance describes what shall accompany an application for a discretionary demolition permit and how it will be processed. The proposed ordinance simply cleans this up for improved clarity.

The existing ordinance includes in this section a requirement for public noticing, but leaves uncertain the requirements for public notice and comment. The existing ordinance provides that a discretionary demolition permit shall be reviewed concurrently with a replacement development project, but lacks elaboration on the review and approval process.

E. Public Notice and Comment

The proposed ordinance adds a new subsection for the requirements of public noticing and comment period. Applicable only to applications for review that are subject to a discretionary demolition permit, this new subsection is added to describe how notice to the public shall be provided which may be modified depending on the nature of the replacement development project. Language in this new section also describes the duration given to the general public to provide comments on the discretionary demolition permit application.

F. Review and Approval Process

The proposed ordinance incorporates existing language from subsection (D) and clarifies that the default reviewing body shall be the Director of Planning and Community Preservation and that if the replacement development project is subject to a hearing of the Planning Commission, then the discretionary demolition permit shall also be reviewed at a public hearing of the Planning Commission. Proposed language also describes how written notice of approval shall be provided.

G. Exceptions

The existing ordinance provides for four (4) types of applications that are not subject to a discretionary demolition permit, non-standard circumstances in which the Director of Planning and Community Preservation may reference other Code applications to determine whether an exception applies, allows the Director of Planning and Community Preservation to refer any application to the review of the Planning Commission, and provides a statutory exception for supportive housing.

The proposed ordinance adds four new exceptions:

- The proposed demolition is on a parcel that was developed as part of a residential subdivision of land creating five or more residential parcels and was not the work of a notable architect, designer, or builder
- The city engineer provided a written determination that the proposed demolition is necessary to immediately abate an imminent threat to public health or safety
- The proposed demolition only affects well-documented additions or alterations that are not original to the structure
- The proposed demolition of the structure that does not meet the architectural criterion under Section 17.82.050(B)

The proposed ordinance takes exceptions currently existing under Section 17.60.056(F) and incorporates them as exemptions under Section 17.60.056(C) of the proposed ordinance:

- Demolition of any interior walls of any structure for the purpose of remodel, repair or maintenance, subject to any required permits
- Any proposed demolition of a historic landmark which is subject to the provisions of Section 17.82.090
- Any other bases, not specifically enumerated in [the exemptions above], if the director determines, based on the definitions and permitting processes in the code, that a specific case meets the intent of one or more of the exemptions.

An item that is listed as an exception under the existing ordinance, but does not actually function as an exception, is incorporated into the Review and Approval process of the proposed ordinance.

Existing Ordinance	Proposed Ordinance
17.60.056(F)(6) The director may refer any applications that do not require a discretionary demolition permit to the planning commission if the director determines at the director's sole discretion that the proposed development has the potential to result in significant impacts to the structure. In the event the director refers an application to the planning commission, the planning commission shall follow the requirements for a discretionary demolition permit as set forth in this chapter.	17.60.056(F)(2) The director shall have the discretion to refer any application to the planning commission for review.

H. Certificate of Economic Hardship

The existing ordinance provides that a certificate of economic hardship is available when an applicant does not qualify for a discretionary demolition permit. Proposed language provides streamlining and reasonable modifications tailored for Preservation Candidates rather than designated historic landmarks and establishes authority to the Director of Planning and Community Preservation.

I. Reserved

J. Burden of Proof on Applicant

The existing ordinance establishes that the applicant has the burden of proof in providing evidence of certain facts. Proposed language provides that the reviewing body shall make certain findings before granting approval of a discretionary demolition permit. The proposed ordinance simplifies the first finding and revises the third finding for better clarification. The proposed ordinance eliminates the last finding because a requirement of public interest, convenience, and necessity of a proposed demolition and based on location was not well-understood and thought to be an onerous and arbitrary finding. The proposed ordinance adds one finding preceding all others.

- The application is not subject to any of the exemptions under Section 17.60.056(C) or any of the exceptions under Section 17.60.056(G).

K. Appeal

The existing ordinance provides that decisions of the Director of Planning and Community Preservation may be appealed to the Planning Commission and decisions of the Planning Commission may be appealed to the City Council. The proposed ordinance makes no changes.

ENVIRONMENTAL IMPACT (CEQA)

The proposed amendments to Section 17.60.056 (“Discretionary Demolition Permit”) of Chapter 17.60 (“Variance and Discretionary Permits”) of Title 17 (“Zoning”) of the Sierra Madre Municipal Code are exempt from the California Environmental Quality Act (“CEQA”) under the Governor’s Executive Order N-4-25, paragraph 1, which suspend the applicability of CEQA to “for projects to repair, restore, demolish, or replace property or facilities substantially damaged or destroyed as a result of this emergency” and, under the Governor’s Executive Order N-20-25, paragraphs 2-4, authorizing the City to “develop guidance and procedures for implementing this Paragraph.” The proposed amendments are also exempt under 14 CCR 15269 (emergency projects exemption), 14 CCR 15302 (replacement or reconstruction), and 14 CCR 15330 (minor actions to prevent, minimize, stabilize, mitigate or eliminate the release or threat of release of hazardous waste or hazardous substances)..

STRATEGIC PLAN CORRELATION

The ordinance amendment indirectly correlates with Strategic Plan Goal 2 (“Public Safety”), Objective 2.3: Implementing Sierra Madre’s Environmental Management Program, in that the outcomes of this discussion are parallel with projects PS 2.3.1 (“Annual Brush-Clearing Events”), PS 2.3.2 (Annual Fire “Home Hardening” Presentation), and PS 2.3.3 (Establishment

of Sierra Madre Fire Safe Council and Attainment of “Fire Wise” Status).

The ordinance amendment also indirectly correlates with Strategic Plan Goal 4 (“Community Enrichment”), Objective 4.1: Promoting Physical and Mental Well-being for Residents, in that suspending onerous regulations will provide relief for residents, thereby promoting mental well-being for property owners and physical well-being for residents and other occupants, but does not correlate with any initiatives under the objective.

The ordinance amendment also indirectly correlates with Strategic Plan Goal 5: Environmental Responsibility, in that it promotes sustainability of residential neighborhoods, through encouraging the replacement of aging building materials for fire-resilient materials, and investment of long-term property ownership, but does not correlate with any objectives of initiatives of this goal.

FISCAL IMPACT

The fiscal impacts associated with this ordinance are limited to staff time already expended in preparing the report and draft amendment, as well as the required noticing costs. Two public hearing notices were published in the *Mountain Views News* in compliance with Government Code Sections 65854 and 65090. An additional notice will also be required to inform the public of the ordinance’s effective date. These costs are modest and within the existing budget for public noticing.

All discretionary demolition permits are processed under the City’s adopted User Fee Schedule on a full cost-recovery basis. The proposed amendments do not require modification of the fee schedule, as revenues and staff costs will decline proportionally with reduced applicability. While there may be a reduction in permit revenue, this will be offset by a corresponding decrease in staff workload and processing expenses.

More broadly, by providing additional exceptions and streamlining requirements, the ordinance facilitates the timely rehabilitation of aging structures, supports fire-hardening improvements, and reduces the risk of properties becoming unsafe, abandoned, or blighted. These indirect fiscal benefits help sustain long-term property values and protect the City’s tax base without creating new costs to the General Fund.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City’s website at sierramadreca.gov.

Government Code section 65854, as amended by Assembly Bill 2904 and effective as of January 1, 2025, requires notice of a public hearing before the Planning Commission for a proposed zoning amendment to be provided at least twenty (20) days before the hearing. The proposed zoning amendment would have a city-wide effect to applicable structures. Because more than 1,000 individual notices would be required, notice of the public hearing before the Planning Commission on August 7, 2025, was advertised in the July 12, 2025, edition of the *Mountain Views News*, in accordance with Government Code section 65091(a)(4).

Notice of this zoning code update was also included in *The Village View* on August 1, 2025, a monthly newsletter of City events and information delivered to over 2,500 subscribers. The *Village View* newsletter publications are available on the City’s website at

sierramadrea.gov/services/public_information/villageview/villageview.

Assembly Bill 2904 does not impose the same changes for notices of public hearings for proposed zoning code amendments before the City Council. Government Code section 65090 requires that notice of a first reading of an ordinance be circulated in at least one newspaper of general circulation at least ten (10) days prior to the hearing. Notice of the public hearing introducing the ordinance was circulated in the August 16, 2025, edition of the Mountain Views News. Upon the passage of Ordinance No. 1484, a summary notice shall be published consistent with Government Code Section 36933(c)(1).

ATTACHMENTS:

- A. Ordinance No. 1484

ORDINANCE NO. 1484

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA REPEALING AND REPLACING SECTION 17.60.056 (“DISCRETIONARY DEMOLITION PERMIT”) OF CHAPTER 17.60 (“VARIANCES AND DISCRETIONARY PERMITS”) OF TITLE 17 (“ZONING”) OF THE SIERRA MADRE MUNICIPAL CODE**RECITALS**

WHEREAS, the Eaton Fire burned approximately 750 acres and damaged or destroyed 55 structures in the City, including 27 structures which were red tagged and 8 which were yellow tagged;

WHEREAS, the Governor issued Executive Orders N-5-25, N-9-25, and N-20-25 to expedite recovery and rebuilding efforts in those communities impacted by the Eaton Fire;

WHEREAS, the Eaton Fire resulted in smoke damage to many structures throughout the City, particularly to older structures;

WHEREAS, the process to rehabilitate fire or smoke damaged structures may require a discretionary demolition permit under Sierra Madre Municipal Code (“SMMC”) Section 17.60.056 (“Discretionary Demolition Permit”);

WHEREAS, the City desires to assist residents affected by the Eaton Fire in the rebuild, replacement, and rehabilitation process to facilitate their return to Sierra Madre as quickly and cost effectively as possible;

WHEREAS, the City desires to amend SMMC Section 17.60.056 to provide an additional exemption for work that improves the fire resiliency of older structures; and

WHEREAS, the Planning Commission held public hearings on August 7 and August 21, 2025, and adopted Resolution No. 25-12 recommending approval of amendments to the Discretionary Demolition Permit process.

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

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

SECTION 2. Amendment. Section 17.060.056 (“Discretionary Demolition Permit Requirements”) of Chapter 17.60 (“Variances and Conditional Use Permits”) of Title 17 (“Zoning”) is hereby repealed and replaced with the following:

17.60.056 - Discretionary Demolition Permit.

- A. Purpose. The purpose of the discretionary demolition permit is to ensure that potential historic resources are properly evaluated before they are altered or demolished.
- B. Definitions. For purposes of this section, the following words and phrases shall have the meanings assigned by this section.

"Altered or Demolished" means the destruction and removal, in part or in whole, of the foundation, exterior walls, roof structure, exterior framing, exterior siding and/or finish cladding material, porches, chimney and architectural details.

"Fire Hardening Update" means construction or replacement of existing materials with building materials (i) used to resist the intrusion of flames or embers projected by a wildland fire on an existing structure and (ii) reasonably in keeping with the style of existing materials. A list of the replacement building materials shall be retained by the department and approved by either the State Fire Marshal or the Sierra Madre Fire Marshal.

"Historic Resource Evaluation Report" means a written historic assessment or survey, prepared by a qualified architectural historian who is certified by the secretary of the interior's standards and selected or approved by the planning and community preservation department, which classifies the structure under California Historic Resource Codes and concludes whether any local designation criteria apply.

"Preservation Candidate" means a structure which was constructed seventy-five years or more prior to the date of the application for review. The date of original construction shall be determined by reference to the "Year Built" data field in records held by the County Assessor, unless the city retains a building record that identifies a more accurate date of original construction.

- C. Pre-application Review. Prior to submitting an application, the prospective applicant shall meet with the department for staff to determine whether the proposed demolition relates to a Preservation Candidate, qualifies for a certificate of economic hardship in accordance with section 17.60.056(H), or is exempt from a discretionary demolition permit under any of the following:
 - 1. The proposed demolition is not visible from public view;
 - 2. The proposed demolition is limited to the interior walls of a structure;
 - 3. The proposed demolition is of a historic landmark pursuant to a certificate of appropriateness obtained under Section 17.82.090;

4. The proposed demolition is solely for the purposes of a Fire Hardening Update;
 5. Any demolition where both of the following are true:
 - a. the concurrent replacement development project is a use by right within the respective zone; and
 - b. A Historic Resource Evaluation Report classifies the structure under California Historic Resource Code 6, as not historically significant at either the national or state level, and determines that no local designation criteria apply;
 6. Any other bases, not specifically enumerated in exemptions 1–5 above, if the director determines, based on the definitions and permitting processes in the code, that a specific case meets the intent of one or more of the exemptions.
- D. Application Process. The applicant shall complete a discretionary demolition permit application, which shall include:
1. A Historic Resource Evaluation Report;
 2. Proof of payment of all application filing fees;
 3. If a replacement development project is proposed, a complete application for the replacement development project; and
 4. An affidavit of the posting of a sign that complies with Section 17.60.056(E).
- E. Public Notice and Comment.
1. Public notice shall be given in accordance with Section 17.60.100(B), except as modified herein. If the replacement development project is not subject to a public hearing and review by the planning commission, then the notice shall indicate a timeframe of at least fourteen calendar days so that the public may review the application and its supporting materials.
 2. Written comments regarding the application may be provided to the planning and community preservation department, and such comments will be forwarded to the reviewing body for consideration.
- F. Review and Approval Process.

1. Both the discretionary demolition permit and the replacement development project shall be reviewed concurrently. No discretionary demolition permit shall be approved unless the replacement development project is also approved.
2. The reviewing body or individual for a discretionary demolition permit shall be the same body or individual that would review the accompanying replacement development project. The director shall review the discretionary demolition permit, unless the replacement development project is subject to the approval of the planning commission. The director shall have the discretion to refer any application to the planning commission for review.
3. Written notice of a decision, including the basis for the decision, shall be provided to the applicant within five business days of the decision date.

G. Exceptions. The following do not require a discretionary demolition permit:

1. The proposed demolition will result in the replacement of exterior windows, doors, roof covering, foundation, exterior siding and/or finish cladding material, porches, chimney, architectural details and other structural or decorative elements deemed to be minor alterations, where the materials used for replacement do not materially alter the appearance, size, or character of the existing structure;
2. The proposed demolition is on a parcel that was developed as part of a residential subdivision of land creating five or more residential parcels and was not the work of a notable architect, designer, or builder;
3. The city engineer provided a written determination that the proposed demolition is necessary to immediately abate an imminent threat to public health or safety;
4. The proposed demolition only affects well-documented additions or alterations that are not original to the structure; or
5. The proposed demolition of the structure that does not meet the architectural criterion under Section 17.82.050(B).

H. The director may grant a certificate of economic hardship upon making the following findings:

1. The strict in-kind material replacement is disproportionate to the value of the property;

2. The cost of the stabilization of the building elements of the property as it relates to the appraised value has been submitted for review to and accepted by the director;
- I. Reserved.
- J. Findings. To approve a discretionary demolition permit, the reviewing individual or body shall make the following findings:
1. The application is not subject to any of the exemptions under Section 17.60.056(C) or any of the exceptions under Section 17.60.056(G).
 2. If the structure proposed for demolition is deemed to be eligible for local listing or designation under the California Historic Resource Codes 1 to 5, or a contributor to an existing or potential district, that an environmental review and/or a Historic Resource Evaluation Report is conducted.
 3. The proposed demolition will not unreasonably interfere with the use, possession, or enjoyment of surrounding and adjacent properties;
 4. If there is a replacement development project, the proposed demolition is necessary to facilitate that replacement development project; and
 5. The result of the demolition activity is consistent with the objectives of the general plan.
- K. Appeal.
1. Any person may appeal a decision of the director to the planning commission pursuant to Section 17.60.115.
 2. Any person may appeal a decision of the planning commission to the city council pursuant to Sections 17.60.120 and 17.60.130.

SECTION 3. Consistency with the General Plan. This Ordinance is consistent with the Sierra Madre General Plan’s Historic Preservation Implementation Program IM-11, which states, “The City shall review the building and zoning codes to identify opportunities for relaxation of standards to help preserve historic structures while still meeting health and safety standards.” Here, the amendment relaxes standards by increasing the number of exemptions and exceptions to the Discretionary Demolition Permit and preserves historic structures by ensuring a quicker and more cost effective rebuild, replacement, and rehabilitation process for structures damaged by the Eaton Fire.

SECTION 4. CEQA. This Ordinance is exempt from the California Environmental Quality Act (“CEQA”) under the Governor’s Executive Order N-4-25, paragraph 1, which suspends the applicability of CEQA “for projects to repair, restore, demolish, or replace

property or facilities substantially damaged or destroyed as a result of this emergency” and, under the Governor’s Executive Order N-20-25, paragraphs 2-4, authorizing the City to “develop guidance and procedures for implementing this Paragraph.” The proposed amendments are also exempt under 14 CCR 15269 (emergency projects exemption), 14 CCR 15302 (replacement or reconstruction), and 14 CCR 15330 (minor actions to prevent, minimize, stabilize, mitigate or eliminate the release or threat of release of hazardous waste or hazardous substances).

SECTION 5. Severability. If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Ordinance or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, 273251.1 sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

SECTION 6. Certification. Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Ordinance by the City Council.

SECTION 7. Publication. Pursuant to Government Code Section 36933, the City Clerk shall cause this Ordinance to be published or posted.

SECTION 8. Records. Pursuant to Government Code Section 40801, proof of certification and publication shall be entered in the book of Ordinances of the City Council.

SECTION 9. Effective Date. Pursuant to Government Code Section 36937, this Ordinance shall take effect thirty days after its adoption.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2025.

Robert Parkhurst, Mayor

I HEREBY CERTIFY that the foregoing Ordinance was introduced by first reading on the ___ day of _____ 2025, and duly adopted at a regular meeting held on the ___ day of _____ 2025, by the City Council of the City of Sierra Madre, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar, City Clerk



City of Sierra Madre Agenda Report

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Miguel Hernandez, Assistant City Manager
Oscar Millan, IT Manager
Christian Delgado, Senior Network Administrator

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 9, 2025

**SUBJECT: AUTHORIZATION TO EXECUTE AN AGREEMENT WITH
RINGCENTRAL FOR UNIFIED COMMUNICATIONS
SERVICES (SOURCEWELL CONTRACT 120122-RNG)**

STAFF RECOMMENDATION

It is recommended that the City Council authorize the City Manager to:

1. Execute a three-year agreement with the option to renew annually thereafter under Sourcewell Contract 120122-RNG, or any subsequent Sourcewell contract awarded to RingCentral with RingCentral, Inc. for cloud-hosted unified communications services at a contract value of \$83,909.16 over the Initial Term, plus applicable taxes and regulatory fees; and
2. Authorize the City Manager to execute amendments to add, change, or remove licenses, numbers, and related services as operational needs require.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Decline to utilize the Sourcewell cooperative contract and direct staff to prepare and issue a Request for Proposals (RFP) for unified communications services.
2. Direct staff to seek different contract terms with RingCentral instead of a three-year initial term.

EXECUTIVE SUMMARY

The Information Technology Department is requesting that the City Council approve a three-year agreement with RingCentral under Sourcewell Contract 120122-RNG to replace the City's current month-to-month arrangement. The new contract provides cost stability, generating more than \$46,000 in savings compared to the prior agreement, while ensuring continuity of service and compliance with competitive procurement requirements. The cost of the service is already included in the City's FY 2025/26 adopted budget. RingCentral, Inc. is a prominent provider of cloud-based unified communications solutions such as phone systems, messaging, and video conferencing for businesses and governments.

ANALYSIS

Unified communications services are integrated, cloud-based solutions that combine various communication tools—such as voice calls, video conferencing, instant messaging, and file sharing—into a single platform accessible across multiple devices and locations. This enables efficient and seamless collaboration for City departments and operations.

Sourcewell is a government agency and national cooperative purchasing organization that performs competitive solicitations and awards contracts on behalf of its public, nonprofit, and educational agency members. By using Sourcewell's contract with RingCentral, the City is able to "piggyback" or leverage a competitively-bid contract that already meets public procurement requirements rather than conducting its own RFP. This approach streamlines the process, saves administrative costs, and grants access to market-tested pricing and terms.

The City has been utilizing RingCentral for cloud-hosted unified communications services on a contract that operates on a month-to-month basis. The City has been satisfied with RingCentral's performance and service reliability, and the platform continues to meet the City's operational needs; however, continuing on a month-to-month agreement exposes the City to potential risks, including unanticipated price increases, less favorable terms, and reduced cost predictability.

The existing agreement provided for a monthly cost of approximately \$3,626.07 for 93 user licenses, phones, and related services. Over a three-year period, this represented an estimated \$130,538 in costs, not including taxes, fees, or additional services. In contrast, the proposed three-year agreement under Sourcewell Contract 120122-RNG establishes a total contract value of \$83,909.16 over the initial term (plus applicable taxes and regulatory fees). This represents a savings of more than \$46,000, or approximately 35%, compared to the prior three-year cost, while continuing to provide the same level of service and functionality.

Transitioning to the Sourcewell contract ensures that the City maintains continuity with a service provider that users are already familiar with, while also securing competitively

bid pricing and contract terms. Sourcewell has conducted a national competitive solicitation that satisfies the City's public procurement requirements, enabling the City to "piggyback" on the resulting contract to ensure the City is paying fair, market-based rates.

The proposed new agreement provides the City with the following benefits:

- **Cost Control and Stability:** Locks in lower pricing for the three-year initial term at \$83,909.16, providing significant savings and greater budget predictability compared to month-to-month renewals.
- **Operational Continuity:** Maintains a system that departments are already trained on and satisfied with, minimizing disruption.
- **Procurement Compliance:** Utilizes the Sourcewell cooperative contract, ensuring compliance with the City's competitive purchasing requirements without issuing a new RFP.
- **Flexibility:** Authorizes the City Manager to make amendments to add, change, or remove licenses, numbers, and related services as operational needs evolve.
- **Renewal Flexibility:** Sourcewell's contract terms allow for future extensions, enabling the City to continue leveraging competitively solicited pricing beyond the initial term without reissuing an RFP. This provides long-term cost stability, streamlined continuity, and efficient compliance with procurement best practices.

Alternatives such as issuing a new RFP, switching vendors, or remaining on a month-to-month basis would either increase costs, create operational disruption, or expose the City to unnecessary risk. For these reasons, it is recommended that the City Council approve and authorize the City Manager to enter into an agreement with RingCentral under the Sourcewell contract.

CEQA/ENVIRONMENT

N/A

STRATEGIC PLAN CORRELATION

Renewing the City's RingCentral contract through Sourcewell directly supports multiple goals and objectives identified in the City of Sierra Madre Strategic Plan 2025:

- Goal 1 – Organizational Sustainability (Objective 1.1: Boost Staff Retention and Satisfaction): By stabilizing communications costs and ensuring reliable tools for staff, this project enhances employee effectiveness, satisfaction, and retention.
- Goal 2 – Driving Innovation & Technology Deployment: Continuing investment in a cloud-based communications platform advances the City's commitment to deploying modern technology solutions that improve efficiency and service

delivery.

- Goal 4 – Community Enrichment (Objective 4.2: Enhance Communication and Collaboration Across Community Groups): Reliable and modern communication systems support improved information sharing between City staff, community organizations, and residents, directly fostering engagement and collaboration.

This action ensures cost competitiveness, stabilizes long-term pricing, and strengthens the City's digital infrastructure to deliver efficient, reliable, and transparent services while advancing the City's broader goals of fiscal sustainability, innovation, and community connection.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website: sierramadreca.gov.

FISCAL IMPACT

The cost of the new agreement with RingCentral is already included in the FY 2025/26 adopted budget.

ATTACHMENTS:

1. RingCentral Initial Order Form.



INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (“RingCentral”) and City of Sierra Madre (“Customer” or “You”) (together the “Parties”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “Agreement”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to “RingCentral MVP”, whether in terms of service, advertising or product descriptions, mean “RingEX”.

Customer
City of Sierra Madre

232 W Sierra Madre Blvd
Sierra Madre, CA 91024
United States

Mike Bruckner
(626) 355-7135
mbruckner@sierramadreca.gov

Service Provider
RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: August 15, 2025

Initial Term: 36 Months

Renewal Term: 12 Months

Payment Schedule: Monthly

RingEX Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Premium	109	\$20.50	\$2,234.50
DigitalLine Unlimited Premium		\$16.50	
Compliance and Administrative Cost Recovery Fee		\$3.00	
e911 Service Fee		\$1.00	
Additional Local Number	19	\$4.99	\$94.81
10DLC TCR SMS Registration - UCaaS Low Volume Campaign	1	\$1.50	\$1.50
Monthly Recurring Services*			\$2,330.81

Total Initial Amount	\$2,330.81
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*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the customer’s responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer’s responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Customer Reference. Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer’s use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at <https://www.ringcentral.com/legal/add-on-services.html>.

Special Terms & Notes

Cooperative Contract

1. **Applicable Agreement.** This Order Form is subject to the terms and conditions of the contract between Sourcewell and RingCentral, contract 120122-RNG.
2. Contract Number 120122-RNG must appear on:
 - A. RingCentral quotations to the Sourcewell Participating Entity;
 - B. The Sourcewell Participating Entity’s Purchase Order; and
 - C. The RingCentral invoice.
3. Eligible Entity must issue RingCentral a purchase order for any subsequent purchases made through the RingCentral Administrative Portal.
4. **Renewal.** Eligible Entity may continue to renew its subscription with RingCentral under Sourcewell Contract 120122-RNG until it expires. Subscription terms that exceed Sourcewell Contract 120122-RNG term shall remain valid, subject to any Sourcewell Contract limiting terms. Eligible Entities that would like to renew subscription services after expiration of Sourcewell Contract 120122-RNG may, subject to mutual consent of the Parties and the terms of the Sourcewell Contract, continue their subscription under Sourcewell in one of the following ways:
 - A. If RingCentral does not receive a subsequent Sourcewell contract award, Eligible Entity may continue to renew its subscription services under Sourcewell Contract 120122-RNG.
 - B. If RingCentral does receive a subsequent Sourcewell contract award, Eligible Entity may continue to renew its subscription services under that subsequent Sourcewell contract.

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer
City of Sierra Madre

RingCentral
RingCentral, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Michael Fiocca
Title: Regional Vice President, Public Sector
Date: _____



MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (“Effective Date”) and made between:

City of Sierra Madre (“Customer”)

RingCentral, Inc. (“RingCentral”)

Address:

Address:

232 W Sierra Madre Blvd
Sierra Madre, CA 91024

20 Davis Drive
Belmont, CA 94002

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Michael Fiocca
Title: Regional Vice President, Public Sector
Date: _____

RingCentral and Customer are together referred to as the “Parties” and each individually as a “Party.”

- 1. The Master Services Agreement (“Agreement”) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer’s Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.
Exhibit A – Definitions
Attachment A – RingEX Services
Attachment B – Security Addendum

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

- A. Ordering Services. Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.
B. Equipment. Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:
i. Purchase: http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html;
ii. Rental: http://www.ringcentral.com/legal/lease-rental.html, and
iii. Device as a Services: https://www.ringcentral.com/legal/daas-agreement.html.
C. Term of this Agreement. The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.
D. Services Term. The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“Initial Term”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a “Renewal Term”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed

will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

- A. Prices and Charges.** All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.
- B. Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.
- C. Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.
- D. Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

- A. General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.
- B. Customer Care**
- i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.
 - ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.
 - iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.
- C. Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

- D. **Managed Services.** Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: <https://www.ringcentral.com/legal/managed-services-attachment.html>.
- E. **Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

- A. **Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.
- B. **Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.
 - i. **Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.
 - ii. **Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.
 - iii. **Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

6. Termination

- A. **Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.
- B. **Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

- i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("**Software**") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

- ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

- i. **RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
- ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

- C. **Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

- A. **Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

- A. **Data Privacy.** RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.
- B. **Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.
- C. **Software Changes.** RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be

liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER
- ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS
- iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a "**Third Party Claim**") to the extent such Third Party Claim arises out of or alleges that:
 - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a "**Discontinued Component**"), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Indemnification by Customer. To the extent permitted by the laws and the constitution of the jurisdiction of Customer, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

C. Defense and Indemnification Procedures. Any Party seeking indemnification under this Section 11 (the "**Indemnified Party**") shall provide the Party from which it seeks such indemnification (the "**Indemnifying Party**") with the following: (a) prompt written

notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

- A. **RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.
- B. **Customer Warranty.** Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer's subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).
- C. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

- A. **Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of CA, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.
- B. **Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.
- C. **Equitable Relief.** Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.
- D. **Limitations.** Except for actions for non-payment or liability arising from Section 11 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

14. Miscellaneous

- A. **Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.
- B. **Assignment.** Neither Party may assign its rights or obligations under this Agreement or any Order Form without the prior written consent of the other Party, not to be unreasonably withheld or delayed. However, RingCentral may assign the Agreement or any portion thereof and any or all of its rights and obligations thereunder without consent (a) to an Affiliate; (b) as part of, or otherwise in connection with, the transfer or disposition of equity securities representing more than fifty percent (50%) of its voting control; (c) to the successor or surviving entity in connection with a merger, acquisition, or consolidation; or (d) as part of, or otherwise in connection with, the sale or other transfer of one or more of the service(s) under the Agreement or greater than 50% of the principal assets used in connection with the provision such service(s). This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.
- C. **Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed as follows: To RingCentral at

RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

- D. Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.
- E. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.
- F. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).
- G. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.
- H. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.
- I. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.
- J. Use of Beta, Preview, or Early Access Software.** If you use any beta, preview, or early access services, features, products, or software offered or made available by RingCentral, then you acknowledge that your use of the services, products, or software are governed by the [Beta Evaluation License Agreement](#) and not by this Agreement.
- K. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.
- L. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (including any hyperlinks); (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.
- M. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.
- N. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.
- O. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.
- P. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

- Q. Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.
- R. Family Education Rights and Privacy Act (FERPA).** Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

EXHIBIT A DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
7. **“Attachment(s)”** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **“Customer Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors, and agents.
16. **“Helpdesk Support”** shall mean the performance of the following tasks:
 - Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.).
 - Standard management of the Admin Interface within the product.
 - Support all moves, adds, changes, and deletes of employees.
17. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.
18. **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).

20. **“Intellectual Property Rights”** or **“IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).
21. **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **“Renewal Term”** has the meaning set forth in Section 2(D) (Services Term).
25. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (**“PoP(s)”**), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.
26. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **“Taxes”** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **“Term”** means the Initial Term plus any Renewal Terms.
30. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A SERVICE ATTACHMENT - RINGEX SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingEX Services as described under the applicable Order Form (the “**Services**”).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingEX Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc. Use of the RingCentral AI Assistant capabilities is subject to the applicable terms contained in the AI Assistant Add-On Service Description available at <https://www.ringcentral.com/legal/add-on-services.html#qlnks-12>.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or received in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“**Listing Information**”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

- A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.
- B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. Global RingEX or RingCentral Global Office.

Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral’s Global RingEX for customers that subscribe to it.

- A. **Emergency Service Limitations for Global RingEX.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.
- B. **Global RingEX Provided Only in Connection with Home Country Service.** RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer’s Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer’s Account, together with other Services purchased under this Agreement, using the Home Country’s currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral’s sole discretion.
- C. **Primary Place of Use of Global RingEX Service.** Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.
- D. **Relationships with Local Providers.** In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer’s Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer’s agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer’s behalf to secure such services. RingCentral’s locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer’s behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
 - A. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - B. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 - C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
 - D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
 - E. **“Home Country”** means the United States or the country that is otherwise designated as Customer’s primary or home country in the Order Form.

ATTACHMENT B
RINGCENTRAL SECURITY ADDENDUM

1. Scope

This document describes the Information Security Measures (“**Measures**”) that RingCentral has in place when processing Protected Data through RingCentral Services.

2. Definitions

For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

- A. “Ring Central Services”, or “Services”,** means services offered by RingCentral and acquired by the Customer.
- B. “Customer”** means the entity that entered into the Agreement with RingCentral.
- C. “Protected Data”** means Customer and partner data processed by RingCentral Services, as defined in the applicable RingCentral DPA or Agreement, including “personal data” and “personal information” as defined by applicable privacy laws, confidential data as defined in the Agreement, account data, configuration data, communication content including messages, voicemail, and video recording.
- D. “Agreement”** means the agreement in place between RingCentral and the Customer for the provision of the Services.
- E. “Personnel”** means RingCentral employees, contractors or subcontracted Professional Services staff.

3. Information Security Management

A. Security Program

RingCentral maintains a written information security program that:

- i. Includes documented policies or standards appropriate to govern the handling of Protected Data in compliance with the Agreement and with applicable law.
- ii. Is managed by a senior employee responsible for overseeing and implementing the program.
- iii. Includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Protected Data.
- iv. Is appropriate to the nature, size, and complexity of RingCentral’s business operations.

B. Security Policy Management

RingCentral’s security policies, standards, and procedures:

- i. Align with information security established industry standards.
- ii. Are subject to ongoing review.
- iii. May be revised to reflect changes in industry best practices.

C. Risk Management

RingCentral:

- i. Performs cybersecurity risk assessments to identify threats to their business or operations at least annually.
- ii. Updates RingCentral policies, procedures and standards as needed to address threats to RingCentral’s business or operations.

4. Independent security assessments

A. External Audit

RingCentral:

- i. Uses qualified independent third-party auditors to perform security audits covering systems, environments, and networks where Protected Data is processed, including
 - a. SOC2 Type II
 - b. IES/ISO 27001.
- ii. maintains additional audits and compliance certifications as appropriate for RingCentral’s business and as identified at www.ringcentral.com/trust-center.html.

B. Distribution of Reports

Copies of relevant audit reports and certifications:

- i. Will be provided to Customer on request.

- ii. Are subject to Non-Disclosure Agreement.

C. Annual Risk Assessment Questionnaire

Customer may, on one (1) occasion within any twelve (12) month period, request that RingCentral complete a third-party risk assessment questionnaire within a reasonable time frame.

In case of conflict between this section and the equivalent section in the RingCentral DPA, the DPA takes precedence.

5. Human Resource Security

A. Background Checks

RingCentral requires pre-employment screenings of all employees. RingCentral ensures criminal background searches on its employees to the extent permitted by law. Each background check in the US includes:

- i. An identity verification (SSN trace).
- ii. Criminal history checks for up to seven (7) years for felony and misdemeanors at the local, state, and federal level, where appropriate.
- iii. Terrorist (OFAC) list search, as authorized by law.

Internationally, criminal history checks are conducted as authorized by local law.

Background checks are conducted by a member of the National Association of Professional Background Screeners or a competent industry-recognized company in the local jurisdiction.

B. Training

RingCentral will ensure that all employees including contractors:

- i. Complete annual training to demonstrate familiarity with RingCentral's security policies.
- ii. Complete annual training for security and privacy requirements, including CyberSecurity awareness, GDPR, and CCPA.
- iii. Have the reasonable skill and experience suitable for employment and placement in a position of trust within RingCentral.

C. Workstation Security

RingCentral ensures that:

- i. RingCentral employees either use RingCentral owned and managed devices in the performance of their duties or Bring Your Own Device (BYOD) device.
- ii. All devices, whether RingCentral owned and managed or Bring Your Own Device (BYOD) device, are enrolled in the full RingCentral managed device program.

D. Data Loss Prevention

RingCentral employs a comprehensive system to prevent the inadvertent or intentional compromise of RingCentral data and Protected Data.

E. Due Diligence Over Sub-Contractors

RingCentral will:

- i. maintain a security process to conduct appropriate due diligence prior to engaging sub-contractors.
- ii. assess the security capabilities of any such sub-contractors on a periodic basis to ensure subcontractors' ability to comply with the Measures described in this document.
- iii. apply written information security requirements that oblige sub-contractors to adhere to RingCentral's key information security policies and standards consistent with and no less protective than these Measures.

F. Non-Disclosure

RingCentral ensures that employees and contractors/sub-contractors who process Protected Data are bound in writing by obligations of confidentiality.

6. Physical Security

A. General

RingCentral:

- i. Restricts access to, controls, and monitors all physical areas where RingCentral Services process Protected Data ("**Secure Areas**").
- ii. Maintains appropriate physical security controls on a 24-hours-per-day, 7-days-per-week basis ("**24/7**").

- iii. Revokes any physical access to Secure Areas promptly after the cessation of the need to access buildings and system(s).
- iv. Performs review of access rights on at least an annual basis.

B. Access and Authorization Processes

RingCentral maintains a documented access authorization and logging process. The authorization and logging process will include at minimum:

- i. Reports detailing all access to Secure Areas, including the identities and dates and times of access.
- ii. Reports to be maintained for at least one year as allowed by law.
- iii. Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.
- iv. Video recording to be maintained for at least 30 days or per physical location provider's policies.

C. Data Centers

To the extent that RingCentral is operating or using a data center, RingCentral ensures that physical security controls are in alignment with industry standards such as ISO 27001 and SSAE 16 or ISAE 3402 or similar standard including:

- i. Perimeter security including fencing/barriers and video surveillance.
- ii. Secure access including security guard/reception.
- iii. Interior access controlled through RFID cards, 2FA, anti-tailgating controls.
- iv. Redundant utility feeds and support for continuous delivery through backup systems.
- v. Redundant network connection from multiple providers.

7. Logical Security

A. User Identification and Authentication

RingCentral:

- i. Maintains a documented user management lifecycle management process that includes manual and/or automated processes for approved account creation, account removal and account modification for all Information Resources and across all environments.
- ii. Ensures that RingCentral users have an individual accounts for unique traceability.
- iii. Ensures that RingCentral users do not use shared accounts; where shared accounts are technically required controls are in place to ensure traceability.
- iv. RingCentral user passwords are configured aligned with current NIST guidance.

For the customer facing applications, Customers may choose to integrate with SSO (Single Sign on) so that Customer retains control over their required password settings including Customer's existing MFA/2FA solutions.

B. User Authorization and Access Control

RingCentral:

- i. Configures remote access to all networks storing or transmitting Protected Data to require multi-factor authentication for such access.
- ii. Revokes access to systems and applications that contain or process Protected Data promptly after the cessation of the need to access the system(s) or application(s).
- iii. Has the capability of detecting, logging, and reporting access to the system and network or attempts to breach security of the system or network.

RingCentral employs access control mechanisms that are intended to:

- i. Limit access to Protected Data to only those Personnel who have a reasonable need to access said data to enable RingCentral to perform its obligations under the Agreement.
- ii. Prevent unauthorized access to Protected Data.
- iii. Limit access to users who have a business need to know.
- iv. Follow the principle of least privilege, allowing access to only the information and resources that are necessary.
- v. Perform review access controls on a minimum annual basis for all RingCentral's systems that transmit, process, or store Protected Data.

8. Telecommunication and Network Security

A. Network Management

RingCentral:

- i. Maintains network security program that includes industry standard firewall protection and two-factor authentication for access to RingCentral's networks.
- ii. Deploys an Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host.
- iii. Monitors web traffic from the Internet and from internal sources to detect cyber-attacks including Distributed Denial of Service (DDoS) attacks against web sites / services and to block malicious traffic.

B. Network Segmentation

RingCentral:

- i. Implements network segmentation between the corporate enterprise network and hosting facilities for Services.
- ii. Ensures separation between environments dedicated to development, staging, and production.
- iii. Restricts access between environments to authorized devices.
- iv. Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

C. Network Vulnerability Scanning

RingCentral:

- i. Runs internal and external network vulnerability scans against information processing systems at least quarterly.
- ii. Evaluates findings based on (where applicable) CVSS score and assessment of impact, likelihood, and severity.
- iii. Remediates findings following industry standard timelines.

9. Operations Security

A. Asset Management

RingCentral:

- i. Maintains an accurate and current asset register covering hardware and software assets used for the delivery of services.
- ii. Maintains accountability of assets throughout their lifecycle.
- iii. Maintains processes to wipe or physically destroy physical assets prior to their disposal.

B. Configuration Management

RingCentral:

- i. Maintains baseline configurations of information systems and applications based on industry best practices including:
 - a. Removal of all vendor-provided passwords.
 - b. Remove/disable unused services and settings.
 - c. Anti-malware/endpoint protection as technically feasible.
- ii. Enforces security configuration settings for systems used in the provision of the Services.
- iii. Ensures that clocks of all information processing systems are synchronized to one of more reference time sources.

C. Malicious Code Protection

- i. To the extent practicable, RingCentral has endpoint protection in place, in the form of Endpoint Detection and Response (EDR) and/or antivirus software, installed and running on servers and workstations.
- ii. EDR alerts are monitored, and immediate action is taken to investigate and remediate any abnormal behavior.
- iii. Where used, antivirus software will be current and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

D. Vulnerability, Security Patching

RingCentral:

- i. Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.

- ii. Ensures quality assurance testing of patches prior to deployment.
- iii. Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Logging and Monitoring

RingCentral shall ensure that:

- i. All systems, devices or applications associated with the access, processing, storage, communication and/or transmission of Protected Data, generate audit logs.
- ii. Access to Protected Data is logged.
- iii. Logs include sufficient detail that they can be used to detect significant unauthorized activity.
- iv. Logs are protected against unauthorized access, modification, and deletion.
- v. Logs are sent to a centralized location for aggregation and monitoring.

10. Software Development and Maintenance

A. Secure Development Lifecycle

RingCentral:

- i. Applies secure development lifecycle practices, including, during design, development, and test cycles.
- ii. Ensures that products are subject to security design review including threat considerations and data handling practices.
- iii. Ensures that Services are subject to a secure release review prior to promotion to production.

B. Security Testing

As part of the secure development lifecycle, RingCentral:

- i. Performs rigorous security testing, including, as technically feasible:
 - a. static code analysis.
 - b. source code peer reviews.
 - c. dynamic and interactive security testing.
 - d. security logic, or security "QA" testing.
- ii. Ensures that Internet-facing applications are subject to application security assessment reviews and testing to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS Top 25 vulnerabilities).
- iii. For all mobile applications (i.e. running on Android, Blackberry, iOS, Windows Phone) that collect, transmit or display Protected Data, conducts an application security assessment review to identify and remediate industry-recognized vulnerabilities specific to mobile applications.
- iv. Does NOT use Protected Data for testing.
- v. Makes all reasonable effort to identify and remediate software vulnerabilities prior to release.

C. Annual Penetration Testing

RingCentral:

- i. Engages qualified, independent third-party penetration testers to perform annual penetration test against its Products and environments where Protected Data is hosted.
- ii. Requires sub-processors to perform similar penetration testing against their systems, environments, and networks.
- iii. Ensures remediation of all findings in a commercially reasonable period of time.

D. Product Vulnerability Management

RingCentral:

- i. Uses commercially reasonable efforts to regularly identify software security vulnerabilities in RingCentral Services.
- ii. Provides relevant updates, upgrades, and bug fixes for known software security vulnerabilities, for any software provided or in which any Protected Data is processed.

- iii. Ensures that all findings resulting from internal and external testing are evaluated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Open Source and Third-Party Software

RingCentral:

- i. Maintains an asset registry of all third-party software (TPS) and open-source software (OSS) incorporated into the Services.
- ii. Uses commercially reasonable efforts to ensure the secure development and security of open-source software and third-party software used by RingCentral.
- iii. Uses commercially reasonable efforts to evaluate, track and remediate vulnerabilities of open-source software (OSS) and other third-party libraries that are incorporated into the Services.

11. Data Handling

A. Data Classification

RingCentral maintains data classification standards including:

- i. Public data, data that is generally available or expected to be known to the public.
- ii. Confidential data, data that is not available to the general public.

Protected Data is classified as RingCentral Confidential Data.

B. Data Segregation

RingCentral:

- i. Ensures physical or logical segregation of Protected Data from other customers' data.
- ii. Ensures physical separation and access control to segregate Protected Data from RingCentral data.

C. Encryption of Data

RingCentral:

- i. Shall ensure encryption of Protected Data in electronic form in transit over all public wired networks (e.g., Internet) and all wireless networks (excluding communication over Public Switch Telephone Networks).
- ii. Excepting the Engage Communities feature of Engage Digital, shall ensure encryption of Protected Data in electronic form when stored at rest.
- iii. Uses industry standard encryption algorithms and key strengths to encrypt Protected Data in transit over all public wired networks (e.g., Internet) and all wireless networks.

D. Destruction of Data

RingCentral shall:

- i. Ensure the secure deletion of data when it is no longer required.
- ii. Ensure that electronic media that has been used in the delivery of Services to the Customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.
- iii. Destroy any equipment containing Protected Data that is damaged or non-functional.

12. Incident Response

RingCentral's incident response capability is designed to comply with statutory and regulatory obligations governing incident response. As such, RingCentral:

- A.** Maintains an incident response capability to respond to events potentially impacting the confidentiality, integrity and/or availability of Services and/or data including Protected Data.
- B.** Has a documented incident response plan based on industry best practices.
- C.** Has a process for evidence handling that safeguards the integrity of evidence collected to including allowing detection of unauthorized access to.
- D.** Will take appropriate steps and measures to comply with statutory and regulatory obligations governing incident response.

When RingCentral learns of or discovers a security event which impacts Protected Data, RingCentral will notify Customer without undue delay and will take commercially reasonable steps to isolate, mitigate, and/or remediate such event.

13. Business Continuity and Disaster Recovery

A. Business Continuity

RingCentral:

- i. Ensures that responsibilities for service continuity are clearly defined and documented and have been allocated to an individual with sufficient authority.
- ii. Has a business continuity plan (BCP) in place designed to provide ongoing provision of the Services to Customer.
- iii. Develops, implements, and maintains a business continuity management program to address the needs of the business and Services provided to the Customer. To that end, RingCentral completes a minimum level of business impact analysis, crisis management, business continuity, and disaster recovery planning.
- iv. Ensures that the scope of the BCP encompasses all relevant locations, personnel and information systems used to provide the Services.
- v. Ensure that its BCP includes, but is not limited to, elements such location workarounds, application workarounds, vendor workarounds, and staffing workarounds, exercised at minimum annually.
- vi. Reviews, updates, and tests the BCP at least annually.

B. Disaster Recovery

RingCentral:

- i. Maintains a disaster recovery plan, which includes, but is not limited to, infrastructure, technology, and system(s) details, recovery activities, and identifies the people/teams required for such recovery, exercised at least annually.
- ii. Ensures that the disaster recovery plan addresses actions that RingCentral will take in the event of an extended outage of service.
- iii. Ensures that its plans address the actions and resources required to provide for (i) the continuous operation of RingCentral, and (ii) in the event of an interruption, the recovery of the functions required to enable RingCentral to provide the Services, including required systems, hardware, software, resources, personnel, and data supporting these functions.



City of Sierra Madre Agenda Report

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks Giragosian, City Attorney

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 9, 2025

**SUBJECT: RESOLUTION 25-52 DIRECTING THE SALE OF PROPERTY
LOCATED AT 487 WOODLAND DRIVE, SIERRA MADRE,
CA 91024**

STAFF RECOMMENDATION

It is recommended that the City Council approve Resolution No. 25-52 directing the sale of property located at 487 Woodland Drive, Sierra Madre, California 91024 pursuant to Government Code sections 37350-37351

ALTERNATIVES

1. Reject Resolution No. 25-52
2. Continue Consideration of Resolution No. 25-52

EXECUTIVE SUMMARY

It is recommended that the City Council direct the sale of property located at 487 Woodland Drive ("Property") upon recording a drainage and access easement in favor of the City. The Property has no value to the City beyond the ability to maintain the drainage. The Property is zoned C/CP ("Civic and City Park") and is surrounded by residential uses. It is located on a slope and will be difficult to improve for public park purposes. Additionally, neighbors often use the Property as a means to access their homes, posing a potential legal liability. If the City Council approves the sale, the Planning & Community Preservation Department will process a zone change for the property consistent with its highest and best use.

ANALYSIS

In April 2002, the City Council adopted Resolution No. 02-37 applying for a Proposition A Open Space Grant for the purchase of property located at 487 Woodland Drive, Sierra Madre, California 91024. In December 2002, the Los Angeles County Regional Park and Open Space District ("District") awarded a grant to the City. The Property consists of 15,551 square feet of open space in the Sierra Madre Canyon. The City purchased the Property to improve and maintain a flood control channel traversing the Property.

In June 2020, the City Council adopted Resolution No. 20-45 declaring the Property to be exempt surplus property under Government Code section 54221, subdivision (f)(1)(H). The City submitted its exemption packet to the California Department of Housing and Community Development ("HCD") for review. In May 2021, HCD denied the City's exemption.

In June 2021, the City Council adopted Resolution No. 21-36 declaring the Property to be surplus property and initiating the noticing process. The City notified all interested parties, but received no inquiries regarding the sale of the Property. In October 2021, HCD confirmed the City met its obligations under the Surplus Land Act.

The City met with the District's representatives to discuss the disposition of the Property. Section 9 of the Grant Agreement with the District states, "if Applicant sells or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Applicant shall reimburse the District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2) the fair market value of the real property; or 3) the proceeds from the portion of the Property acquired, developed, improved, rehabilitated or restored with grant monies." Consistent with Section 9, the District requested an appraisal of the Property." The City contracted with Gregg Freedman and Associates to perform an appraisal. An appraisal was prepared on April 1, 2020, but the District had a number of concerns. The City commissioned a revised appraisal on January 21, 2021, which valued the property at \$451,000 as if it was available for development.

In April 2022, the City Council adopted Resolution No. 22-17 directing the sale of the Property pursuant to Government Code sections 37350. Section 2 of Resolution No. 22-17 states, "the City Manager is directed to enter into an agreement with an interested buyer to sell the Property at its appraised market value of \$451,000 after receiving approval from the District's Board of Directors." The City received the District's approval, but was unable to sell the Property at the appraised value.

In May 2025, the City had the Property reappraised and it was determined that the market value is \$233,000. Included as Attachment B is a copy of the appraisal by Gregg Freedman and Associates. The City forwarded the appraisal to the District, which approved the sale of the Property at the new appraised value in July 2025; however, a new Resolution is needed to approve the sale of the Property at \$233,000 or less.

It is recommended that the City Council direct the sale of Property upon recording of a drainage and access easement in favor of the City. The Property has no value to the City beyond the ability to maintain the drainage. The Property is zoned C/CP (“Civic and City Park”) and is surrounded by residential uses. It is located on a slope and will be difficult to improve for public park purposes. Additionally, neighbors often use the Property as a means to access their homes, posing a potential legal liability. If the City approves the sale, the Planning & Community Preservation Department will process a zone change for the property consistent with its highest and best use.

ENVIRONMENTAL(CEQA)

California Code of Regulations, title 14, section 15312, exempts the sale of surplus government property, especially where “(a) the property does not have significant values for wildlife habitat or other environmental purposes, and (b) Any of the following conditions exist: (1) The property is of such size, shape, or inaccessibility that it is incapable of independent development or use; or (2) The 273249.1 property to be sold would qualify for an exemption under any other class of categorical exemption in these guidelines; or (3) The use of the property and adjacent property has not changed since the time of purchase by the public agency.” Here, the property does not have a significant value for wildlife habitat or other environmental purposes because it is surrounded by residential uses. Due to its size and slope, the property is not suitable for independent development and the use of the property and adjacent properties has not changed since the time of purchase by the public agency. Lastly, this determination regarding General Plan consistency is also exempt from review because it does not meet the definition of a project under California Code of Regulations, title 14, sections 15061, subdivision (b)(3), and section 15378, subdivision (b)(5).

STRATEGIC PLAN CORRELATION

N/A

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City’s website at sierramadreca.gov.

FISCAL IMPACT

The sale of the Property at 487 Woodland Drive will not result in a direct financial benefit to the City as all proceeds are required to be remitted to the Los Angeles County Regional Park and Open Space District pursuant to the terms of the Proposition A Grant Agreement; however, the sale will relieve the City of ongoing liability exposure and potential maintenance obligations associated with the property, while ensuring retention of drainage and access rights through the reserved easement. In this respect, approval of the sale provides administrative and risk management benefits, even though no net revenue will accrue to the City’s General Fund.

ATTACHMENTS:

Attachment A: City Council Resolution No. 25-52

Attachment B: Summary Valuation Report by Gregg Freedman and Associates

RESOLUTION NO. 25-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, DIRECTING THE SALE OF PROPERTY LOCATED AT 487 WOODLAND DRIVE, SIERRA MADRE, CALIFORNIA 91024

RECITALS

WHEREAS, Government Code section 37350 authorizes the City Council to sell real property;

WHEREAS, the City of Sierra Madre purchased the parcel located at 487 Woodland Drive, Sierra Madre, California 91024, Assessor’s Parcel Number 5763-014-900 (“Property”) in 2002;

WHEREAS, the Property was purchased with grant funds from the Los Angeles County Regional Park and Open Space District (“District”) to secure a drainage easement and to complete improvements;

WHEREAS, the City desires to sell the Property upon recording a drainage easement;

WHEREAS, on July 16, 2020, the Planning Commission adopted Resolution No. 20-10 finding the sale of the Property is consistent with the Sierra Madre General Plan;

WHEREAS, on August 25, 2021, the City fulfilled its obligation under the Surplus Land Act to notice the sale of the Property to all interested parties;

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

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

SECTION 2. Sale. The City Manager is directed to enter into an agreement with an interested buyer to sell the Property at or less than its appraised market value of \$233,000 upon the recordation of drainage easement in favor of the City.

SECTION 3. CEQA. California Code of Regulations, title 14, section 15312, exempts the sale of surplus government property, especially where “(a) the property does not have significant values for wildlife habitat or other environmental purposes, and (b) Any of the following conditions exist: (1) The property is of such size, shape, or inaccessibility that it is incapable of independent development or use; or (2) The 273249.1 property to be sold would qualify for an exemption under any other class of categorical exemption in these guidelines; or (3) The use of the property and adjacent property has not changed since the time of purchase by the public agency.” Here, the property does not have a significant value for wildlife habitat or other environmental purposes because it is surrounded by residential uses. Due to its size and slope, the property is not suitable for independent development

and the use of the property and adjacent properties has not changed since the time of purchase by the public agency. Lastly, this determination regarding General Plan consistency is also exempt from review because it does not meet the definition of a project under California Code of Regulations, title 14, sections 15061, subdivision (b)(3), and section 15378, subdivision (b)(5).

SECTION 4. Severability. If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Resolution or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Resolution or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

SECTION 5. Certification. Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Resolution by the City Council.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 9th day of September 2025.

Robert Parkhurst, Mayor

I HEREBY CERTIFY the foregoing Resolution 25-52 was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 9th day of September 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar, City Clerk

ATTACHMENT B

Gregg Freedman and Associates
14050 W. Magnolia Boulevard #302, Sherman Oaks, California 91423
Mailing Address: P. O. Box 909, Cannon Beach, Oregon 97110
www.gfassociates.com
(626) 355-8728 Office / (626) 355-8948 Fax

SUMMARY VALUATION REPORT

AS OF MAY 1, 2025

OF THE VACANT PARCEL COMMONLY KNOWN AS 487 WOODLAND DRIVE,
SIERRA MADRE, CALIFORNIA 91024

(Fee Simple Interest)



DATE OF SITE OBSERVATION: MAY 1, 2025

DATE OF REPORT PREPARATION: MAY 5, 2025

PREPARED FOR:
MR. TED TEGART, COMMUNITY SERVICES SUPERVISOR
CITY OF SIERRA MADRE
232 W. SIERRA MADRE BOULEVARD
SIERRA MADRE, CALIFORNIA 91024

Gregg Freedman and Associates
14050 W. Magnolia Boulevard #302, Sherman Oaks, California 91423
Mailing Address: P. O. Box 909, Cannon Beach, Oregon 97110
www.gfassociates.com
(626) 355-8728 Office / (626) 355-8948 Fax

May 5, 2025

Mr. Ted Tegart, Community Services Supervisor
CITY OF SIERRA MADRE
232 W. Sierra Madre Boulevard
Sierra Madre, California 91024

Dear Mr. Tegart:

Pursuant to your request and authorization, and based upon my tenure and expertise, the undersigned has developed an opinion of value for the following described subject property. This is an Appraisal Report which is presented in a Summary manner for the purpose of forming an opinion of the "As If Available for Development to Its Highest and Best Use" Fair Market Value for the subject property, as of May 1, 2025, for internal asset management uses.

The following factual and descriptive data has been utilized in part in arriving at the conclusion of value:

ADDRESS & AREA LOCATION	487 Woodland Drive Sierra Madre, CA 91024 Thomas Bros. Maps 567 B-1
CENSUS TRACT:	4305.01
LEGAL DESCRIPTION:	Those portions of Lots 36 - 39, Tract No. 2458, M. B. 24-36-37 APN 5763-014-900 (See Tax/Plat addenda attached)
INDICATED OWNER:	City of Sierra Madre
PROPERTY TAXES:	\$0.00 – 2024/25 (exempt)

A complete observation was made of the subject property on May 1, 2025 with due consideration given to all readily observable factors and forces that may influence the value of the subject site.

The following summary Appraisal Report, prepared per USPAP standards, contains a general analysis of data deemed inherent to support my opinion of value. This report utilized the Market (or Direct Sales Comparison) Approach to Value supported by information obtained from knowledgeable area Realtors, Appraisers and recent transfers and listings of similar type properties in the general region. Additional detailed data can be found in the Appraiser's files and/or attached as addenda to this report. A total of fifty (50) pages (plus addenda) are included in this analysis.

As a result of my investigation and observations coupled with public and private records data, it is my professional opinion that the subject property "As If Vacant and Available for Development to Its Highest and Best Use" as described indicates a Fair Market Value for the subject as of May 1, 2025 in the amount of:

**Final reconciled value indication via the Direct Sales Comparison
("Market") Approach to Value: \$233,040.00**

\$233,000.00 Rounded

TWO HUNDRED THIRTY-THREE THOUSAND DOLLARS

AS IF AVAILABLE FOR DEVELOPMENT TO ITS HIGHEST AND BEST USE

Should you have any questions, or if I can be of any further assistance, please feel free to contact me. Thank you for this opportunity to be of service to you and the citizens of Sierra Madre.

Very truly yours,



GREGG FREEDMAN, ASA, IFA-S, CGA
California State Certified General Appraiser #AG002632 exp. 2/27

GF:dbm

Gregg Freedman and Associates
14050 W. Magnolia Boulevard #302, Sherman Oaks, California 91423
Mailing Address: P. O. Box 909, Cannon Beach, Oregon 97110
www.gfassociates.com
(626) 355-8728 Office / (626) 355-8948 Fax

SUMMARY APPRAISAL REPORT

This is an Appraisal Report, presented in a Summary manner, with an effective date of May 1, 2025, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it presents summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file and/or is attached as an addendum to this report. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: Mr. Ted Tegart, Community Services Supervisor
CITY OF SIERRA MADRE
232 W. Sierra Madre Boulevard
Sierra Madre, CA 91024

INTENDED USER: This report is intended for use only by the indicated Client, appropriate public oversight and the Appraiser's peer review organizations ONLY. Use of this report by any others is not intended by the Appraiser. This analysis was NOT prepared for legal or lending purposes/uses.

APPRAISER: Gregg Freedman, ASA, IFA-S, CGA #AG002632 exp.2/27
California State Certified General Appraiser
GREGG FREEDMAN & ASSOCIATES, INC.
14050 W. Magnolia Blvd #302
Sherman Oaks, CA 92352

SUBJECT: One (1) vacant parcel commonly known as 487 Woodland Dr.
Sierra Madre, Ca. 91024
APN 5763-014-900

OWNER OF RECORD:

According to our search of County Records, title to the subject is held in the name of the City of Sierra Madre, who has held title to the property since approximately 6/10/2002.

The parcel was acquired by the current owner for \$145,000 consideration with the Seller noted as the Viola S. Mallory Trust (P. R. Document #02-1314840). The circumstances involving this last transfer was not known nor readily available.

See sales history addenda attached.

The subject property is not currently under contract nor listed for sale per the Client and the local MLS.

APPRAISER'S FILE: 2024-011LA567

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide the appraiser's opinion of the fair market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institution's regulatory agencies as follows:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. *

*Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42, Definitions (f)

DEFINITION OF MARKET VALUE:

Market Value is defined by the United States Treasury Regulations as follows:

Fair Market value is defined by the United States Treasury Regulations as “The price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of the relevant facts.” Treas. Reg. 20.2031-1(b); Fitts’ Estate v. Commissioner of Internal Revenue, 237 F. 2d 729, 731 (8th Cir 1956).

In as much as all concerned parties are fully aware of the locational and physical aspects of the property, only those factors that affect market valuation will be included in this report. See the Appraiser’s work file for additional information.

INTENDED USE OF REPORT: This analysis was prepared for internal asset management purposes ONLY and is not intended for ANY other use.

Please Note: This report is not intended for use in a federally related or funded transaction nor for any legal purposes.

INTENDED USERS: This appraisal is intended to be used by the indicated Client and appropriate public oversight officials ONLY. No other Users are identified nor allowed.

INTEREST VALUED: Fee Simple

EASEMENTS: None noted on Plat Map – a Preliminary Title Report was not obtained or reviewed by the Appraiser for this updated assignment. Client provided Easements documentation was reviewed as part of the current assignment.

EFFECTIVE DATE OF VALUE: May 1, 2025

DATE OF REPORT: May 5, 2025

APPRAISAL DEVELOPMENT AND REPORTING PROCESS (SCOPE):

In preparing this appraisal, the Appraiser:

- Performed a physical observation of the subject property;
- Defined the subject's market area and immediate neighborhood;
- Researched and analyzed the subject's market conditions, including economic supply and demand and market area trends;
- Researched public and private records and/or other sources (including but not limited to those such as Parcelquest data, Core Logic Analytics, the MLS) deemed reliable (but not guaranteed by the Appraiser) relative to the subject property and comparable data;
- Identified the subject property's site and any existing improvements, and photographed the subject property/site during my observation;
- Researched the subject's ownership history, including all agreements of sale, options and listings of the property occurred within the last 3 years;
- Researched and disclosed the subjects' tax assessment and value information;
- Researched and analyzed the subject's current use considering existing land use regulations and development of an opinion of the subject's highest and best use;
- Identified and developed all valuation techniques deemed appropriate and necessary to produce credible assignment results;
- Researched public and private records and/or other sources deemed reliable relative to verified comparable properties used in our analysis;
- Developed a final reconciliation of the valuation Approaches used in this assignment and developed a final opinion of value for the subject property;
- Prepared this narrative Summary Appraisal Report which is intended to comply with the reporting requirements set forth under USPAP Standards Rule 2 and transmitted it to the Client.
- The Appraiser has previously valued the subject of this assignment (in 2020); the Appraiser has not provided any services relative to the subject or its ownership in the past three (3) years.

The preceding scope of work was discussed with the Client prior to my engagement; the Appraiser considered this scope of work acceptable to meet or exceed the Client's needs and necessary to develop credible value conclusions. Furthermore, it is the appraiser's opinion that the scope of work meets or exceeds the expectations of parties who are regularly intended users of similar assignments and that the appraiser's peers would perform in similar assignments.

As the site is unimproved, the Cost Approach was not felt applicable nor relevant in this assignment.

The subject does not produce income and is located in an area of predominantly owner-occupied single-family residences not intended for income production; thus, the Income Approach was not applied nor felt relevant.

The future consideration of the Income Approach to value could have an impact on the opinions expressed herein; the Appraiser reserves the right to modify this opinion (for an additional fee) should further studies be required or are presented for review. Thus, the primary Approach to value utilized in this analysis was the Market, or Direct Sales Comparison Approach. As there were no contributory improvements on the site, the Cost Approach to Value was not performed in this analysis.

This Summary Appraisal Report is a brief recapitulation of the appraiser's data, analyses and conclusions. Additional supporting documentation has been attached as addenda to this report and/or is retained in the appraiser's file.

The Hypothetical Circumstance that the subject parcel is "As If Available for Development to Its Highest and Best Use" has been employed in this analysis. Any deviation from the hypothetical circumstances employed in this analysis could significantly impact or render void the opinions expressed herein.

The Extraordinary Assumptions that the subject is/was as reported by the County Assessor, Title Company, Client provided and other public and private data sources utilized herein, that there is typical access to readily available public/private utilities, that there are no hazardous materials on or near the subject site, that there are no adverse easements or encroachments affecting the subject site (typical utility easements presumed/excepted) and that the subject has a marketable and insurable title have been employed in this analysis. Any subsequent revelation of any such conditions could have an impact on the opinions expressed herein. A Preliminary Title report was not provided nor obtained for this assignment. In a prior assignment (in 2021) for the same Client, subject and intended use/users, the Appraiser was provided with and reviewed a Preliminary Title Report.

It should be noted that there is a limited "pool" of potential buyers for such properties. Considering the lack of proximal conveniences and required extensive (and expensive) infrastructure costs (curbs, gutters, storm water and sewer waste management, grading, tree removal etc.) coupled with fire hazard and development limitations imposed by the City of Sierra Madre's C/CP ("Civic/City Park") zoning designation and its location within the RC ("Residential Canyon") area, would most likely preclude any speculative development in the near future.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: The subject is located adjacent the Angeles National Forest at the base of the San Gabriel Mountains in a generally residential area composed of primarily single-family residential uses in Sierra Madre Canyon within the City of Sierra Madre, in eastern central Los Angeles County, California. Assessor's data indicates the subject as having a situs address of 487 Woodland Drive in Sierra Madre, CA, 91024 (APN 5763-014-900).

Sierra Madre is a city in Los Angeles County, California whose population was 11,268 at the 2020 U.S. Census, up from 10,917 at the time of the 2010 U.S. Census. The city is located in the foothills of the San Gabriel Valley below the southern edge of the Angeles National Forest approximately 16.6 miles northeast of downtown Los Angeles, with an approximate size of 2.93 square miles. Pasadena and Altadena are to its west, with Arcadia to its south and east. Sierra Madre is known as "Wisteria City", and its city seal is decorated with a drawing of the now widely known 500-foot (150 m) vine. It is also called the "Village of the Foothills" and was an All-America City in 2007.

History

Early history

In approximately 500 CE, Tongva Indians, the aborigines migrated from the Mojave area to what would become Los Angeles County, (including the San Gabriel Valley). Their name means "People of the Earth". Their primary language was Uto-Aztecan Shoshonean. In the 16th century there were about 25 Tongva villages, with a population of approximately 400 native people. By 1769, the first Spanish settlers arrived in the region, finding an estimated 5,000 Tongva living in 31 villages. Two years later, Mission San Gabriel Arcangel was founded in today's Montebello, causing the Tongva communities to rapidly dwindle. The mission was later moved to San Gabriel because of severe flooding from the Rio Hondo River, which ruined their crops. The original mission site is now marked by a California Historical Landmark. Tongvas were integrated into the culture of the mission, and the tribe were renamed Gabrielino Indians by the Spaniards. The first Mount Wilson trail was carved by the Gabrielino Indians which was used by them when they carried timber down from the mountains for the construction of the San Gabriel Mission in 1771.

Using Mexican and Chinese laborers, Benjamin "Don Benito" Wilson expanded the Mount Wilson Trail in 1864. Nathaniel Carter purchased the original 1,103 acres (4.46 km²) that comprise Sierra Madre in 1881: 845 acres (3.42 km²) from "Lucky Baldwin", 108 acres (0.44 km²) from the Southern Pacific Railroad Company; and 150 acres (0.61 km²) from John Richardson (1811-Aug. 9, 1884). In 1888, the Santa Anita railroad station was built. The first of the year brought Pacific Electric Railway Red Car passenger service to Sierra Madre. Later that year the first electric lights were installed by the Edison Electric Company. In December 1906, the first telephones were installed, 250 of them, by the Home Telephone Company of Monrovia. On February 2, 1907, the first citywide election was held and 96 citizens voted 71–25 to officially incorporate Sierra Madre, the population was about 500. Eighteen days later, Sierra Madre became incorporated as a California city. Charles Worthington Jones served as the first mayor.



The Sierra Madre Villa Hotel, 1884.

The new century

Sierra Madre is historically linked to the old mountain resorts of the San Gabriel Mountains and Valley. The Sierra Madre Villa Hotel was a pioneer of summer resorts that populated the San Gabriel Valley in the late-19th century. The municipality also operated and maintained the landmark "Lizzie's Trail" inn at the head of Old Mount Wilson Trail.

Harvard College established the first Mount Wilson Observatory in 1889. The installation of the Harvard telescope in 1889, which brought its own problems of transporting the instrument up the old Wilson trail, caused an interest in a Mt. Wilson roadway, something more than a trail. The Harvard telescope was removed and in July the new toll road was officially opened to the public. The toll was set by the Los Angeles County Board of Supervisors at 25 cents for hikers and 50 cents for horseback. The new road was called the "New Mt. Wilson Trail" and it was more popular at the time than the old Sierra Madre trail. Foot and pack animal traffic became so heavy that in June 1893 the trail was widened to six feet. The Pacific Electric "Red Cars" established their route to Sierra Madre from 1906 until 1950. Thousands of people rode the cars to Sierra Madre to hike the original Mt. Wilson Trail.



Horse and buggy passage on the Mount Wilson Trail.

In 1908, the first Mt. Wilson Trail Race was run. This popular annual event race was discontinued during WWII and reestablished in 1966. The 102nd anniversary of the first running of the Mount Wilson Trail Race and the 44th annual race, was run in May 2010. Because of rain, mudslides, falling trees, soil erosion and rockslides, the regularly monitored trail course changes almost every year, and no official records of running times are kept. The 8.6-mile (13.8 km) course starts and ends on pavement, but the majority of the race is run on a dirt path about three-foot-wide, and the Mt. Wilson Trail has occasional steep vertical drops of hundreds of feet. Due to the narrow and steep qualities of the trail, the race is limited to 300 male and female runners. The path gains elevation to more than 2,100 feet (640 m), and at 4.3 miles (6.9 km) from the start of the race is Orchard Camp, the turnaround point. Scout troops hike up to provide water at two locations, at the 2.3-mile (3.7 km) point and at the Orchard Camp turnaround. The Sierra Madre Search and Rescue Team provides emergency support on race day. The special feature of the Mt. Wilson Trail Race is its traditional and historical value to the community.

A year after the city's incorporation, Roman Catholic families contacted a priest from Chicago, Father M. W. Barth, who had moved west for his health, to ask if he could celebrate Mass for them. The construction of the first very small church of St. Rita's parish, founded by Father Barth in 1908, was completed in 1910.^[10] In 1922, St. Rita's Catholic Church parochial school opened. During the first 100 years of St. Rita's Parish, it has on record: 4,075 Baptisms, 3,590 Confirmations, 1,334 Marriages and 1,469 funerals. The scattering of families that began with Father Barth in 1908 has grown to more than 1,200 Catholic parish homes today, in a city whose entire population is now approximately 10,580 people.

In 1914, after a long legal battle, the city acquired title to all water rights, lands, and distributing systems of the Baldwin Estate and the Sierra Madre Water Company.



Sierra Madre 1908 with PE line Depot and the Hotel Shirley in background

1920s and 1930s

In 1921, a disastrous bakery fire at Windsor Lane and Montecito Court prompted the official organization of the Sierra Madre Volunteer Fire Department. The town is still home to the only remaining volunteer fire department in greater Los Angeles today.

On January 1, 1922, Bethany Temple was dedicated. The now historical domed cobblestone church was designed and built by the nearly-blind Louis D. Corneulle. The new Congregational Church structure was completed on Sierra Madre Ave; the Romanesque Revival building was designed by Marsh, Smith, & Powell. In July 1927, the Sierra Madre Kiwanis Club was formed. On April 21, 1931, the first meeting of the Sierra Madre Historical Society took place, in conjunction with the city's fiftieth anniversary celebration. In 1936, a city ordinance officially changed the name of Central Avenue to Sierra Madre Blvd. In March 1938, a disastrous storm and the resulting flood destroyed many resorts in the local mountains, and also ravaged the (John) Muir Lodge in Big Santa Anita Canyon above Sierra Madre. No trace remains of it today. In 1939 the city purchased 760 acres (3.1 km²) of land in San Gabriel Mountains near Orchard Camp to avoid contamination of the water supply.

A six-week Wistaria event took place in the 1930s. The crowds that traveled to see the giant Wisteria vine were estimated at over 100,000. With so many visitors, Extra "Red Cars" were put on the Pacific Electric route to Sierra Madre.

1940s

On May 14, 1942, Sierra Madre's Japanese population was required to depart for the detention facility in Tulare, California. During this decade, Sierra Madre Civic Club and the Sierra Madre Lion's Club were organized. The Sierra Madre Community Nursery School also opened. In May 1947, the first Pioneer Days Parade was held. The heaviest recorded snowfall in Sierra Madre occurred in 1949, blanketing the town with 3 to 4 inches of snow overnight.

Mid-century

On October 6, 1950, the last Pacific Electric train left from Sierra Madre. In 1951, Sierra Madre Search and Rescue Team was established by Larry Shepherd and Fred LaLone. Sierra Madre joined the Pasadena Unified School District In 1961. In 1967, Princess Margaret visited the British Home in Sierra Madre. The Cultural Heritage Committee was established in 1969 by the Sierra Madre City Council, with the intent of "defining cultural and aesthetic landmarks throughout the City of Sierra Madre and to recommend how such landmarks be preserved." In 1969, the city purchased the Women's Clubhouse, to be demolished and become the site of a new City Hall building.

Predominantly through the efforts of a few dedicated Sierra Madre residents, the Sierra Madre Historical Wilderness Area was established by declaration of the City Council on January 24, 1967. When it was dedicated on January 27, 1968, Sierra Madre was the first city in Southern California to own a wilderness preserve. The Sierra Madre City Council added the Mt. Wilson Trail to the Sierra Madre Register of Historic Cultural Landmarks, on October 12, 1993.

1970s

In January 1971, the Sierra Madre Environmental Action Council was formed. In 1974, the Bell Tower in Kersting Court was dedicated; this bell tower houses the original school bell from the 1885 schoolhouse. In 1976 the "Sierra Madre Vistas" was published by the Sierra Madre Historical Preservation Society. On March 19, 1976, the Bicentennial time capsule was buried beneath flagpole at the new Fire and Police Department Facility and was dedicated in May. The New City Hall building was dedicated on Sierra Madre Boulevard in 1977.

1980s and 1990s

In 1981, Sierra Madre celebrated the centennial of its founding, complete with a Centennial Royal Court and dance, a special Historical Society dinner, and rides on a Pacific Electric red car brought back to town on Independence Day weekend. On February 28, 1983, Queen Elizabeth visited the British Home and greeted each resident of the small town. In April 1999, "The Weeping Wall Veterans' Memorial," designed by Lew Watanabe, was dedicated in Memorial Park.

Recent history

The groundbreaking ceremony for the Senior Housing Project on Esperanza Avenue was held, the affordable housing project includes 46 units designed by PBWS Architects and developed by the Foundation for Quality Housing in 2003. Later that year the Veterans' Photo Wall, spearheaded by John Grijalva, is dedicated in Memorial Park. In 2007, Sierra Madre celebrated the centennial of its incorporation as a California city. Sierra Madre also won the All-America City Award, the prestigious award that is given by the National Civic League. That same year, the refurbished World War I cannon in Memorial Park was dedicated.

In March 2008, the Milton & Harriet Goldberg Recreation Area was dedicated, as the city's first such 'pocket' park in over thirty years. In 2009, the Sierra Madre Historical Preservation Society published "Southern California Story: Seeking the Better Life in Sierra Madre", by Michele Zack.

Government and infrastructure

State and federal representation

In the California State Legislature, Sierra Madre is in the 25th Senate District, represented by Sasha Renee Perez, and the 41st Assembly District, represented by John Harabedian.

In the United States House of Representatives, Sierra Madre is in California's 27th congressional district, represented by Judy Chu.

County

The Los Angeles County Department of Health Services operates the Monrovia Health Center in Monrovia, serving Sierra Madre.

City services

The town has no traffic signals within its town limits.

The Sierra Madre Police Department patrols the city, providing 24/7 protection for the citizens of Sierra Madre.

In July 2003, the MTA began operation of the Gold line from Union Station to Sierra Madre Villa. Sierra Madre expanded local transit service as part of the new operation.

Sierra Madre is the last city in Los Angeles County to provide its own paramedic service to its residents.

Fire

The Sierra Madre Fire Department provides fire protection services for the city of Sierra Madre.

City Council

The Sierra Madre City Council has five members elected to four-year terms. The Council is responsible for general city policy, as well as for the appointment of the City Manager, City Attorney, and members of the city's boards and commissions. It also serves as the governing body for the Community Redevelopment Agency and Public Financing Authority.

Culture

Downtown Sierra Madre has small restaurants and shops. There is also a historic company that makes gourmet and specialty olives, jams, jellies, and syrups (sold to the public) from its own citrus groves. The company, E. Waldo Ward and Son, was founded over 120 years ago, when most of Sierra Madre was mainly agricultural in its zoning; the first Sevilla orange trees in the U.S. were planted on the grounds. Presently, due to re-zoning, the original trees are on private property, however the Ward family still owns 3 acres (12,000 m²) of oranges at 273 East Highland Avenue as well as a barn.

Sierra Madre hosts a locally famous Independence Day parade and three days of festivities each year. The date of the parade varies from year to year, dependent on when the Monday of the holiday weekend falls. Residents like to call it a "Star Spangled Weekend." The old tradition of water-filled squirt guns during the parade has been scrapped for "confetti eggs" to throw at parade participants and viewers. Concerts, food and game booths and the ubiquitous beer booth are all a part of the firework-free weekend.

In the northern and northeastern portions of the city (where the subject site(s) is/are located) are the Lower and Upper Sierra Madre Canyons. These small communities are noted for their narrow and winding roads, lush vegetation, views of the San Gabriel Valley, and small bungalows or cabins. Bailey Canyon Wilderness Park has these resources and hiking trail entrances are available to the public: Sierra Madre Wilderness Trail, Live Oak Nature Trail, and Canyon View Nature Trail. The park itself has a Native Botanical Area and picnic area barbecues and fire rings.

Wisteria vine



The Sierra Madre Wistaria

Sierra Madre is known for its annual Wistaria Festival (an alternative spelling of Wisteria), which celebrates its 1 acre (4,000 m²) Chinese wisteria (*Wisteria sinensis*) vine, which was planted in the 1890s. The plant was named by the *Guinness Book of World Records* as the largest flowering plant and one of the seven horticultural wonders of the world. The annual festival is the one day a year the vine on private property can be viewed. The city's more than 500-foot (150 m)-long Wisteria Vine, was purchased in 1894 by Mrs. William (Alice) Brugman from the old Wilson nursery, in Monrovia, for seventy-five cents. Over time, the vine, with its lavender flowers, grew so large that it crushed the house. Now the vine spans two back yards in the 500 block of North Hermosa Avenue. The vine measures more than 1 acre (4,000 m²) in size and weighs 250 tons.

"Rose Parade"

On January 1, 1917, Sierra Madre made its first entry in the Pasadena Tournament of Roses parade. Since 1954, the year it was founded, the Sierra Madre Rose Float Association has organized the volunteers who decorate the self-made Tournament of Roses floats every year, and receives no funds from the city. In 2010, the Sierra Madre Rose Float Association and float designer Charles Meier won their fourth award in a row, the "*Lathrop K. Leishman Award*" for Most Beautiful Non-Commercial Float.

Jailhouse Inn

Sierra Madre's "JailHouse Inn" occupies the Historic City Hall, and its "suite" is actually located at the Old Jail. There is only one cell, so it can only "incarcerate" just one or two people per night. It is about 200 square feet (19 m²), and is regarded as the smallest, and perhaps most unusual, bed & breakfast in the United States.

Mater Dolorosa Monastery

In the foothills of Sierra Madre is an 80-acre (320,000 m²) retreat with a bubbling fountain and verdant gardens. Mater Dolorosa Monastery's first permanent structure was built in 1931. In 1949, the new retreat house was built and dedicated. The Mater Dolorosa Retreat Center (Mater Dolorosa means "Mother of Sorrows") has provided an environment of peace for monks as well as Methodists, Presbyterians and even movie crews. It is also the setting of a murder mystery by Sierra Madre author Lynn Bohart titled *Mass Murder*. It is a place where, for almost a century, Roman Catholic monks and their faithful have sought tranquility, and where Rose Bowl-bound football teams have found a good night's rest away from the wicked temptations of the cities of Los Angeles and Pasadena.

Shortly before the Rose Bowl game in 1958, Ohio State Coach Woody Hayes started looking for a place to sequester his team from the wicked temptations of Los Angeles. The Mater Dolorosa monastery in Sierra Madre offered secluded serenity, along with a small company of black-robed friars to make sure the team didn't get into any mischief. The Buckeyes won the game. Other team coaches have followed suit. Bobby Bell, a Minnesota linebacker, remembered the team bus pulling into the monastery one late night, with only the headlights and police escort lights shining against the religious statues. He remarked to his coach: "You don't have to worry about bed-check tonight, Coach."

Motion pictures produced in Sierra Madre

- In 1910, New York filmmaker D. W. Griffith began producing movies in town, using townspeople as extras.
- *The Great Man's Lady*, based on the short story "The Human Side" by Viña Delmar, was filmed in 1941, at the Pinney House, starring Barbara Stanwyck, Joel McCrea, and Brian Donlevy.
- Eddie Foy, Jr. and *The Seven Little Foys* was also filmed at the Pinney House, starring Bob Hope and Milly Vitale in 1954.
- In 1976, Alfred Hitchcock filmed segments of *Family Plot* in Sierra Madre's "Pioneer Cemetery".
- David Lynch filmed *Twin Peaks* in the Pioneer Cemetery.
- John Carpenter filmed a scene for *Halloween* at the Pioneer Cemetery in 1978.
- John Carpenter also filmed at the Church of the Ascension, a prominent location within the 1980 horror film *The Fog*.
- The 1956 version of *The Invasion of the Body Snatchers* was filmed in town; it starred Kevin McCarthy, Dana Wynter, and Larry Gates.
- In 1983, *Testament* was shot entirely on location in Sierra Madre.
- The Dead Money DLC for Fallout New Vegas game.

Numerous other movies have been filmed at Mater Dolorosa Monastery.

Notable people

- Louise Gunning – former Broadway singer, wife of violinist Oskar Seiling
- Alan Wood – Supplied the American flag raised in the historic *Raising the Flag on Iwo Jima* photograph.
- Gutzon Borglum – Sculptor of Mount Rushmore and other famous statue artworks

Historic landmarks

Forty-eight properties are listed on Sierra Madre's Designated Historical Properties List, including these: Sierra Madre Pioneer Cemetery (1884), Old North Church (1890) of Sierra Madre Congregational Church (1928), the Episcopal Church of the Ascension(1888), and Hart's house (1884) in Sierra Madre Memorial Park.

Newspaper

Sierra Madre is served by two local newspapers (*Sierra Madre Weekly* and the *Mountain Views News*), the online *Sierra Madre Tattler* blog, and Sierra Madre News.net.

Geography and climate

Sierra Madre is located at 34°9'53"N 118°3'3"W (34.165, -118.051).

According to the United States Census Bureau, the town has a total area of 3.0 square miles (7.7 km²). 3.0 square miles (7.7 km²) of it is land, and 0.15% is water.

Sierra Madre has warm, dry summers, and cool, wet winters (Mediterranean climate type). Annual precipitation is 23 inches, mostly falling between November and March. Snowfall in town is very rare, and it melts almost immediately. Winter frosts sometimes occur in December through March, but on most winter days the temperatures are fairly mild. Flooding from mountain storm runoff can impact foothill neighborhoods.

The 1991 Sierra Madre earthquake was a M 5.8 tremor that hit at 07:43:55 local time on June 28, 1991. It caused regional damage, such as knocking over chimneys and rearranging cinder block walls that run along major roads in the area.

Sierra Madre lies between Santa Anita Blvd. to the east and Michillinda Ave. to the west. To the south, it is bordered by Orange Grove Blvd.. Its principal road is Sierra Madre Blvd..

Transportation

City of Sierra Madre offers transportation on a Gateway bus. The City is served by Foothill Transit and Metro Local lines 268 and 487; Pasadena ARTS routes 60 with connection to the Metro Gold Line bus station on Sierra Madre Villa Avenue and Foothill Boulevard.

Demographics

2000 Census

As of the census of 2000, there were 10,578 people, 4,756 households, and 2,739 families residing in the town. The population density was 3,522.9 inhabitants per square mile (1,361.4/km²). There were 4,923 housing units at an average density of 1,639.5 per square mile (633.6/km²).

In the town, the population was spread out with 18.9% under the age of 18, 4.9% from 18 to 24, 30.8% from 25 to 44, 29.7% from 45 to 64, and 15.7% who were 65 years of age or older. The median age was 43 years.

The median income for a household in Sierra Madre was \$65,900, and the median income for a family was \$79,588. The per capita income for the town was \$41,104. About 1.9% of families and 3.7% of the population were below the poverty line, including 2.2% of those under age 18 and 1.7% of those age 65 or over.

2010 Census

The 2010 United States Census reported that Sierra Madre had a population of 10,917. The population density was 3,692.0 people per square mile (1,425.5/km²).

The Census reported that 10,916 people (100% of the population) lived in households, 1 (0%) lived in non-institutionalized group quarters, and 0 (0%) were institutionalized.

There were 5,113 housing units at an average density of 1,729.1 per square mile (667.6/km²), of which 2,988 (61.8%) were owner-occupied, and 1,849 (38.2%) were occupied by renters. The homeowner vacancy rate was 1.0%; the rental vacancy rate was 5.0%. 7,390 people (67.7% of the population) lived in owner-occupied housing units and 3,526 people (32.3%) lived in rental housing units.

During 2009–2013, Sierra Madre had a median household income of \$88,837, with 8.3% of the population living below the federal poverty line.

2025 Fires: The devastating fires which took place in late-January 2025 in Southern California significantly impacted the communities of Brentwood, Pacific Palisades and Malibu in the northwestern area of the Los Angeles City and County with thousands of structures that were damaged and or destroyed. It was no less tragic when, almost spontaneously, the Eaton Fire erupted which destroyed and left block after block of uninhabitable property well in excess 5,000 houses destroyed. The Eaton Fire was comprised of the upper (or “northern”) portions of the San Gabriel Valley communities of Pasadena, Altadena, Sierra Madre and Monrovia (although Monrovia and Sierra Madre did not suffer any significant fire damage).

Only a relatively few listings are evident on the MLS, illustrating the need for more U. S. EPA “certified” sites which have had all debris and hazardous materials removed. Residents of destroyed and/or damaged properties appear to be assessing whether they might rebuild or just to sell as a vacant site. It has not been enough time in order to see if any types of trends have appeared. It is very possible that it might take five (5) years for the market to normalize.

Subject Location Description: The subject is in the “Lower Canyon” area of Sierra Madre Canyon situated in the northernmost portions of the City of Sierra Madre. Paved access to the subject is available on Woodland Drive via Sturtevant Drive and Mountain Trail Avenue. Woodland Drive is a meandering generally north-south City maintained roadway which provides access to the subject, however there were no curbs or gutters and few streetlights observed in the general immediate subject area. The site is generally near the southern edge of the Angeles National Forest. The Subject’s location on Woodland Drive is approximately 2-3 miles (+/-) north/northeast of the intersection of the central business district.

The immediate subject area is an established neighborhood composed primarily of residential uses along Woodland Drive, with some nearby commercial activities (“Mary’s Market”). The immediate area is considered to consist of approximately 50% single-family residential uses, 20% multi-family residential uses, 5% commercial uses and 25% subject-similar vacant sites.

The site has typical access to area conveniences, public transportation and the surrounding areas. Traffic volume is low to moderate on Woodland Drive and does not negatively impact the subject’s locational appeal or ability to compete with other properties in this area.

The Hypothetical Circumstance that the subject parcel is “As If Available for Development to Its Highest and Best Use” has been employed in this analysis. Any subsequent revelation of any deviation from the hypothetical circumstances employed in this analysis could significantly impact or render void the opinions expressed herein.

Overall Subject Property Description: The subject of this assignment is the one (1) parcel (APN 5764-031-900) of vacant residential land commonly known as 487 Woodland Drive, Sierra Madre, CA. The subject site is generally rectangular and topographically is considered to be “steeply ascending slopes from a level area” in character containing approximately 15,540 (+/-) square feet or .36 (+/-) acres per the Assessor’s plat maps, with accessible frontage on Woodland Drive. Gross and usable (net buildable pad) areas could not be determined as part of this assignment. Soil conditions appear to be typical of the area. Per the City of Sierra Madre, the subject site is zoned C/CP (“Civic/City Park”) and is situated in the RC (“Residential Canyon”) area, which permits single family residential or fraternal uses with appurtenant structures with a maximum density as set forth by the City of Sierra Madre (one unit per lot). The subject site is located in a designated fire hazard area; additionally, there is a natural stream bisecting (+/) the lot. Several protected oak trees were observed.

The City of Sierra Madre also owns many parcels in the subject area which they plan to “hold” as conservation/open space land.

THE EXTRAORDINARY ASSUMPTIONS THAT THE PROPERTY IS AS REPORTED BY THE LOS ANGELES COUNTY ASSESSOR AND OTHER PUBLIC AND PRIVATE RECORDS SOURCES, THAT THERE ARE NO POTENTIALLY HAZARDOUS MATERIALS ON OR NEAR THE SUBJECT SITE(S), THAT THERE ARE NO ADVERSE EASEMENTS OR ENCROACHMENTS (TYPICAL UTILITY EASEMENTS PRESUMED/ EXCEPTED) AFFECTING THE SUBJECT SITE AND THAT THE PROPERTY HAS A FULLY MARKETABLE AND INSURABLE TITLE HAVE BEEN EMPLOYED IN THIS ANALYSIS – ALL REFERENCES TO THE SUBJECT ARE BASED UPON THIS EXTRAORDINARY ASSUMPTION.

Any subsequently revealed deviations from the Extraordinary Assumptions utilized could have an impact on the opinions expressed herein; the Appraiser reserves the right to revise this analysis (for an additional fee) should any such deviation be revealed. A preliminary title report was not obtained or reviewed by the Appraiser as part of this assignment.

EASEMENTS:

In this assignment the Client did not request that the Appraiser determine the existence and location(s) of any potentially adverse easements or encroachments. No such research or investigation regarding the presence or absence of any easements and/or encroachments was performed and none were noted as being "readily apparent" or "obvious" during my observation of the subject site (on May 1, 2025).

The Appraiser previously obtained and reviewed a Preliminary Title Report provided by First American Title Insurance relative to the subject property on March 6, 2020. Noted in the report are typical utility (sewer, gas, water, electric) easements.

Page 2 of the Report, under "exceptions" Item 4 states "An easement for PIPE LINE and incidental purposes in the document recorded in Book 989 of Deeds, Page 4. The location cannot be determined from record information." Therefore, the Appraiser, who is not an expert in land surveying, strongly recommends that a professional survey be performed in order to accurately locate this "exception."

Please review "Exhibit A" "Access Easement" Legal Description, "Exhibit B" "Access Easement Plat," "Exhibit A" "Drainage Easement Legal Description" as well as "Exhibit B" "Drainage Easement Plat" attached as addenda to this report.

PRIOR TRANSFERS WITHIN THE PAST THREE (3) YEARS:

The subject parcel HAS NOT transferred for consideration/on the open market within the past three (3) years. The parcel was transferred on March 22, 2002 for \$145,000.00 and recorded on June 10, 2002. The sale was from the Viola S. Mallory Trust to the City of Sierra Madre. P. R. Document #1314840. No other details regarding this transaction were readily available. Please review the sales history addenda attached to this report for further information available by individual parcel.

HIGHEST AND BEST USE:

Highest and Best Use as Though Vacant: Per the City of Sierra Madre, the subject is zoned C/CP ("Civic/City Park) located within the RC ("Residential Canyon") area and is designated as "Open Space" ("OS") in the City's General Plan. The legally permissible use of the subject site is for residential uses. The likelihood of a zoning change is possible (from C/CP to RC).

A residential development is physically possible.

A residential development is possible and is the only allowable use (and is the only economically feasible use). Thus, the maximally productive and highest and best use of the site, **though vacant and available for development to its Highest and Best Use**, would be for development of a residential building.

Highest and Best Use as Improved: Per Assessor's data, the City of Sierra Madre and my observation of May 1, 2025, the subject consists of vacant hillside land with no improvements on the site. Our research revealed that, due to extensive development restrictions, the presence of protected oak trees, a natural stream bisecting (+/-) the site and its location in a designated fire hazard area, the existing use would possibly return the highest economic yield to the land "As Improved" ("Vacant and Available for Development to its Highest and Best Use"). The potential use as "Open Space/Conservancy Land" was not considered in this analysis due to the specific assignment request for a valuation of the subject site hypothetically "As If Vacant and Available for Development to its Highest and Best Use as currently Improved."

Therefore, the Highest and Best Use as Improved would be for the present use as an ongoing use until such time as the site can be economically developed. Due to the limitations discussed previously, another potential buyer for a property such as the subject could be a municipality or other conservation entity attempting to maintain the existing use into perpetuity.

For this assignment, the Client has asked that the Appraiser employ the Hypothetical Circumstance that the subject is "Available for Development to Its Highest and Best Use." Any reader of this report is cautioned to be aware of the use of this Hypothetical Circumstance. Any subsequent revelations or changes in zoning could significantly impact the opinions expressed herein. The Appraiser reserves the right (for an additional fee) to modify this analysis based upon any such subsequent revelations.

SUMMARY OF ANALYSIS AND VALUATION

Valuation Methodology

Typically, real estate can be valued using three approaches: The Cost Approach, the Direct Sales Comparison (or Market) Approach, and the Income Approach:

- The **Cost Approach**, develops an indication of value by estimating the cost of reproducing or replacing the improvements, to which the loss in value from depreciation is deducted and the value of the land and site improvements is added; and,
- The **Sales Comparison Approach** or Market Approach provides an indication of value by comparing the property being appraised to similar properties that have been sold recently, and applying appropriate units of comparison to adjust (or attempt to equalize) the comparable sales to the subject property; and,
- The **Income Approach**, wherein the net income obtained by the property is calculated and then discounted and/or capitalized into value, using an overall capitalization rate or other capitalization/discounting method considered representative of the marketplace do develop an indication of value via this Approach.

The Cost Approach is generally a valid Approach to value when a property is unique, has been recently built or is fully depreciated. Due to the lack of contributory improvements on the subject site, the Cost Approach has not been employed in this analysis.

The Direct Sales Comparison (or Market) Approach is a good indicator of value and is the most straight-forward, market derived and the simplest way to support a value conclusion when there are a significant number of appropriate comparable properties that have recently sold and/or are currently listed for sale. This Approach generally provides the best 'market driven' indication of value for residential properties and is the primary consideration of potential Buyers when considering purchasing a single-family home and also for potential Buyers of subject-similar vacant residential land properties.

The Income Approach, alternatively, is typically a strong indicator of value for income-producing properties held as investments and is broadly used by investors in the marketplace for income producing properties. This Approach analyzes a subject's actual income and expenses to develop a Net Operating Income, which is capitalized to develop an indication of value.

Independent research of subject-similar properties which have been recently sold/rented as well as those available for sale/lease was performed to determine Market Rate rental income and expenses, which can be distilled into a Net Operating Income and capitalized to develop an indication of value (as in the "actual" income/expense analysis). These indications and conclusions are compared to each other - a significant deviation between the "Actual" information and the "Market Rate" information could reveal that the subject is receiving either above, at or below market rates, which can have an impact on the development of the Final opinion of value. In the case of the subject, the Income Approach was not felt applicable as the subject does not and is not intended to be used to generate income (as of the Effective Date of value, May 1, 2025). The omission of this Approach was discussed with the Client who agreed that the consideration of the Income Approach exceeded their needs and the Scope of Work of this assignment.

Sales Comparison Approach:

In the Sales Comparison Approach, an Appraiser develops an opinion of the fair market value of a property or site by comparing it with physically similar, similarly utilized, proximal, recently sold and/or listed properties in the immediate market area or located within competing areas. Inherent in this approach is the ***principle of substitution***, which holds that the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time. It is essential to the reliability of this Approach that substitute properties are available in the market. When there are a significant number of comparable properties which have sold recently and/or there are currently a number of properties listed for sale, the Sales Comparison Approach is an excellent indicator of 'market driven' values and the most straight-forward and simple way to support an opinion of value by establishing value patterns or pricing trends in the subject's immediate market for similar type properties. I have utilized this Approach to establish the fair market value of the subject site "As If Available for Development to Its Highest and Best Use."

SUMMARY OF ANALYSIS AND LAND VALUATION

Verifiable sales and listings of subject-similar vacant or minimally improved hillside residential properties in the subject market and region occurring within the past two (2) years prior to the effective date of value (5/1/2025) were researched and analyzed. Several sales of vacant land intended for single-family residential uses that were immediately and generally proximal were located and analyzed. The data utilized herein were the best and most recent available data that could be obtained in order to develop an opinion of the value of the subject site. The four (4) sales depicted below were selected as best representing the subject.

A summary of the data on the comparable land sales is illustrated below:

RESIDENTIAL LAND SALES COMPARABLES:

SALE NO.	LOCATION	SALE PRICE	SALE DATE	SIZE (LOT)	\$/Acre
1	428 N. Alta Vista Dr. Monrovia, CA. APN 8520-024-401	\$380,000	8/13/24	.44 (+/-) Ac/ 19,313 (+/-) sq. ft.	\$19.67/Sq. Ft.
2	Sutter Creek Monrovia, CA. APN 8501-001-030, 8501-001-021 & 8520-006-013	\$1,012,500	3/18/24	1.25 (+/-) Ac/ 54,659 (+/-) sq. ft.	\$18.52/Sq. Ft.
3	Woodcliffe Rd. Pasadena, CA. APN 5707-018-016	\$300,000	11/9/23	.449 (+/-) Ac/ 19,560 (+/-) sq. ft.	\$15.35/Sq. Ft.
4	314 El Nido Avenue Monrovia, CA APN 8503-012-039	\$170,000	8/23/23	.4237 (+/-) Ac/ 18,457 (+/-) sq. ft.	\$9.21/Sq. Ft.

The indicated sales ranged from a low of \$170,000 to a high of \$2,400,000.00. A per-square-foot range is from a low of \$6.05 to a high of \$19.67 (unadjusted) with an average of \$13.76 per-square-foot (unadjusted).

All of the comparables were considered good indicators of value for the subject and were the most recent data available relative to the Effective Date of May 1, 2025. All are located in the subject's general market area (within 5 +/- square miles) and are sited in hillside areas in both the subject and other adjacent foothill communities.

The comparable data presented were analyzed, compared, and adjusted for features deemed dissimilar to the subject property. The preferred method of adjustment is the quantitative technique, which utilizes paired sales to arrive at a specific market derived adjustment quantity. This technique requires adequate market data to support these quantitative adjustments. Although the market data may reveal an obvious premium or deficiency in the features of a comparable property, the amount may not be specifically quantifiable due to the imperfections of the marketplace.

Acceptable appraisal methodology requires that if quantifiable adjustments are not supportable by the market they not be employed, and a second preferred method should be employed which is the qualitative method. This method follows the same sequence as the quantitative method, however rather than specific quantities of adjustments, the relative quality or comparability is considered. In the discussion that follows the data has been compared on the basis of qualitative characteristics translated into a specific quantity as outlined in the table below:

QUALITATIVE COMPARISON	QUANTITATIVE ALLOCATION ¹
Inferior	(+2 to +3)
Slightly Inferior	(+1)
Similar	0
Slightly Superior	(-1)
Superior	(-2 to -3)

An inferior characteristic of the comparable results in a positive value (adjustment) being applied to it while a superior attribute requires a negative value (adjustment). Each unit of adjustment represents 5%.

¹Inferior features are a positive (+) quantity in comparison to the comparables while superior features are a negative (-) quantity. Adjustments are expressed in percentage differences.

No. 1 was the sale of 428 N. Alta Vista Drive, Monrovia, CA (APN 8520-024-011), which sold on August 13, 2024 for \$380,000.00 (P. R. Doc #40668). This site contains a total of a total of 19,313 (+/-) square feet of Gross Lot Area, slightly superior to the subject, adjusted (-1). This property is situated in a generally similar hillside environment in the northeasterly neighboring community, Monrovia, California, and features a more level pad area than the subject, adjusted (-1).

This sale also included approved building plans for a two (2) Bedroom, three (3) Bathroom residence with 1,593 (+/-) square foot GLA. All utilities are available to the site, and the Seller has paid several ("utility" and "school impact") fees needed to be paid to develop the site, also considered superior to the subject and adjusted (-1) in consideration.

This property is zoned R1 which allows for residential development similar to the subject.

The total of adjustments was (-3).

The adjusted sale price was \$323,000 and the adjusted price-per-square foot was \$16.72 per-square-foot.

No. 2 located on Sutter Creek in an area known as the "Gold Hills" area in northern Monrovia, CA (APN 8501-001-030) was also felt to have an overall very similar location type (in the north Monrovia foothills). This sale recorded on March 18, 2024 for \$1,012,500.00 or \$18.52 per-square-foot (unadjusted). This property is zoned RF (Residential Foothill) which allows for residential development generally similar to the subject. This property was superior in terms of Lot Area compared to the subject's (subject has 15,536 +/- square feet; Comp. 2 has 54,659 +/- square feet), adjusted (-2). This site appears to have more level pad area than the subject, adjusted (-1). The total of adjustments was (-3).

The adjusted sale price was \$860,625.00 and the adjusted price-per-square-foot was \$15.75.

No. 3 located on Woodcliff Road, in Pasadena, CA was also felt to have an overall similar location type (in the north Pasadena foothills). This sale consisted of three (3) individual adjacent vacant parcels (APNs 5707-019-014, 015) which sold on November 8, 2023 for \$900,000.00 or \$13.03 per-square-foot (unadjusted). The Buyer was Bernstein et al and the Seller was Catherine Ann Caton. This property is zoned R2 (Residential, generally individual detached residences) which allows for residential development under rigid standards This property was superior in terms of Lot Area compared to the subject's (subject has 15,536 +/- acres; Comp. 3 has 69,020 +/- square feet), has an existing tennis court and features superior view opportunities. This site appears to feature more level pad area than the subject.

Adjustments were applied for superior Lot Area at (-2), superior development potential/level pad area (-1) and View (-1). The total of adjustments was (-4).

The adjusted sale price was \$176,800.00 and the adjusted price-per-square-foot was \$8.34.

No. 4 is located at 314 El Nido Avenue in Monrovia, CA (APN 8509-012-030) and was also felt to have a location which is generally similar to the subject's in the north Monrovia foothills. This sale recorded on August 23, 2023 for \$170,000.00 or \$9.21 per-square-foot (unadjusted). This property is zoned RF (Residential Foothill) which allows for residential development generally similar to other area homes. This property was slightly superior in terms of Lot Area compared to the subject's (subject has 15,536 +/- square feet; Comp. 4 has 18,457 +/- square feet), adjusted (-1). This site appears to have more level pad area than the subject and was adjusted (-1) in consideration. The total of adjustments was (-2).

The adjusted sale price was \$153,000.00 and the adjusted price-per-square-foot was \$8.29.

After adjustments for salient differences, an adjusted sale price range of \$153,000.00 to \$860,625.00 was revealed with an adjusted price-per-square foot ranging from \$8.29 to \$17.62. The price-per-square-foot indicator is considered to be the most reliable as sales of subject similar properties are also commonly based on this indicator.

Most emphasis was placed on No. 1 and No. 2 due to their most recent sale dates coupled with their most similar Location types. Secondary emphasis was placed on No. 3 and No. 4 with consideration given to lot development potential and sale date factors, the price-per-square-foot indication is \$14.6489, or \$15.00 rounded; when applied to the subject's 15,536 (+/-) Lot Area yields \$233,040.00, or \$233,000.00 (rounded) "As If Available for Development to Its Highest and Best Use."

LAND VALUE INDICATED BY SALES COMPARISON APPROACH "AS IF AVAILABLE FOR DEVELOPMENT TO ITS HIGHEST AND BEST USE"

AS OF

MAY 1, 2025: \$233,040.00

\$233,000.00 rounded

Two Hundred Thirty-Three Thousand Dollars

As of May 1, 2025 ("As If Vacant and Available for Development to Its Highest and Best Use")

Marketing time for the subject "as Improved" and "as if Vacant and Available for Development to its Highest and Best Use" is estimated at 6-36 months based on the data considered and utilized in this analysis, coupled with current trends per the local MLS and reliable publications, for both the Effective Date of value (5/1/2025) and the date of the preparation of this report (5/5/2025).

RECONCILIATION:

Reconciliation is the analysis of alternative conclusions to arrive at a final value estimate. It is required because of the different value indications that are the result of the use of multiple approaches within this report. Considering the appropriateness, accuracy, and quantity of the evidence produces a meaningful and defensible value estimate. The relevance, strength, and weakness of each of the approaches are considered in the reconciliation.

This appraisal has been undertaken to estimate the fee simple market value of the subject property "As If Available for Development to Its Highest and Best Use" as of the specified date of value. A complete description of the region and neighborhood has been presented as well as that of the subject property itself.

The preceding analysis results in the following indications of market value by the Market (or Direct Sales Comparison) Approach to Value.

Sales Comparison Approach:

\$233,000.00

Cost Approach:

\$N/A

Income Capitalization Approach:

\$N/A

A discussion of each approach of the three approaches to value is found on the following pages.

Cost Approach

The Cost Approach was not utilized in this analysis as the subject site (“As If Available for Development to Its Highest and Best Use”) is not improved. This Approach is often considered the least relevant in valuing subject-similar properties, as buyers in the market do not typically utilize it coupled with the fact that Replacement Cost data is not “market-driven,” but is based upon national cost estimates “localized” to individual areas and can vary significantly based upon a wide variety of conditions, such as soil, construction type and materials used, the availability of public utilities or requirements for private services, etc.

Income Approach

The Income Approach considers the future expectations of income from a prospective investment and allowed us to gain insight on current market rates and investors overall return expectations. This Approach was not utilized in this analysis as the subject does not and is not intended for income production, typical of other area owner-occupied properties. The omission of this Approach does not affect the ability of the Appraiser to produce credible results in this analysis.

The consideration of the Income Approach can have an impact on the overall valuation process/results. As buyers of subject similar properties typically do not consider the Income Approach and potential income when purchasing a property overall similar to the subject, this Approach should be considered if it becomes subsequently relevant for the Client’s purposes and the Appraiser reserves the right to modify this opinion of value (for an additional fee) should the Client request an Income Approach analysis.

Sales Comparison Approach

The Sales Comparison Approach for the subject "As If Available for Development to Its Highest and Best Use" concluded a value for the subject site at \$233,000.00. This approach closely resembles actual market activity wherein buyers consider properties based on a price per-square-foot.

Emphasis was placed on the adjusted sales as discussed to reveal \$14.6489 per-square-foot, rounded to \$15.00 per-square-foot for the subject "As If Vacant and Available for Development to Its Highest and Best Use."

RECONCILIATION AND VALUE CONCLUSION:

Per prior agreement with the client, the Cost and Income Approaches to value were neither considered nor relevant in this analysis. The Sales Comparison Approach was considered to be a very good indicator of value for the subject with consideration given to the quality and type of available market comparables.

**Final reconciled value indication via the Direct Sales Comparison
("Market") Approach to Value: \$233,040.00**

Rounded to \$233,000.00

Two Hundred Thirty-Three Thousand Dollars

"AS IF AVAILABLE FOR DEVELOPMENT TO ITS HIGHEST AND BEST USE"

As a result of the studies and analysis performed in this assignment, the following is my opinion of the **Fee Simple Market Value** of the subject property **"As If Available for Development to Its Highest and Best Use."** This opinion is based upon my observation of and research into the subject property, public and private records data, client supplied data and utilizing the Extraordinary Assumptions previously described within this analysis. As prepared on May 5, 2025, with an Effective Date of May 1, 2025:

THE FINAL RECONCILED MARKET VALUE, AS OF MAY 1, 2025 IS:

\$233,000.00

Two Hundred Thirty-Three Thousand Dollars

"As If Available for Development to Its Highest and Best Use."

The Extraordinary Assumptions that the subject property was is/was as reported by the public and private records information, that there are no adverse easements or encroachments affecting the subject property (typical utility easements presumed/excepted), that there are no potentially hazardous materials on or near the subject site, and that the subject has a fully marketable and insurable title have been employed in this analysis. Any subsequently revealed deviation could have an impact on the opinions expressed herein.

Thank you for this opportunity to be of service to you and the citizens of Sierra Madre.

A handwritten signature in blue ink, appearing to read 'Gregg Freedman', with a long horizontal flourish extending to the right.

Gregg Freedman, ASA, IFA-S
California State Certified General Appraiser #AG002632 exp. 2/27

May 5, 2025

GF:dbm

RE: 487 Woodland Drive
Sierra Madre, CA. 91024

I certify that, to the best of my knowledge and belief:

- the statements of facts contained in this report are true and correct.
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal observation of the property that is the subject of this report.
- no one provided significant real property appraisal assistance to the person signing this certification.
- this assignment is subject to review by the appraiser's peer review organizations
- the appraiser is in compliance with the continuing education requirements of those professional appraisal associations (ASA, NAIFA) which have conferred designations.
- I have previously appraised the subject of this assignment (in 2020).
- I have provided no services relative to the subject property or its ownership in the three (3) years prior to my potential (and ultimate) engagement in this assignment.



Gregg Freedman, ASA, IFA-S
California State Certified General Appraiser #AG002632 exp. 2/27

Signed May 5, 2025

RE: 487 Woodland Drive
Sierra Madre, CA. 91024

ADDITIONAL LIMITING CONDITIONS

DISCLAIMER OF GUARANTEE. Nothing in this report and nothing in the Appraiser's statements to Client will be construed as a promise or guarantee that the subject property will sell for any amount specified. The Appraiser makes no such promises or guarantees. Client understands and agrees that in many instances the Appraiser is required to obtain information from a governmental agency or other public records source (including, but limited to, Core Logic, COMPS, INC., Parcel Quest, Multiple Listing Service, SiteXdata etc.) and will not be permitted, or would it be economically practical, to personally inspect or review the source's files. In such instances, the Appraiser is bound to presume that the search, inspection, verification or review of said file was accurately performed. However, Client understands and agrees that the Appraiser cannot warrant or guarantee the accuracy of any data provided by such source(s). The Client shall hold the Appraiser harmless for inaccurate information supplied to the Appraiser by any data source relied upon. No independent studies or review of any site survey and Title related issues were performed as part of this assignment. No liability will be incurred by the Appraiser for the results that a review of any Title Policy or site survey might reveal.

ENVIRONMENTAL ISSUES. The Appraiser has made NO attempt to observe the presence of any potentially hazardous substances or petroleum products on or near the subject site; however, THE APPRAISER IS NOT AN EXPERT IN SUCH MATTERS. THE APPRAISER RETAINS NO LIABILITY FOR THE PRESENCE OR SUBSEQUENT DISCOVERY OF ANY POTENTIALLY HAZARDOUS MATERIALS ON OR NEAR THE SUBJECT SITE. THE CLIENT SPECIFICALLY RELEASES THE APPRAISER FROM ANY CLAIMS RELATIVE TO THE PRESENCE OR SUBSEQUENT DISCOVERY OF ANY POTENTIALLY HAZARDOUS MATERIALS ON OR NEAR THE SUBJECT SITE. Information concerning flood zones, wetlands, regulatory compliance, ecological resources, endangered species, indoor air quality, cultural and historic resources, health and safety, if provided, is for informational purposes only. The Appraiser retains the right to modify any opinions, conclusions, or reports for an additional fee should any potentially hazardous materials be discovered on, near or in any way impacting the Subject Property. No testing or sampling of materials such as soil, water, air, building materials, asbestos containing materials, radon, lead in drinking water, or lead-based paint was performed as part of this assignment.

USE BY THIRD PARTIES. The Client hereby expressly agrees that any and all opinions and/or Reports generated by the Appraiser pursuant to this assignment are for the express use of the Client and that the Appraiser shall have no responsibility for any third party's reliance on the contents of any Report. The Intended User is the Client, as identified in the Report and appropriate oversight authorities ONLY. The Intended Use of the Report is for internal asset management uses ONLY. NO OTHER INTENDED USERS (other than appropriate taxation officials) OR USES ARE ACKNOWLEDGED OR PERMITTED.

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



VIEW OF FRONT OF SUBJECT FROM WOODLAND DRIVE

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



ADDITIONAL VIEW OF SUBJECT FROM MID-SITE

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



ADDITIONAL VIEW OF SUBJECT FROM MID-SITE

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



STREET/NEIGHBORHOOD VIEW – NORTH ON WOODLAND – SUBJECT ON LEFT

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



**STREET/NEIGHBORHOOD VIEW – SOUTH ON WOODLAND – SUBJECT ON
RIGHT**

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



OVERVIEW FROM WOODLAND DRIVE (NORTH WESTERLY)

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



ADDITIONAL OVERVIEW FROM MID-SITE (NORTHERLY)

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



ADDITIONAL OVERVIEW FROM MID-SITE (NORTH WESTERLY) – NOTE STAKES

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



VIEW FROM MID-SITE (NORTH WESTERLY) – NOTE TERRAIN AND OAK TREES

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



VIEW OF PORTION OF ACTIVE STREAM ON SUBJECT SITE (WESTERLY)

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



**ADDITIONAL VIEW OF PORTION OF ACTIVE STREAM ON SUBJECT SITE (SOUTH
EASTERLY)**

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



OPPOSING VIEW OF SUBJECT SITE (SOUTH EASTERLY)

RE: 487 Woodland Drive
Sierra Madre, CA. 91024



**VIEW OF TERRAIN AND TREES ON PORTION OF SUBJECT SITE (NORTH
WESTERLY)**



City of Sierra Madre **AGENDA REPORT**

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Arnulfo Yanez, Public Works Director
James Carlson, Senior Analyst
Eric Lozick, Management Analyst

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 9, 2025

SUBJECT: ORDINANCE No. 1485 AMENDING THE SIERRA MADRE MUNICIPAL CODE CHAPTER 15.60 "WATER EFFICIENT LANDSCAPE ORDINANCE" ADDING REGULATIONS FOR THE INSTALLATION OF ARTIFICIAL TURF

STAFF RECOMMENDATION

It is recommended that the City Council introduce Ordinance 1485 amending chapter 15.60 of the Sierra Madre Municipal Ordinance to add regulations regarding the installation of artificial turf on publically and privately owned parcels.

ALTERNATIVES

1. The City Council provide edits to Ordinance No. 1485 and adopt.
2. The City Council direct staff to provide additional information.

EXECUTIVE SUMMARY

The Sierra Madre Natural Resources Commission ("Commission") is recommending that the City Council amend Chapter 15.60 of the Municipal Code to add regulations regarding the installation of artificial turf in publically and privately owned parcels.

Ordinance No. 1485 (Attachment 1) prohibits the installation of artificial turf on private parcels that exceed 499 square feet or 10% of landscaped area, whichever is less. It would prohibit installation of artificial turf on all public right-of-ways and City-owned parcels. It would also allow for existing artificial turf to remain for a short time or until it would be replaced, whichever is sooner.

ANALYSIS

In 2023, the California Assembly passed SB 676 which allowed local agencies to adopt regulations regarding the installation of artificial turf. The Sierra Madre Natural Resources Commission requested that staff analyze potential regulations and applicability for Sierra Madre's landscapes.

On March 26, 2025 and May 21, 2025, the Natural Resources Commission reviewed the Public Works Department presented a report (Attachments 2 &3) outlining the advantages and disadvantages of artificial turf. After discussion, the Commission unanimously recommended that the City Council consider the new regulations that are contained in Ordinance No. 1485.

Of note, the Commission also determined that the installation of artificial turf was often an altruistic effort to contribute to water conservation efforts, and the existing artificial turf should be allowed to remain for a short period.

ENVIRONMENTAL(CEQA)

Minor landscaping regulations are generally exempt from CEQA under section 14 CCR 15061(b)(3).

STRATEGIC PLAN CORRELATION

This report and staff recommendation are consistent with the following Sierra Madre Strategic Plan efforts:

Objective 2.3: "Implementing Sierra Madre's Environmental Management Program"

Goal 5: "Be a Regional Leader in Sound Stewardship of Water, Power, and Natural Resources"

Initiative ER 5.1.1A "Update to the Water Efficient Landscape Ordinance"

Objective 5.2: "Promote Greenhouse Gas Emission Reduction Initiatives"

FISCAL IMPACT

There is no impact to the General Fund by introducing Ordinance No. 1485. The proposed regulations can be administered within existing staff capacity and through current planning and code enforcement processes without the need for additional funding or personnel. Because the Ordinance allows existing artificial turf installations to remain until they are replaced, the City will not incur removal or remediation costs.

Furthermore, prohibiting artificial turf on City-owned parcels and rights-of-way is not expected to increase long-term costs. In most cases, natural or drought-tolerant landscaping alternatives have comparable installation and maintenance expenses, and may help the City avoid future replacement costs associated with synthetic turf. Over time, the Ordinance may also reduce indirect costs by minimizing stormwater runoff, heat-related maintenance challenges, and solid waste disposal concerns linked to artificial turf.

PUBLIC NOTICE

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at sierramadreca.gov.

ATTACHMENTS:

1. Ordinance 1485
2. May 21, 2025 Natural Resources Commission Staff Report "Discussion on the Benefits and Detriments of Artificial Turf"
3. May 21, 2025 Public Comment on Discussion Item

ORDINANCE NO. 1485.

ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, ADDING SECTION 15.60.060 “ARTIFICIAL TURF” TO CHAPTER 15.60 “WATER EFFICIENT LANDSCAPE ORDINANCE” OF THE SIERRA MADRE MUNICIPAL CODE

WHEREAS, the City of Sierra Madre (“City”) recognizes that landscapes enhance the aesthetic appearance of developments and communities, and

WHEREAS, the City of Sierra Madre desires to assure beneficial, efficient, and responsible use of water resources within the City of Sierra Madre, and

WHEREAS, the City of Sierra Madre desires to encourage the appropriate design, installation, maintenance and management of landscapes so that water runoff can be retained, and flooding can be reduced without a decline in the quality of landscapes, and

WHEREAS, the City of Sierra Madre desires to assure the ongoing ability of soil to function as a vital, living ecosystem that sustains plants, animals and humans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE ADOPTS ORDINANCE NO. 1485, ADDING SECTION 15.60.060 “ARTIFICIAL TURF” TO CHAPTER 15.60 “WATER EFFICIENT LANDSCAPE ORDINANCE” OF THE SIERRA MADRE MUNICIPAL CODE

15.60.060 Artificial Turf

- A. Installation of artificial turf in the public parkway or right-of-way of all adjacent private properties is prohibited. Existing artificial turf in the public parkway or right-of-way may not be replaced and may remain for a maximum of two years after adoption of code amendment.
- B. Installation of artificial turf on private property is limited to a total of 499 square feet or 10% of total Landscaped Area, whichever is less. Existing artificial turf on private property in excess of 499 square feet or 10% of total Landscaped Area, whichever is less, may not be replaced and may remain for a maximum of five years after adoption of code amendment.
- C. Installation of artificial turf is prohibited on city-owned property.

PASSED, APPROVED, AND ADOPTED this 9th day of September 2025.

Robert Parkhurst, Mayor, City of Sierra Madre, Ca

ATTEST:

Laura Aguilar, City Clerk

I, Laura Aguilar, City Clerk of the City of Sierra Madre, do hereby certify that the foregoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 9th day of September 2025, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Laura Aguilar, City Clerk

NATURAL RESOURCES COMMISSION



Dr. Allison Evans – Chair
Kimberly Rodriguez – Vice Chair
Jane Nelson – Commissioner
Dr. William Patzert – Commissioner
Vicky Ryan – Commissioner

TO: Natural Resources Commission

FROM: Eric Lozick, Management Analyst

DATE: May 21, 2025

REVIEWED BY: James Carlson, Senior Analyst

SUBJECT: DISCUSSION ON THE BENEFITS AND DETRIMENTS OF ARTIFICIAL TURF

STAFF RECOMMENDATION

Staff recommends that the Natural Resources Commission discuss the benefits and detriments of artificial turf for both private and public property applications, and consider providing guidance or recommendations on a municipal code amendment.

ALTERNATIVES

Should the City decide to address artificial turf usage, several alternatives are available for consideration:

- **Maintain Current Practice (No Changes):** Continue to allow the installation of artificial turf with no restrictions. This option emphasizes water conservation benefits of synthetic turf but retains all existing environmental and health concerns associated with its use.
- **Enhance efforts to promote Natural & Drought-Tolerant Landscaping:** Encourage or require the use of natural grass or drought-tolerant native plants and groundcovers instead of artificial turf. Drought-tolerant landscaping (such as native plant gardens, xeriscaping, or efficient natural turf species) provides water savings comparable to artificial turf while supporting biodiversity and soil health. This alternative would reduce urban heat effects and runoff pollution, but may require residents to invest in plant selection and moderate irrigation.
- **Restrict or Regulate Artificial Turf Installation:** Develop new local regulations (enabled by recent state law) to limit where and how artificial turf can be used. For example, the City could prohibit artificial turf in front yards or parkways, limit the percentage of a property that can be covered by it, or set standards for turf materials (such as requiring permeable backing or toxin-free materials). These

restrictions would mitigate many of the environmental downsides of artificial turf, though they could reduce landscaping choices for property owners. Enforcement and public outreach would be needed to implement any new rules. Staff will work with the City Attorney to determine the most intuitive section(s) of the municipal code to update to achieve this option.

- **Ban New Artificial Turf Installations:** Consider an outright prohibition on installing synthetic turf within the city. This most stringent alternative would eliminate future artificial turf-related impacts on heat, runoff, and habitat. However, it would remove the option of turf for water-conscious residents and could have some opposition from those who favor low-maintenance synthetic lawns. Existing installations might need to be grandfathered or gradually phased out under this approach.

Each alternative carries its own implications for water use, environmental health, resident preferences, and enforcement. The Commission's discussion can help identify which approach best balances water conservation goals with environmental and community health.

ANALYSIS

The Natural Resources Commission has previously examined artificial turf in the context of the City's Water Efficient Landscape Ordinance, considering amendments to regulate or restrict its use. Historically, during periods of severe drought, artificial turf was promoted as a water-saving measure, and many homeowners installed it to reduce outdoor irrigation. Staff believes that these installations were motivated by legitimate water conservation benefits. However, a number of negative environmental and health effects of artificial turf have since become evident, prompting renewed scrutiny now that state law permits local regulation of synthetic turf.

Benefits of Artificial Turf:

Despite recent concerns, artificial turf does offer several notable benefits that have made it popular in arid regions:

- **Water Conservation:** Synthetic turf requires no irrigation, resulting in significant water savings compared to maintaining natural grass. This is especially beneficial in drought-prone areas like Sierra Madre, helping to conserve limited water resources.
- **Reduced Landscape Maintenance:** An artificial lawn does not need mowing, fertilizing, or pesticide application. This can lower maintenance costs and labor for property owners and eliminates the air pollution and noise from gas-powered lawn equipment. It also avoids chemical fertilizers and pesticides that natural lawns often require, which can themselves run off into waterways.

- **Year-Round Green Appearance:** Unlike natural grass that can go brown or patchy without sufficient water, artificial turf stays green and uniform throughout the year. It can improve the visual appearance of a lawn during dry summer months or watering restrictions.
- **Durability and Usability:** A well-installed artificial turf can withstand heavy foot traffic, pets, and active sports play without turning muddy or bare. This durability makes it attractive for play areas, sports fields, and high-use sections of parks or yards where maintaining real grass can be challenging.

Detriments of Artificial Turf:

Balanced against the above benefits are a range of significant detriments and environmental costs associated with artificial turf. The Commission is asked to especially consider the following concerns:

- **Manufacturing Impacts:** Artificial turf is primarily made from petroleum-based plastics, which means its production contributes to fossil fuel consumption and greenhouse gas emissions. Manufacturing and transporting these plastic products carry a substantial carbon footprint compared to growing natural grass or native plants.
- **Urban Heat Island Effect:** Synthetic turf surfaces absorb and retain heat much more than natural vegetation. On sunny days, an artificial lawn can become extremely hot to the touch—often significantly hotter than the ambient air or a natural grass surface. This not only raises local ambient temperatures (exacerbating the urban heat island effect) but can also pose heat-related health risks for people or pets in direct contact with the surface. Heat-related illnesses or discomfort are a particular concern for children playing on artificial turf on hot days.
- **Stormwater Runoff and Flooding:** Unlike natural soil and grass which absorb rainwater, artificial turf is essentially impermeable (especially as it ages). Rainwater tends to run off the surface rather than soak in. Increased runoff can contribute to pooling and even localized flooding during heavy rains. (While some high-end turf products initially allow a small amount of infiltration, their permeability typically declines over time as silt and debris clog the drainage holes.) This means more stormwater flows into streets and storm drains instead of percolating naturally into the ground.
- **Water Pollution:** The runoff from artificial turf can pick up and carry pollutants into the city's stormwater system and local waterways. Materials associated with turf (for example, bits of crumb rubber infill or broken synthetic fibers) and surface deposits (such as pet waste, spilled food, or automotive residue) can wash off. Studies and observations have found pollutants like bacteria, lead, copper, zinc, and other heavy metals in runoff from artificial turf installations. These pollutants

ultimately enter regional watersheds. Sierra Madre must already invest considerable time and money in water quality measures to maintain compliance with the Federal Clean Water Act; increasing pollutant loads from expanded use of artificial turf would add to this burden and counteract the City's stormwater pollution reduction efforts.

- **Loss of Habitat and Biodiversity:** Replacing living landscapes with plastic turf eliminates soil and plant life that would normally support insects, birds, and other local fauna. A natural lawn or garden, especially one planted with native species, provides habitat and food for pollinators, worms, and other organisms, contributing to local biodiversity. Artificial turf provides no habitat value – it is essentially a dead zone for flora and fauna. Widespread replacement of gardens and greenspaces with synthetic material can therefore lead to a decline in urban biodiversity and disrupt local ecosystems.
- **Chemical Exposure and Health Concerns:** Many artificial turf products contain potentially harmful chemicals, including volatile organic compounds (VOCs) and other additives. The turf blades and backing, as well as the infill (often made of crumb rubber from recycled tires), may leach or off-gas substances over time. For example, some turf has been found to contain heavy metals or per- and polyfluoroalkyl substances (PFAS), which are persistent “forever chemicals.” Prolonged or repeated exposure to these chemicals can pose health risks, especially for children and pets who play directly on these surfaces. There is particular concern about inhalation or ingestion of dust and particles from older, degrading turf and infill. While research is ongoing, the presence of these toxins is a driving factor behind new regulations in California.
- **Excessive Surface Heat:** (Related to the heat island effect) The surface temperature of artificial turf can become high enough to cause skin burns or heat stress. On hot summer days, surface readings on artificial turf have been recorded far above 120°F, whereas nearby natural grass might be much cooler. This creates an uncomfortable or even dangerous environment for anyone in direct contact. Athletes playing on artificial fields, for instance, have experienced heat-related illnesses that are less likely to occur on natural turf. In residential settings, this heat can make yards unusable during peak summer weather and can radiate heat to the surrounding area, reducing comfort even indoors or in shaded areas.
- **Long-Term Cost and Maintenance Issues:** Although installing artificial turf can yield savings on water bills and reduce weekly maintenance tasks, it is not maintenance-free. Owners must periodically clean the surface (to remove debris and prevent mold or odors), refill or redistribute infill material, and occasionally sanitize the area (especially if pets use it). These upkeep tasks carry ongoing costs. More significantly, artificial turf has a limited lifespan – typically 8 to 15 years – due to wear, flattening, and material degradation. Replacing a synthetic

lawn is a substantial expense that may equal or exceed the cost of maintaining natural grass over the same period. When considering the full life-cycle (installation, maintenance, and replacement), the long-term financial advantage of artificial turf is not as strong as often presumed. Natural landscapes, if well-maintained or designed for low water use, can be competitive in cost and have the added benefit of longevity (they can persist indefinitely with proper care, rather than requiring wholesale replacement).

- **Disposal and Environmental Waste:** Disposing of used artificial turf is an environmental issue. The worn-out turf material (which is bulky and made of mixed plastics) often ends up in landfills, as recycling options for synthetic turf are extremely limited. The product is not biodegradable, so old turf contributes to plastic waste lasting decades. As more turf gets installed, cities could face a growing solid waste challenge when these surfaces reach end-of-life. By contrast, organic landscaping waste (grass clippings, plant trimmings) is biodegradable or can be composted. The lack of recyclability of artificial turf means every installation will eventually generate hundreds of pounds of plastic waste that the environment must bear.
- **Aesthetic and Community Character Considerations:** The visual appeal of artificial turf is subjective. Some residents appreciate the perfectly manicured, evergreen look of synthetic lawns, while others feel that the plastic appearance is not in keeping with Sierra Madre's natural beauty and village character. There can also be glare from certain products. Over time, as turf ages, it can wear out or fade unevenly, potentially becoming an eyesore if not replaced on schedule. Community preferences should be taken into account when evaluating how widespread use of artificial turf might affect neighborhood aesthetics.

In summary, artificial turf presents a trade-off between water savings/low-maintenance on one hand and environmental/health impacts on the other. Many of the initially perceived benefits (water conservation and convenience) are now weighed against significant detriments such as heat retention, pollution, habitat loss, and long-term costs. It is also important to note that as of 2023, the regulatory landscape has shifted. The California Legislature passed a law (SB 676 in 2023) that empowers cities and counties to regulate or even prohibit artificial turf at the local level, overturning a prior state ban on such local restrictions. This change means Sierra Madre has the authority to implement new rules on synthetic turf if it chooses, in order to protect environmental quality and public health. The Commission's discussion will help determine if exercising this authority is in the city's best interest, and if so, how to balance drought resilience with the range of concerns outlined above.

ENVIRONMENTAL (CEQA)

Discussing or formulating policy on artificial turf does not constitute a project under the California Environmental Quality Act (CEQA) because it will not result in a direct physical change to the environment at this stage. Any eventual action by the City

Council to adopt an ordinance or amend the Municipal Code regarding artificial turf would undergo the appropriate CEQA review at that time. It is anticipated that such regulatory actions would be exempt from CEQA, likely falling under the “common-sense” exemption (CEQA Guidelines §15061(b)(3)) since it can be seen with certainty that establishing landscaping regulations would have no significant adverse environmental effect. In fact, the intent is to improve environmental outcomes. Additionally, a future ordinance could qualify for categorical exemptions – for example, Class 7 and Class 8 exemptions (CEQA Guidelines §§15307, 15308) for actions taken by regulatory agencies to protect natural resources and the environment. Staff will ensure that CEQA compliance is fully evaluated when the policy moves forward to adoption, but at the present discussion phase there are no CEQA impacts or requirements.

FISCAL IMPACT

There is no significant direct fiscal impact associated with the recommended policy changes on artificial turf. Discussing and developing the regulations will utilize staff time and City Attorney time for drafting any ordinance language, but this work falls within the normal scope of duties and can be accomplished with existing resources and budget. If the City Council ultimately adopts new rules, enforcement would likely be handled through the planning/building permit process (for new landscape projects) and code enforcement for any violations, which do not require new staffing but rather the application of existing personnel. The recommendation to grandfather existing artificial turf means the City will not incur costs to remove or alter any current installations on City property, nor impose removal costs on private owners. Likewise, prohibiting artificial turf on City properties moving forward is not expected to increase costs – in most cases, natural or drought-tolerant landscaping alternatives have comparable installation and maintenance costs. In some instances, avoiding artificial turf could even avert future expenses (such as the cost of replacing worn-out synthetic turf every decade). Overall, the proposed policy can be implemented with minimal fiscal impact, and it may yield long-term savings and environmental benefits that indirectly benefit the City’s finances (for example, by reducing stormwater management costs and aligning with sustainable maintenance practices).

Submitted by:

Eric Lozick
Management Analyst



March 26, 2025

City of Sierra Madre
Natural Resources Commission
232 W. Sierra Madre Blvd., Sierra Madre, CA 91024

RE: Public comment expressing concern over restrictions on synthetic turf in Sierra Madre.

Submitted by:
Melanie Taylor, CAE
President and CEO
Synthetic Turf Council (STC)
2331 Rock Spring Road, Forest Hill, MD 21050

Dear members of Sierra Madre's Natural Resources Commission:

My name is Melanie Taylor, CAE, President and CEO of the Synthetic Turf Council (STC). On behalf of STC, I am writing to express my concerns over the potential restrictions on synthetic turf in Sierra Madre, California and what it could mean for families and communities if implemented. In particular, the City should reconsider restrictions on the use of synthetic turf for reasons related to water conservation, as synthetic turf significantly saves water and contributes to conservation efforts.

As a 501(c)6 trade association, STC has represented the synthetic turf industry for more than 20 years. We represent over 190 members and promote industry excellence through voluntary guidelines, certifications, and other learning platforms. We serve as a resource for current, credible, and independent research on the safety and environmental impact of synthetic turf, as well as technical guidance on the selection, installation, maintenance, and environmentally responsible disposal of synthetic turf. Our membership includes representatives from every stage of synthetic turf production, installation and maintenance, including builders, design professionals, civil engineers, testing labs, maintenance providers, manufacturers, suppliers, installation contractors, infill and shock pad suppliers, and specialty service companies.

Communities, schools, businesses, and families across the country choose synthetic turf because of the significant benefits it offers, including being accessible year-round, being more affordable to maintain, and protecting the environment through reduced water and chemical use. The synthetic turf industry is proud to deliver quality products that make a positive difference and are used by thousands of communities nationwide.

Environmental benefits of synthetic turf

There are many significant environmental benefits to using synthetic turf. First, synthetic turf greatly reduces water use and water pollution compared to what's needed to support grass systems. In states where water conservation is vital, one full-size synthetic turf sports field can save millions of gallons of water each year, depending on local climate and usage. Based on a 2024 [report](#) by the Vancouver Board of Parks and Recreation, a multi-field synthetic turf sports field uses 0 gallons of water per year as compared to up to 2.7 million gallons of water used for a grass field. Additionally, valley high schools in Henderson, NV estimate about 2 million gallons of water saved for each grass field converted to synthetic turf and "that's just going to further contribute to the water efficiency that we have seen in our communities," stated Bronson Mack from the Southern Nevada Water Authority. At the same time, the EPA [states](#) that of "the estimated 29 billion gallons of water used daily by households in the U.S., nearly 9 billion gallons, or 30 percent, is devoted to outdoor water use. In the hot summer months, or in dry climates, a household's outdoor water use can be as high as 70 percent."

Secondly, the use of synthetic turf reduces the need for chemicals. Synthetic turf eliminates the need for significant amounts of pesticides, fertilizers, fungicides, and herbicides which are used to maintain grass.

Innovations in turf recycling and microplastics mitigation

When it comes to recycling, the synthetic turf industry is finding innovative solutions for fields at the end of their life. There are several examples of the work STC members are doing to reuse or recycle synthetic turf to avoid landfilling, including:

- [Shaw Sports Turf](#) recycles old synthetic turf into performance shock pads for new synthetic turf fields.
- [BestPLUS's GreenBoard](#), a plastic lumber product, is made with 98% recycled plastic, and at least 40% is from recycled synthetic turf.
- [TenCate](#) recently announced a program to efficiently convert used synthetic turf into a liquid feedstock, which can then be reused to create new synthetic turf and other valuable products.
- Finally, [AstroTurf](#) forged a strategic alliance with the Turf Recycling Plant (TRP) in Calhoun, Georgia, to pioneer a sustainable solution for the recycling of end-of-life synthetic turf systems.

More play for children and expanded access

In addition to its environmental benefits, synthetic turf provides play areas that ensure kids and families can safely stay active outdoors, rain or shine. Synthetic turf fields can be used consistently for various activities like sports, band practice, and community events, and can endure countless hours of play, reducing maintenance costs and providing a reliable surface for users of all abilities.

Synthetic turf allows families to enjoy its benefits and athletes to play year-round—in contrast, a grass field simply cannot remain usable at the same rate, in the rain, or during the months when

grass doesn't grow. Synthetic turf fields provide a space for multi-purpose competition, allowing multiple sports to be played on a single field, thus supporting local economies. Additionally, as a sports field, synthetic turf expands access for all communities, including underserved areas where resources for athletic and play fields are limited.

Long-term community benefits of turf in California

Synthetic turf is a lasting investment that enhances public spaces for years to come. Synthetic turf transforms neglected areas into clean, usable spaces with minimal upkeep, maintaining its vibrant green appearance year-round and providing an aesthetically pleasing landscape. The money saved from using turf can be redirected to support critical community initiatives, allowing communities to focus on economic growth, infrastructure improvements, and expanding educational opportunities.

In various communities across California, synthetic turf fields have proven to provide substantial benefits, particularly in terms of increased safety for young athletes, their extended longevity, and the sense of unity they bring to communities. These fields have not only enhanced recreational facilities but have also become central hubs for fostering community engagement and promoting healthy lifestyles.

In Moreno Valley, the installation of a new synthetic turf field at March Field Park has been a significant boon for the community. Mayor Ulises Cabrera remarked, "This beautiful soccer arena will continue to serve as a hub for our youth to learn important life skills such as teamwork, sportsmanship, and healthy competition." This sentiment underscores how synthetic turf can transform local recreational spaces into valuable assets for community development and youth engagement.

Similarly, in Visalia, the transition from a problematic grass field to a synthetic turf one has markedly improved player safety. The previous grass field was often muddy and difficult to play on, posing risks to young athletes. The new synthetic turf field, equipped with a cooling system, allows children to play safely in various weather conditions year-round. As Juan Castellanos, a parent in Visalia, pointed out, "This new field is actually a matter of student safety," highlighting the crucial role that synthetic turf plays in ensuring a safe playing environment.

Moreover, the durability and sustainability of synthetic turf fields make them ideal for long-lasting recreational spaces. Kirk Shrum, superintendent of schools in Visalia, emphasized the long-term benefits, stating, "This space is an incredible asset to our Highland community, and this field will be used for years to come." This durability not only supports ongoing community activities but also ensures that the investment in synthetic turf yields long-term returns for communities across the country.

Finally, take the City of Irvine, where their sports complex hosts over 5 million visitors annually. Last year, the city decided to expand the use of synthetic turf in the complex specifically because of the benefits it provides in increased access and more manageable maintenance. The city stated: "Synthetic turf is available for use all day, withstands diverse, heavy sports traffic, and can be used in the rain. These advantages mean a synthetic turf field will provide almost four times more use hours over its life cycle than a comparable, well-maintained, natural grass field."

The synthetic turf industry's approach on PFAS

STC members are committed to maintaining the highest quality standards for synthetic turf systems. Our member manufacturers proactively engage with their component and raw material suppliers to ensure that their products contain no PFAS-based ingredients, including polymeric PFAS processing aids. Additionally, our members self-audit through voluntary testing processes that rely on EPA-approved methods for individual PFAS analytes and/or a total organic fluorine test to verify the absence of intentionally-added PFAS. These tests are widely used and provide verifiable, consistent data across different projects and regions. While PFAS are unfortunately present in our environment, STC members are committed to do our part to ensure the absence of intentionally-added PFAS in our products.

STC welcomes the opportunity to work with policymakers and community members

Synthetic turf saves water, enables increased access, and provides cost savings to communities across the country. STC is committed to the safety of our product, good stewardship of the environment, and to the communities in Sierra Madre that use turf everyday. Restrictions on synthetic turf hinder communities' ability to access these benefits and should be reconsidered. STC looks forward to working with community leaders in Sierra Madre to ensure families, businesses, schools, and others are able to continue to use turf and enjoy its benefits.

Thank you for your time and consideration.

Melanie Taylor, CAE
President and CEO
Synthetic Turf Council (STC)
www.syntheticurfCouncil.org



City of Sierra Madre AGENDA REPORT

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Susan Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Gustavo Barrientos, Police Chief
Arnulfo Yanez, Public Works Director

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 9, 2025

SUBJECT: **REPORT, DISCUSSION, AND DIRECTION ON SCHOOL
PEDESTRIAN SAFETY ENHANCEMENTS**

STAFF RECOMMENDATION

It is recommended that the City Council receive this report and provide direction on next steps to improve traffic and pedestrian safety near Sierra Madre Elementary School, particularly at the intersection of Highland Avenue and Auburn Avenue.

ALTERNATIVES

The City Council may consider the following options:

1. **Continue Discussion:** Continue this discussion at a future meeting.
2. **Take Action on Recommendations:** Direct staff to proceed with the full or phased implementation of recommended safety measures, including the installation of additional signage, updated crosswalk striping (ladder or horizontal styles), light-emitting diode (LED) stop signs, and message boards for enhanced visibility and safety.
3. **Crossing Guard Agreement:** Direct staff to explore a formal agreement with Pasadena Unified School District (PUSD) for contractual crossing guard services at priority intersections near the school.
4. **Maintain Status Quo:** Direct staff to maintain the current level of enforcement and existing signage.
5. **Alternative Direction:** Provide alternate direction to staff regarding other traffic safety or traffic-calming interventions.

EXECUTIVE SUMMARY

The City has received numerous complaints from parents and community members regarding traffic congestion, speeding, and failure to yield during drop-off and pick-up times at Sierra Madre Elementary School. Concerns have centered specifically on pedestrian safety at the intersection of Highland Avenue and Auburn Avenue.

While the concerns of parents are justified, assessment by the Police Department and Public Works Department indicates much of the congestion results from parental driving behavior. Sierra Madre Elementary School is under the jurisdiction of Pasadena Unified School District (PUSD). Historically, PUSD provided crossing guards, but the program was eliminated due to budget cuts. The City does not have a crossing guard classification or a crossing guard program.

ANALYSIS

Community Concerns

Parents in the community have raised concerns about unsafe vehicle speeds, drivers failing to yield, and non-compliance with stop signs in the school area. The primary issue centers on pedestrian safety, particularly during the busy morning drop-off period between 7:25 and 7:50 a.m. and again in the afternoon during pick-up times. In response to these concerns, parents have requested measures such as the addition of crossing guards, increased traffic enforcement, and the implementation of traffic calming strategies to improve safety for students and families.

Current Efforts

Current efforts to address these concerns include the placement of a temporary traffic warning sign on Auburn Avenue and an increased Sierra Madre Police Department presence during peak school hours. In addition, the City has been in discussions with the Pasadena Unified School District regarding crossing guard responsibilities.

Assessment Findings

The assessment found that most of the vehicle congestion around the school is the result of parental driving patterns during drop-off and pick-up times. While increased police enforcement has proven effective, it is not a sustainable long-term solution given that only two officers are typically on shift at a time. Infrastructure improvements—such as additional signage, enhanced crosswalk markings, and the installation of light-emitting diode (LED) stop signs—could help raise driver awareness and improve pedestrian safety. However, the strongest and most consistent request from the community is for crossing guards, which would require coordination and partnership with the Pasadena Unified School District.

Policy Options

1. **Education:** Launch a parent and student communication campaign to promote safe drop-off and pick-up practices.
2. **Signage & Visibility:** Install light-emitting diode (LED) stop signs, refresh pavement striping for crosswalks (ladder or horizontal formats), and deploy informational message boards.
3. **Enforcement:** Continue targeted traffic enforcement during the highest-risk periods, as resources allow.
4. **Crossing Guards (PUSD Collaboration):** Pursue an agreement with Pasadena Unified School District (PUSD) to establish and manage contractual crossing guard services.

ENVIRONMENTAL (CEQA)

This action is not a project under the California Environmental Quality Act (CEQA) as defined in Section 15378(b)(5) of the CEQA Guidelines.

STRATEGIC PLAN CORRELATION

This item aligns with the City's Strategic Goal of Community Safety, ensuring safe pedestrian access to schools and reducing neighborhood traffic concerns.

FISCAL IMPACT

The Fiscal Year 2025/26 General Fund budget does not include funding for any of the policy options outlined. Any option selected by the City Council whether the addition of crossing guards, enhanced signage, updated crosswalk striping, or public education campaign would require additional resources from the General Fund, as no funding has been allocated in the current budget. Should the City Council wish to pursue one or more of these measures, staff will return at a later date with a detailed funding proposal and implementation plan.

PUBLIC NOTICE

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at sierramadreca.gov

ATTACHMENTS:

None



City of Sierra Madre Agenda Report

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks Giragosian, City Attorney

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 9, 2025

**SUBJECT: REPORT, DISCUSSION, AND DIRECTION REGARDING
AMENDMENTS TO SIERRA MADRE MUNICIPAL CODE
CHAPTER 17.72 (SIGNS)**

STAFF RECOMMENDATION

It is recommended that the City Council receive the report and provide direction to staff regarding the policy issues identified in this report.

ALTERNATIVES

1. Consider other issues related to the City's sign ordinance that are not expressly identified in the staff report.
2. Continue consideration of this item and/or provide staff will alternative direction.

EXECUTIVE SUMMARY

It is requested that the City Council revisit this item given the City's difficulty in enforcing Chapter 17.72 because a) its application to signs in the public right of way is not clear, b) it does not address murals, and c) some of the provisions may be unconstitutional. The analysis below highlights those difficulties and concludes by requesting direction from the City Council.

ANALYSIS

Sierra Madre Municipal Code ("SMMC") Chapter 17.72 regulates the placement and design of signs on public and private property within the City. The ordinance was adopted in 2003 via Ordinance No. 1205 and has never been amended.

On December 10, 2024, Mayor Pro Tem Lowe requested an item be placed on a future agenda for a discussion of political and election related signs in the public parkway. On February 11, 2025, the City Council considered the regulation of signs under Chapter 17.72. During the discussion, there was some uncertainty regarding what constitutes the “public parkway”, as that term is not defined under Chapter 17.72. Additionally, the City Attorney raised a concern regarding the potential unconstitutionality of specifically limiting the installation of political and election related signs. According to the February 11, 2025 meeting minutes, the City Council directed staff to clarify the following:

- “Who maintains the parkways and why?
- The homeowners right to use the parkway.
- Signs in general.
- Are there state and county restrictions that apply to the City?
- For election signs, are there time restrictions?”

Issue 1: Regulation of Signs in Right-of-Ways

There are a number of sections in Chapter 17.72 limiting the placement of signs in the right-of-way; however, it is not clear what constitutes a parkway and who may install or remove signs within the parkway.

SMMC 17.72.020 imposes a blanket prohibition on signs in the right-of-way, stating, “The following signs are inconsistent with the purposes and standards of this chapter and are therefore prohibited: ... Signs on public property or right-of-way unless otherwise authorized within this chapter, and as provided in Section 17.20.020(J)(6) [garage sale signs] ... All off-site signs” SMMC 17.72.030(K)(4) & (L)(3) state “Signs shall not be nailed to trees, fences, public utility poles and shall not be located in the public right-of-way.”

Neither “parkway” nor “right-of-way” are defined terms in Chapter 17.72. SMMC 10.04.130 (related to vehicles and traffic) defines “parkway” to mean “that portion of the street other than a traveled roadway.” SMMC 5.32.200 (related to cable television systems) defines “public right-of-ways” to mean “any of the following that are controlled, used or dedicated for use by the public and located within the City’s jurisdictional limits: streets, roadways, highways, avenues, lanes, alleys, sidewalks, rights-of-way and similar public property within which grantee may place its facilities for operating a cable system.” SMMC 12.16.010 defines “streets” to mean “public streets and public parkways, including the public sidewalks.” The definitions are scattered throughout different parts of the Code and inconsistent.

Property owners are generally responsible for maintaining the public parkway owned by the City. SMMC 10.08210 imposes an obligation on adjacent property owners to maintain their hedges, shrubbery, and trees in parkways. SMMC 16.32.150 mandates the subdivider of a parcel to plant trees in parkways. But it is not clear whether the maintenance obligations under the different code sections cited applies to signs not

installed by the property owner.

The only signs that may be placed in the public right-of-way or parkway are garage or yard sale signs. But the regulations applicable to garage or yard sale signs are under SMMC 17.20.020(J)(6) (the one-family residential zone regulations), not Chapter 17.72 (the sign ordinance). The regulations regarding garage or yard sale signs were added in 2013 or 2014, and it's not clear why they were not included in the sign ordinance.

Issue 2: Regulation of Murals

The City recently received inquiries regarding the regulatory framework for approving public-facing murals on private property. The sign ordinance does not expressly address murals. While SMMC 17.90 (Art in Public Places Program) contemplates murals, those regulations are limited to murals installed as part of a development (See SMMC 17.90.040 (Applicability)), not murals on existing structures. The City may be able to regulate murals through its administrative design review permitting process, but the findings for such a permit do not lend themselves to an evaluation of murals (See SMMC 17.36.030).

In reviewing the municipal codes of neighboring cities, staff discovered that smaller cities like La Canada Flintridge, Monrovia, San Marino, and South Pasadena also do not have ordinances regulating murals. Larger cities like Arcadia and Glendale regulate murals through their sign ordinance.

Issue 3: Regulation of Election and Political Signs

SMMC 17.72.030(K) regulates election signs and SMMC 17.72.030(L) regulates political signs. These regulations were adopted in 2003, but the case law has evolved, especially following the seminal U.S. Supreme Court case of *Reed v. Town of Gilbert* (2015) 576 U.S. 155.

Under the First Amendment, restrictions on speech that are content-based — meaning regulations of speech based on the subject matter or the message expressed — are presumptively unconstitutional and subject to strict scrutiny, justified only if they are narrowly tailored to serve a compelling state interest. (*R.A.V. v. St. Paul* (1992) 505 U.S. 377, 395; *Simon & Schuster, Inc. v. Members of N.Y. State Crime Victims Bd.* (1991) 502 U.S. 105, 115.)

A municipal code that singles out “political signs” or “election signs” for regulation are facially content-based because it imposes unique regulations based entirely on the communicative content of the sign. (*Reed v. Town of Gilbert* (2015) 576 U.S. 155.) Such laws must withstand strict scrutiny — a standard that is rarely satisfied. Municipalities may regulate signs based on content-neutral considerations, such as size, location, materials of signs or for safety, but carving out political or election signs for disparate treatment impermissibly privileges or disadvantages speech based on its communicative content.

Courts have routinely struck ordinances that single out election or political signs, finding

they cannot be justified as a mere exercise of aesthetics or traffic safety. (*Clark v. City of Williamsburg, Kansas* (2019) 388 F.Supp.3d 1346 [holding that city ordinance was not narrowly tailored to interests of aesthetics or traffic safety].) The court’s reasoning is not limited to election or political signs, and would appear to apply equally to garage or yard sale signs.

Requirements that signs be summarily removed 10 days after an election have survived challenges (*Baldwin v Redwood City* (9th Cir 1976) 540 F2d 1360). However, courts have struck down limits on how far in advance an election sign may be posted because such signage would be effectively banned other times of the year. (*City of Antioch v. Candidates' Outdoor Graphic serv.* (ND Cal 1982) 557 F. Supp 52, 60.) Further, removal deposits and permit systems have been deemed unnecessarily burdensome and arbitrary in light of the interests such regulations may properly serve. (*Baldwin v Redwood City* (9th Cir 1976) 540 F2d 1360, 1372.) Thus, the bond requirement imposed by SMMC 17.72.030 may also risk constitutional challenges.

Requested Direction:

1. Does the City Council want staff to consider amending SMMC Chapter 17.72 to address one or more of the issues identified in the above analysis?
2. Does the City Council have a preference on how any specific issue identified above should be addressed in an amendment to SMMC Chapter 17.72?
3. Should the Community Services Commission, Planning Commission, City Council, or some combination of entities be responsible for reviewing applications for murals?

ENVIRONMENTAL(CEQA)

This action is exempt from CEQA because under 14 CCR 15378 City Council’s direction to staff is not a “project” as it has no potential to result in direct or indirect physical change to the environment.

STRATEGIC PLAN CORRELATION

N/A

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City’s website at sierramadreca.gov.

FISCAL IMPACT

There is no impact to the General Fund for the City Council to receive this report.

ATTACHMENTS:

No attachments.