

**AGENDA
CITY COUNCIL MEETING**

Tuesday, December 10, 2019

6:30 PM

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

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

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



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

Mayor Harabedian, Mayor Pro Tem Capoccia, Council Member Arizmendi and Council Member Goss.

PLEDGE OF ALLEGIANCE AND INSPIRATION:

Mayor Pro Tem John Capoccia

APPROVAL OF MEETING AGENDA:

Vote of the Council to proceed with City business.

REPORT OUT FROM CLOSED SESSION:

City Attorney report from the closed sessions on December 10, 2019.

APPROVAL OF CITY COUNCIL MEETING MINUTES:

Approval of the City Council meeting minutes from November 12, 2019.

MAYOR AND CITY COUNCIL REPORTS:

Reporting of Council Member activities related to City business.

PUBLIC COMMENT:

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

PRESENTATIONS:

- Certificate of Recognition of the 25th anniversary of Sierra Fitness
- Presentation by the Sierra Madre Friends of the Library

ACTION ITEMS

1. CONSENT

1a) CONSIDERATION OF RESOLUTION 19-64 APPROVING CERTAIN DEMANDS

Recommendation that the City Council approve Resolution 19-64 for ratification of payment of City warrants in the aggregate amount of \$465,601.93; Sierra Madre Library warrants in the aggregate amount of \$2,483.05; and payroll transfer in the aggregate amount of \$334,843.75; for fiscal year ending June 30, 2020

1b) CONSIDERATION OF RESOLUTION 19-65 APPROVING CERTAIN DEMANDS

Recommendation that the City Council approve Resolution 19-65 for approval of payment of City warrants in the aggregate amount of \$113,483.81; Sierra Madre Library warrants in the aggregate amount of \$3,240.87; and payroll transfer in the aggregate amount of \$378,467.06; for fiscal year ending June 30, 2020

PUBLIC HEARINGS

2) CONSIDERATION OF URGENCY ORDINANCE 1418-U OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE AMENDING TITLE 17, CHAPTER 17.22 (SECOND UNITS) OF THE SIERRA MADRE MUNICIPAL CODE TO COMPLY WITH STATE REQUIREMENTS FOR ACCESSORY DWELLING UNITS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTION 36937

Recommendation that the City Council read by title only for first and final reading and adopt Urgency Ordinance 1418, an Urgency Ordinance amending Chapter 17.22 (Second Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code to comply with State requirements for accessory dwelling units and declaring the urgency thereof in accordance with Government Code Section 36937-U.

DISCUSSION

3) CONSIDERATION OF FIELD USE AGREEMENT

It is recommended that the City Council approve the first amendment to the current Field Use Agreement Memorandum of Understanding, for a consecutive term of three years effective January 1, 2020 through December 31, 2022 and authorize the City manager to execute the agreement.

4) ANIMAL CONTROL SERVICES

It is recommended that the City Council authorize the City Manager to terminate the current agreement with Pasadena Humane Society or allow the agreement to expire and authorize the City Manager to enter into an agreement with a new animal control service provider.

5) CONSIDERATION OF ORDINANCE 1421 AMENDING SIERRA MADRE MUNICIPAL CODE SECTIONS 6.04.010, 6.04.030, 6.04.050, AND 6.04.060 OF TITLE 6, CHAPTER 4 - ANIMAL CONTROL

It is recommended that the City Council approve Ordinance 1421 for first reading, by title only an ordinance amending sections 6.040.010 (Animal Code) 6.040.030 (Contract) 6.040.050 (Animals Running at Large) and 6.040.060 (Los Angeles County Control Ordinance – ARTICLE VI DELETED) OF Title 6 (Animals) of the Sierra Madre Municipal Code relating to animal control.

6) CONSIDERATION OF RESOLUTIONS

No. 19-66, A RESOLUTION OF THE CITY COUNCIL RECITING THE FACTS OF THE SPECIAL MUNICIPAL ELECTION HELD NOVEMBER 5, 2019, DECLARING THE RESULTS AND SUCH MATTERS AS PROVIDED BY LAW

No. 19-67, A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR THE IMPLEMENTATION OF A LOCAL TRANSACTIONS USE TAX

No. 19-68, A RESOLUTION AUTHORIZING THE EXAMINATION OF TRANSACTION (SALES) AND USE TAX RECORDS

Recommendation that the City Council adopt Resolution No. 19-66 reciting the facts of the special municipal election held on November 5, 2019, declaring the result and such matters as provided by law. It is also recommended that the City Council adopt Resolution No. 19-67 authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions use tax; and adopt Resolution 19-68 authorizing the examination of Transactions (Sales) and Use Tax Records.

7) OPTIONS FOR FILLING A CITY COUNCIL MEMBER VACANCY

Recommendation that the City Council provide direction.

8) CONSIDERATION OF EMPLOYMENT AGREEMENT AMENDMENT FOR CITY MANAGER GABRIEL ENGELAND ADJUSTING ANNUAL SALARY TO \$210,000

Recommendation that the City Council approve the Second Amendment to the Employment Agreement for Gabriel Engeland to increase his annual salary to \$210,000, permit the ability to cash out unused management leave on an annual basis, and change the term of the contract to non-expiring.

ACTION ITEMS

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

AVAILABILITY OF AGENDA MATERIALS

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

LIVE BROADCASTS

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

MEETING ASSISTANCE

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

ADJOURNMENT

The Regular Council meeting scheduled for December 24, 2019 is cancelled. The City Council will adjourn to a Regular meeting at this same place on January 14, 2020.



CITY OF SIERRA MADRE
CITY COUNCIL REGULAR MEETING MINUTES

SIERRA MADRE CITY COUNCIL
SUCCESSOR AGENCY AND
PUBLIC FINANCE AUTHORITY

Tuesday, November 12, 2019 - 6:30 pm

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

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

Mayor John Harabedian called the meeting to order at 6:34 p.m. City Clerk Sue Spears called the roll.

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

Absent: None

Also Present: Gabe Engeland, City Manager
Teresa Highsmith, City Attorney
Laura Aguilar, Assistant City Clerk, Administrative Services Manager
James Carlson, Management Analyst
Chris Cimino, Public Works Director
Vincent Gonzalez, Planning & Community Preservation Director
Hillary Guirola-Leon, Finance and Budget Manager
Miguel Hernandez, Human Resources Manager
Jim Hunt, Interim Police Chief
Colby Konisek, Finance Director
Rebecca Silva-Barrón, Community Services Manager
Sue Spears, City Clerk

PLEDGE OF ALLEGIANCE AND INSPIRATION:

Mayor Harabedian led the Pledge of Allegiance and expressed thanks to veterans and those who served. He asked for a moment of silence in memory of Barry Gold, Sierra Madre resident who passed away recently.

REPORT ON THE CLOSED SESSION – NOVEMBER 12, 2019:

City Attorney Highsmith reported that the City Council met with the City Attorney in closed session (1) to receive a briefing on a matter of existing litigation, CETT vs the City of Sierra Madre, no action was taken, and direction was provided to legal counsel and also met (2) for the annual performance evaluation of the City Manager and direction was provided to the City Attorney and City Manager Engeland.

APPROVAL OF MEETING AGENDA:

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

Mayor Pro Tem Capoccia moved to approve the agenda as presented.

Council Member Goss seconded the motion.

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

The motion to approve the agenda as presented was passed by a unanimous vote.

APPROVAL OF MINUTES:

Mayor Harabedian asked for the approval of the Minutes of the Regular Council Meeting of October 8, 2019, and the Minutes of the Regular Council Meeting of October 22, 2019.

Mayor Pro Tem Capoccia noted a change needed to the minutes of the Regular Council Meeting of October 22, 2019 regarding page 10 of 11 - Discussion Item #4 – Options for Filling City Council Vacancy - “Discussion occurred and there was consensus to ... and the need to “strike item (2) for the need to appoint a replacement”.

There were no other changes noted.

Mayor Pro Tem Capoccia moved to approve the Minutes of the Regular Council Meeting of October 8, 2019, as presented and the Minutes of the Regular Council Meeting of October 22, 2019 as amended.

Council Member Arizmendi seconded the motion.

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

The motion to approve the Minutes of the Regular Council Meeting of October 8, 2019, as presented and the Minutes of the Regular Council Meeting of October 22, 2019 as amended was passed by a unanimous vote.

MAYOR AND CITY COUNCIL REPORTS:

- A. Mayor John Harabedian (1) reported that the Sierra Madre VFW Post held an event on Sunday for Veteran’s Day and (2) recognized the legacy of Barry Gold, who ran for City Council in 2016, as someone who the City Council will miss for his wit and intellect.
- B. Mayor Pro Tem John Capoccia (1) reported that he attended the second day of a Conference for the Clean Power Alliance, the power provider that Sierra Madre opted into and (2) thanked De &

Pat Alcorn and Gary Hood for their and the Citizens Initiative Committee's efforts in the passing of Measure S by a vote of 81% yes, which is a good thing for Sierra Madre.

- C. Council Member Rachele Arizmendi did not make a report.
- D. Council Member Gene Goss reported that (1) the entire City Council attended last Saturday's "Night Under the Stars" celebration honoring our Police and Fire Departments, which was put on by Vic @ Corfu Restaurant, (2) it was a marvelous evening for a great cause, and (3) Vic and Laura Aguilar, Asst. City Clerk, are to be complemented for all of their work and efforts towards this fun event.

PUBLIC COMMENT ON NON-AGENDA ITEMS:

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

- Leslee Hinton, Sierra Madre, spoke against e-cigarettes and urged the City Council to review the City's current ordinance regarding smoke free environments and consider including e-cigarettes and vaping as part of the banned substances in the ordinance.
- John Hiller, Sierra Madre, spoke about the Bahai Faith member's availability for service projects in Sierra Madre.
- Adrian & Maria Hojda, Sierra Madre, spoke about a 911 medical emergency involving their daughter, Alicia, on October 24, 2019, at 5:00 a.m. at which Sierra Madre Paramedics and Police Department personnel responded. They described the incident as harrowing and extended their gratitude to all those who assisted their daughter, who has made a full recovery.

Lou Oronoz, Community Service Officer, introduced those who responded that morning as follows: Police Dispatcher Michelle Huaynate, Firefighters/Paramedics Esteban Estrada and Ryan Torncello, Police Corporal Luis Castillo, and Police Field Training Officer Joe Lazcano.

Mayor Harabedian thanked the entire team for their quick response and service to the community.

- SMPD Sergeant Kyle Bailey & SMFD Captain Brent Bartlett, spoke about (1) the partnership between the SMFD, SMPD, and the City of Hope regarding this November's Prostrate Cancer Awareness Month, (2) the "No Shaver Campaign", designed to stimulate conversation/awareness about/of prostate cancer (affecting 1 out of 7 men ages 50+ nationwide), (3) the SMFD and SMPD campaign pages with the goal of raising \$5,000 for the City of Hope (100% of proceeds go to the City of Hope), (4) a Doctor of Urology from the City of Hope will be presenting at an open forum on prostate cancer on November 19, 2019 @ 6:30 p.m. and the public is invited to attend, and (5) the community will be invited to vote at the end of the campaign on "Who Wore the Best Beard/Mustache, etc."

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

AGENDA ACTION ITEMS:

CONSENT CALENDAR

City Clerk Spears gave the following reports under the Consent Calendar:

- a) PROFESSIONAL SERVICES AGREEMENT FOR HOUSING ELEMENT UPDATE 2021-2029 - Recommendation that the City Council approve a professional services agreement with Karen Warner Associates to prepare the City's 2021-2029 Housing Element Update and authorize the City Manager to execute the contract.
- b) CONSIDERATION OF URGENCY ORDINANCE 1420-U REPEALING CHAPTER 9.48 OF THE SIERRA MADRE MUNICIPAL CODE - Recommendation that the City Council repeal chapter 9.48 of the Sierra Madre Municipal Code to conform to current California State Law as directed by the California Supreme Court.
- c) CONSIDERATION OF RESOLUTION 19-58 AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS - Recommendation that the City Council approve Resolution 19-58 for authorization to submit a 2019 California Senate Bill 2 Planning Grants Program application and to authorize the receipt of program funds once the City's application is approved.
- d) CONSIDERATION OF RESOLUTION 19-61 APPROVING CERTAIN DEMANDS - Recommendation that the City Council approve Resolution 19-61 for approval of payment of City warrants in the aggregate amount of \$635,451.90; Sierra Madre Library warrants in the aggregate amount of \$1,738.60; and payroll transfer in the aggregate amount of \$343,471.19; for fiscal year ending June 30, 2019

Mayor Harabedian asked if any Member of the Council had questions on Consent Items 1a – 1d.

Regarding Consent Item 1a

- In response to a question regarding the cost of the contract during the last cycle compared to the current estimated cost of \$83,980 and why the large difference, Planning & Community Preservation Director Gonzalez said that (1) the 2014 cycle contract was approximately \$25,000, (2) the City sent out 5 RFPs and 3 recipients declined to respond, (3) the two bids received were similarly priced, and (4) costs have gone up considerably.
- City Attorney Highsmith added that (1) the process is now much more complicated, as the law has changed a lot since the last update of the housing element, (2) there have been a rash of new housing laws since 2017 and they keep coming, (3) this consultant will be required, as part of the analysis, to look over the City's existing housing element and existing ordinances to inform the City what needs to be updated to be compliant, etc., all of which will take more time, as compared to before, and (4) this process is required every eight years.
- Mayor Harabedian noted that the number of estimated hours in the contract is extremely high, as is the number of units the City is required to zone for, which is 10 times last cycle.
- Planning & Community Preservation Director Gonzalez referenced the contract Scope of Work stating that "preliminary numbers released by SCAG show a projected need ranging from 130 (Option 3), to 535 (Option 1), to 625 (Option 2) new units for Sierra Madre, compared to 55 units in the prior housing element cycle in 2014".

There were no other questions asked.

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

Council Member Goss made a motion to approve Consent Items 1a – 1d as presented.

Council Member Arizmendi seconded the motion.

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

Noes: None

Absent: None

Abstain: None

The motion to approve Consent Items 1a – 1d as presented was passed by a unanimous vote.

PUBLIC HEARING

AB 1600 ANNUAL COMPLIANCE REPORT FOR DEVELOPMENT IMPACT FEE ACTIVITY

Mayor Harabedian opened this item for Public Hearing.

Finance Director Konisek reported on this item with the recommendation that the City Council that the City Council receive and file the annual AB1600 Compliance Report for Development Impact Fee Activity for Fiscal Year 2018-2019 in accordance with California Government Code Section 66006.

Per the Staff Report dated 11-12-2019, the following outlines the proposed projects that initiated in FY 2018-19. Some of the projects extended into or did not start until FY 2019-20.

General Government

Description	Cost
City Hall ADA compliant restrooms.	\$ 28,000
Upgrade Council Chambers, general seating, ADA compliant seating accommodation areas, carpeting, and AV Equipment.	21,390
Total	\$ 49,390

Sewer

Description	Cost
Maintenance Yard Office expansion @ 50%.	\$ 56,959
Total	\$ 56,959

Transportation

Description	Cost
State mandated Traffic Study.	\$ 10,453
Total	\$ 10,453

Water

Description	Cost
Maintenance Yard Office expansion @ 50%.	\$ 56,959
AMI Project (Funds charged).	213,000
Total	\$ 269,959
Grant Total, All Projects	\$ 386,761

Per the Staff Report dated 11-12-2019, the following list is of projects that were continued or initiated in FY 2019-20.

General Government

Description	Cost
Upgrade Council Chambers, general seating, ADA compliant seating accommodation areas, carpeting, and AV Equipment (remaining amount).	\$ 8,610
Emergency Operations Room carpet.	9,000
Total	\$ 17,610

Parks and Parkland (Quimby)

Description	Cost
Pool improvements.	\$ 40,000
Total	\$ 40,000

Public Safety

Description	Cost
Debt Service Funds for fire engine.	\$ 50,000
Total	\$ 50,000

Sewer

Description	Cost
Construct new fencing and gate at City Yard Spreading Grounds (sewer share).	\$ 50,000
Total	\$ 50,000

Transportation

Description	Cost
State mandated Traffic Study (remaining amount).	\$ 3,547
Road resurfacing.	20,000
Total	\$ 23,547

Water

Description	Cost
Construct new fencing and gate at City Yard Spreading Grounds (water share).	\$ 50,000
Total	\$ 50,000
Grant Total, All Projects, FY2019-20 (to date)	\$ 206,157

Mayor Harabedian asked if any Member of the Council had questions on this item.

In response to a question regarding future planning, Budget Director Konisek responded that projects are constantly being developed and that, in 2020-21, AB1600 will required that the City complete a 5-year plan.

Mayor Harabedian opened this item Public Comment. Seeing no one, Mayor Harabedian closed Public Comment and brought the matter back to the Council for discussion. No discussion occurred.

Council Member Arizmendi made a motion to receive and file the annual AB1600 Compliance Report for Development Impact Fee Activity for Fiscal Year 2018-2019.

Mayor Pro Tem Capoccia seconded the motion.

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

Noes: None

Absent: None

Abstain: None

The motion receive and file the annual AB1600 Compliance Report for Development Impact Fee Activity for Fiscal Year 2018-2019 was passed by a unanimous vote.

DISCUSSION ITEMS:

1. KERSTING COURT GENERAL IMPROVEMENTS PROJECT DESIGN, ADDITIONAL SERVICES AGREEMENT, AND ARTS IN PUBLIC PLACES RECOMMENDATION

Community Services Manager Silva-Barrón reported on this item with the recommendation that the City Council (1) approve the Additional Services Agreement from LRM Associates totaling \$32,100 for the additional trades and services necessary to fully complete the design of the project; (2) approve conceptual design for the Kersting Court General Improvements Project; and (3) approve the Community Services Commission recommendation for the Arts in Public Places to fund an environmental art piece.

Bron Ruf, Kersting Court landscape architect and President of LRM Associates Inc., provided the City Council with an animation overview of the Kersting Court Remodel Project.

Mayor Harabedian asked if any Member of the Council had questions on this item.

City Manager Engeland and Public Works Director Cimino responded to the following Council Member questions:

- Why was there a need for change orders? – The City had the consultant do a lot more work than was requested in the original RFP, including additional items, like construction drawings and the 3D design. The whole of Kersting Court was not included in the original RFP and the project grew to include (1) the pavement areas, requiring more construction drawings, (2) replacing the banner poles, requiring engineering, (3) moving the electrical box, requiring an electrical engineer to move the electrical box and add the electrical to the Kersting Court area, and (4) additional grading.
- Why were construction drawing not included in the original RFP? – Construction drawings were included in the original RFP, but now the project has expanded to now include the parking lot area of Kersting Court.
- Are there any concerns regarding the timeline and expending the \$360,000? – Staff will work with LA County to extend the timelines on the \$300,000 and the \$60,000 is already in Arts in Public Places the City controls. The construction timeline is estimated to be 6-8 weeks. The timeline for the actual work on Kersting Court will be determined following meetings with the Kersting Court businesses regarding the least impactful time and to not displace some of the City's marquee events downtown. In addition, the Art in Public Places must be layered on top of that, which may or may not move forward at the same time as the construction. There will be multiple timelines as the project moves forward, but there is no reason to believe that the funding will be at issue based on the timeline adopted.
- Was there a financial impact because of the delay in the Community Services Commission decision making? – Staff did have to ask LA County for an extension of the \$300,000 grant award, which was called shovel ready, meaning construction within that fiscal year. Given that the original timeframe has been exceeded, Staff does not believe that a second extension request will be necessary, based on the current design.

- What are the paving stones in the parking area? - The mosaic design of the parking area is actually be a stamped asphalt, not actual paving stones.
- How is a decision going to be made regarding the Art in Public Places? - Staff will work with the consultant to determine exactly what types of materials will be used and then work with the concept or multiple concepts put forward by the CSC that work with that type of construction material. Because the recommendation is a concept, there is a little bit more freedom, but it is also going to be harder to define at this stage exactly how we are moving forward. It is pretty clear what we want to do with the kiosk area. However, some of the other ideas, such as artistic lighting or a different design on the seating is going to come back to what works with the actual construction elements that the consultant is recommending. The likely outcome of this is a little more work as we move forward on the actual construction and a little more work on the Art in Public Places and then come back to the City Council with final recommendations for City Council approval.
- Can the City Council set a deadline for the decision regarding the Art in Public Places? – The decision rests with the City Council and recommendations will come to the City Council for final approval.
- How much of the \$300,000 is remaining and what is the total budget through construction? - There is approximately \$270,000 remaining in the grant plus all of the Art in Public Spaces funds. Final construction costs are to be determined, but if it exceeds the grant amount, monies are available from Quimby or Parks Impact Fees or, potentially, a General Fund Surplus, which is a less likely scenario.

Tom Sullivan, Community Services Commission Chairperson responded to the following Council Member question:

- Why has this process taken so long? - There were differing views among the Community Services Commission members regarding the scope and scale of the Kersting Court remodel, which impacted the timeliness of the deliberations and delayed it coming before the City Council.

Bron Ruf, Kersting Court landscape architect, responded to the following Council Member questions:

- What are raised crosswalks? – Cross walks that are raised just enough so that there is a bump to slow down traffic, except it is flat for a longer time, and it is marked.
- Are the plants depicted in the animation actual? – The plants in the drawings are markers for now, with the plant selection determination to be made during the construction document phase.

Mayor Harabedian opened this item for Public Comment.

- Pat Alcorn, Sierra Madre, spoke about this project taking over seven years and her suggestions for determining the Art in Public Places design.

Mayor Harabedian asked if anyone else would like to come forward to speak Seeing no one, Mayor Harabedian closed Public Comment and brought the matter back to the Council for discussion.

Discussion occurred and Council Members expressed their opinions, which included the following (1) support for the design, with Kersting Court as an epicenter for community events/gatherings, (2)

the design provides ADA accessibility and is pedestrian friendly, (3) the walls provide a lot more seating capacity, (4) the outcome is going to be good, (5) timing is critical when looking at the overall project, (6) disappointment that the Arts in Public Places decision is not farther along, as this project started with direction years ago, (7) there is a need to expedite the Arts in Public Places decision, with Staff taking the lead and bringing a recommendation to the City Council for approval, (8) need for plenty of electrical outlets, (9) need for a second water fountain, and (10) appreciation to the Community Services Commission for its hard work on this project.

Council Member Arizmendi made a motion to (1) approve the Additional Services Agreement from LRM Associates totaling \$32,100 for the additional trades and services necessary to fully complete the design of the project; (2) approve conceptual design for the Kersting Court General Improvements Project; and (3) approve the Community Services Commission recommendation for the Arts in Public Places to fund an environmental art piece.

Council Member Goss seconded the motion.

Ayes: Mayor John Harabedian, Mayor Pro Tem Capoccia, and Council Members Rachel Arizmendi and Gene Goss

Noes: None

Absent: None

Abstain: None

The motion to (1) approve the Additional Services Agreement from LRM Associates totaling \$32,100 for the additional trades and services necessary to fully complete the design of the project, (2) approve conceptual design for the Kersting Court General Improvements Project, and (3) approve the Community Services Commission recommendation for the Arts in Public Places to fund an environmental art piece was passed by a unanimous vote.

Mayor Harabedian thanked the CSC Commissioners for a job well done.

2. CONSIDERATION OF RESOLUTION 19-60 AMENDING THE GENERAL FUND BALANCE POLICY AND AUTHORIZATION FOR A PRE-PAYMENT OF \$3,000,000 TO CalPERS FOR UNFUNDED ACCRUED LIABILITY (UAL)

Finance & Budget Manager Guirola-Leon reported on this item with the recommendation that the City Council (1) approve Resolution No. 19-60 amending the General Fund Balance Policy, (2) authorize a lump sum pre-payment of \$3,000,000 (\$3M) to CalPERS for PERS UAL, and (3) the budget amendments necessary to fund the prepayment.

Mayor Harabedian asked if any Member of the Council had questions on this item.

City Manager Engeland responded to the following Council Member questions:

- If the City makes a \$3M payment, what is the rate of return? – (1) Cal PERS provides a tools spreadsheet, which the City uses to determine how the \$3M is allocated, as well as use the spreadsheet to determine the savings. (2) As a recent example, before the \$5M additional discretionary payment that the City Council authorized last year, the City's total unfunded accrued liability over the course of the repayments was \$26M. The principal, if you think of it in loan terms was \$14M. After the City made the prepayment, the principal went down \$5M to \$9M, but the total unfunded accrued liability went down \$12M to \$14M. (3) This is not the same as thinking of annual payments as principal plus interest. (4) If the principal is reduced by, in this case, one-third of the \$9M the City owes, Staff expects a further decline in the City's overall liability, which is amortized over 20 years. (5) The other reason there is

a big jump in the payments is when the unfunded accrued liability was first rolled out by CalPERS, payments were calculated over a 30-year window, with negative amortization, where even though the City is paying the principal, it was not enough to cover the liability so costs were expanding every year. (6) The reason for the fluctuating payments is the multiple bases, as well as looking at both principal and liability at the same time. (7) Shortening the window to a 20-year and reverse negative amortization that made the \$5M prepayment with the largest impact in overall liability. (8) At this time, Staff is recommending that the \$3M not be put straight towards the greatest savings, but to put it towards the greater liability, all of which is complex. (9) At the end, the actuary report shows what is expected at a rate of return on a 60-year time horizon. (10) CalPERS has a total 60-year investment time horizon, even though it amortizes the UAL over 20 years now.

- Has the yearly savings been calculated? – The final number will be calculated by CalPERS retroactively, with its report completed one year after the prepayment.
- How is the OPEB viewed, as it is carried on the City's books? – OPEB is different because (1) the service provider may be different than CalPERS and cities can set and change their own benefit levels, (2) with CalPERS, a city is either Classic or PEPRA and either Miscellaneous or Public Safety, (3) with OPEB, there is a variety of benefits that change from employer to employer, (4) last year Sierra Madre made an additional payment to keep it at 85% funded, as it had dropped below that, and (5) the total value of the plan is much less, but we plan to treat it similarly to other obligations at 85% or higher, i.e. pension liabilities & healthcare benefit liabilities.
- Is the rate of return similar to a fixed income rate of return? – The actuary calculation, though CalPERS calculates it at the discount rate, is actual experience. So when CalPERS has a good year (they beat projections recently, even though they fell short), cities get the actual experience realized, which is why CalPERS waits one year to apply the actuary. Overall, CalPERS is confident that its expanded horizon will earn CalPERS X amount of return every year.
- Is it correct to say that Sierra Madre is taking \$3M that would be sitting in reserves (earning less than 2%) and, by paying it to CalPERS, the \$3M will have a return of at least 6% - 7.75% immediately? – That is correct, that is the easiest way to say it. Most cities that have the ability to pre-fund have determined that it is the single best thing to do for sustainability.

Mayor Harabedian moved the agenda to the report on Discussion Item #3.

3. CONSIDERATION OF RESOLUTION 19-59 APPROVING A PENSION AND OPEB FUNDING POLICY

Finance & Budget Manager Guirola-Leon reported on this item with the recommendation that the City Council approve Resolution No.19-59 approving a Pension and Other Post-Employment Benefits (OPEB) Funding Policy.

Mayor Harabedian asked if any Member of the Council had questions on this item. Council Members did not ask any questions.

Mayor Harabedian opened Discussion Item #2 and Discussion Item #3 for Public Comment. Seeing no one, Mayor Harabedian closed Public Comment and brought the matter back to the Council for discussion.

Discussion occurred and City Council Members expressed their opinions, which included the following: (1) the Pension and OPEB Funding Policy is a really great policy, (2) City Council

Members are proud to be able to implement this policy, (2) it makes the City Council more accountable to address this issue now and not let it get out of control and leave it for future generations to figure out, (3) Sierra Madre is in the top tier of fiscal management and this is one of the reasons why, (4) 100% funding as a target is the goal and now there is progress towards doing just that, (5) it is important to get on top of the finances of this because it will be devastating if not addressed now, (6) Sierra Madre is taking money from its own General Fund and Reserves to do this, as there are no property tax or other assessments being levied on taxpayers for this, (7) credit and congratulations to City Manager Engeland and the entire Financial Team for being bold and creative in developing these policies and doing the right thing on behalf of Sierra Madre residents and taxpayers, and (8) Sierra Madre taxpayers will not be on the hook 10-15 years from now regarding pension funds.

Council Member Goss made a motion to (1) approve Resolution No. 19-59 Approving a Pension and OPEB Funding Policy, (2) approve Resolution No. 19-60 amending the General Fund Balance Policy, and (3) authorize a lump sum pre-payment of \$3,000,000 to CalPERS for PERS UAL and the budget amendments necessary to fund the prepayment.

Council Member Arizmendi seconded the motion.

Ayes: Mayor John Harabedian, Mayor Pro Tem Capoccia, and Council Members Rachel Arizmendi and Gene Goss

Noes: None

Absent: None

Abstain: None

The motion to (1) approve Resolution No. 19-59 Approving a Pension and OPEB Funding Policy, (2) approve Resolution No. 19-60 amending the General Fund Balance Policy, and (3) authorize a lump sum pre-payment of \$3,000,000 to CalPERS for PERS UAL and the budget amendments necessary to fund the prepayment was passed by a unanimous vote.

4. CONSIDERATION OF RESOLUTION 19-62 AMENDING THE CITY'S CLASSIFICATION PLAN AND SALARY MATRIX FOR EXECUTIVE MANAGEMENT AND CONFIDENTIAL-EXEMPT POSITIONS

Human Resources Manager Hernandez reported on this item with the recommendation that the City Council approve Resolution 19-62, Amending the Classification Plan and Salary Matrix for the following classifications: Executive Management positions and Confidential-Exempt positions (not previously included in the 2.1% Cost of Living increase) and approve a COLA increase for the Police Lieutenant position.

Mayor Harabedian asked if any Member of the Council had questions on this item. City Council Members did not ask any questions.

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

Discussion occurred that there was consensus to approve Resolution 19-62 as presented.

Mayor Pro Tem Capoccia made a motion to approve Resolution 19-62 as presented.

Council Member Goss seconded the motion.

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

The motion to (1) approve Resolution 19-62 as presented was passed by a unanimous vote.

5. **CONSIDERATION OF RESOLUTION 19-63 CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISION OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; AND CONSIDERATION OF URGENCY ORDINANCE NO. 1419-U REPEALING SECTION 2.04.090 OF THE SIERRA MADRE MUNICIPAL CODE RELATING TO "PROCEDURE FOR FILLING A CITY COUNCIL MEMBER VACANCY."**

Assistant City Clerk Aguilar reported on this item with the recommendation that the City Council (1) approve Resolution 19-63 calling and giving notice of the holding of a general municipal election to be held on Tuesday, November 3, 2020 for the election of certain officers as required by the provision of laws of the State of California relating to general law cities and (2) adopt Urgency Ordinance 1419-U repealing Section 2.04.090 of the Sierra Madre Municipal Code relating to "Procedure for Filling a City Council Member Vacancy."

Mayor Harabedian clarified that the only issues to be decided tonight are (1) to set the election date and (2) repeal the existing ordinance regarding appointment to a City Council vacancy and not to decide a process to appoint a replacement for Council Member Delmar's vacant position.

Mayor Harabedian asked if any Member of the Council had questions on this item.

City Attorney Highsmith responded to the following Council Member question:

- What makes it an urgency ordinance versus a regular ordinance? – An urgency ordinance (1) requires a 4/5ths vote, or unanimous in this case, (2) is introduced, adopted, and goes into effect all on the same night, and (3) requires urgency findings to preserve the health, safety, and welfare. Urgency findings for this ordinance may be to provide the maximum opportunity for the City Council to consider, if it chooses to consider an appointment, as the field of candidates would be wider. Otherwise, the City Council would have to do a first reading, a second reading, and another 30 days, which makes it 60 days to get to the point where the City Council might decide whether or not to appoint and what the process would be.

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

Discussion occurred that there was consensus to (1) approve Resolution 19-63, (2) adopt Urgency Ordinance 1419-U, and (3) the City Council would like as much flexibility as possible, as the current ordinance is too restrictive and does not serve the best interest of the community.

Council Member Arizmendi made a motion to (1) approve Resolution 19-63 calling and giving notice of the holding of a general municipal election to be held on Tuesday, November 3, 2020 for the election of certain officers as required by the provision of laws of the State of California relating to general law cities and (2) adopt Urgency Ordinance 1419-U repealing Section 2.04.090 of the Sierra Madre Municipal Code relating to "Procedure for Filling a City Council Member Vacancy."

Council Member Goss seconded the motion.

Ayes: Mayor John Harabedian, Mayor Pro Tem Capoccia, and Council Members Rachel Arizmendi and Gene Goss

Noes: None

Absent: None

Abstain: None

The motion to (1) approve Resolution 19-63 calling and giving notice of the holding of a general municipal election to be held on Tuesday, November 3, 2020 for the election of certain officers as required by the provision of laws of the State of California relating to general law cities and (2) adopt Urgency Ordinance 1419-U repealing Section 2.04.090 of the Sierra Madre Municipal Code relating to "Procedure for Filling a City Council Member Vacancy" was passed by a unanimous vote.

NEW ITEMS PLACED FOR FUTURE AGENDAS:

Mayor Harabedian announced that there will be no City Council Meeting on Tuesday, November 26, 2019, because of Thanksgiving and only one City Council Meeting in December. He asked the members of the City Council if there are any new items for meeting agendas in the new year (2020).

Mayor Pro Tem Capoccia suggested that the City Council discuss whether to fill Council Member Delmar's vacant position at a future meeting. Mayor Harabedian concurred.

ADJOURNMENT:

Mayor Harabedian asked for a motion to adjourn.

Council Member Goss made a motion to adjourn the meeting.

The motion was seconded by Mayor Pro Tem Capoccia.

Ayes: Mayor John Harabedian, Mayor Pro Tem Capoccia, and Council Members Rachel Arizmendi and Gene Goss

Noes: None

Absent: None

The motion to adjourn was passed by a unanimous vote.

THIS SIERRA MADRE CITY COUNCIL REGULAR MEETING WAS ADJOURNED at 8:08 p.m. to a Regular meeting to be held on Tuesday, December 10, 2019, in the Sierra Madre City Hall Council Chambers.

John Harabedian, Mayor

Minutes taken and prepared by:

Sue Spears, City Clerk

RESOLUTION NUMBER 19-64

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

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

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

WHEREAS, the audited November 26, 2019 demands were released to vendors in accordance with City Council action item 1B on the October 8, 2019 Council meeting;

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 ratify payment of City Warrants in the aggregate amount of **\$465,601.93**; Sierra Madre Library Warrants in the aggregate amount of **\$2,483.05**; and Payroll Transfer in the aggregate amount of **\$334,843.75** for the fiscal year ending June 30, 2020.

APPROVED AND ADOPTED this 10th day of December, 2019.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 19-64 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 10th day of December, 2019.

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 December 10, 2019**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants\$465,601.93

Sierra Madre Library Warrants.....\$2,483.05

Payroll
Transfer.....\$334,843.75

Warrant Register 11/26/19

Attachment 1A

Fiscal Year	Description	Amount	Page #
FY1920	Manual Warrants	6,632.45	1
FY1920	Manual Warrants	1,092.34	2
FY1920	Manual Warrants	350.00	3
FY1920	General Warrants	370,171.93	4-7
FY1920	General Warrants - Utility Bills	86,074.30	8
FY1920	General Warrants - Utility Bills	1,280.91	9
	Total	465,601.93	

FY1920	Library Warrants	2,483.05	10
	Total	2,483.05	

Date:			
11/21/2019	Payroll #23 Electronic Tansfers	\$334,843.75	
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
	Total	334,843.75	



Packet: APPKT04846 - MANUAL CHECK 11/26/19
Vendor Set: 01 - Vendor Set 01

Check Date: 11/07/2019

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
0823	BANK OF AMERICA				6,632.45
APBWEST	Check	CM0000414	GE CANCELED REGISTRATION	60002.30000.53402	-650.00
		CM0000415	CC CHARGED TAX TWICE - CREDIT	60001.83200.53200	-32.09
		INV025776	CK 2019 MUNICIPAL FINANCE INSTITUTE	60002.30000.53409	400.00
		INV025777	CK MUNICIPAL DUES	60002.30000.53409	110.00
		INV025778	CK MUNICIPAL DUES	60002.30000.53409	75.00
		INV025779	HG IT MISAC CONFERENCE	60003.30000.53402	274.29
		INV025780	HG IT MISAC CONFERENCE	60003.30000.53402	178.09
		INV025781	HG IT MISAC CONFERENCE	60003.30000.53402	534.27
		INV025782	VG ADOBE ANNUAL SUBSCRIPTION	10000.40000.53409	179.88
		INV025783	GE MEMBERSHIP 1/1/20-12/31/20	60002.30000.53409	1,400.00
		INV025784	JR PRESSURE WASHER GUN	71000.81100.53205	88.00
		INV025785	LA ANNUAL EXPO CONFERENCE	10000.12000.53402	150.00
		INV025786	LA NEW LAW & ELECTIONS SEMINAR 2019	10000.12000.53402	500.00
		INV025787	LA BUSINESS LICENSE RENEWALS	60002.30000.53102	38.24
		INV025788	LA FAREWELL CEREMONY	10000.12000.52204	95.00
		INV025789	LA HUMAN RESOURCE CONFERENCE	60007.70100.53402	492.12
		INV025790	HJ VEHICLE MAINTENANCE	10000.50000.52302	12.00
		INV025791	HJ VEHICLE MAINTENANCE	10000.50000.52302	9.00
		INV025792	HJ LAPCA CONFERENCE	10000.50000.53402	133.82
		INV025793	HJ LAPCA CONFERENCE	10000.50000.53402	61.10
		INV025794	HJ RANGE TRAINING	10000.50000.52205	104.24
		INV025795	HJ POST RECORDS COURSE	10000.50000.52005	705.00
		INV025796	HJ VEHICLE MAINTENANCE	10000.50000.52302	9.00
		INV025797	HJ PD TRAINING	10000.50000.52005	223.00
		INV025798	HJ RANGE TRAINING	10000.50000.52205	79.16
		INV025799	COFFEE WITH A COP EVENT	10000.50000.53999	100.00
		INV025800	HJ VEHICLE MAINTENANCE	10000.50000.52302	9.00
		INV025801	HJ VEHICLE MAINTENANCE	10000.50000.52302	9.00
		INV025802	HJ RANGE TRAINING	10000.50000.52205	32.89
		INV025803	HJ STAFF MEETING	10000.50000.53402	31.37
		INV025804	SR SENIOR CRAFT ACTIVITY	37006.72000.53999	41.67
		INV025805	SR SENIOR ACTIVITY	37006.72000.53999	1.93
		INV025806	SR MWTR LAUNCH PLAN	10000.79007.52999	191.76
		INV025807	SR SENIOR ACTIVITY	37006.72000.53999	28.47
		INV025808	SR BIRTHDAY CELEBRATION	37006.72000.53999	43.48
		INV025809	SR SENIOR ACTIVITY	37006.72000.53999	1.93
		INV025810	SR CPRS CONFERENCE & EXPO	10000.70000.53402	450.00
		INV025811	SR SPRS CONFERENCE & EXPO	10000.70000.53402	450.00
		INV025812	CS HALLOWEEN ACTIVITY	39006.90000.53999	12.05
		INV025813	SC COFFEE TASTING PROGRAM	39006.90000.53999	35.97
		INV025814	SC TEEN CRAFT ACTIVITY	39006.90000.53999	23.81
Report Total:					6,632.45



Packet: APPKT04861 - MANUAL CHECK 11/26/19
Vendor Set: 01 - Vendor Set 01

Check Date: 11/14/2019

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
0833	HOME DEPOT				1,092.34
APBWEST	Check	<u>1020819</u>	MAINTENANCE SUPPLIES	60001.83200.53200	39.97
		<u>524280</u>	MAINTENANCE SUPPLIES	60007.70100.53300	272.12
		<u>5525106</u>	MAINTENANCE SUPPLIES	71000.81100.53200	149.57
		<u>6612434</u>	MAINTENANCE SUPPLIES	60001.83200.53200	130.04
		<u>7513217</u>	MAINTENANCE SUPPLIES	71000.81100.53200	90.53
		<u>9010140</u>	MAINTENANCE SUPPLIES	71000.81100.53200	78.35
		<u>9313084</u>	MAINTENANCE SUPPLIES	60001.83200.53200	149.76
		<u>INV025879</u>	SERVICE FEES	60001.83200.53200	8.69
		<u>INV025880</u>	SERVICE FEES	60001.83200.53200	55.01
		<u>INV025881</u>	SERVICE FEES	60001.83200.53200	18.24
		<u>INV025882</u>	SERVICE FEES	60001.83200.53200	56.13
				60001.83200.53200	43.93
Report Total:					1,092.34



Packet: APPKT04864 - MANUAL CHECK 11/26/19
Vendor Set: 01 - Vendor Set 01

Check Date: 11/15/2019

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>VEN03466</u>	BUSTER BALLOON CALDWELL				350.00
APBWEST	Check	<u>BB899-1694</u>	BALLOON EVENT	39006.90000.53999	350.00
Report Total:					350.00



Packet: APPKT04868 - GEN 11/26/19
 Vendor Set: 01 - Vendor Set 01

Check Date: 11/20/2019

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>VEN03251</u>	AMERICAN RIVER BENEFIT ADMINISTRATORS				196.4
APBWEST	Check	<u>INV025885</u>	FF INSURANCE DEC 2019	10000.61000.53409	196.42
<u>VEN02961</u>	ARAMARK UNIFORM & CAREER APPAREL GROUP INC				92.8
APBWEST	Check	<u>534669386</u>	FY 19/20 Uniform	60001.83200.53303	92.85
<u>1552</u>	ARNOLD'S FRONTIER HARDWARE - Fire				58.8
APBWEST	Check	<u>092971</u>	FY 2019-2020 HARDWARE SUPPLIES	10000.61000.53204	20.08
		<u>092978</u>	FY 2019-2020 HARDWARE SUPPLIES	10000.61000.53204	7.65
		<u>092991</u>	FY 2019-2020 HARDWARE SUPPLIES	10000.61000.53204	16.94
		<u>093090</u>	FY 2019-2020 HARDWARE SUPPLIES	10000.61000.53204	14.22
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE - PW				612.31
APBWEST	Check	<u>092950</u>	FY 19/20 Park Supplies	10000.83300.53001	11.41
		<u>092951</u>	FY 19/20 Street	10000.83500.53206	8.65
		<u>092953</u>	FY 19/20 Water Supplies	71000.81100.53200	15.31
		<u>092957</u>	FY 19/20 Water Supplies	71000.81100.53200	3.25
		<u>092964</u>	FY 19/20 Facilities Supplies	60001.83200.53200	10.46
		<u>092970</u>	FY 19/20 Facilities Supplies	60001.83200.53200	14.77
		<u>092972</u>	FY 19/20 Water Supplies	71000.81100.53200	12.55
		<u>092998</u>	FY 19/20 Facilities Supplies	60001.83200.53200	30.62
		<u>093002</u>	FY 19/20 Street	10000.83500.53206	16.40
		<u>093007</u>	FY 19/20 Street	10000.83500.53206	21.85
		<u>093067</u>	FY 19/20 Water Supplies	71000.81100.53200	4.03
		<u>093071</u>	FY 19/20 Water Supplies	71000.81100.53200	15.09
		<u>093081</u>	FY 19/20 Facilities Supplies	60001.83200.53200	21.82
		<u>093083</u>	FY 19/20 Facilities Supplies	60001.83200.53200	42.05
		<u>093103</u>	FY 19/20 Street	10000.83500.53206	28.46
		<u>093166</u>	FY 19/20 Street	10000.83500.53206	12.48
		<u>093193</u>	FY 19/20 Water Supplies	71000.81100.53200	10.17
		<u>093195</u>	FY 19/20 Facilities Supplies	60001.83200.53200	9.54
		<u>093203</u>	FY 19/20 Facilities Supplies	60001.83200.53200	35.47
		<u>093208</u>	FY 19/20 Facilities Supplies	60001.83200.53200	3.71
		<u>093239</u>	FY 19/20 Water Supplies	71000.81100.53200	6.65
		<u>093257</u>	FY 19/20 Facilities Supplies	60001.83200.53200	4.16
		<u>093260</u>	FY 19/20 Facilities Supplies	60001.83200.53200	49.20
		<u>093270</u>	FY 19/20 Facilities Supplies	60001.83200.53200	14.18
		<u>093273</u>	FY 19/20 Water Supplies	71000.81100.53200	28.44
		<u>093274</u>	FY 19/20 Water Supplies	71000.81100.53200	14.51
		<u>093277</u>	FY 19/20 Water Supplies	71000.81100.53200	18.00
		<u>093279</u>	FY 19/20 Facilities Supplies	60001.83200.53200	44.29
		<u>093289</u>	FY 19/20 Water Supplies	71000.81100.53200	17.50
		<u>093297</u>	FY 19/20 Water Supplies	71000.81100.53200	34.46
		<u>093299</u>	FY 19/20 Facilities Supplies	60001.83200.53200	24.07
		<u>093302</u>	FY 19/20 Facilities Supplies	60001.83200.53200	17.51
		<u>093350</u>	FY 19/20 Water Supplies	71000.81100.53200	3.06
		<u>093351</u>	FY 19/20 Water Supplies	71000.81100.53200	8.19
<u>VEN02012</u>	BETTER IMPACT				835.00
APBWEST	Check	<u>INV-103554</u>	ANNUAL SUBSCRIPTION 2020	60007.70100.53409	835.00
<u>VEN03440</u>	BIG BEN ENGINEERING				244,102.50
APBWEST	Check	<u>2</u>	2019 Water Main Replacement Project	71000.81100.56011	256,950.00
		<u>2b</u>	RETENTION: 5% OF COMPLETED WORK	71000.00000.23500	-12,847.50
<u>1200</u>	BLUE DIAMOND MATERIALS				324.67
APBWEST	Check	<u>1691539</u>	STREET MAINTENANCE	71000.81100.53206	164.43
		<u>1691606</u>	STREET MAINTENANCE	71000.81100.53206	160.24
<u>VEN02965</u>	CALIFORNIA ASSOC. OF CODE ENFORCEMENT OFFICERS				145.00
APBWEST	Check	<u>200010554</u>	CERTIFICATION EMNESTY EXTENSION	10000.40000.53409	50.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
APBWEST	Check	<u>300011354</u>	PROFESSIONAL MEMBERSHIP DUES	10000.40000.53409	95.00
<u>0171</u>	CLINICAL LABORATORY OF SAN BERNARDINO, INC.				3,938.00
APBWEST	Check	<u>970845</u>	FY 19/20 WATER TREATMENT TESTING	71000.81100.52200	2,228.00
		<u>971360</u>	FY 19/20 WATER TREATMENT TESTING	71000.81100.52200	1,710.00
<u>1167</u>	COMMUNITY MEDIA OF THE FOOTHILLS				2,400.94
APBWEST	Check	<u>419</u>	FY 19/20 Sierra Madre Production Services	60003.30000.52100	2,400.94
<u>0893</u>	CREATIVE FORMS & CONCEPTS, INC				462.06
APBWEST	Check	<u>117430</u>	PRINTING FORMS	60002.30000.53102	462.06
<u>0183</u>	CRPOA				54.21
APBWEST	Check	<u>1901119</u>	MEMBERSHIP DUES 11/7/19-5/30/20	10000.50000.53409	54.21
<u>VEN02871</u>	CYBERREEF SOLUTIONS INC				304.78
APBWEST	Check	<u>3790</u>	1 GB DATA NOV 2019	10000.50000.52200	304.78
<u>1428</u>	DAN GINTER				392.31
APBWEST	Check	<u>INV025893</u>	RETIREE HEALTH INSURANCE JAN 2020	60007.70100.51302	392.31
<u>0186</u>	DANIELS TIRE SERVICE				255.07
APBWEST	Check	<u>616881</u>	FY 19/20 Tires	60000.83100.53208	255.07
<u>0320</u>	DANNY OSTI TREE SERVICE				800.00
APBWEST	Check	<u>8361</u>	TREE SERVICE	38004.83300.52200	800.00
<u>0841</u>	DAPEER, ROSENBLIT & LITVAK, LLP				675.25
APBWEST	Check	<u>16575</u>	PROFESSIONAL SERVICES	10000.40000.52201	675.25
<u>0190</u>	DECCO AWARDS INC				214.99
APBWEST	Check	<u>19-12180</u>	OFFICE SUPPLIES	10000.11000.53999	214.99
<u>1584</u>	DENRAM PRODUCTS CORP				255.41
APBWEST	Check	<u>18727</u>	BUSINESS CARDS	60002.30000.53102	255.41
<u>VEN03272</u>	DEPT OF HEALTH CARE SERVICES				2,919.84
APBWEST	Check	<u>GEM0120D5G9</u>	DHCS QUALITY ASSURANCE FEE 2019 3RD QTR	10000.64000.52001	2,919.84
<u>0713</u>	DEPT OF JUSTICE				81.00
APBWEST	Check	<u>415181</u>	State related items OCT 2019	10000.50000.52200	81.00
<u>VEN03180</u>	DICKS AUTO SUPPLY				489.64
APBWEST	Check	<u>175668</u>	VEHICLE MAINTENANCE	60000.83100.53208	244.49
		<u>175867</u>	VEHICLE MAINTENANCE	60000.83100.53208	245.15
<u>VEN02778</u>	FORMLA LANDSCAPING INC				833.33
APBWEST	Check	<u>32515</u>	FY 19/20 City Hall Landscape Maintenance	10000.83300.52200	833.33
<u>VEN02952</u>	GABRIEL ENGELAND				2,713.00
APBWEST	Check	<u>INV025815</u>	TUITION REIMBURSEMENT	60007.70100.53401	631.00
		<u>INV025816</u>	TUITION REIMBURSEMENT	60007.70100.53401	2,082.00
<u>VEN01613</u>	GANAHL LUMBER COMPANY				19.26
APBWEST	Check	<u>141257682</u>	MAINTENANCE SUPPLIES	60001.83200.53200	19.26
<u>1639</u>	GMS ELEVATOR SERVICES INC				87.50
APBWEST	Check	<u>98847</u>	ELEVATOR SERVICE	60001.83200.53200	87.50
<u>0871</u>	GOLDEN WEST ELECTRIC				2,822.38
APBWEST	Check	<u>3291</u>	FY 19/20 Electrical Supplies	71000.81100.52200	2,822.38
<u>VEN02265</u>	GOVERNMENT FINANCE OFFICERS ASSOCIATION				150.00
APBWEST	Check	<u>INV025883</u>	STAFF MEMBERSHIP	60002.30000.53409	150.00
<u>VEN03195</u>	GREATAMERICA FINANCIAL SERVICES				1,799.17
APBWEST	Check	<u>25883989</u>	LASERCARE HP MFP	60003.30000.53210	1,375.91
		<u>25901096</u>	LASERCARE HP MFP	60003.30000.53210	423.26
<u>1359</u>	HIRERIGHT, LLC				15.75
APBWEST	Check	<u>H0173707</u>	BACKGROUND SCREENING SERVICE	60007.70101.52100	15.75
<u>1334</u>	HP MECHANICAL INC.				293.00
APBWEST	Check	<u>2719</u>	VEHICLE MAINTENANCE	60001.83200.53200	293.00
<u>0913</u>	IRWINDALE INDUSTRIAL CLINIC				545.00
APBWEST	Check	<u>2130-927169</u>	PHYSICAL EXAM	60007.70100.52106	40.00
				60007.70101.52106	505.00
<u>1044</u>	JESSE TORIBIO				196.16
APBWEST	Check	<u>INV025894</u>	RETIREE HEALTH INSURANCE JAN 2020	60007.70100.51302	196.16
<u>1156</u>	JOHN FORD				274.62
APBWEST	Check	<u>INV025889</u>	RETIREE HEALTH INSURANCE JAN 2020	60007.70100.51302	274.62
<u>1185</u>	KEYSTONE UNIFORM				969.31
APBWEST	Check	<u>067056</u>	Uniforms	10000.50000.53303	969.31
<u>0515</u>	LANDSCAPE WAREHOUSE				240.44

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
APBWEST	Check	<u>2609943</u>	FY 19/20 Maintenance Supplies	10000.83300.53001	22.20
		<u>2612498</u>	FY 19/20 Maintenance Supplies	10000.83300.53001	108.39
		<u>2612994</u>	FY 19/20 Maintenance Supplies	10000.83300.53001	10.47
		<u>2614223</u>	FY 19/20 Maintenance Supplies	10000.83300.53001	99.38
VEN03196	LASERCARE				1,211.86
APBWEST	Check	<u>AR128865</u>	SERVICE PRINTERS	60003.30000.53210	1,211.86
0640	LIFE-ASSIST INC.				919.21
APBWEST	Check	<u>941228</u>	FY 2019-2020 EMS SUPPLIES	10000.64000.53300	490.38
		<u>949750</u>	FY 2019-2020 EMS SUPPLIES	10000.64000.53300	254.95
		<u>954319</u>	FY 2019-2020 EMS SUPPLIES	10000.64000.53300	173.88
VEN01660	LISA VOLPE				313.85
APBWEST	Check	<u>INV025891</u>	RETIREE HEALTH INSURANCE JAN 2020	60007.70100.51302	313.85
0656	LOS ANGELES FREIGHTLINER				5,395.92
APBWEST	Check	<u>RA210016782:01</u>	Repairs to combination truck	60000.83100.53208	5,395.92
1690	MERCHANTS LANDSCAPE SVC INC				12,000.00
APBWEST	Check	<u>54937</u>	FY 19/20 Landscape Services OCT 2019	10000.81201.52200	114.64
				10000.83300.52200	6,052.73
				32002.83000.52200	834.54
				32008.83000.52200	1,329.77
				60001.83200.52200	3,668.32
					2,064.48
1608	MUNICIPAL MAINTENANCE EQUIP IN				
APBWEST	Check	<u>0143342-IN</u>	VEHICLE MAINTENANCE	60000.83100.53208	1,422.50
		<u>0143376-IN</u>	VEHICLE MAINTENANCE	60000.83100.53208	528.55
		<u>0143485-IN</u>	VEHICLE MAINTENANCE	60000.83100.53208	113.43
					1,153.05
0786	OFFICE DEPOT, INC				
APBWEST	Check	<u>396530944001</u>	OFFICE SUPPLIES	60002.30000.53100	393.78
		<u>396530944001b</u>	FY 2019-20 OFFICE DEPOT SUPPLIES	60002.30000.53100	47.19
		<u>398779184001</u>	FY 19-20 OFFICE DEPOT	10000.50000.53100	133.47
		<u>399248797001</u>	FY 19-20 OFFICE DEPOT	10000.50000.53100	185.58
		<u>399748198001</u>	FY 2019-20 OFFICE DEPOT SUPPLIES	60002.30000.53100	213.78
		<u>399748198001b</u>	OFFICE SUPPLIES	60002.30000.53100	179.25
					2,275.60
0323	PASADENA HUMANE SOCIETY				
APBWEST	Check	<u>NOV2019CtySM</u>	FY 19-20 BPO- ANIMAL CONTROL SERVICE	10000.50000.52004	2,275.60
VEN01558	PAT'S TIRE SERVICE				497.15
APBWEST	Check	<u>42499</u>	VEHICLE MAINTENANCE	60000.83100.53208	50.00
		<u>42519</u>	VEHICLE MAINTENANCE	60000.83100.53208	447.15
					144.58
0336	POST ALARM SYSTEMS				
APBWEST	Check	<u>1214962</u>	FY 19/20 Alarm Monitoring DEC 2019	60001.83200.52200	48.92
		<u>1217659</u>	FY 19/20 Alarm Monitoring DEC 2019	60001.83200.52200	43.26
		<u>1220838</u>	FY 19/20 Alarm Monitoring DEC 2019	60001.83200.52200	52.40
					147.83
1485	RED SUPPLY INC				
APBWEST	Check	<u>77422</u>	MAINTENANCE SUPPLIES	60001.83200.53200	147.83
					203.98
0346	RED WING SHOES				
APBWEST	Check	<u>989-1-20458</u>	FY 19/20 SAFETY BOOTS	60001.83200.53303	203.98
0267	REGIONAL TAP SERVICE CENTER				151.75
APBWEST	Check	<u>6011139</u>	REG SV REGULAR	37004.80000.52001	151.75
VEN01670	ROGERS, ANDERSON, MALODY & SCOTT, LLP				24,000.00
APBWEST	Check	<u>62074</u>	FY 19-20 BPO - AUDIT SVCS	60002.30000.52100	24,000.00
1113	RUBEN ENRIQUEZ				392.31
APBWEST	Check	<u>INV025890</u>	RETIREE HEALTH INSURANCE JAN 2020	60007.70100.51302	392.31
VEN02182	SA-SO				5,752.20
APBWEST	Check	<u>S19-1416</u>	TRAFFIC CONTROL SIGN AND FLASHING LIGHT	10000.83600.53211	5,752.20
0362	SIERRA GLASS & MIRROR				950.00
APBWEST	Check	<u>26944</u>	MAINTENANCE SUPPLIES	60001.83200.53200	950.00
VEN01256	SKY BLUEPRINT & SUPPLIES INC				27.56
APBWEST	Check	<u>B80380</u>	PRINTING & DUPLICATION	37004.80000.53102	27.56
0378	SMART & FINAL				120.30
APBWEST	Check	<u>3056650049252</u>	STAFF EVENT	10000.11000.53999	120.30
VEN03199	SO CAL MAILING SERVICES				1,111.15
APBWEST	Check	<u>62865</u>	FY19-20 BPO- MAILING AND WATER BILLING	71000.32000.53101	1,111.15
0821	SOUTHWEST HYDROTECH				5,164.63

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
		APBWEST	Check	<u>3040</u>	FY 19/20 ANNUAL CONTROL VALVE MAINTENAN	71000.81100.52200	1,685.99	
				<u>3055</u>	FY 19/20 ANNUAL CONTROL VALVE MAINTENAN	71000.81100.52200	2,487.53	
				<u>3057</u>	FY 19/20 ANNUAL CONTROL VALVE MAINTENAN	71000.81100.52200	991.11	
<u>0394</u>	STATE WATER RESOURCES CONTROL							980.80
		APBWEST	Check	<u>0002 8362 781</u>	WATER RIGHTS PERMIT 7/1/19-6/30/20	71000.81100.52001	554.15	
				<u>0002 8532 276</u>	WATER RIGHTS PERMIT 7/1/19--6/30/20	71000.81100.52001	426.65	
<u>VEN01396</u>	STEPHEN DORECK EQUIP RENTALS							21,400.00
		APBWEST	Check	<u>19MS53-01</u>	Water leak Crew/Backhoe Service	71000.81100.53212	3,800.00	
				<u>19MS63-01</u>	CANYON CREST DR. - VALVES	71000.81100.53212	11,350.00	
				<u>19MS67-01</u>	CANYON CREST DR. - VALVES	71000.81100.53212	6,250.00	
<u>1509</u>	STEVE HAMMOND							392.31
		APBWEST	Check	<u>INV025892</u>	RETIREE HEALTH INSURANCE JAN 2020	60007.70100.51302	392.31	
<u>VEN03457</u>	TRIPLE R MUNITIONS INC							1,899.83
		APBWEST	Check	<u>246</u>	PD FIREARMS SUPPLIES	10000.50000.53302	1,899.83	
<u>1799</u>	TYLER TECHNOLOGIES INC							3,225.00
		APBWEST	Check	<u>025-278465</u>	Tyler Annual Maintenance 19/20	60003.30000.52200	3,000.00	
				<u>025-279426</u>	MONTHLY FEE/UB ONLINE WEB SITE, INSITE TR/	71000.32000.52200	180.00	
						72000.32000.52200	45.00	
<u>0410</u>	UNDERGROUND SERVICE ALERT							149.75
		APBWEST	Check	<u>1020190674</u>	UNDERGROUND SERVICE	71000.81100.52200	105.70	
				<u>18dsbfe5986</u>	UNDERGROUND SERVICE	71000.81100.52200	44.05	
<u>0414</u>	UNITED STATES POSTMASTER							178.00
		APBWEST	Check	<u>INV025884</u>	PO MAIL BOX	10000.11000.53999	178.00	
<u>1390</u>	VALLEY POWER SYSTEMS							42.72
		APBWEST	Check	<u>1 83374</u>	VEHICLE MAINTENANCE	60000.83100.53208	42.72	
<u>0158</u>	VULCAN MATERIALS COMPANY							976.20
		APBWEST	Check	<u>72379477</u>	STREET MAINTENANCE	71000.81100.53206	462.51	
				<u>72403505</u>	Street materials	71000.81100.53206	513.69	
<u>0426</u>	WESTERN WATER WORKS							1,418.47
		APBWEST	Check	<u>551971-00</u>	FY 19/20 Distribution Supplies	71000.81100.53212	1,418.47	
<u>1053</u>	WITTMAN ENTERPRISES, LLC							1,371.38
		APBWEST	Check	<u>1910056</u>	FY 2019-20 EMS BILLING SERVICES	10000.64000.52200	1,371.38	
<u>VEN02951</u>	YOHTEK CORP							3,570.00
		APBWEST	Check	<u>YTK-2107</u>	FY19-20 BPO - NETWORK INFRASTRUCTURE SUF	60003.30000.56010	600.00	
				<u>YTK-2113</u>	FY19-20 BPO - NETWORK INFRASTRUCTURE SUF	60003.30000.56010	2,475.00	
				<u>YTK-2115</u>	FY19-20 BPO - NETWORK INFRASTRUCTURE SUF	60003.30000.56010	495.00	
Report Total:							370,171.93	



Packet: APPKT04858 - UB11/26/19
Vendor Set: 01 - Vendor Set 01

Check Date: 11/13/2019

Table with columns: Vendor Number, Bank Code, Vendor Name, Payment Type, Invoice #, Invoice Description, Account Number, Distribution Amount, Vendor Total. Includes entries for AT&T, FRONTIER CALIFORNIA INC, GREATAMERICA FINANCIAL SERVICES, NEOPOST, SOUTHERN CALIF. EDISON CO., THE GAS COMPANY, TIME WARNER CABLE, and VERIZON WIRELESS - LA.



Packet: APPKT04870 - UB 11/26/19
Vendor Set: 01 - Vendor Set 01

Check Date: 11/20/2019

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>VEN02792</u>	FRONTIER CALIFORNIA INC				204.10
APBWEST	Check	<u>INV025886</u>	310-001-5763-051199-5	60003.30000.55005	139.33
		<u>INV025895</u>	626-351-3285-091319-5 11/14/19-12/13/19	10000.50000.55005	64.77
<u>0216</u>	THE GAS COMPANY				627.87
APBWEST	Check	<u>INV025888</u>	VEHICLE MAINTENANCE 10/1/19-11/1/19	60001.83200.55004	627.87
<u>1439</u>	TIME WARNER CABLE				448.94
APBWEST	Check	<u>0131806111119</u>	8448 30 022 0131806 11/11/19-12/10/19	60003.30000.52200	448.94
Report Total:					1,280.91



Packet: APPKT04869 - LIB 11/26/19
 Vendor Set: 01 - Vendor Set 01

Check Date: 11/20/2019

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>0132</u>	BAKER & TAYLOR, INC.				2,341.81
APBWEST	Check	<u>2034812559</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 39006.90000.53406		18.22
		<u>2034812560</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 10000.90000.52200		4.50
		<u>2034823854</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 10000.90000.53406		579.68
		<u>2034823855</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 10000.90000.52200		10.32
		<u>2034835180</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 10000.90000.53406		231.27
		<u>2034835181</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 10000.90000.52200		6.99
		<u>2034875050</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 10000.90000.53406		414.69
		<u>2034875051</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 10000.90000.52200		14.35
		<u>2034876864</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 10000.90000.53406		572.56
		<u>2034876865</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 10000.90000.52200		32.62
		<u>2034909027</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 10000.90000.53406		211.05
		<u>2034909028</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 10000.90000.52200		9.04
		<u>5015811827</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 39006.90000.53406		24.29
		<u>H40677100</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 39006.90000.53406		123.87
		<u>H40677101</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 39006.90000.53406		69.73
		<u>H40952950</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 39006.90000.53406		12.96
		<u>H40953030</u>	BOOKS & REFERENCE, PROCESSING FEES & MED 39006.90000.53406		5.74
<u>1488</u>	FEDEX OFFICE				24.77
APBWEST	Check	<u>370100020521</u>	MAIL SERVICE	39006.90000.53999	24.77
<u>0786</u>	OFFICE DEPOT, INC				116.40
APBWEST	Check	<u>394121088001</u>	OFFICE SUPPLIES	10000.90000.53100	52.05
		<u>395712095001</u>	OFFICE SUPPLIES	10000.90000.53100	64.35
Report Total:					2,483.05

RESOLUTION NUMBER 19-65

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sierra Madre does hereby approve payment of City Warrants in the aggregate amount of **\$113,483.81**; Sierra Madre Library Warrants in the aggregate amount of **\$3,240.87**; and Payroll Transfer in the aggregate amount of **\$378,467.06** for the fiscal year ending June 30, 2020.

APPROVED AND ADOPTED this 10th day of December, 2019.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number **19-65** was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 10th day of December, 2019.

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 December 10, 2019**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants	\$ 113,483.81
Sierra Madre Library Warrants.....	\$ 3,240.87
Payroll Transfer.....	\$ 378,467.06

Warrant Register 12/10/19

Attachment 1A

Fiscal Year	Description	Amount	Page #
FY1920	Manual Warrants	463.00	1
FY1920	General Warrants	111,130.58	2-3
FY1920	General Warrants - Utility Bills	1,890.23	4
	Total	113,483.81	

FY1920	Library Warrants	3,240.87	5
	Total	3,240.87	

Date:			
11/28/2019	Payroll #24 Electronic Tansfers	\$378,467.06	
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
	Total	378,467.06	



Packet: APPKT04872 - MANUAL CHECK 12/10/19
Vendor Set: 01 - Vendor Set 01

Check Date: 11/20/2019

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>1484</u>	ALLIANT INSURANCE SERVICES				463.00
APBWEST	Check	<u>1220527</u>	SPECIAL EVENT INSURANCE	60007.70100.54803	463.00
				Report Total:	463.00



Packet: APPKT04892 - GEN 12/10/19
Vendor Set: 01 - Vendor Set 01

Check Date: 12/03/2019

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0109</u>	AIRGAS USA				1,787.48
APBWEST	Check	1601643364	FY 2019-2020 MEDICAL OXYGEN	10000.64000.53300	19.49
		9090659795	FY 2019-2020 MEDICAL OXYGEN	10000.64000.53300	1,274.93
		9094521060	MAINTENANCE SUPPLIES	71000.81100.53200	436.49
		9966233452	FY 2019-2020 MEDICAL OXYGEN	10000.64000.53300	56.57
<u>0859</u>	AQUA METRIC				28,621.12
APBWEST	Check	INV0074872	Water Meter Purchase Installation Infrastructure	71000.81100.56011	18,554.77
		INV0075779	Water Meter Purchase Installation Infrastructure	71000.81100.56011	3,629.93
		INV0075780	Water Meter Purchase Installation Infrastructure	71000.81100.56011	6,436.42
<u>VEN02961</u>	ARAMARK UNIFORM & CAREER APPAREL GROUP INC				92.85
APBWEST	Check	534703539	FY 19/20 Uniform	60001.83200.53303	92.85
<u>VEN03203</u>	BALLARD AND BALLARD INVESTIGATIONS				942.06
APBWEST	Check	2019-027	Background Investigations	60007.70101.52100	942.06
<u>1487</u>	BOB WONDRIES FORD				89.42
APBWEST	Check	593871	VEHICLE MAINTENANCE	60000.83100.53208	89.42
<u>0827</u>	CALIFORNIA PARK & RECREATION SOCIETY				165.00
APBWEST	Check	INV025896	MEMBERSHIP DUES	10000.70000.53409	165.00
<u>0326</u>	CITY OF PASADENA				504.00
APBWEST	Check	30009451	FY 19-20 BPO- INMATE HOUSING DISTRIBUTION	10000.50000.52003	504.00
<u>VEN03195</u>	GREATAMERICA FINANCIAL SERVICES				2,037.89
APBWEST	Check	25968314	LASERCARE HP MFP	60003.30000.53210	2,037.89
<u>1359</u>	HIRERIGHT, LLC				131.38
APBWEST	Check	H0175190	BACKGROUND SCREENING	60007.70101.52100	131.38
<u>VEN01969</u>	INLAND EMPIRE STAGES				1,382.69
APBWEST	Check	54783	Senior Excursion Transportation	37006.72000.52200	1,382.69
<u>1454</u>	JDS TANK TESTING & REPAIR INC				140.00
APBWEST	Check	13920	NOVEMBER 2019 SERVICE	60000.83100.55001	140.00
<u>VEN03424</u>	JOHNSON INVESTIGATIONS				700.00
APBWEST	Check	2019-024	Background Investigation	60007.70101.52100	700.00
<u>VEN03030</u>	KATHERINE ANN BOYCE				85.00
APBWEST	Check	317	MONTHLY CRAFT NOV 2019	37006.72000.52200	85.00
<u>VEN01747</u>	KAZARIANS & ASSOCIATES, INC				652.50
APBWEST	Check	5385.05-01	LA COUNTY INSPECTION REPORT	71000.81100.52100	652.50
<u>1717</u>	LACMTA				440.00
APBWEST	Check	104732	METRO TRANSPORTATION	37004.80000.52001	440.00
<u>0277</u>	LIEBERT CASSIDY WHITMORE				6,922.50
APBWEST	Check	1488472	FY 19-20 Legal Services Billing	60007.70100.52201	5,784.00
		1488762	FY 19-20 Legal Services Billing	60007.70100.52201	1,138.50
<u>1708</u>	LIEBERT CASSIDY WHITMORE				172.00
APBWEST	Check	INV025898	EMPLOYEE TRAINING	60007.70100.51402	172.00
<u>0640</u>	LIFE-ASSIST INC.				531.98
APBWEST	Check	957062	FY 2019-2020 EMS SUPPLIES	10000.64000.53300	531.98
<u>VEN02633</u>	MARK DUSON				125.00
APBWEST	Check	INV025902	PARAMEDIC CERTIFICATION REIMBURSEMENT	10000.64000.52205	125.00
<u>VEN02976</u>	MEDICO PROFESSIONAL LINEN SERVICE				52.00
APBWEST	Check	20126098	FY 2019-20 MEDICAL WASTE	10000.64000.53300	52.00
<u>VEN03250</u>	NATHALIA FLORES				31.21
APBWEST	Check	INV025899	AFSS QUARTERLY MTG	10000.61000.53402	31.21
<u>0786</u>	OFFICE DEPOT, INC				594.40
APBWEST	Check	398959257001	OFFICE SUPPLIES	10000.70000.53100	98.51
		403025022001	FY 2019-20 OFFICE DEPOT SUPPLIES	60002.30000.53100	18.54
		403025022001a	OFFICE SUPPLIES	10000.61000.53100	11.37
		403025022001b	OFFICE SUPPLIES	60007.70100.53999	32.21
		403434285001	FY 19-20 OFFICE DEPOT	10000.50000.53100	127.30

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
APBWEST	Check	403441785001	FY 19-20 OFFICE DEPOT	10000.50000.53100	17.48
		406126058001	FY 2019-20 OFFICE DEPOT SUPPLIES	60002.30000.53100	288.99
VEN01644	PATRICIA ALCORN				100.00
APBWEST	Check	INV025897	RETURN OF DEPOSIT	10000.00000.23230	100.00
VEN01558	PAT'S TIRE SERVICE				262.93
APBWEST	Check	42541	FY 19/20 TIRE PARTS	60000.83100.53208	102.93
		42549	FY 19/20 TIRE PARTS	60000.83100.53208	160.00
VEN01608	PHOENIX GROUP INFORMATION SYSTEMS				3,054.49
APBWEST	Check	102019200	FY 19-20 BPO- PARKING CITATION SERVICE	10000.50000.52200	3,054.49
VEN03464	POLI-DOT LLC				1,440.00
APBWEST	Check	001	CONSULTING SERVICES AUGUST 2019	10000.50000.52100	540.00
		003	CONSULTING SERVICES OCT 2019	10000.50000.52100	900.00
VEN03451	PRESIDIO NETWORKED SOLUTIONS GROUP LLC				4,500.00
APBWEST	Check	6023219001358	Network Access Equipment	10000.61000.53301	4,500.00
1749	PTS				165.28
APBWEST	Check	2032201	PD PHONE SERVICE DEC 2019	10000.50000.55005	165.28
VEN03225	RESPOND SYSTEMS				665.00
APBWEST	Check	105190	RESPIRATOR FIT TEST	60007.70100.52106	665.00
VEN02829	RINGCENTRAL INC				5,059.95
APBWEST	Check	CD 000074181	VOIP TELEPHONE SERVICES	60003.30000.55005	5,059.95
1443	SHRED-IT USA LLC				402.30
APBWEST	Check	8128520543	FY 19-20 Document Shredding Services	10000.50000.52200	402.30
0821	SOUTHWEST HYDROTECH				2,346.98
APBWEST	Check	3070	FY 19/20 ANNUAL CONTROL VALVE MAINTENANCE	71000.81100.52200	2,346.98
VEN02444	SUPERIOR COURT OF CA, CO OF L. A.				757.50
APBWEST	Check	INV025901	FY 19-20 BPO- COUNTY FEES DISTRIBUTION	10000.50000.52200	757.50
1368	SWANK MOTION PICTURES INC				643.00
APBWEST	Check	RG 2780619	MOVIE IN THE PARK	10000.79008.52999	643.00
1588	SWRCB ACCOUNTING OFFICE				2,625.00
APBWEST	Check	WD-0162714	FY 19/20 Regulatory Agency Annual Permit Fee	71000.81100.52001	2,625.00
VEN02863	THE COUNSELING TEAM INTERNATIONAL				300.00
APBWEST	Check	73706	PSYCHOLOGICAL ASSESSMENTS	60007.70101.52100	300.00
VEN01116	THE STANDARD INSURANCE				72.49
APBWEST	Check	INV025900	PART TIME EMPLOYEES - DIVISION 0003	10000.61000.51303	72.49
VEN01194	THORSON MOTOR CENTER				489.62
APBWEST	Check	368672	VEHICLE MAINTENANCE	60000.83100.53208	489.62
VEN03457	WAXIE SANITARY SUPPLY				1,421.60
APBWEST	Check	78620077	Facilities restroom supplies	60001.83200.53200	546.27
		78718358	Facilities restroom supplies	60001.83200.53200	753.10
		78718394	Facilities restroom supplies	60001.83200.53200	122.23
0426	WESTERN WATER WORKS				3,136.96
APBWEST	Check	551213-00	FY 19/20 Distribution Supplies	71000.81100.53212	1,497.08
		552749-00	FY 19/20 Distribution Supplies	71000.81100.53212	1,504.10
		552793-00	FY 19/20 Distribution Supplies	71000.81100.53212	135.78
0425	WILLDAN ASSOCIATES				37,487.00
APBWEST	Check	002-21871	FY 19/20 Building Official/Inspection/Plan Check	10000.40000.52100	36,959.00
		00221900	Engineering Consultant Unreinforced Masonry S	10000.40000.52200	528.00
Report Total:					111,130.58



Packet: APPKT04896 - UB 12/10/19
Vendor Set: 01 - Vendor Set 01

Check Date: 12/03/2019

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Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN02792	FRONTIER CALIFORNIA INC				332.71
APBWEST	Check	INV025975	209-151-5743-051199-5 11/28/19-12/27/19	10000.50000.55005	240.73
		INV025976	310-169-9845-061906-5 11/16/19-12/15/19	10000.50000.55005	91.98
VEN03086	GC PIVOTAL LLC				1,557.52
APBWEST	Check	INV2868687	BACKUP INTERNET JAN 2020	60003.30000.52200	1,557.52
Report Total:					1,890.23



Packet: APPKT04895 - LIB 12/10/19
 Vendor Set: 01 - Vendor Set 01

Check Date: 12/03/2019

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<u>0132</u>	BAKER & TAYLOR, INC.				2,208.24
APBWEST	Check	2034934155	BOOKS & REFERENCE, PROCESSING FEES & MED	10000.90000.53406	105.11
		2034934156	BOOKS & REFERENCE, PROCESSING FEES & MED	10000.90000.52200	4.56
		5015805503	BOOKS & REFERENCE, PROCESSING FEES & MED	10000.90000.53406	1,489.89
		5015805504	BOOKS & REFERENCE, PROCESSING FEES & MED	10000.90000.52200	98.75
		5015825992	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	21.27
		5015825993	BOOKS & REFERENCE, PROCESSING FEES & MED	10000.90000.52200	4.50
		5015836898	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	173.18
		5015836899	BOOKS & REFERENCE, PROCESSING FEES & MED	10000.90000.52200	31.51
		H41089240	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	7.28
		H41089241	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	16.41
		H41121930	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	33.64
		H41121931	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	103.62
		H41121933	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	36.94
		H41201000	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	24.62
		H41234320	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	24.29
		H41318950	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	21.34
		H41352410	BOOKS & REFERENCE, PROCESSING FEES & MED	39006.90000.53406	11.33
<u>0145</u>	BRODART				143.44
APBWEST	Check	543921	LIBRARY SUPPLIES	10000.90000.53100	143.44
<u>0218</u>	GAYLORD BROTHERS				427.42
APBWEST	Check	2690073	LIBRARY SUPPLIES	39002.90000.53999	427.42
<u>0786</u>	OFFICE DEPOT, INC				461.77
APBWEST	Check	401005492001	OFFICE SUPPLIES	10000.90000.53100	114.73
		402118427001	OFFICE SUPPLIES	10000.90000.53100	347.04
Report Total:					3,248.87



City of Sierra Madre Agenda Report

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

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

TO: Honorable Mayor and City Council

FROM: Aleks R. Giragosian, Assistant City Attorney

REVIEWED BY: Gabe Engeland, City Manager

DATE: December 10, 2019

SUBJECT: **CONSIDERATION OF URGENCY ORDINANCE 1418-U OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE AMENDING TITLE 17, CHAPTER 17.22 (SECOND UNITS) OF THE SIERRA MADRE MUNICIPAL CODE TO COMPLY WITH STATE REQUIREMENTS FOR ACCESSORY DWELLING UNITS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTION 36937**

STAFF RECOMMENDATION

Staff recommends that the City Council adopt Urgency Ordinance 1418-U amending Chapter 17.22 (second units), in compliance with Assembly Bill Nos. 68 and 881 and Senate Bill 13 and read by title only for final reading.

ALTERNATIVES

The City Council has the following alternatives:

1. Adopt Urgency Ordinance 1418-U amending Chapter 17.22 (second units), as drafted.
2. Do not amend Chapter 17.22 and allow conflicting local provisions to be preempted by State law.

SUMMARY

The City Council will consider the adoption of Urgency Ordinance No. 1418-U, by amending Title 17, Chapter 17.22 (Second Units) of the Sierra Madre Municipal Code. Government Code Section 36937(b) authorizes the City to adopt an ordinance as an urgency measure to protect the public peace, health or safety, containing a declaration of facts constituting the urgency and passed by a four-fifths vote of the City Council.

Staff recommends that the City Council adopt the proposed urgency ordinance to update the City's standards to achieve compliance with Assembly Bill 68 (AB 68), Assembly Bill 881 (AB 881), and Senate Bill No. 13 (SB 13) signed by Governor Newsom on October 9, 2019.

The bills collectively expand a property owner or developer's ability to build a second residential dwelling unit on their property and simultaneously restricts discretionary and regulatory authority over such development.

The bills take effect on January 1, 2020. Existing local ordinances that fail to include or are in conflict with these new provisions on the date the new law goes into effect are considered "null and void," and are effectively repealed.

URGENCY ORDINANCE 1418-U AMENDING TITLE 17, CHAPTER 17.22 (SECOND UNITS) OF THE SIERRA MADRE MUNICIPAL CODE TO COMPLY WITH STATE REQUIREMENTS FOR ACCESSORY DWELLING UNITS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTION 36937

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The nature of the amendments will require the City of Sierra Madre to adopt an ordinance before December 31, 2019, in order to avoid the existing Second Unit ordinance from becoming null and void.

Included herein as Attachment A is Urgency Ordinance 1418-U for City Council consideration.

ANALYSIS

The City's Second Unit Ordinance was originally adopted in 2004 and was amended in 2013, 2015, and 2016 to revise several requirements of the original ordinance that were identified as restricting the ability of homeowners to qualify for approval of a second unit permit, including the affordable rent / income requirements, limitation on unit size, and the limitation that the unit be one-story.

Since the last series of amendments, on October 9, 2019, Governor Newsom signed new legislation into law, AB 68, AB 881, and SB 13 which introduces new development standards for accessory dwelling units.

Summarized below are the applicable Assembly and Senate Bills:

- AB 68 by Assemblymember Philip Ting (D-San Francisco) makes major changes to facilitate the development of more ADUs and address barriers to building. The bill reduces barriers to ADU approval and construction, which will increase production of these low-cost, energy-efficient units and add to California's affordable housing supply.
- AB 881 by Assemblymember Richard Bloom (D-Santa Monica) removes impediments to ADU construction by restricting local jurisdictions' permitting criteria, clarifying that ADUs must receive streamlined approval if constructed in existing garages, and eliminating local agencies' ability to require owner-occupancy for five years.
- SB 13 by Senator Bob Wieckowski (D-Fremont) creates a tiered fee structure which charges ADUs more fairly based on their size and location. The bill also addresses other barriers by lowering the application approval timeframe, creating an avenue to get unpermitted ADUs up to code, and enhancing an enforcement mechanism allowing the state to ensure that localities are following ADU statute.

CONSISTENCY WITH GENERAL PLAN

The proposed amendments are required out of public necessity, convenience and general welfare (SMMC 17.64.010) in that the Municipal Code Text Amendment is to achieve compliance with AB 68, AB 881, and SB 13, requiring applications for Accessory Dwelling Units (ADU) to be considered ministerial, without discretionary review. The allowance of ADUs also addresses regional housing needs while maintaining the community's small town character. The City recognizes that attached and detached ADUs can facilitate the provision of ADUs for seniors, caregivers, and other low and extremely low income households. Furthermore, the amendments are generally consistent with the goals, policies, and objectives of the General Plan to protect low-density single-family residential uses in the City.

FINANCIAL REVIEW/SOURCE OF FUNDING

There is no fiscal impact related to the adoption of Urgency Ordinance 1418-U. Staff time was incurred in the preparation of the report and draft ordinance.

URGENCY ORDINANCE 1418-U AMENDING TITLE 17, CHAPTER 17.22 (SECOND UNITS) OF THE SIERRA MADRE MUNICIPAL CODE TO COMPLY WITH STATE REQUIREMENTS FOR ACCESSORY DWELLING UNITS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTION 36937

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URGENCY ORDINANCE

The City Council finds, pursuant to Government Code Section 36937, that it is necessary to take immediate action to amend the City's existing Second Unit Ordinance for compliance with AB 68, AB 881, and SB 13, which was signed into law on October 9, 2019, and to ensure orderly development and compliance with the goals of the General Plan; without immediate action, the City's Second Unit Ordinance would be considered "null and void" on January 1, 2020.

ENVIRONMENTAL (CEQA)

Urgency Ordinance 1418-U is statutorily exempt under Section 15282, Subdivision (h), of the California Environmental Quality Act ("CEQA") regulations because it adopts "an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Sections 21080.17 of the Public Resources Code."

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Notice of the hearing was published consistent with the requirements of Government Code Sections 65090 and 36933, including publication of a summary notice of public hearing in the local adjudicated newspaper. Notice of the hearing was also published through the City's website at www.cityofsierramadre.com. A full and complete certified copy of Urgency Ordinance 1418-U was made available in the office of the City Clerk. Copies of this report are available at the City Hall public counter and at the Sierra Madre Public Library.

Attachments

- Attachment 1 – Urgency Ordinance 1418-U
- Attachment 2 – Sample Covenant

URGENCY ORDINANCE 1418-U

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE AMENDING CHAPTER 17.22 (SECOND UNITS) OF TITLE 17 (ZONING) OF THE SIERRA MADRE MUNICIPAL CODE TO COMPLY WITH STATE REQUIREMENTS FOR ACCESSORY DWELLING UNITS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTION 36937

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

WHEREAS, on January 28, 2014, the City Council adopted the 2014-2021 Housing Element; and

WHEREAS, a housing program objective of the 2014-2021 Housing Element is to amend Chapter 17.22 of the Municipal Code to better facilitate the provision of “accessory dwelling units” (“ADUs”) also referred to as “second units” for seniors, caregivers, and other low-, very low- and extremely low-income households; and

WHEREAS, ADUs offer a benefit to homeowners in the form of supplementary income by renting out their ADUs, which can help many modest income and elderly homeowners afford to remain in their homes; and

WHEREAS, ADUs can offer an important opportunity to help Sierra Madre address its regional housing needs while maintaining the community’s small-town character; and

WHEREAS, on October 9, 2019, Governor Newsom signed into law Senate Bill No. 13, Assembly Bill Nos. 68 and 881.

WHEREAS, by December 31, 2019, the City must conform Chapter 17.22 to State ADU law to avoid nullification; and

WHEREAS, Urgency Ordinance 1418-U is statutorily exempt under Section 15282, Subdivision (h), of the California Environmental Quality Act (“CEQA”) regulations because it adopts “an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Sections 21080.17 of the Public Resources Code.”

WHEREAS, Government Code Section 36937(b) authorizes the City to adopt an ordinance as an urgency measure to protect the public peace, health or safety, containing a declaration of facts constituting the urgency and passed by a four-fifths vote of the City Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Sierra Madre as follows:

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

SECTION 2. Urgency Findings: The City Council finds, pursuant to Government Code Section 36937, that it is necessary to take immediate action to amend the City's existing Accessory Dwelling Unit Ordinance for compliance with Senate Bill No. 13 and Assembly Bill Nos. 68 and 881, which were signed into law on October 9, 2019, and to ensure orderly development and compliance with the goals of the General Plan; without immediate action, the City's Accessory Dwelling Unit Ordinance would be considered "null and void" on January 1, 2020.

SECTION 3. Municipal Code Amendment. Chapter 17.22 (Second Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code is hereby amended to read as follows, with additions noted by underlined text and deletions noted by ~~struck-through~~ text:

- 17.22.005 - Findings and determinations.
- 17.22.010 - Purpose.
- 17.22.020 - Definition.
- 17.22.030 - Permitted areas.
- 17.22.040 - Standards of development—Generally.
- 17.22.050 - Allowable floor area.
- 17.22.060 - Height.
- 17.22.070 - Parking.
- 17.22.080 - Access and facilities.
- 17.22.085 - All other standards.
- 17.22.090 - ~~Owner occupancy required~~Rental restrictions.
- ~~17.22.095—Rental Restrictions.~~
- 17.22.100 - Utilities.
- 17.22.110 - Ownership.
- 17.22.120 - Conversion of existing structures into ~~second units~~ accessory dwelling units.
- 17.22.130 - Junior accessory dwelling units.
- 17.22.1430 - Recordation.
- 17.22.1540 - Permit process.
- 17.22.1650 - Permit termination.
- 17.22.1760 - Permit revocation.

17.22.1870 - Fees.

17.22.1980 - Severability.

17.22.005 - Findings and determinations.

The City Council finds and determines:

A. Assembly Bill 1866, signed into law on September 29, 2002 by the Governor of the state of California and effective January 1, 2003, affecting, among other provisions of state law, California Government Code Sections 65852.2 and 65583.1, requires that as of July 1, 2003, all applications for second units accessory dwelling units be considered a ministerial action without discretionary review or hearing.

B. Senate Bill 1069, signed into law on September 27, 2016 by the Governor of the state of California and effective January 1, 2017, affecting, among other provisions of state law, California Government Code Sections 65582.1, ~~65852.2~~, 65583.1, 65589.4, 65852.150, 65852.2, 65852.22, and 66412.2, ~~65852.2~~, introduces new development standards including allowable floor area, garage conversion requirements, setback provisions, rental restrictions, fire sprinkler requirements, and utility connections.

C. Senate Bill 13 and Assembly Bills 68 and 881, signed into law on October 9, 2019 by the Governor of the state of California and effective January 1, 2020, affecting, among other provisions of state law, Government Code Sections 65852.2 and 65852.22, reduces local barriers to the development of accessory dwelling units.

~~C. Various provisions of state law relating to the housing goals, objectives and needs, including regional housing needs, and requirements pertaining to the provision of affordable housing as applicable to the city, are affected by the requirements of Assembly Bill 1866 and the effect thereof on second housing units on residentially zoned property in the city.~~

D. The city finds that accessory second dwelling units are a valuable form of housing. Second units Accessory dwelling units provide housing within existing neighborhoods for family members, elderly, in-home health care providers, persons with disabilities and others, at below market rates. Homeowners who create second units accessory dwelling units benefit from added income and an increased sense of security.

E. The limitations set forth herein are necessary to protect the health and welfare of residents, and do not jeopardize the city's obligation to comply with Government Code Sections 65852.2 and 65583.1.

17.22.010 - Purpose.

The purpose of this chapter is to implement ~~Assembly Bill No. 1866, Chapter 1062 of Stats. 2002,~~ the requirements under state law for accessory dwelling units and junior accessory dwelling units. It is also the purpose of this chapter to allow for an increase in the supply of affordable housing in the city in conformance with the goals and policies of the housing element of the Sierra Madre general plan. It is the intent of the city to encourage ~~secondary~~ accessory dwelling units and junior accessory dwelling units and impose standards to regulate such development. In doing so, and to ensure that no avoidable adverse impacts on the public health, safety, and general welfare result from the creation of ~~an second-unit~~ accessory dwelling unit or junior accessory dwelling unit, this chapter provides standards for the approval of such ~~second-units~~ accessory dwelling units and junior accessory dwelling units that limit the circumstances under which ~~second-units~~ accessory dwelling units and junior accessory dwelling units may be permitted consistent with the findings and determinations set forth in Section 17.22.005 and the purposes of this chapter.

17.22.020 - Definitions.

~~For the purpose of this chapter,~~ "Accessory dwelling units" also known as a "~~accessory dwelling unit~~ second unit," means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, sanitation, and shall have no more than one bedroom and shall be located on the same parcel as the single-family or multi-family dwelling is situated.

"Converted or Conversion" means the repurposing of all or a portion of an existing structure as ~~an second-unit~~ accessory dwelling unit entirely within the existing structure building envelope and in accordance with all required residential building and construction standards set forth in the applicable California Building Codes.

"Efficiency kitchen" means a cooking facility with appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

"Junior accessory dwelling unit" means a unit that is contained entirely within the walls of a proposed or existing single-family residence which provides

living facilities for one or more persons. Junior accessory dwelling units are limited to one per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

“Short-term Rental” refers to a rental whereby a residence or a portion of a residence is rented to a tenant for a period of less than 30 days.

17.22.030 - Permitted areas.

- A. ~~One second-unit~~ accessory dwelling unit shall be permitted only on residentially-zoned lots within residential or mixed-use zones with the following limitations : (i) ~~no second-unit accessory dwelling unit shall be permitted on a lot having an existing guest house;~~ (ii) ~~no lot with an second-unit~~ accessory dwelling unit shall be permitted to have a guest house; (iii) ~~(ii)~~ (ii) no existing guest house may be converted to an second-unit accessory dwelling unit except with full compliance with this chapter; and ~~(iv)~~ (iii) neither the primary residential dwelling unit nor the ~~second-unit~~ accessory dwelling units shall be a mobile home, trailer, or vehicle; ~~(iv)~~ modular dwelling units mounted to a permanent foundation shall be permitted as an accessory dwelling unit and/or junior accessory dwelling unit. (v) ~~no garage which satisfies the parking requirements of the primary unit shall be converted to an second-unit accessory dwelling units without providing alternative required parking on-site.~~
- B. Not more than two detached accessory dwelling units may be located on lots with a multi-family dwelling with the following limitations: (i) the accessory dwelling units maintain four (4) foot side and rear yard setbacks and (ii) the accessory dwelling units are at least sixteen (16) feet high.

17.22.040 - Standards of development—Generally.

All "~~second-units~~ accessory dwelling units" shall comply with the standards of development set forth in the following sections.

17.22.050 - Allowable floor area.

A. The total floor area of all buildings on the lot, including the ~~second-unit~~ accessory dwelling unit, shall not exceed the maximum floor area otherwise allowed in accordance with this title.

B. An attached ~~second-unit~~ accessory dwelling unit shall not exceed fifty (50) percent of the existing living area (including a habitable basement and attic) of the single family dwelling ~~or one thousand two hundred square feet, whichever is less.~~

C. The maximum floor area for a detached or attached ~~Second Unit~~ accessory dwelling unit shall not exceed one-thousand two hundred (1,200) square feet.

D. the maximum floor area for a junior accessory dwelling unit shall not exceed five hundred (500) square feet.

E. The minimum floor area for a detached or attached accessory dwelling unit or junior dwelling unit shall not be less than two hundred twenty (220) square feet pursuant to the International Building Code of the International Code Council standards.

17.22.060 - Height.

The maximum height of a detached new ~~second-unit~~ accessory dwelling unit shall be ~~fifteen~~ sixteen (16) feet as measured in accordance with the height provisions of the underlying residential zone.

17.22.070 - Parking.

One on-site parking space shall be designated for the ~~second-unit~~ accessory dwelling unit. ~~in addition to the required on-site parking for the primary dwelling unit.~~ No additional parking is required for a junior accessory dwelling unit. In order to accommodate required parking on site, parking for an ~~second unit~~ accessory dwelling unit may be allowed in setback areas (in locations determined by the city) and through tandem parking. In no event shall parking be allowed in a designated front yard landscaped area.

17.22.080 – Access and facilities.

A. All new second-units accessory dwelling units shall have a separate entrance and contain a separate kitchen and bathroom facility.

B. All junior accessory dwelling units shall include, at a minimum, an efficiency kitchen and living area. It may include separate sanitation facilities or may share sanitation facilities with the existing structure. The junior accessory dwelling unit must include a separate entrance

from the main entrance to the proposed or existing single-family residence.

- C. The city shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit or junior accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit or junior accessory dwelling unit was constructed with a new single-family dwelling.

17.22.085 - All other standards.

Except as specifically provided in this chapter, all ~~second units~~ accessory dwelling units shall comply with all other provisions of this code applicable to the residential zone in which it is located, except as follows:

- A. ~~New second units~~ accessory dwelling units located on a reversed corner lot shall provide a minimum setback along the secondary frontage equal to the front yard setback of the underlying zone. No setback shall be required for the conversion of an existing structure.
- B. ~~The minimum required side yard setback of an existing accessory structure being converted to an~~ second unit accessory dwelling units on a reversed corner lot shall be the same as that of the primary structure along the secondary frontage. A setback of no more than four (4) feet from the side and rear lot lines shall be required for new construction or replacement structures.
- C. The replacement parking requirement for the primary unit shall not apply when an existing garage is converted or demolished to make room for an accessory dwelling unit and/or junior accessory dwelling unit.
- D. Accessory dwelling units and junior accessory dwelling units that comply with the underlying zoning requirements shall receive ministerial approval.
- E. Applications for accessory dwelling units or junior accessory dwelling units on parcels with multi-family residential dwellings are subject to design review. Design Review shall not apply to accessory dwelling units or junior accessory dwelling units unless it is associated with another discretionary entitlement application
- F. A certificate of occupancy for an accessory dwelling unit or junior accessory dwelling unit shall not be issued before the issuance of a certificate of occupancy for the primary dwelling.

~~17.22.090 – Owner occupancy required.~~

~~The owner of the lot on which the second unit is located shall maintain either the primary single family dwelling unit or the second unit as his/her/their principal domicile as long as the second unit exists on the lot.~~

17.22.0905 – Rental Restrictions.

No ~~second unit~~ accessory dwelling unit shall be used as a “short term” rental.

17.22.100 - Utilities.

~~Second units~~ Accessory dwelling units and junior accessory dwelling units shall not have separate utility connections, but shall receive all utilities via the pre-existing principal unit, with the exception of telephone, cable television, and computer modem lines or other communication facilities.

17.22.110 - Ownership.

The ~~second unit~~ accessory dwelling unit may not be owned separately, or sold or hypothecated separately, from the primary dwelling unit, but may be rented or leased for a period not to exceed one year terms.

17.22.120 – Conversion of existing structures into ~~second units~~ accessory dwelling units.

- A. Prior to the approval of an ~~second unit~~ accessory dwelling unit permit for the conversion of an existing structure for which there is no record of a building permit being issued, satisfactory completion of a safety inspection by the City’s Building Official and Fire Department is required. An applicant must commit to upgrade the ~~second unit~~ accessory dwelling unit to health and safety codes in order to be granted approval of an ~~second unit~~ accessory dwelling unit permit, including without limitations the following items:
1. Independent entrance to ~~second unit~~ accessory dwelling unit.
 2. Direct access to exterior of building from bedroom (door or window).
 3. Adequate light and ventilation in each habitable room.
 4. Minimum 7-foot high ceiling in all rooms, kitchens, halls, and baths.
 5. Properly installed electrical wiring including separate access to electrical shut off.
 6. Structural Integrity:

- a) Foundation not cracked, damaged, or shifting.
- b) Framing not sagging or deteriorated.
- 7. Comfort Heating:
 - a) Heating as required per the Building Code.
 - b) Separate access to gas shut-off, if applicable.
- 8. Working Plumbing:
 - a) Kitchen and bathroom facilities with hot water.
 - b) Water heater strapped and properly vented.
 - c) Connection to approved sewage system.
- 9. Fire Safety:
 - a) Hallways serving sleeping rooms must have smoke and carbon monoxide detectors.
 - b) Each sleeping room must have a smoke detector.

B. Once an inspection by the City's Building Official and Fire Department occurs, the applicant is required to correct those items that are identified as violating current health and safety codes for the structure's current use even in the event that the applicant decides to withdraw the ~~second-unit~~ accessory dwelling unit permit application.

17.22.130 – Junior Accessory Dwelling Units.

A. The owner must reside in the single-family residence but may choose to reside within the remaining portion of the structure or the newly created junior accessory dwelling unit.

B. The owner must record a deed restriction and file a copy with the city. The deed restriction must include:

- 1. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.
- 2. A restriction on the size and attributes of the junior accessory dwelling unit that conforms to this chapter.

17.22.140 - Recordation.

As a prerequisite to obtaining a building permit, the applicant for an ~~second-unit~~ accessory dwelling unit permit shall cause to be recorded a covenant or deed restriction (in a form approved by the city attorney) specifying that the ~~second-unit~~ accessory dwelling unit will at all times comply with the provisions of

this chapter and applicable state law. The recorded covenant shall run with the land, shall set forth the requirements of this chapter, and shall contain provisions implementing the requirements of this chapter, ~~including but not limited to authorizing the city to make periodic inspections to ascertain compliance with the requirements of this chapter~~ and the terms of the recorded covenant, and authorizing the city to abate any violation of this chapter at the cost of the then owner, including that the city may record a lien to recover the cost of such abatement proceedings including all reasonable administrative costs in connection therewith.

17.22.150 - Permit process.

All proposed second accessory dwelling units are subject to review for compliance with the terms of this chapter by the director of Planning and Community Preservation. ~~An second-unit~~ accessory dwelling unit application must be submitted to the city along with the appropriate fee as established by the city council by resolution in accordance with applicable law. Posted signage shall be placed on the property describing the proposed project in accordance with Section 17.60.100B; however, references therein to the planning commission's decision shall be interpreted as the director's decision on a second accessory dwelling unit permit. The director shall complete the review of the application for ~~an second-unit~~ accessory dwelling unit permit within sixty (60) ~~thirty~~ days of receipt of a complete submission. Review of, and the denial of or granting of, an application for ~~an second-unit~~ accessory dwelling unit permit by the city is a ministerial action. The director shall not approve an application for ~~an second-unit~~ accessory dwelling unit permit or issue ~~an second-unit~~ accessory dwelling unit permit unless the proposed ~~second-unit~~ accessory dwelling unit complies with the requirements of this chapter. The decision of the director shall be final and conclusive. An applicant who obtains ~~an second-unit~~ accessory dwelling unit permit shall be required to obtain a building permit for the ~~second-unit~~ accessory dwelling unit. This chapter is not intended to amend the California Environmental Quality Act requirement relating to historic resources.

17.22.160 - Permit termination.

~~An second-unit~~ accessory dwelling unit permit validly issued pursuant to this chapter shall terminate when any one or more of the following occur: (1) the permit is not used within one hundred eighty (180) days from the date of permit issuance; (2) the permit has been abandoned or discontinued for one hundred eighty (180) consecutive days; (3) the ~~second-unit~~ accessory dwelling unit owner files a declaration with the director of Planning and Community Preservation that the permit has been abandoned or discontinued and the ~~second-unit~~ accessory

dwelling unit has been removed from the property; (4) the permit has expired by its terms; or (5) the permit has been revoked as provided in Section 17.22.160.

17.22.170 - Permit revocation.

In the event (i) an ~~second-unit~~ accessory dwelling unit permit was obtained by fraud or misrepresentation, or (ii) a permitted ~~second-unit~~ accessory dwelling unit dwelling is used, operated, or maintained in violation of this chapter or applicable state or federal law, or (iii) the accessory dwelling unit is has been used or is being used in a manner so as to constitute a public nuisance, the director of Planning and Community Preservation, on not less than ten days written notice to the ~~second-unit~~ accessory dwelling unit owner, may hold a permit revocation hearing which shall be heard by a hearing officer in accordance with applicable law. The director and the ~~second-unit~~ accessory dwelling unit owner shall each be permitted to present evidence with respect to the proposed permit revocation. The hearing officer shall issue a written decision within ten days of the conclusion of the hearing. The decision of the hearing officer shall be final. Upon revocation the ~~second-unit~~ accessory dwelling unit shall be removed; provided, however, if at the time of revocation there are tenants occupying the ~~second-unit~~ accessory dwelling unit pursuant to a valid and binding rental or lease agreement that is consistent with the provisions of this chapter, such tenants shall be permitted to continue to occupy the ~~second-unit~~ accessory dwelling unit until the expiration or earlier termination of the rental or lease agreement, and upon such expiration or earlier termination the ~~second-unit~~ accessory dwelling unit shall be removed. Nothing herein shall preclude or prevent the city from undertaking any other enforcement action with respect to the ~~second-unit~~ accessory dwelling unit which the city is otherwise authorized under this code or applicable state or federal law, including but not limited to the abatement of public nuisances.

17.22.180 – Fees.

- A. The City may impose a fee on the applicant in connection with approval of an accessory dwelling unit or junior accessory dwelling unit for the purpose of defraying all or a portion of the cost of public facilities related to its development, as provided for in Government Code sections 65852.2(f)(1) and 66000(b).
- B. The City will not consider an accessory dwelling unit or junior accessory dwelling unit to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including

water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

C. The City shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

D. The City may charge a fee to inspect an accessory dwelling unit or junior accessory dwelling unit to determine compliance with applicable building standards.

17.22.190 - Severability.

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

SECTION 4. California Environmental Quality Act. The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the City Council, and hereby determines that Urgency Ordinance 1418-U is statutorily exempt under Section 15282, Subdivision (h), of the California Environmental Quality Act ("CEQA") regulations because it adopts "an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Sections 21080.17 of the Public Resources Code."

SECTION 5. Recording. The City Clerk shall submit a copy of this Urgency Ordinance to the California Department of Housing and Community Development within 60 days of its adoption pursuant to Government Code section 65852.2, subdivision (h).

SECTION 6. Effective Date. This Urgency Ordinance is adopted by 4/5 vote of the City Council and shall take effect immediately pursuant to Government Code section 36937.

SECTION 7. Certification. The City Clerk shall cause this Urgency Ordinance to be published in accordance with California Government Code Section 36933, shall certify to the adoption of this Urgency Ordinance, and shall cause this Urgency Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City Council. The City Clerk shall certify to the adoption of

this ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED, APPROVED and ADOPTED this 10th day of December, 2019.

John Harabedian, Mayor

ATTEST:

Sue Spears, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SIERRA MADRE)

I, Sue Spears, City Clerk of the City of Sierra Madre, hereby certify that the foregoing Ordinance No. 1418-U was approved and adopted by said Council at its regular meeting held on the 10th day of December, 2019 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sue Spears, City Clerk

**RECORDING REQUESTED BY
CITY OF SIERRA MADRE**

WHEN RECORDED MAIL TO

City Clerk
City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

No Recording Fee—Exempt
Pursuant to Government Code Section 6103

Space above this line for recorder's use

DEED RESTRICTION AND COVENANT

RECITALS

- A. THIS DEED RESTRICTION AND COVENANT ("Deed Restriction") is made as of _____, 2020 (the "Effective Date") by and between _____ ("Grantor") and the City of Sierra Madre, a municipal corporation (the "City").
- B. Grantor is the owner of certain real property (the "Property") located in the City of Sierra Madre, County of Los Angeles, State of California, and more particularly described on Exhibit A attached hereto and more commonly known as _____, Sierra Madre, California.
- C. Pursuant to Chapter 17.22 of the Sierra Madre Municipal Code, the Grantor desires to obtain a building permit to construct on the Property an accessory dwelling unit, as defined in Section 17.22.020 of the Municipal Code (the "Accessory Dwelling Units and/or **Junior Accessory Dwelling Unit**").
- D. Pursuant to Section 17.22.130, any owner of a property with an accessory unit constructed pursuant to Chapter 17.22 must record a deed restriction or covenant against the property.
- E. The Grantor agrees to comply with Chapter 17.22 (Accessory Dwelling Unit Ordinance) of the Sierra Madre Municipal Code, as a copy of which is attached as Exhibit B and incorporated by reference, as a condition of obtaining a building permit for an accessory dwelling unit on the Property.

NOW, THEREFORE, Grantor agrees to this Deed Restriction pursuant to the terms contained herein:

1. Building Permit. In recognition of the City's consideration of a building permit to the Grantor to construct the Accessory Dwelling Unit and/or "Junior Accessory Dwelling Unit", Grantor hereby agrees to the terms and conditions of this Deed Restriction and to record this Deed Restriction as a covenant running with the land in perpetuity.

2. Restriction on Rentals. Consistent with the residential zoning restrictions prohibiting hotel, motel or bed and breakfast type uses, Grantor agrees that the Accessory Dwelling Unit and/or "Junior Accessory Dwelling Unit" may only be rented or leased for periods exceeding 30 days; no "short term rentals," e.g., rentals for periods of less than 30 days, including but not limited to, so-called vacation rentals or "Air BNB" uses are permitted.

3. Prohibition on Sale of Junior Accessory Dwelling Units.

Grantor agrees that the sale of the junior accessory dwelling unit separate from the sale of the single-family residence is prohibited and shall be enforced against future purchasers.

4. Restriction on size and attributes of Junior Accessory Dwelling Units.

Grantor agrees to conform to the size requirements as outlined in Section 17.22.050.D and that the unit is contained entirely within a single-family residence.

5. Violations. Grantor agrees if the City is required to abate any violations of this Deed Restriction, the costs of such abatement, including any and all administrative costs, court costs and attorneys' fees shall be the responsibility of the Grantor, and the City may record a lien against the Property to recover such costs of any abatement proceedings.

6. Running with the Land. The execution of this Deed Restriction by the Grantor shall constitute an agreement with the City of each provision, term and condition contained herein and shall be recorded as a covenant running with the land and which shall be binding in perpetuity upon the Property, the Grantor, and the heirs, devisees, assigns, transferees, and successors in interest of the Grantor.

7. Subsequent Transfers. Grantor agrees to incorporate (including incorporation by reference) the terms of this Deed Restriction in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitations, a leasehold interest. The failure of Grantor to perform any act provided in this section shall not impair the validity of this Covenant or limit its enforceability in any way.

8. City's Remedies. If the City determines that Grantor is in violation of the terms of this Deed Restriction or that a violation is threatened, the City shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Deed Restriction, to restore the portion of the Property so injured. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from the City, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, the City may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed Restriction, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Deed Restriction or injury to any protected value, including

damages for any loss thereof, and to require the restoration of the Property to the condition that existed prior to any such injury. If the City, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the protected values of the Property, the City may pursue its remedies under this paragraph without waiting for the period provided for cure to expire. The City's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Deed Restriction, and Grantor agrees that the City's remedies at law for any violation of the terms of this Deed Restriction are inadequate and that the City shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the City may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The City's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or thereafter existing at law or in equity.

9. City's Discretion. Enforcement of the terms of this Deed Restriction shall be at the discretion of the City, and any forbearance by the City to exercise its rights under this Deed Restriction in the event of any breach of any term of this Deed Restriction by Grantor shall not be deemed or construed to be a waiver by the City of such term or of any subsequent breach of the same or any other term of this Deed Restriction or of any of the City's rights under this Deed Restriction. No delay or omission by the City in the exercise of any right or remedy on any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Costs and Taxes. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor shall pay any and all taxes, assessments, fees, and charges levied by competent authority on the Property or on this Deed Restriction. It is intended that this Deed Restriction constitutes an enforceable restriction within the meaning of Article XIII, Section 8 of the California Constitution and that this Deed Restriction qualifies as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 402.1.

11. General Provisions.

(a) Controlling Law. The interpretation and performance of this Deed Restriction shall be governed by the laws of the State of California.

(b) Severability. If a court or competent jurisdiction voids or invalidates on its face any provision to other persons or circumstances.

(c) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(d) Captions. The captions in this instrument have been inserted solely for convenience of reference, are not a part of this instrument, and shall have no effect upon construction or interpretation.

(e) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. There are no representations or promises made to any party hereto concerning the subject matter of this Deed Restriction except as set forth herein. It is expressly understood by each of the parties that this Deed Restriction may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever, except by a writing executed by each Party hereto which expressly refers to this paragraph.

(f) Construction. Each of the parties represents and warrants that it has been represented in the negotiations for, and in the preparation of, this Deed Restriction by counsel of its own choosing, that it has read this Deed Restriction or has had it read to it by its attorney, and that it is fully aware of and understand its contents and its legal affect. Accordingly, this Deed Restriction shall not be construed against any party, and the rule of construction that a Deed Restriction is construed against the party by which it is drafted shall not apply.

(g) Governing Law. This Deed Restriction shall be interpreted in accordance with the laws of the State of California, as applicable to residents of the state.

(h) Prevailing Party. If any party to this Deed Restriction initiates any proceeding to enforce, interpret, defend, defend against, or establish the applicability or validity of this Deed Restriction, the party which is determined by the court or administrative body to be the prevailing party in such proceeding shall be entitled to an award of its attorneys' fees and costs, in addition to any other relief provided by law.

(i) Notice. Any notice required by this Deed Restriction shall be given in writing by personal delivery or overnight delivery of a reputable courier for receipt on a business day to:

THE CITY

City of Sierra Madre
Planning & Community Preservation Department
232 W. Sierra Madre Blvd.
Sierra Madre, California 91024

GRANTOR

Sierra Madre, California 91024

(j) Counterparts. This Deed Restriction may be executed in any number of counterparts, each of which so executed shall be deemed an original of the Deed Restriction. These counterparts shall together constitute one Deed Restriction. The execution of this Deed Restriction by any of the parties will not become effective until the counterparts have been duly executed by all the parties.

(k) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Deed Restriction shall be liberally construed in favor of the grant to effect the purpose of this Deed Restriction and the policy and purpose California Government Code Sections 51070-51097. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Deed Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties have set their hands as of the date and date first above written.

GRANTOR

EXHIBIT A

Legal Description

EXHIBIT B

Accessory Dwelling Unit



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

Sue Spears, City Clerk
Michael Amerio City Treasurer

City of Sierra Madre Agenda Report

TO: Honorable Mayor and Members of the City Council

FROM: Rebecca Silva-Barrón, Community Services Manager

REVIEWED BY: Gabriel Engeland, City Manager

DATE: December 10, 2019

SUBJECT: **CONSIDERATION OF A FIELD USE AGREEMENT
EXTENSION 2020**

STAFF RECOMMENDATION

Staff recommends that City Council approve the first amendment (attachment 1) to the current Field Use Agreement Memorandum of Understanding, for a consecutive term of three years effective January 1, 2020 through December 31, 2022 between the City of Sierra Madre and the Sierra Madre Girls Softball Association (SMGSA), Sierra Madre Little League (SMLL), Sierra Madre Pony League (SMPL) and AYSO Region 2, and authorize the City Manager to finalize the agreement with current parties no later than December 23, 2019.

ALTERNATIVES

1. The City Council may approve the first amendment to the current Field Use Agreement Memorandum of Understanding, for a consecutive term of three years effective January 1, 2020 through December 31, 2022 between the City of Sierra Madre and the Sierra Madre Girls Softball Association (SMGSA), Sierra Madre Little League (SMLL), Sierra Madre Pony League (SMPL) and AYSO Region 2, and authorize the City Manager to finalize the agreement with current parties no later than December 23, 2019.
2. The City Council may direct staff to return to a future Council meeting with mutually agreed upon resolutions set forth between the user groups for equitable field use.

SUMMARY

City Staff met recently with the partners of the Field Use Agreement, including Sierra Madre Girls Softball Association (SMGSA), the Sierra Madre Little League (SMLL), and Sierra Madre Pony League (SMPL), with the exception of AYSO who was non-respondent.

Staff seeks support from the City Council to have the current agreement extended for another consecutive term up to three years as is outlined in the current agreement. The terms will remain exactly as they are agreed upon in the current MOU.

If the contract amendment/ extension is not signed by the final deadline of Monday, December 23, 2019, the current agreement will expire at midnight on December 31, resulting in no exclusively reserved field space, on any given locations listed on the agreement.

ANALYSIS

The current Field Use Agreement is for an initial term of three years, with two optional three year extensions. In order for the current agreement to be extended the users were to submit a letter of intent to extend the agreement on or before September 30, 2019. Because no letter of intent was received, the agreement will expire on December 31, 2019. In order to continue the agreement, it is proposed the City Council approve an amendment to the current agreement which would allow for the first extension of three years as outlined in the current contract.

If the current agreement expires there will be no pre-authorized, exclusive field use or reservations for any said groups or parties, and fields will need to undergo the reservation process as with all city properties.

FINANCIAL REVIEW/SOURCE OF FUNDING

There is no impact to the City's General Fund. Staff time was incurred in the preparation of this report.

ENVIRONMENTAL (CEQA)

N/A

PUBLIC NOTICE PROCESS

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

ATTACHMENTS:

1. Amendment No. 1 to 2017 Field Use Agreement Memorandum of Understanding
2. 2017 Field Use Agreement Memorandum of Understanding

**AMENDMENT NO. 1 TO
2017 FIELD USE AGREEMENT MEMORANDUM OF UNDERSTANDING**

This Amendment No. 1 to the 2017 Field Use Agreement Memorandum of Understanding (“Amendment”) is effective December 30, 2019.

RECITALS

WHEREAS, the City of Sierra Madre (“City”) entered into the 2017 Field Use Agreement Memorandum of Understanding on January 1, 2017 (“Agreement”) with Sierra Madre Girls Softball Association (“SMGSA”), Sierra Madre Little League (“SMLL”), Sierra Madre Pony League (“SMPL”), and AYSO Region 2 (“AYSO”) (collectively, the “Users”);

WHEREAS, the Agreement is set to expire on December 31, 2019;

WHEREAS, the Users did not submit a letter of intent on or before September 30, 2019 to seek an extension under Section 14.1 of the Agreement;

WHEREAS, the City and Users desire to amend the Agreement to extend its term under Section 19 of the Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals set forth above, and the mutual covenants, promises, and conditions set forth herein, the City and Users agree as follows:

1. TEXT AMENDMENT NO. 1. Amend Section 2.1 of the Agreement to read as follows, with additions noted by underlined text and deletions noted by ~~struck-through~~ text:

This agreement shall become effective on January 1, 2017 and shall end December 31, ~~2019~~2023.

2. TEXT AMENDMENT NO. 2. Amend Section 2.2 of the Agreement to read as follows, with additions noted by underlined text and deletions noted by ~~struck-through~~ text:

This Agreement will be in effect for ~~three (3)~~ six (6) years from the date listed in 2.1, with the option of extensions as set forth in Section 15 of this Agreement.

3. EFFECT OF AMENDMENT. Except as expressly modified by this Amendment, the Agreement shall continue in full force and effect according to its terms, and the Parties hereby ratify and affirm the respective rights and obligations under the Agreement, including but not limited to the indemnification obligations and insurance requirements of the Agreement. In the event of any conflict between this Amendment and the Agreement, the provisions of this Amendment shall govern.

**AMENDMENT NO. 1 TO
2017 FIELD USE AGREEMENT MEMORANDUM OF UNDERSTANDING**

4. **FAILURE TO EXECUTE AMENDMENT.** Any User who fails to execute this Amendment will not be bound by its terms, and the Agreement will expire as to the User on December 31, 2019.
5. **SEVERABILITY.** If any provision of this Amendment is determined to be illegal or unenforceable, this determination shall not affect any other provision of the Amendment or Agreement, and all other provisions shall remain in full force and effect.
6. **ENTIRE AGREEMENT.** This Amendment, combined with the underlying Agreement, constitutes the complete understanding between the City and the Users regarding the “Sports Fields” referenced in the Agreement. Any and all prior agreements, understandings, or representations not expressly preserved by this Amendment are hereby terminated and canceled in their entirety, and are of no further force or effect.
7. **COUNTERPARTS.** The Amendment may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute the same Amendment.

**AMENDMENT NO. 1 TO
2017 FIELD USE AGREEMENT MEMORANDUM OF UNDERSTANDING**

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

CITY OF SIERRA MADRE

By: _____
John Harabedian, Mayor

Date: _____

Attest:

By: _____
Sue Spears, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

**SIERRA MADRE GIRLS SOFTBALL
ASSOCIATION**

By: _____
[Officer, Title]

Date: _____

SIERRA MADRE LITTLE LEAGUE

By: _____
[Officer, Title]

Date: _____

SIERRA MADRE PONY LEAGUE

By: _____
[Officer, Title]

Date: _____

AYSO REGION 2

By: _____
[Officer, Title]

Date: _____

ATTACHMENT

This Amendment No. 1 to the 2017 Field Use Agreement Memorandum of Understanding (“Amendment”) is effective December 30, 2019.

RECITALS

WHEREAS, the City of Sierra Madre (“City”) entered into the 2017 Field Use Agreement Memorandum of Understanding on January 1, 2017 (“Agreement”) with Sierra Madre Girls Softball Association (“SMGSA”), Sierra Madre Little League (“SMLL”), Sierra Madre Pony League (“SMPL”), and AYSO Region 2 (“AYSO”) (collectively, the “Users”);

WHEREAS, the Agreement is set to expire on December 31, 2019;

WHEREAS, the Users did not submit a letter of intent on or before September 30, 2019 to seek an extension under Section 14.1 of the Agreement;

WHEREAS, the City and Users desire to amend the Agreement to extend its term under Section 19 of the Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals set forth above, and the mutual covenants, promises, and conditions set forth herein, the City and Users agree as follows:

1. TEXT AMENDMENT NO. 1. Amend Section 2.1 of the Agreement to read as follows, with additions noted by underlined text and deletions noted by ~~struck-through~~ text:

This agreement shall become effective on January 1, 2017 and shall end December 31, 2019~~2023~~.

2. TEXT AMENDMENT NO. 2. Amend Section 2.2 of the Agreement to read as follows, with additions noted by underlined text and deletions noted by ~~struck-through~~ text:

This Agreement will be in effect for ~~three (3)~~ six (6) years from the date listed in 2.1, with the option of extensions as set forth in Section 15 of this Agreement.

3. EFFECT OF AMENDMENT. Except as expressly modified by this Amendment, the Agreement shall continue in full force and effect according to its terms, and the Parties hereby ratify and affirm the respective rights and obligations under the Agreement, including but not limited to the indemnification obligations and insurance requirements of the Agreement. In the event of any conflict between this Amendment and the Agreement, the provisions of this Amendment shall govern.

**AMENDMENT NO. 1 TO
2017 FIELD USE AGREEMENT MEMORANDUM OF UNDERSTANDING**

4. **FAILURE TO EXECUTE AMENDMENT.** Any User who fails to execute this Amendment will not be bound by its terms, and the Agreement will expire as to the User on December 31, 2019.
5. **SEVERABILITY.** If any provision of this Amendment is determined to be illegal or unenforceable, this determination shall not affect any other provision of the Amendment or Agreement, and all other provisions shall remain in full force and effect.
6. **ENTIRE AGREEMENT.** This Amendment, combined with the underlying Agreement, constitutes the complete understanding between the City and the Users regarding the “Sports Fields” referenced in the Agreement. Any and all prior agreements, understandings, or representations not expressly preserved by this Amendment are hereby terminated and canceled in their entirety, and are of no further force or effect.
7. **COUNTERPARTS.** The Amendment may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute the same Amendment.

**AMENDMENT NO. 1 TO
2017 FIELD USE AGREEMENT MEMORANDUM OF UNDERSTANDING**

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

CITY OF SIERRA MADRE

By: _____
John Harabedian, Mayor

Date: _____

Attest:

By: _____
Sue Spears, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa L. Highsmith, City Attorney

Date: _____

**SIERRA MADRE GIRLS SOFTBALL
ASSOCIATION**

By: _____
[Officer, Title]

Date: _____

SIERRA MADRE LITTLE LEAGUE

By: _____
[Officer, Title]

Date: _____

SIERRA MADRE PONY LEAGUE

By: _____
[Officer, Title]

Date: _____

AYSO REGION 2

By: _____
[Officer, Title]

Date: _____



2017 FIELD USE AGREEMENT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into as of January, 1, 2017, by and among the CITY OF SIERRA MADRE, a municipal corporation, (hereinafter "CITY") and SIERRA MADRE GIRLS SOFTBALL ASSOCIATION (SMGSA), a non-profit, SIERRA MADRE LITTLE LEAGUE (SMLL), a non-profit, SIERRA MADRE PONY LEAGUE (SMPL), a non-profit and AYSO REGION 2, a non-profit.

SIERRA MADRE GIRLS SOFTBALL, SIERRA MADRE LITTLE LEAGUE, SIERRA MADRE PONY LEAGUE and AYSO REGION 2 shall be hereinafter referred to collectively as the USERS. Each of these entities may hereinafter also be referred to individually as the "USER." The USERS and the City shall be referred to hereinafter as "parties" and individually as "party."

RECITALS

1. The CITY has entered into a Shared Facility Use Agreement with the Pasadena Unified School District pursuant to Education Code section 10900 et seq. A copy of the Shared Facility Use Agreement, PUSD Contract RC780, is attached hereto as Exhibit A.
2. Under the Shared Facility Use Agreement, the CITY is authorized under certain conditions to use certain real properties owned by the Pasadena Unified School District for non-school, park and recreation uses. Part of such real property includes sports fields at the Sierra Madre School Lower Campus Field at 141 West Highland Avenue and Sierra Madre School Upper Campus known as Sierra Mesa Field 160 North Canon ("School Fields").
3. On October 25, 2004, the CITY entered into a Conditional Use Agreement with SIERRA MADRE LITTLE LEAGUE, a non-profit, SIERRA MADRE GIRLS SOFTBALL ASSOCIATION, a non-profit, and AYSO REGION 2, a non-profit to Fix the Field at the Sierra Madre School Lower Campus. A copy of the Conditional Use Agreement is attached hereto as Exhibit B.
4. On January 1, 2011, the CITY entered into a Five Year Field Access & Use Agreement Memorandum of Understanding with SIERRA MADRE GIRLS SOFTBALL, SIERRA MADRE LITTLE LEAGUE, SIERRA MADRE PONY LEAGUE and AYSO REGION 2. This Agreement expired on December 31, 2016.
5. The City of Sierra Madre owns and operates community parks, fields, and facilities that it makes available to USERS. For the purpose of this agreement, Heasley Main Field, Heasley Batting Cage, Heasley T-Ball Field and Dapper Field will be referred to as "City Fields"; the City Fields and School Fields at school sites

collectively will be referred to as "Sports Fields".

6. USERS provide community recreation activities consistent with the goals and objectives set forth in the City's Youth Master Plan and the Parks Master Plan and Shared Facility Use Agreement, PUSD Contract RC780. A list of contact information for each USER is attached hereto as Exhibit C.
6. In order to facilitate the orderly use of the Sports Fields by USERS the CITY and each USER now enter into this Memorandum of Understanding for Field Access and Use Agreement under which each USER will have a limited first reserved right to use the Sports Fields in exchange for the consideration set forth herein.
7. The CITY has determined that entering into this Agreement with each USER for the foregoing purpose is advisable and for the best interests of the community and within the goals and policies of the City, the Shared Facility Use Agreement, PUSD Contract RC780 (Exhibit A), and Conditional Use Agreement (Exhibit B)
8. In order to facilitate the orderly use of the Sports Fields by USERS, the CITY and each USER now enter into this Memorandum of Understanding for Field Access and Use Agreement under which each USER will have a limited first reserved right to use the Sports Fields.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein and mutual covenants, promises and conditions set forth herein, the parties hereto agree as follows:

AGREEMENT

1. Grant of Agreement.

CITY hereby grants each USER a first right of reserved use of the Sports Fields, during the times set forth in the schedule with limited use on Sundays as outlined in Exhibit D to the extent permissible under the Shared Facility Use Agreement with the Pasadena Unified School District (Exhibit A).

2. Term of Agreement.

2.1 This agreement shall become effective on January 1, 2017 and shall end December 31, 2019.

2.2 This Agreement will be in effect for three (3) years from the date listed in 2.1, with the option of extensions as set forth in Section 15 of this

Agreement.

- 2.3 The Agreement shall remain in effect until either the Agreement expires under the terms of the agreement or is terminated by the City or USERS in the manner set forth in Section 16 of this Agreement.

3. Scope of Agreement.

- 3.1 The Agreement does not grant an exclusive right to each USER to use the Sports Fields, but only a first right of reserved use as granted by this Agreement and as allowed under the Shared Facility Use Agreement with the Pasadena Unified School District (Exhibit A).
- 3.2 When using the Sports Fields, each USER must abide by all laws, regulations and policies that are applicable to such usage, including but not limited to the Shared Facility Use Agreement, PUSD Contract RC780 (Exhibit A), Conditional Use Agreement (Exhibit B), any applicable City rules and regulations, and any other applicable laws, regulations, and policies.
- 3.3 If the Agreement or enforcement of the Agreement conflicts with the Shared Facility Use Agreement, PUSD Contract RC780 (Exhibit A), and/or the Conditional Use Agreement (Exhibit B), the Shared Facility Use Agreement or Conditional Use Agreement prevails. Nothing in this Agreement shall entitle any USER to use the Sports Fields during such times and in such manner to interfere with the Pasadena Unified School District's use for normal school purposes or otherwise violate the City's obligations to the Pasadena Unified School District under the Shared Facility Use Agreement, PUSD Contract RC780 attached hereto as Exhibit A.
- 3.4 Notwithstanding any first right of reserved use, any use or improvements (other than every day maintenance) of the Sports Fields by any USER under the Agreement is subject to exclusive and final approval by the CITY.
- 3.5 The addition of a new USER must be unanimously approved by USERS and shall require a written amendment to this Agreement signed by all the then-current parties thereto. A USER may withdraw from this Agreement by giving written notice of its intent to do so to the City and by fulfilling any outstanding obligations hereunder by the effective date of that notice of withdraw.
- 3.6 USERS may hold keys to City Field fences and auxiliary buildings to gain

necessary access for USER activates. USERS must annually provide a list to the City naming designated key holders. Duplication of keys to any field or auxiliary building or equipment is prohibited.

4. PERMITTED USAGE OF - SIERRA MADRE MIDDLE SCHOOL FIELD (SIERRA MESA FIELD) - 160 North Canon.

- 4.1 Games on the Northeast Diamond are restricted to age divisions 10 years and younger.
- 4.2 Game on the Northeast Diamond are only permitted from mid-March through mid-May and limited to 1-2 games per week during the months of February and June. No game usage in July, August, September, October, November, December, or January.
- 4.3 There shall be no games or practices on the Northeast Diamond on Sundays with the exception of a maximum of two days for rescheduled games by approval the Community Services Department.
- 4.4 Tractor use for field preparation is restricted to after 8 a.m. on Saturdays and 10:00 a.m. on Sundays.
- 4.5 Weekend hours are restricted to game start times of 10:00 a.m. on Saturdays and 12:00 p.m. on Sundays with the last game to not be scheduled after 2:00 p.m. on Sundays. Access times for the purpose of field prep and warm ups will begin after 8 a.m. for Saturdays and 10:00 a.m. for Sundays.
- 4.6 No field or other artificial lighting installations by the youth sports organizations are permitted.
- 4.7 No public address or sound amplification system installed by the youth sports organizations will be permitted
- 4.8 USERS are responsible for enforcing a buffer zone with appropriate temporary signage and demarcation between residential properties and the playing field where individuals will not be allowed during games.
- 4.9 The use of audio equipment (boom boxes) during games and practices is not permitted.

-
- 4.10 Coaches, parents, and fans will be encouraged to be considerate of neighborhood residences.
 - 4.11 Each USER is to notify residents in a 250 foot radius of playing fields the start of the season 3 weeks before the start of the season. This notification must be done in writing and must provide a name/title and contact information for a USER representative. The notice must also provide clear instructions for recourse for complaints or problems.

5. PROHIBITED USES AT ALL SPORTS FIELDS

In addition to any other use or activity prohibited by the Shared Facility Use Agreement, PUSD Contract RC780 (Exhibit A), and Conditional Use Agreement (Exhibit B,), any applicable City rules and regulations, and any other applicable laws, regulations and policies, the following uses by USERS are prohibited:

- 5.1 Unreasonable treatment of the Sports Fields or any of its facilities.
- 5.2 Locking or leaving unlocked gates or fences without prior permission of the CITY.
- 5.3 Use of artificial lighting of any kind except at Heasley field.
- 5.4 Blocking emergency vehicle ingress or egress at any time.
- 5.5 Improving the Sports Fields without approval of the CITY.
- 5.6 Commercial uses, such as selling merchandise or food by vendors or individuals, without the consent of the CITY.
- 5.7 Use of amplified sound at approved City Fields above 60 decibels as measured from the public streets immediately adjacent to the Sports Fields.
- 5.8 Installation of portable or permanent bleachers without the consent of the City.
- 5.9 Any signage or banners related to an activity of a USER that is posted at the Pasadena Unified School District Sports Fields, shall be removed by the USER at the conclusion of the activity and before the end of each day. This does not apply to Heasley Main Field, Heasley T-Ball Field and Dapper

Field.

- 5.10 The Heasley and Dapper Field Diners will be inspected by the Los Angeles County Department of Health Services. It is the responsibility of SMLL, SMPL and SMGSA to ensure all Health Department requirements are met at both diners. It is the responsibility of Sierra Madre Little League and Sierra Madre Pony League to pay for the Los Angeles County Health Permit to operate the respective snack bars. (The Los Angeles County Health Department may in fact waive this fee with written proof of non-profit status). The Community Services Department must be provided with a copy of the snack bar key in the event the Health Department comes for an inspection.
- 5.11 Vehicles are prohibited from parking on or near the field without prior permission from either the Sierra Madre Police Department or Community Services Department. Prior permission will be displayed in the form of a parking pass/permit issued from the Community Services Department. Delivery vehicles may park near the Diner for loading and unloading only after 4:00 p.m. Monday through Friday.
- 5.12 Use of a field reserved by a USER but used for an event or activity not directly including the USER is prohibited.

6. MAINTENANCE AND IMPROVEMENTS.

- 6.1 Clean-Up. Each USER shall be responsible for the setting up, taking down, and routine cleaning of all equipment and facilities used by the USER. Each USER shall be responsible for collecting all trash and debris related to its use of the Sports Fields. After use of the Sports Fields by a USER, the USER shall return the Sports Fields to a clean and safe condition ready for use.
- 6.2 Routine Maintenance. Each USER is responsible for field maintenance and inspection prior to each use. Each USER shall be jointly and severally liable for the cost of routine maintenance of the Sports Fields that arises from or for their specific activities. The responsibility shall include, but not limited to, maintenance of the fields and any auxiliary or accessory buildings. Routine maintenance does not require pre-approval of CITY personnel. When maintenance is required due to a facility or field to repair damage from multiple parties, the CITY encourages parties to divide the costs and labor of this activity to encourage collaboration. Public Access bathrooms are not considered auxiliary field buildings under the scope of this agreement

with the exception of damages created intentionally or unintentionally by the USERS.

- 6.3 Notices to City of Needed Improvements at Sierra Madre Elementary School Field. Large capital outlays or improvements may be made per the provisions in the Conditional Use Agreement (Exhibit B).
- 6.4 Improvements to Heasley Field, Dapper Field or Sierra Vista Park facilities. Improvements must be approved by the City prior to undertaking. Physical improvements to facilities require that plans be submitted to the City for review and approval by appropriate City representatives. All repairs and improvements must benefit all users and considered a donation to the City. SMLL, SMP or SMGSA will not have exclusive use to any facility unless otherwise stated. Any improvements or additions to the City facilities made by SMLL, SMP, or SMGSA will become property of the City upon completion.
- 6.5 Improvements to School Sports Fields of the Sierra Madre Middle School Field, and Sierra Madre Elementary School Field Improvements must be approved by the Pasadena Unified School District and City prior to undertaking. Physical improvements to facilities require that plans be submitted to the Pasadena Unified School District and City for review and approval by appropriate representatives. All repairs and improvements must benefit all users and considered a donation to the Pasadena Unified School District. USERS will not have exclusive use to any facility unless otherwise stated. Any repairs, improvements, or additions to the Pasadena Unified School District facilities made by USERS will become property of the Pasadena Unified School District upon completion.

7. STATUS OF PARTIES.

- 7.1 The Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, or representative of the CITY by any USER. No USER or any employee, agent, or representative of the USER shall represent to any person or entity that they are agents, servants, employees or representatives of the CITY.
- 7.2 Each USER is solely responsible for the management, supervision, and conduct of the activities of the USER on the Playing Fields.
- 7.3 Each USER shall identify to the City a single representative for purposes of

planning, amendments to the Agreement, issue resolution, and other matters identified by the CITY. The initial representatives are indicated in Exhibit C attached hereto and the City may communicate with those representatives until successors are designated in writing by the USER represented by each.

7.4 Meetings to review the Agreement and other issues shall be held as needed if the City or the USERS determines it necessary.

7.5 To the extent practicable, the CITY shall attempt to facilitate the resolution of disputes or issues between USERS or between the Pasadena Unified School District and a USER. This obligation shall not be construed as jurisdictional prerequisite for any action in law or equity nor shall it create rights against the City subject to judicial or arbitral enforcement.

8. LIABILITY INSURANCE.

Prior to, or upon execution of, this agreement, USERS shall provide the CITY with a Certificate of Insurance evidencing general liability insurance issued by an insurance company accredited in California with AMBEST rating of A-VII or better in the amount of One Million Dollars (\$1,000,000) per occurrence with Two Million Dollars (\$2,000,000) in aggregate. Each User shall name CITY and Pasadena Unified School District as an additional insured with a provision providing CITY and PUSD with not less than ten (10) days prior written notice of policy cancellation. In addition, the USERS shall provide CITY with an "Additional Insured Endorsement" signed by the company issuing the policy or an authorized representative who has the authority to bind the insurance company.

9. INDEMNITY.

Each USER hereby agrees to defend, indemnify and hold harmless CITY and the Pasadena Unified School District, its City Council, officers, agents, volunteers and employees from any liability for property damage or for personal injury, including death, which arise from USERS's use of CITY & SCHOOL District fields, but will not be held liable for any property damage or personal injury that the USERS do not have the ability to control or maintain, including but not limited to, playgrounds, restrooms, accesses, and/or walkways. The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the good faith performance of this Agreement. Accordingly, the provisions of

this indemnity provision are intended by the parties to be interpreted and construed to provide the CITY with the fullest protection possible under the law. The USERS acknowledges that CITY would not enter into this Agreement in the absence of USERS commitment to indemnify and protect CITY as set forth herein. This Section shall survive the termination of or withdrawal from this Agreement.

10. NO ASSIGNMENT.

No USER shall assign or encumber its interest in the Agreement without prior written consent of the CITY, which consent may be withheld at the CITY'S sole discretion.

11. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE.

11.1 Each USER hereby certifies and agrees that, in all matters affecting the Agreement, it will comply with all applicable federal, State and local laws and regulations prohibiting discrimination against employees or participants on the basis of race, sex, creed, religion, national origin, family or marital status or on any other unlawful basis.

11.2 Each USER is responsible to make reasonable accommodations for individuals with disabilities to participate as set forth by the Americans with Disabilities Act. ADA is a civil rights law prohibits discrimination against qualified individuals with disabilities.

12. USE FEES

12.1 Heasley Field Lights.

Heasley Field USERS will be responsible for paying for half the cost of the non-profit hourly light use rate at the fields. The Community Services Department will bill for this service in January and June of each year.

12.2 Public Parks & Recreation Centers Use Policy.

The USERS must abide by the policy and procedures of the City as defined for the USERS classification of "Local Nonprofit". USERS must complete the required application for use of facilities for meetings, sign-ups, fundraisers and other special events. Each USER may have access to reserving additional City parks and/or facilities per this agreement for no more than a total of twelve (12) dates per fiscal year, per organization (non-transferable) for: registration, meetings, opening/closing days, team pictures, etc. A staff member of the Community Services Department will

be assigned as a facility attendant, an hourly fee will be charged for a facility attendant if the parks/facilities are utilized out of the normal operating hours of Monday through Thursday 8:30 a.m. – 6:30 p.m. and alternate Fridays 9:00 a.m. – 6:00 p.m.

Users may rent additional parks and/or facilities throughout the year based on availability and cost per "Local Nonprofit" fees.

13. SCHEDULES.

13.1 The USERS must provide a copy of game and practice schedules to the Community Services Department prior to the beginning of the Fall (August through December) and Spring (January through July) season. Fields may be reserved to other interested parties during the unscheduled times by the Community Services Department. Request for use of fields to be reserved by other interested parties will be double checked by the Director of Community Services, or designee to make sure the field is available before use.

13.2 When one USER does not have activities scheduled at a field to which they are entitled, they may, at their own discretion, grant field access to another USER. Time slots will be traded on a one-for-one basis.

13.3 If, during the course of this agreement, any of the above venues becomes useless or unavailable, access to all fields will be open to renegotiation.

13.4 Subject to the other terms and conditions of this agreement, the USERS will have access to the fields from January 1, 2017 through December 31, 2019. The USERS shall prepare and submit to CITY, upon execution of this agreement, a schedule of dates and time of use of fields.

13.5 The City may close the fields in the event of inclement weather or unsafe conditions.

13.6 A copy of the Field Scheduled Use is attached hereto as Exhibit D.

14. EXTENSION OF AGREEMENT.

This Agreement may be renewed or extended of CITY's sole discretion for two additional three-year terms pursuant to the following process:

14.1. The USERS may seek an extension of this Agreement by submitting a letter of intent on or before August 30th of the year it is otherwise set for termination.

14.2. On or before October 31st, the City shall respond in writing to USERS' letter of intent to request extension, setting forth its decision.

15. TERMINATION OF AGREEMENT.

15.1 If any USER violates any provision of the Agreement, the CITY may terminate the Agreement as to that USER by providing five (5) days written notice. In the case of a first violation (i.e., the provision of the agreement that was violated has not previously been violated during the term of the agreement), then the City may not terminate unless and until the violation has not been cured within 30 days of written notice by the CITY of said violation. Users may submit an appeal or request for additional time to correct violations to City.

15.2 If the City violates any provision of the Agreement, a USER may terminate the agreement as to that USER if the violation is not cured within 30 days of written notice of said violation addressed to the Director of Community Services and the other USERS.

15.3 If the Shared Facility Use Agreement, PUSD Contract RC780 (Exhibit A), and Conditional Use Agreement (Exhibit B) is terminated or suspended for any reason, this Agreement shall be terminated or suspended, accordingly, concurrently with termination or suspension of the Shared Facility Use Agreement or Conditional Use Agreement.

16. SEVERABILITY.

If any provision in the Agreement is not held to be enforceable by a court of competent jurisdiction, such holding shall not affect any other provision of the Agreement and the Agreement shall then be construed as if such unenforceable provisions were not parts hereof.

17. ADMINISTRATION.

The Community Services Department for the CITY is hereby appointed to administer this agreement and the right granted hereunder on behalf of CITY and is authorized to act on behalf of the CITY wherever and whenever this agreement calls for action by the CITY. Upon notice of termination, CITY and the USERS shall

comply with all the provisions of Section 15.

18. NOTICES.

Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be served by personal delivery or by certified mail addressed to the following addresses, unless and until different addresses may be furnished in writing by either party to the other, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and shall be valid and sufficient service of notice for all purposes:

CITY	Ryan Baker, Director of Library and Community Services City of Sierra Madre 232 W. Sierra Madre Blvd. Sierra Madre, CA 91024
------	---

USERS	Authorized Representative Name of Organization Address City, State Zip Code Telephone Number Including Area Code
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Notice to a USER shall be provided to its representatives as designated under paragraph STATUS OF PARTIES 7.3 of this Agreement at such address as the CITY has on file when the notice is given.

19. ENTIRE AGREEMENT.

This agreement constitutes the complete understanding between the CITY and the USERS relative to use of the "fields and facilities". Any and all prior agreements, understandings, or representations of any kind are hereby terminated and cancelled in their entirety, and are no further force or effect. No modification of the terms of this agreement shall be effective unless agreed to in writing and signed by the CITY and USERS.

20. COUNTERPARTS.

The Agreement may be simultaneously executed in any number of counterparts,

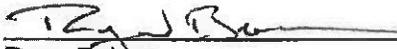
each of which when so executed shall be deemed to be an original, but all together shall constitute but one the same lease.

IN WITNESS WHEREOF, the City of Sierra Madre has by motion duly adopted by the City Council, caused the Agreement to be signed by its Mayor and attested by its City Clerk, and each USER identified below caused these presents to be signed on its behalf, as of the day and year first written above.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duty authorized representatives.

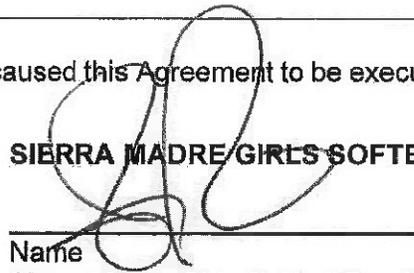
CITY OF SIERRA MADRE



Name
Ryan Baker
Director of Library and Community Services

Date: 1/2/17

SIERRA MADRE GIRLS SOFTBALL



Name
Sierra Madre Girls Softball President

Date: 1/26/17

SIERRA MADRE LITTLE LEAGUE



Name
Sierra Madre Little League President

Date: 1/26/17

SIERRA MADRE PONY LEAGUE



Name
Sierra Madre Pony LEAGUE

Date: 2/9/17

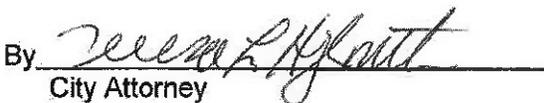
AYSO REGION 2



Name
AYSO Region 2 President - VICE PRESIDENT

Date: 1-26-2017

Approved as to form:

By 

City Attorney

Date: _____

EXHIBIT A
CITY OF SIERRA MADRE AND PASADENA UNIFIED SCHOOL DISTRICT
SHARED FACILITY USE AGREEMENT
PUSD Contract RC780

PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Report No. 172-3

Date December 12, 2000

To the Superintendent of Schools:

Request for authorization of the following recommendation is presented for your approval, subject to the action of the Board of Education.

APPROVE CONTRACT RC780
BETWEEN THE DISTRICT AND
THE CITY OF SIERRA MADRE

Purpose _____

I. PROPOSAL

It is proposed that the Governing Board of the Pasadena Unified School District approve Contract RC780 with the City of Sierra Madre regarding the use of facilities for recreational and educational programs.

II. BACKGROUND

Contract RC780, a successor agreement to Contract P346 (1977), delineates the terms under which the District and the City of Sierra Madre will cooperate in the sharing/use of facilities in both jurisdictions. It follows from negotiations between the District (as represented by Mr. Banis) and City officials in Sierra Madre over the past year and parallels the terms contained in the District's Agreement with the City of Pasadena (RC452). Actual use of particular District facilities at particular times is expedited via the City Center permit process under the provisions of Paragraph 6.

III. BUDGET

There are minor administrative costs following from the Agreement.

IV. RECOMMENDATION

It is recommended that the Governing Board of the Pasadena Unified School District approve Contract RC780 with the City of Sierra Madre regarding the use of facilities for recreational and educational programs.

Prepared by: Dennis M. Wanstrath, Director
Purchasing and Stores Services

Presented by: Dave Banis
Special Assistant to Superintendent
Measure Y

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date:

Signed _____

David L. Jaynes

Title Assistant Superintendent for Business Services

Recommended by _____

Superintendent

USER DEPARTMENT

CITY OF SIERRA MADRE AND PASADENA UNIFIED SCHOOL DISTRICT
SHARED FACILITY USE AGREEMENT

PUSD Contract RC780

This AGREEMENT is made and entered into between the PASADENA UNIFIED SCHOOL DISTRICT, a public school district, hereinafter referred to as the "District", and the CITY OF SIERRA MADRE, a municipal corporation, hereinafter referred to as the "City".

RECITALS

WHEREAS, Chapter 10, Part 7 of Division 1 of the Education Code of the State of California authorizes and empowers public school districts and municipalities to cooperate with each other and to that end enter into agreements with each other for the purpose of improving facilities, organizing, promoting and conducting programs of recreation and education for children and adults; and

WHEREAS, the execution of this Agreement is authorized pursuant to laws applicable to each of the parties hereto; and

WHEREAS, the District is the owner of certain real properties, utilized by it to carry out its function as a school district, portions of which can be used for park and recreation facilities and use; and

WHEREAS, the City is the owner of certain real properties, utilized by it to carry out its functions as a municipality, portions of which can be used for park and recreation facilities and uses; and

WHEREAS, it is in the public interest that the recreational facilities of public agencies be put to the fullest possible use; and

WHEREAS, the City and District desire to establish a basis for the cooperative use of their respective facilities located within their respective boundaries so that said facilities will be put to the fullest possible use; and

WHEREAS, the governing bodies of both the City and District have heretofore found the execution of this Agreement is necessary and in the public interest; and

WHEREAS, the City and District desire to establish a basis for improvement of City/District recreation, athletic facilities for potential expansion of program sites and programs;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The general purpose of this Agreement is to provide, by the joint participation of District and City, for additional and better utilized public recreational services and facilities of all types. Specifically, it is the desire of the parties to provide, by this agreement the improvement of City/District facilities as funded by Los Angeles County Regional Park and Open Space District Grant and other such sources. Additionally, this Agreement shall serve as confirmation that both parties agree to shared use of facilities when such uses do not conflict with normal purposes.

2. TERM OF AGREEMENT

The term of this Agreement shall be for a period of twenty-five (25) years from and after the date of execution hereof. Either party may terminate this agreement by giving the other party one hundred eighty (180) days written notice of intent to so terminate. Where a party gives such notice of intent to terminate, this Agreement shall be deemed to have been terminated, for all purposes, as of the one hundred eighty-first (181) day after the giving of such notice of intent to terminate.

3. ASSIGNMENT OF FACILITIES

District facilities will be reserved to the City by making application for a permit to the District's Civic Center Office. City facilities will be reserved by making application for a permit to the City's Recreation Department. The District gives the City permission, once the District has approved and issued the permit to the City and with a District staff person in attendance at the distribution meeting(s), to distribute those facilities to the City's community organizations.

4. SCHEDULING AND PROGRAM PLANNING

The designees of the City and District will meet as necessary for the purpose of planning and coordinating programs and utilization of facilities. The City agrees not to use District property during such times and in such a manner as to interfere with District's use for normal school purposes.

A. Priorities

Meetings will be held from time to time to review the order of priority set forth in this Agreement and to assess the efficiency of the application process.

1) District Owned Facilities

- First Priority School-Oriented Programs
- Second Priority City of Sierra Madre - Recreation Department
- Third Priority Community Youth Serving Organizations
- Fourth Priority Agencies not within boundaries of P.U.S.D.

2) City Owned Facilities

- First Priority City of Sierra Madre - Recreation Department
- Second Priority School-Oriented Programs
- Third Priority Local non-profit or community group activities
- Fourth Priority Private Groups or Individuals

The parties agree that all District property and all City property are included in this agreement. However, as the City is aware that the District has a similar Agreement with the City of Pasadena, in the case of facilities within the city limits of Sierra Madre, the City of Sierra

Madre shall have first priority and the City of Pasadena second priority. Where the facility is located within the city boundaries of Pasadena, the City of Pasadena shall have first priority and the City of Sierra Madre second priority.

5. USE FEES

Neither party shall impose any charge or fee on the other party for the use of any facility to which this Agreement applies. Direct costs incurred may be charged to using party for services, if mutually agreed upon in writing as authorized by the respective Policy Board / Council. Using party shall not charge the using public a fee in excess of its costs.

6. APPLICABLE LAWS AND REGULATIONS

Each of the parties, in the use of the other's facilities, shall abide by all laws, which are applicable to such usage, including, but not limited to, rules and regulations issued by the party which owns and operates such facilities.

7. MAINTENANCE OF FACILITIES

In the scheduling process, once a year, the parties shall enter into an M.O.U. specifying the responsibilities for maintenance of the permitted facilities. In addition, each party shall maintain the other party's facilities in a clean and sanitary condition during the times that said facility is under its control. Prior to the start of each scheduled event and upon conclusion of usage of each event, each party shall participate in an inspection of facilities to make sure that all conditions were the same when the using party initiated activity.

8. SUPERVISION AT FACILITY

The District or City shall furnish such supervision as that party deems required during the periods of use of the other's facilities. Users of improved facilities not associated with City/District shall provide appropriate supervision as required by authorizing agency.

9. DAMAGE TO FACILITIES

The party using facilities or equipment of the other pursuant to this Agreement will reimburse the owner for the cost of repairing and restoring to a like new condition as a result of any damage done to said facilities or equipment during the period of such use other than attributed to ordinary and reasonable use. Prior to reimbursement of costs, respected parties will agree upon what is available for use and establish a cost based upon replacement and/or restoration of said equipment.

10. LIABILITY INSURANCE

The City and District understand that the other is a governmental entity, duly organized under the laws of the State of California, and that each has liability insurance or is legally self-insured under the laws of the State of California which insurance is adequate to insure against foreseeable claims. Accordingly, additional insurance shall not be required of either City or District because of this Contract.

11. INDEMNITY

A. City's Negligence

City shall indemnify, hold harmless and defend District from any and all liability damages (whether in contract or in tort, including personal injury, death at any time, or property

damage), costs and financial loss, including all costs and expenses of litigation or arbitration, that result and are claimed to have resulted directly or indirectly solely from the wrongful or negligent acts of City or its officers, employees, agents or subcontractors in the performance of this Contract.

B. District's Negligence

District shall indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer and employee of City, from any and all liability damages (whether contract or in tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, that result and are claimed to have resulted directly or indirectly solely from the wrongful or negligent acts of District or its officers, employees, agents, or subcontractors in the performance of this Contract.

C. Joint and Concurrent Negligence

With respect to any and all liability damages (whether in contract or in tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, that result and are claimed to have resulted from the joint or concurrent negligence of City and District, each party agrees to assume responsibility in proportion to the degree of its respective negligence.

12. NOTICES

Notices given pursuant to this Agreement shall be given by personal service upon the party to be notified, or, by United States mail, postage prepaid, addressed as follows:

City: City Administrator
City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

District: Superintendent of Schools,
Pasadena Unified School District
351 South Hudson Avenue
Pasadena, CA 91109

13. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding between the City and the District relative to use of all facilities including those improved facilities funded by the Los Angeles County Regional Park and Open Space District Grant. No modification of the terms of this Agreement shall be effective unless agreed to in writing and signed by the City and District.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DATED:

CITY OF SIERRA MADRE

ATTEST:

Nancy Lee Spitzerberg
City Clerk

[Signature]
City Council

95-6000796
PASADENA UNIFIED SCHOOL DISTRICT

[Signature]
Superintendent of Schools

EXHIBIT B
"FIX THE FIELD' CONDITIONAL USE AGREEMENT – OCTOBER 25, 2004

CONDITIONAL USE AGREEMENT

This Conditional Use Agreement (the "Agreement") is made and entered into as of October 25, 2004, by and among the CITY OF SIERRA MADRE, a municipal corporation, hereinafter referred to as the "CITY," and SIERRA MADRE LITTLE LEAGUE, a non-profit, SIERRA MADRE GIRLS SOFTBALL ASSOCIATION, a non-profit, and AYSO REGION 2, a non-profit.

SIERRA MADRE LITTLE LEAGUE, SIERRA MADRE GIRLS SOFTBALL ASSOCIATION, and AYSO REGION 2 shall be hereinafter referred to collectively as the USERS. Each of these entities may hereinafter also be referred to individually as "USER." The USERS and the City shall be referred to hereinafter as "parties" and individually as "party."

RECITALS

- A. The CITY has entered into a Shared Facility Use Agreement with the Pasadena Unified School District pursuant to Education Code section 10900 *et seq.* A copy of the Shared Facility Use Agreement is attached hereto as Exhibit A.
- B. Under the Shared Facility Use Agreement, the CITY is authorized under certain conditions to use certain real properties owned by the Pasadena Unified School District for non-school, park and recreation uses. Part of such real property includes sports fields of the Sierra Madre Lower Campus School (the "Sports Fields"). Sierra Madre Lower Campus School is located at 141 W. Highland Avenue, Sierra Madre, California.
- C. USERS provide community recreation activities as defined in Education Code section 10900 *et seq.* A list of contact information for each USER is attached hereto as Exhibit B.
- D. In order to facilitate the orderly use of the Sports Fields by USERS and the continued funding of the maintenance of the Sports Fields, the CITY and each USER now enter into this conditional use agreement under which each USER will have a limited first reserved right to use the Sports Fields in exchange for the consideration set forth herein, including the continued funding of the maintenance of the Sports Fields.
- E. The CITY has determined that entering into the Agreement with each USER for the foregoing purpose is advisable and for the best interests of the community and within the goals and policies of the City, the Shared Facility Use Agreement, and Education Code section 10900 *et seq.*

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein and the mutual covenants, promises and conditions set forth herein, the parties hereto agree as follows:

1.0 EFFECTIVE DATE

1.1 The Agreement shall become effective on November 1, 2004 (the "Effective Date").

2.0 RIGHT OF FIRST RESERVED USE

2.1 The CITY grants each USER a first right of reserved use of the Sports Field during the times set forth in the schedule attached hereto as Exhibit C. It is understood that generally such use shall commence not earlier than 3:45 p.m. on weekdays and 8:00 a.m. on Saturdays. It is understood that generally such use shall continue no later than 20 minutes after sunset. The Agreement does not permit use on Sundays.

2.2 The Agreement does not grant an exclusive right to each USER to use the Sports Field, but only a first right of reserved use as granted by the Agreement.

2.3 When using the Sports Field, each USER must abide by all laws, regulations, and policies that are applicable to such usage, including but not limited to Education Code section 10900 *et seq.*, the Shared Facility Use Agreement, any applicable City rules and regulations, and any other applicable laws, regulations, and policies.

2.4 If the Agreement or enforcement of the Agreement conflicts with Education Code section 10900 *et seq.* or the Shared Facility Use Agreement, Education Code section 10900 *et seq.* or the Shared Facility Use Agreement prevails. Nothing in this Agreement shall entitle any USER to use the Sports Fields during such times and in such manner as to interfere with the Pasadena Unified School District's use for normal school purposes or otherwise violate the City's obligations to the Pasadena Unified School District under the Shared Facility Use Agreement attached hereto as Exhibit A.

2.5 Notwithstanding any first right of reserved use, any use or maintenance of the Sports Fields by any USER under the Agreement is subject to exclusive and final approval by the CITY.

2.6 The addition of a new USER must be unanimously approved by USERS and shall require a written amendment to this Agreement signed by all the then-current parties thereto. A USER may withdraw from this Agreement by giving written notice of its intent to do so to the City and by fulfilling any outstanding obligations hereunder by the effective date of that notice of withdrawal.

3.0 TERM

3.1 The Agreement shall remain in effect until terminated by City on not less than 30 days notice to all then-current USERS or by withdrawal of all USERS as provided in paragraph 2.6 above or paragraph 11.1 or 11.2.

4.0 PERMITTED USES

4.1 Each USER shall engage in only the sports activities (practices and games) officially associated with the USER.

4.2 AYSO REGION 2 shall engage in practices and games only for U10 Division and below. SIERRA MADRE LITTLE LEAGUE shall engage in practices and games only for major league and below. SIERRA MADRE GIRLS SOFTBALL ASSOCIATION shall engage in practices and games only for U14 and below. These limitations are for purposes of public health and safety and field maintenance and are required because of the size, nature, and situation of the Sports Fields.

4.3 Each USER has the right to use the restroom facilities as provided on site, if they are otherwise regularly open, and has the right to move portable facilities to a location on or near the Sports Fields as mutually agreed upon by the CITY and the USER.

4.4 Each USER has the right to store equipment on site as mutually agreed upon by the CITY, USER, and the Pasadena Unified School District.

4.5 Each USER has the right to provide for field line layouts and painting consistent with the sport activity and design of the venue.

4.6 Each USER has the right to adequate ingress and egress of the Sports Fields.

4.7 Each USER has the right to access and use water fountains on or near the Sports Fields.

4.8 Each USER has the right to access and reasonable use of the existing trash receptacles on or near the Sports Fields.

4.9 Each USER has the right to engage in or sponsor fundraising concessions and activities upon approval by the CITY.

4.10 Each USER shall use the Sports Fields in a reasonable manner.

4.11 Each USER shall ensure appropriate adult supervision during its use of the Sports Fields.

5.0 PROHIBITED USES

In addition to any other use or activity prohibited by Education Code section 10900 *et seq.*, the Shared Facility Use Agreement, any applicable City rules and regulations, and any other applicable laws, regulations, and policies, the following uses by USERS are prohibited:

5.1 Unreasonable treatment of the Sports Fields or any of its facilities.

5.2 Locking gates or fences without express permission of the CITY or the Pasadena Unified School District.

- 5.3 Use of artificial lighting of any kind.
- 5.4 Blocking emergency vehicle ingress or egress at any time.
- 5.5 Improving the Sports Fields without approval of the CITY.
- 5.6 Commercial uses, such as selling merchandise or food by vendors or individuals, without the consent of the CITY.
- 5.7 Use of amplified sound above 60 decibels as measured from the public streets immediately adjacent to the Sports Fields.
- 5.8 Installation of portable or permanent bleachers without the consent of the City.
- 5.9 If any signage or banners related to an activity of a USER are posted at the Sports Fields, the USER shall remove or cause to be removed such signage or banners at the conclusion of the activity and before the end of each day.

6.0 MAINTENANCE AND IMPROVEMENTS

6.1 Routine Clean-Up. Each USER shall be responsible for the setting up, taking down, and routine cleaning of all equipment and facilities used by the USER. Each USER shall be responsible for collecting all trash and debris related to its use of the Sports Fields. After use of the Sports Fields by a USER, the USER shall return the Sports Fields to a clean and safe condition ready for use by students, teachers, District personnel, or another USER.

6.2 Routine Maintenance. Each USER shall be joint and severally liable for the cost of routine maintenance of the Sports Fields. The responsibility shall include, but not be limited to, maintenance of the fields and any auxiliary or accessory buildings. Routine maintenance by definition shall only be required due to normal wear and tear. Normal wear and tear includes but is not limited to bare and worn spots on the Sports Field, aeration, repair berms, and damaged sprinkler heads.

6.3 Improvement Fund. Each USER shall contribute an annual donation into an improvement fund to be maintained by the Sierra Madre Community Foundation. For the first year of the Agreement, the annual donation shall be \$3,000 per USER. For each successive year thereafter, the annual donation shall be mutually determined by the CITY and the USERS.

6.4 Notice to City of Needed Improvements and City Obligation. The USERS shall meet and inform the CITY in writing of any and all necessary large capital outlays or improvements that the USERS deem necessary either immediately or for the commencement of the upcoming sports season. Upon a majority vote by USERS, the CITY shall coordinate with the Sierra Madre Community Foundation over the expenditure of improvement fund for contract work on the Sports Fields for the large capital outlay or improvement requested by the majority of USERS. The CITY is responsible for managing such contract work. The improvement maintenance fund

shall not be used for routine maintenance or damage arising from misuse or abuse of the Sports Fields, which shall instead be the responsibility of the USER causing or allowing that misuse or abuse. A portion of the maintenance fund shall be reserved for periodic large outlays or capital projects.

7.0 STATUS OF PARTIES

7.1 The Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, or representative of the CITY by any USER. No USER or any employee, agent, or representative of the USER shall represent to any person or entity that they are agents, servants, employees, or representatives of the CITY.

7.2 Each USER is solely responsible for the management, supervision, and conduct of the activities of the USER on the Playing Fields.

7.3 Each USER shall identify to the City a single representative for purposes of planning, amendments to the Agreement, issue resolution, and other matters identified by the CITY. The initial representatives are indicated in Exhibit B attached hereto and the City may communicate with those representatives until successors are designated in writing by the USER represented by each.

7.4 Meetings to review the Agreement and other issues shall be held quarterly, or more frequently if the City or the USERS determines it necessary.

7.5 To the extent practicable, the CITY shall attempt to facilitate the resolution of disputes or issues between USERS or between the Pasadena Unified School District and a USER. This obligation shall not be construed as jurisdictional prerequisite for any action in law or equity nor shall it create rights against the City subject to judicial or arbitral enforcement.

8.0 HOLD HARMLESS, INDEMNIFICATION, AND INSURANCE

8.1 Each USER hereby indemnifies, defends, and holds harmless the CITY, its officers, officials, agents, employees, and volunteers ("the Indemnified Parties"), from any and all claims, suits, losses, penalties, liability, costs, including attorney's fees, and actions of every name, kind, and description, to the extent cause by, arising out of, or in connection with the indemnifying party's actual or alleged acts or omissions pursuant to the Agreement ("a Claim"). An indemnifying party's indemnification obligation shall not be limited to insurance proceeds, if any, received by the indemnifying party. This Section 8.1 shall survive the termination of or withdrawal from this Agreement.

8.2 Each USER shall maintain comprehensive liability insurance in an amount and form established from time to time by the CITY to protect the Indemnified Parties from any Claim. Each USER shall name the CITY and the other Indemnified Parties as an additional insured on said liability insurance.

9.0 NO ASSIGNMENT

9.1 No USER shall assign or encumber its interest in the Agreement without prior written consent of the CITY, which consent may be withheld at the CITY'S sole discretion.

10.1 NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE

10.1 Each USER hereby certifies and agrees that, in all matters affecting the Agreement, it will comply with all applicable federal, State and local laws and regulations prohibiting discrimination against employees or participants on the basis of race, sex, creed, religion, national origin, family or marital status or on any other unlawful basis.

11.0 TERMINATION OF AGREEMENT

11.1 If any USER violates any provision of the Agreement, the CITY may terminate the agreement as to that USER if the violation is not cured within 30 days of notice of said violation. If the City violates any provision of the Agreement, a USER may terminate the agreement as to that USER if the violation is not cured within 30 days of notice of said violation.

11.3 If the Shared Facility Use Agreement is terminated or suspended for any reason, the Agreement shall be terminated or suspended, accordingly, concurrently with termination or suspension of the Shared Facility Use Agreement.

12.0 SEVERABILITY

If any provision in the Agreement is held to be unenforceable by a court of competent jurisdiction, such holding shall not affect any other provision of the Agreement and the Agreement shall then be construed as if such unenforceable provisions were not parts hereof.

13.0 NOTICE

If the Agreement permits or requires notice to the City, such notice is not effective unless it is in writing to:

To CITY: CITY OF SIERRA MADRE
City Hall
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Attn: Michelle Keith, Community Services Director

With a courtesy copy to

Michael G. Colantuono
Sierra Madre City Attorney
555 West Fifth Street, 31st Floor
Los Angeles, CA 90013-1018

Notice to a USER shall be provided to its representative as designated under paragraph 7.3 of this Agreement at such address as the City has on file when the notice is given.

14.0 ENTIRE AGREEMENT

This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, or representations of any kind are hereby terminated and canceled in their entirety, and are of no further force or effect. No amendment, change, or modification of the Agreement shall be valid unless in writing and signed by all of the parties hereto.

16.0 COUNTERPARTS

The Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same lease.

IN WITNESS WHEREOF, the City of Sierra Madre has by motion duly adopted by the City Council, caused the Agreement to be signed by its Mayor and attested by its City Clerk, and each USER identified below caused these presents to be signed on its behalf, as of the day and year first above written.

CITY OF SIERRA MADRE

By _____
Robert Stockly, Mayor

ATTEST:

Nancy Shollenberger, City Clerk

APPROVED AS TO FORM:

Michael G. Colantuono
City Attorney

EXHIBIT C
A LIST OF CONTACT INFORMATION FOR EACH USER

Sierra Madre Girls Softball Association

PO BOX 1055
Sierra Madre, CA 91025-4055

Email: president@smgsa.org

Sierra Madre Little League

PO BOX 944
Sierra Madre, CA 91025

Email: sierramadrelittleleague@gmail.com

Sierra Madre Pony League

PO BOX 232
Sierra Madre, CA 91025

Email: stuff4edgar@msn.com

AYSO Region 2

PO BOX 1144
Monrovia, CA 91017

Email: Commissioner@ayso2.com; arc@ayso2.com

EXHIBIT D
FIELD SCHEDULED USE

All user groups/organizations that utilize these fields, will work through the City of Sierra Madre Community Services Department to establish a "good neighbor policy." When one organization does not have activities scheduled at a field to which they are entitled, they may, at their own discretion, grant field access to the other organization. Time slots will be traded on a one-for-one basis.

If, during the course of this agreement, any of the above venues becomes useless or unavailable, access to all fields will be open to renegotiation.

Dapper Field - 611 East Sierra Madre Blvd, Sierra Madre, CA 91024
Field closed for maintenance August, December and January

Fall Season (August-December)

Sierra Madre PONY League

Mondays 3:00 p.m. to dusk
Tuesdays 3:00 p.m. to dusk
Wednesdays 3:00 p.m. to dusk
Thursdays 3:00 p.m. to dusk
Fridays 3:00 p.m. to dusk
Saturdays 9:00 a.m. to 6:00 p.m.
Sundays 9:00 a.m. to 6:00 p.m.

Spring Season (January-July)

Sierra Madre PONY League

Mondays 3:00 p.m. to dusk
Tuesdays 3:00 p.m. to dusk
Wednesdays 3:00 p.m. to dusk
Thursdays 3:00 p.m. to dusk
Fridays 3:00 p.m. to dusk
Saturdays 9:00 a.m. to 6:00 p.m.
Sundays 9:00 a.m. to 6:00 p.m.

HEASLEY MAIN FIELD, T-BALL FIELD, AND BATTING CAGE - 611 East Sierra Madre Blvd, Sierra Madre, CA 91024

Fall Season (August-December)

City Adult Softball League (administred by YMCA)

Program will not operate during the Spring season March – June. The City’s Adult Softball Program may have access during the off-season up to 3 nights a week for games the remaining parts of the year

Sierra Madre Little League

Mondays Until 10:00 p.m.
Tuesdays Until 10:00 p.m.
Wednesdays Until 10:00 p.m.
Saturdays Until 10:00 p.m.

Sierra Madre Girls’ Softball

Thursdays Until 10:00 p.m.
Fridays Until 10:00 p.m.
Sundays Until 9:00 p.m.

Spring Season (January-July) Alternative “A”

(This alternative is in affect if Sierra Madre Girls’ Softball is able to secure a lighted field outside of this Agreement on a Thursday or Friday with the same time access as their respective reserved day. In the event that a field is secured on BOTH a Thursday and Friday, SMLL and SMGSA will decide which day to alternate)

Sierra Madre Little League

Mondays Until 10:00 p.m.
Tuesdays Until 10:00 p.m.
Wednesdays Until 10:00 p.m.
Saturdays Until 10:00 p.m.

AND

Alternate Thursdays until 10:00 p.m. *only if* SMGSA outside secured day is a Thursday

OR

Alternate Fridays until 10:00 p.m. *only if* SMGSA outside secured day is a Friday

Sierra Madre Girls’ Softball

Thursdays Until 10:00p.m. *but* alternate with SMLL *if* outside secured day is a Thursday
Fridays Until 10:00p.m. *but* alternate with SMLL *if* outside secured day is a Friday

Sundays Until 9:00 p.m.

Spring Season (January-July) Alternative "B"
(This alternative is in affect if Sierra Madre Girls' Softball is unable to secure a lighted field outside of this Agreement on a Thursday or Friday)

Sierra Madre Little League

Mondays	Main Field	Until 10:00 p.m.
Mondays	T-Ball Field	Until 10:00 p.m.
Tuesdays	Main Field	Until 10:00 p.m.
Tuesdays	T-Ball Field	Until 10:00 p.m.
Wednesdays	Main Field	Until 10:00 p.m.
Wednesdays	T-Ball Field	Until 10:00 p.m.
Thursdays	T-Ball Field	Until 6:15 p.m.
Fridays	T-Ball Field	Until 6:15 p.m.
Saturdays	Main Field	Until 10:00 p.m.
Saturdays	T-Ball Field	Until 10:00 p.m.
Sundays	Main Field	Until 11:00 a.m.
Sundays	T-Ball Field	Until 11:00 a.m.

Sierra Madre Girls' Softball

Thursdays	Main Field	Until 10:00 p.m.
Thursdays	T-Ball Field	6:15 p.m. to 10:00 p.m.
Fridays	Main Field	Until 10:00 p.m.
Fridays	T-Ball Field	6:15 p.m. to 10:00 p.m.
Sundays	Main Field	11:00 a.m. to 9:00 p.m.
Sundays	T-Ball Field	11:00 a.m. to 9:00 p.m.

Special Provision – SMGSA will have access to Heasley Fields on the Saturday before Mothers' Day and one additional Saturday during March to be decided by agreement with SMLL.

SIERRA MADRE MIDDLE SCHOOL FIELD (SIERRA MESA FIELD) – 160 North Canon, Sierra Madre, CA 91024 - (Agreement is contingent upon the City of Sierra Madre granting exclusive field use permits to SMSA and SMLL, as organizations with second priority access after Pasadena Unified School District).

Weeday access time subject to approval by School Principal.

Sundays – Restricted use, there shall be no games or practices on the Northeast Diamond on Sundays with the exception of a maximum of two days for scheduled games by approval of the City.

Fall Season (August-December)

Sierra Madre Little League

Mondays 4:30 p.m. to dusk
Thursdays 4:30 p.m. to dusk
Sundays 12:00 p.m., last game not scheduled after 2:00 p.m.

Sierra Madre Girls' Softball

Tuesdays 4:30 p.m. to dusk
Wednesdays 4:30 p.m. to dusk
Fridays 4:30 p.m. to dusk

AYSO Region 2

Saturdays 10:00 a.m. to dusk

Spring Season (January-July)

Sierra Madre Little League

Mondays 4:30 p.m. to dusk
Thursdays 4:30 p.m. to dusk
Sundays 12:00 p.m., last game not scheduled after 2:00 p.m.

Sierra Madre Girls' Softball

Tuesdays 4:30 p.m. to dusk
Wednesdays 4:30 p.m. to dusk
Fridays 4:30 p.m. to dusk

Saturdays 10:00 a.m. to dusk

SIERRA MADRE ELEMENTARY SCHOOL FIELD - 141 West Highland Avenue Sierra Madre, CA 91024 - (Agreement is contingent upon the City of Sierra Madre granting exclusive field use permits to SMSA and SMLL, as organizations with second priority access after Pasadena Unified School District).

August 1 - 15 fields closed for maintenance.

No use permitted Sundays per the Fix the Field Agreement.

Weekday access subject to approval by school principal.

Fall Season (August-December)

AYSO Region 2

Mondays 4:30 p.m. to dusk

Tuesdays 4:30 p.m. to dusk

Wednesdays 4:30 p.m. to dusk

Thursdays 4:30 p.m. to dusk

Fridays 4:30 p.m. to dusk

Saturdays 10:00 a.m. to dusk

Spring Season (January-July)

Sierra Madre Little League

Mondays 4:30 p.m. to dusk

Wednesdays 4:30 p.m. to dusk

Thursdays 4:30 p.m. to dusk

Saturdays 10:00 a.m. to dusk

Sierra Madre Girls' Softball

Tuesdays 4:30 p.m. to dusk

Fridays 4:30 p.m. to dusk



City of Sierra Madre Agenda Report

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

Sue Spears, City Clerk
Michael Amerio City Treasurer

TO: Honorable Mayor and Members of the City Council

INITIATED: Jim Hunt, Interim Chief of Police

REVIEWED BY: Gabriel Engeland, City Manager

DATE: December 10, 2019

SUBJECT: ANIMAL CONTROL SERVICES

STAFF RECOMMENDATION

Staff recommends the City Council authorize the City Manager to terminate the agreement with the Pasadena Humane Society (PHS), or allow the current agreement to expire, and authorize the City Manager to enter into an agreement with the animal control service provider with the most responsive quote to provide the city with animal control services.

ALTERNATIVES

1. Authorize the City Manager to terminate the agreement with the Pasadena Humane Society, or allow the current agreement to expire, and enter into an agreement with the animal control service provider with the most responsive quote to provide the city with animal control services.
2. Enter into an agreement with the Pasadena Humane Society for animal control services if they are the most responsive bidder.
3. Direct staff to explore other alternatives for animal control services.

SUMMARY

The City of Sierra Madre is in its fifth year of a contract with the Pasadena Humane Society for animal control services. The current contract expires on June 30, 2020. Recently staff learned from other San Gabriel Valley cities that PHS was increasing their rates to three times or more over what they had been paying the prior year with little or no explanation from PHS as to why the rates increased.

Staff contacted the Director and key staff of PHS and met with them about what they proposed to charge the City of Sierra Madre for animal control services if the City chose to enter into a new agreement with them. PHS proposed a cost of \$77,671.60 for the same services the City currently receives for \$20,301.23. PHS did not provide any details as to how they came to the increase in costs and were unable to explain the methodology used to justify the almost quadrupling of cost to Sierra Madre residents for the same services. In fact, some of the data PHS relied on for determining use of their services indicated the City could be billed as much as three different ways for an individual call for service.

The current five-year contract already has built in increases in fees each year for cost of living, up to a maximum of 3%, which are applied annually to the cost of the contract. Based on the services that PHS currently provides to the City, staff believes there is no justification to raise the rates so significantly

ANIMAL CONTROL SERVICES

December 10, 2019

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moving forward.

Staff contacted the Los Angeles County Department of Animal Care and Control (DACC) and requested a proposal for provide animal control services to the City of Sierra Madre. DACC is proposing to provide the same services the City currently receives from the Pasadena Humane Society for \$52,157.00. DACC staff provided the City with a clear methodology for arriving at the proposed costs.

Staff has also requested a quote from the San Gabriel Valley Humane society, but has not yet received a response from their staff indicating if they are interested in taking on any new city contracts for animal control services.

ANALYSIS

Residents of the City of Sierra Madre do not frequently require the services of the Pasadena Humane Society. In the past fiscal year calls for service and patrol time only amounted to 108 hours for animal control officers to respond to Sierra Madre, and approximately 100 dogs and cats were impounded. The City of Sierra Madre currently has 937 licensed dogs.

Staff toured the facilities at PHS and DACC. Both facilities had adequate housing for the animals brought in, they were clean, and each had convenient parking for anyone who went to the location for service. Staff at both facilities were friendly and responsive to any questions staff had.

The Pasadena Humane Society is located in downtown Pasadena 6.3 miles from Sierra Madre and during times of light traffic, travel time is approximately 21 minutes. The Los Angeles County Animal Care Center in Baldwin Park is 12.3 miles from Sierra Madre and during times of light traffic, travel time is approximately 24 minutes.

Staff feels the unwarranted cost increases proposed by the Pasadena Humane Society place an unreasonable financial burden on the overall community, of which only a small portion of residents actually utilize PHS services. There are only a few options for animal control services in the San Gabriel Valley and several cities that currently contract with PHS are considering other options for animal control services. Los Angeles County DACC is one of the only other animal control service providers in the San Gabriel Valley with the resources to take on additional contracts from cities in this service area.

Staff is recommending the City Council authorize the City Manager to enter into a contract with an animal control service provider that provides the most responsive quote for services, including PHS, Los Angeles County DACC, or the San Gabriel Valley Humane Society.

A contract with Los Angeles County DACC, the only other provider to currently provide a quote from for animal control services, would save approximately \$25,500 annually compared to contracting with PHS at the proposed rates. Staff has brought this issue forward to the City Council well ahead of the June 30, 2020, expiration date, because staff has concerns that other larger cities in our area who currently contract with PHS will contract with DACC and DACC could potentially reach capacity for services. If this occurs DACC may not be able to provide their services to Sierra Madre.

Staff recommends the City Council authorize the City Manager to move forward toward securing a contract with the animal control service provider that provides the most responsive quote and authorize the City Manager to terminate the contract with PHS if necessary prior to the end of the contract on June 30, 2020.

ANIMAL CONTROL SERVICES

December 10, 2019

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FINANCIAL REVIEW

The City of Sierra Madre paid PHS approximately \$20,301 for animal control services in fiscal year 2019/20. The contract expires June 30, 2020. If the city enters into a new contract with PHS, beginning July 1, 2020, the cost will increase to approximately \$77,671. This represents an increase in the first year of the contract of approximately \$57,370, with CPI increases up to 3% annually for each additional year of the contract.

If the City enters into a contract with DACC the annual costs would be approximately \$52,157. This would result in a savings of \$25,500 annually compared to a contract with PHS. This would be a savings to the City of approximately \$127,500 over a five-year contract. Contracting with the County of Los Angeles DACC would still result in an annual increase in cost for animal control services of approximately \$32,000.

The City is still waiting to receive a quote from the San Gabriel Valley Humane Society for animal control services.

CEQA / ENVIRONMENTAL

There are no environmental impacts

PUBLIC NOTICE PROCESS

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

Attachments:

none



City of Sierra Madre Agenda Report

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

Sue Spears, City Clerk
Michael Amerio City Treasurer

TO: Honorable Mayor and Members of the City Council

INITIATED: Jim Hunt, Interim Chief of Police

REVIEWED BY: Gabriel Engeland, City Manager

DATE: December 10, 2019

SUBJECT: CONSIDERATION OF ORDINANCE 1421 OF THE CITY OF SIERRA MADRE AMENDING SIERRA MADRE MUNICIPAL CODE SECTIONS 010, 030, 050 AND 060 OF TITLE 6 CHAPTER 4 ANIMAL CONTROL

STAFF RECOMMENDATION

Staff recommends the City Council approve Ordinance 1421 for first reading by title only, amending sections 6.40.010, 6.04.030, 6.04.050 and 6.04.060 of the animal control codes to update the Sierra Madre Municipal Code to reflect the current sections of the Los Angeles County Code which the City code references and remove the language referring to the Pasadena Humane Society as the poundmaster.

ALTERNATIVES

1. Update the Sierra Madre Municipal Code to reference the current appropriate section of the Los Angeles County Code.
2. Direct staff to write a new section of the code for animal control services and no longer rely on the Los Angeles County Code.
3. Direct staff to return to a future meeting with additional information

SUMMARY

The City of Sierra Madre's Municipal Code Title 6, Chapter 6.04 (Animal Control) in section 6.04.10 (Animal Code) states that except as provided in this title the Los Angeles County Animal Control Ordinance is adopted as the animal control ordinance for the City of Sierra Madre. The Municipal Code refers to the Los Angeles County Code as Ordinance 4729.

The Los Angeles County Code has changed from ordinance 4729 to Title 10. Staff recommends that the four sections of the city code that refer to sections of the old county ordinance be amended to refer to the current Los Angeles County Code Title 10.

ANALYSIS

Section 6.04.10 (Animal Code) states: Except as provided in this title, Ordinance 4729, as amended and in effect December 31, 1974, of the County of Los Angeles, being the animal control ordinance of the County of Los Angeles, is adopted by reference as the animal control ordinance of the city and may be cited as such.

Staff recommends the code be amended to read: Except as provided in this title, Title 10 of the county of Los Angeles Code, being the animal control ordinance of the county of Los Angeles, is adopted by reference as the animal control ordinance of the city and may be cited as such. Title 10 of the county of Los Angeles Code is available to the public on the County of Los Angeles website.

Section 6.04.030 (Contract) states any specific provisions of the contract with the Pasadena Humane Society supersedes the provisions of the Los Angeles County Ordinance 4729, and the society shall be the poundmaster.

Staff recommends the code be amended to indicate any specific provisions of the contract with an animal control service provider supersedes the provisions of Title 10 of the Los Angeles County Code, and the contracted service provider shall be the poundmaster.

Section 6.04.050 (Animals running at large) states: section 701 of Article VII of Ordinance 4729 of the County of Los Angeles is amended to read as follows:

Staff recommends the code be amended to read: section 010 of Chapter 32 of Title 10 of the County of Los Angeles Code is amended to read as follows:

Section 6.04.060 (Los Angeles County control ordinance – Article VI deleted), states: Article VI of the animal control ordinance, consisting of sections 601 through 627, inclusive, is deleted.

Staff recommends the code be amended to read: Chapter 28 of Title 10 of the County of Los Angeles Code is deleted. Staff also recommends the title be amended to: Los Angeles County Code Title 10 – Chapter 28 deleted.

The recommended amendments to our animal control ordinance sections will bring the Sierra Madre Municipal Code up to date with the current Los Angeles County animal control ordinance titles.

FINANCIAL REVIEW

The City will pay the cost of publishing the adopted ordinance if the City Council approves the amendments to the Municipal Code. Other than that cost, there are no financial impacts associated with the amendments to the Municipal Code. Staff time was incurred in the preparation of this report.

CEQA / ENVIRONMENTAL

There are no environmental impacts.

PUBLIC NOTICE PROCESS

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

Attachments:

Draft Ordinance 1421

ORDINANCE NO. 1421

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
AMENDING SECTIONS 6.040.010 (ANIMAL CODE) 6.040.030 (CONTRACT)
6.040.050 (ANIMALS RUNNING AT LARGE) AND 6.040.060 (LOS ANGELES
COUNTY CONTROL ORDINANCE – ARTICLE VI DELETED) OF TITLE 6 (ANIMALS)
OF THE SIERRA MADRE MUNICIPAL CODE RELATING TO ANIMAL CONTROL**

Section 1. Section 6.040.010 (Animal Code) of Chapter 06.040 (Animal Control) of Title 06 (Animals) is amended to read as follows:

06.040.010 – Animal code.

Except as provided in this title, Title 10 of the county of Los Angeles Code, being the animal control ordinance of the county of Los Angeles, is adopted by reference as the animal control ordinance of the city and may be cited as such. Title 10 of the county of Los Angeles Code is available to the public on the County of Los Angeles website.

Section 2. Section 6.040.030 (Contract) of Chapter 06.040 (Animal Control) of Title 06 (Animals) is amended to read as follows:

06.040.030 – Contract.

Notwithstanding the provisions of Section 06.040.010, the specific provisions of any contract between the city and an animal control service provider shall supersede the provisions of Title 10 of the Los Angeles County Code, and the contracted service provider shall be the poundmaster.

Section 3 Section 6.040.050 (Animals running at large) of Chapter 06.040 (Animal Control) of Title 06 (Animals) is amended to read as follows:

6.040.050 - Animals running at large

Section 010 of Chapter 32 of Title 10 of the County of Los Angeles Code is amended to read as follows:

SECTION 010 – ANIMALS RUNNING AT LARGE

No person owning or having charge, care, custody, or control of any dog shall cause, permit, or allow the same to be or to run at large upon any highway, street, lane, property or premises other than those enclosed by fencing or structures sufficient to confine such dog in the city, unless such dog be restrained by a substantial

chain or leash not exceeding six (6) feet in length and is in the charge, care, custody, or control of a competent person.

Section 4. Section 6.040.060 (Los Angeles County control ordinance – Article VI deleted) of Chapter 06.040 (Animal Control) of Title 06 (Animals) is amended to read as follows:

6.040.060 - Los Angeles County Code Title 10 – Chapter 28 deleted.

Chapter 28 of Title 10 of the County of Los Angeles Code is deleted.

Section 5. Effective Date. This ordinance shall take effect 30 days after adoption.

Section 6. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

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

John Harabedian, Mayor

ATTEST:

Sue Spears, City Clerk

I, Sue Spears, City Clerk of the City of Sierra Madre, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Sierra Madre held on the 10th day of December, 2019, and was adopted at its regular meeting of _____ by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:



City of Sierra Madre Agenda Report

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

Sue Spears, City Clerk
Michael Amerio City Treasurer

TO: Honorable Mayor Harabedian and Members of the City Council
FROM: Laura Aguilar, Assistant City Clerk, Administrative Services Manager
REVIEWED BY: Gabriel Engeland, City Manager
DATE: December 10, 2019
SUBJECT: CONSIDERATION OF RESOLUTIONS

No. 19-66, A RESOLUTION OF THE CITY COUNCIL RECITING THE FACTS OF THE SPECIAL MUNICIPAL ELECTION HELD NOVEMBER 5, 2019, DECLARING THE RESULTS AND SUCH MATTERS AS PROVIDED BY LAW

No. 19-67, A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR THE IMPLEMENTATION OF A LOCAL TRANSACTIONS USE TAX

No. 19-68 A RESOLUTION AUTHORIZING THE EXAMINATION OF TRANSACTION (SALES) AND USE TAX RECORDS

STAFF RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 19-66 reciting the facts of the special municipal election held on November 5, 2019, declaring the result and such matters as provided by law. It is also recommended that the City Council adopt Resolution No. 19-67 authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration for implementation of a local transactions use tax; and adopt Resolution 19-68 authorizing the examination of Transactions (Sales) and Use Tax Records.

SUMMARY

A Sierra Madre citizen group circulated a petition for a ballot initiative. The group collected sufficient signatures and requested the initiative be placed before the voters to approve a sales tax in Sierra Madre by an additional .75%. At the July 9, 2019 City Council meeting the Council approved the qualified citizen initiative for a special election on November 5, 2019

California Elections Code Section 10263 requires the City Council adopt a resolution reciting the facts of the election upon completion of the canvas.

Pursuant to Revenue and Taxation Code section 7265, the new tax is scheduled to become operative on April 1, 2020.

ANALYSIS

The City of Sierra Madre held a special municipal election on November 5, 2019 asking voters to consider citizen initiative Measure S for a .75% sales tax increase in Sierra Madre.

The following is a summary of votes cast at the special election:

- Sierra Madre has 8,203 registered voters
- 2,447 total votes cast
- 404 votes cast at Precinct 02A – 348 yes / 54 no
- 304 votes cast at Precinct 11A – 251 yes / 51 no
- 1,739 votes cast by mail – 1,376 yes / 361 no
- 1,975 or 80.91% voted “yes” on Measure S
- 466 or 19.09% voted “no” on Measure S.

As a result of affirmative voter initiative, the State requires the passage of Resolutions to effectuate the new tax. Along with the resolutions, the City must also execute an agreement for the State’s preparation to administer and operate Sierra Madre’s Transactions and Use Tax Ordinance as well as an agreement for State administration of Sierra Madre’s Transactions Use Taxes

FINANCIAL REVIEW/SOURCE OF FUNDING

The cost associated with conducting the November 5, 2019 special election was estimated at \$104,000 and was subsequently approved by the City Council at the October 8, 2019 meeting.

The City is expecting to begin collecting the additional sales tax beginning April 1, 2020. It is estimated that the .75% local sales tax will raise approximately \$225,000 annually from retail sales of goods sold to travelers and visitors to the City of Sierra Madre, as well as to residents; 100% of the proposed .75% local sales tax will remain in Sierra Madre.

The City will incur a cost from the State for the preparation to administer and operate the transactions and use tax, however, that amount will not be known until the documents are filed with the State.

PUBLIC NOTICE PROCESS

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

Attachments

Draft Resolution 19-66

Official Canvass Certificate

Official Statement of Votes

Draft Resolution 19-67

Draft Resolution 19-68

Agreement for Preparation to Administer and Operate City's Transactions and Use Tax Ordinance

Agreement for State Administration of City Transactions and Use Taxes

RESOLUTION NO. 19-66

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON
NOVEMBER 5, 2019, DECLARING THE RESULT AND SUCH MATTERS AS
PROVIDED BY LAW**

WHEREAS, a Special Municipal Election was held and conducted in the City of Sierra Madre, California, on November 5, 2019, as required by law; and

WHEREAS, a notice of the election was given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for holding of elections in General Law cities; and

WHEREAS, the County Registrar of Voters, who conducted the election on behalf of the City, canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A.")

WHEREAS, Assistant City Clerk and Election Official Laura Aguilar orally certified the results of the Canvass of Vote and reported the breakdown of the total votes cast at the December 10, 2019 meeting of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the whole number of votes cast in the precincts except vote-by-mail ballots and provisional ballots was 708

That the whole number of vote-by-mail ballots cast in the City was 1,739, making a total of 2,447 votes cast in the City.

SECTION 2. That the measure voted on at the special election was entitled Measure S.

SECTION 3. That the number of votes given for and against Measure S is listed in Exhibit "A" attached.

SECTION 4. The City Council does declare and determine that Measure S passed with a majority of the votes cast in the special election.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing (1) The whole number of votes cast in the City; (2) the title of the measure voted for; and (3) the total number of votes given for and against such measure.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

DATED: December 10, 2019

John Harabedian, Mayor
City of Sierra Madre

ATTEST:

Sue Spears, City Clerk

I, Sue Spears, City Clerk of the City of Sierra Madre, hereby certify that the foregoing resolution was duly passed at a regular meeting of the City Council of the City of Sierra Madre held on the 10th day of December 2019 by the following vote on roll call:

Ayes:

Noes:

Absent:

Sue Spears, City Clerk



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

November 15, 2019

Ms. Laura M. Aguilar, Assistant City Clerk
City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, California 91024

Dear Ms. Aguilar:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of Sierra Madre Special Municipal Election consolidated with the Local and Municipal Elections held on November 5, 2019.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

TIMMY DANG, Head
Election Planning Section

Enclosures
Official Canvass Certificate
Official Statement of Votes Cast

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Sierra Madre City

at the Local and Municipal Elections, held on the 5th day of November, 2019.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 15th day of November, 2019.



Dean Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			SIERRA MADRE CITY SPC MUNI MEASURE S										
LOCATION	REGIST-RATION	BALLOTS CAST	YES	NO									
SIERRA MADRE - 6400002A		4151	404	348	54								
VOTE BY MAIL	SERIAL 0059	0	891	700	190								
TOTAL		4151	1295	1048	244								
SIERRA MADRE - 6400011A		4052	304	251	51								
VOTE BY MAIL	SERIAL 0060	0	848	676	171								
TOTAL		4052	1152	927	222								

**RESOLUTION NO. 19-67
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR
IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.**

WHEREAS, on (Date) , the City Council approved Ordinance No. amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes, and

Whereas, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Sierra Madre that the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

The foregoing resolution 19-67 was introduced and adopted at a regular meeting of the City Council of the City of Sierra Madre held on December 10, 2019, by the following vote, to wit:

Ayes:
Noes:
Absent:

John Harabedian, Mayor
City of Sierra Madre

I, Sue Spears, City Clerk of the City of Sierra Madre, hereby certify and attest that the foregoing resolution 19-66 was duly passed at a regular meeting of the City Council of the City of Sierra Madre held on the 10th day of December, 2019

Sue Spears, City Clerk

DRAFT

RESOLUTION NO. 19-68
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES)
AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance No. _____ of the City of Sierra Madre hereinafter called District and Section 7270 of the Revenue and Taxation Code, the District entered into a contract with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the District deems it desirable and necessary for authorized representatives of the District to examine confidential transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of California Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

Section 1. That the Finance Director or other officer or employee of the District designated in writing by the City of Sierra Madre to the California Department of Tax and Fee Administration (hereafter referred to as the CDTFA) is hereby appointed to represent the District with authority to examine transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the District by the CDTFA pursuant to the contract between the District and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the District's transactions and use taxes by the CDTFA pursuant to the contract.

***Section 2.** That the _____ or other officer or employee of the District designated in _____ writing by the _____ to the California Department of Tax and Fee Administration is _____

(All authorized positions)

(position(s) authorized to Designate)

hereby appointed to represent the District with authority to examine those transactions and use tax records of the Board for purposes related to the following governmental functions of the District:

- a) _____
- b) _____
- c) _____

The information obtained by examination of Board records shall be used only for those governmental functions of the District listed above.

***Section 3.** That _____ (firm or consultant) _____ is hereby designated to examine the transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected for the District by the Board. The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with the District to examine those transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Board records shall be used only for purposes related to the collection of District's transactions and use taxes by the Board pursuant to the contracts between the District and Board.

Section 4. That this resolution supersedes all prior transactions and use tax resolutions of the City of Sierra Madre adopted pursuant to subdivision (b) of Revenue and Taxation Section 7056.

Introduced, approved and adopted this 10th day of December, 2019 by the following voice vote:

Ayes:
Noes:
Absent:

John Harabedian, Mayor
City of Sierra Madre

I, Sue Spears, City Clerk of the City of Sierra Madre, hereby certify and attest that the foregoing resolution 19-66 was duly passed at a regular meeting of the City Council of the City of Sierra Madre held on the 10th day of December 2019

Sue Spears, City Clerk

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Sierra Madre, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Supervisor
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Sierra Madre
Finance Director
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF SIERRA MADRE

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

John Harabedian
(Typed Name)

Mayor
(Title)

**AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Sierra Madre has adopted, and the voters of the City of Sierra Madre (hereafter called "City" or "District") have approved by the required majority vote, the City of Sierra Madre Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

**ARTICLE I
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section _____, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.
2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. _____, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES**

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III
ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Sierra Madre
Finance Director
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on _____. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF SIERRA MADRE

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator

John Harabedian
(Typed Name)

Mayor
(Title)



City of Sierra Madre Agenda Report

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

Sue Spears, City Clerk
Michael Amerio City Treasurer

TO: Honorable Mayor Harabedian and Members of the City Council
FROM: Laura Aguilar, Assistant City Clerk, Administrative Services Manager
REVIEWED BY: Gabriel Engeland, City Manager
DATE: December 10, 2019
SUBJECT: **OPTIONS FOR FILLING CITY COUNCIL VACANCY**

STAFF RECOMMENDATION

Staff recommends that the City Council provide staff with direction.

ALTERNATIVES

1. The Council may consider leaving the seat vacated by Council Delmar vacant until the November 3, 2020 election.
2. The Council may consider the appointment of a qualified individual to serve on the City Council until the November 3, 2020 election.
3. The Council may direct staff to return to a future meeting with additional information.

SUMMARY

At the October 8, 2019 City Council meeting, Councilmember Delmar announced her intention to resign from the City Council effective October 23, 2019 due to personal reasons related to the care of family members. The City Council requested staff to return to the next meeting with information regarding the Council's options for filling the resulting vacancy.

At the October 22, 2019 Council directed staff to return to the next Council meeting with an ordinance repealing the procedures for filling a City Council vacancy. The City Council also directed staff to return to the November 12, 2019 meeting with a resolution calling for a special election at the November 3, 2020 regular municipal election.

At the November 12, 2019 meeting the Council repealed Ordinance 1333, Sierra Madre Municipal Code Section 2.04.090 - Procedure for filling City Council Member vacancy. As a result, the procedures for filling a City Council vacancy are now set forth in California Government Code - GOV § 36512

Pursuant to Government Code - GOV § 36512, the City Council may, within 60 days from the commencement of the vacancy either a) fill the vacancy by appointment for the remainder of the applicable term or b) call a special election to be held at the next regularly established election date which is not less than 114 days from the call of the special election. Govt. C. § 36512(b)

ANALYSIS

According to Government Code - GOV § 36512, the City Council may, within 60 days from the commencement of the vacancy either a) fill the vacancy by appointment for the remainder of the applicable term or b) call a special election to be held at the next regularly established election date which is not less than 114 days from the call of the special election. Govt. C. § 36512(b)

Council adopted Resolution 19-63 calling for a special election at the regularly scheduled election on November 3, 2020. Resolution 19-63 states in part: under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 3, 2020, for the election of two City Council seats for the full-term of four years, one City Council partial-term seat to fill a City Council vacancy for a term ending in November 2022.

The Council may consider leaving the seat vacated by Council Delmar vacant until the November 3, 2020 election. Alternatively, the Council may appoint a qualified individual to serve on the City Council until the November 3, 2020. In order to fill the vacancy, the individual must be 18 years or older, be a resident of Sierra Madre, and be registered to vote in Sierra Madre. However, the Council may identify any other qualifications they desire.

FINANCIAL REVIEW/SOURCE OF FUNDING

There is no financial impact associated with the preparation of this report.

PUBLIC NOTICE PROCESS

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



City of Sierra Madre Agenda Report

*John Harabedian, Mayor
John Capoccia Council Member
Rachelle Arizmendi, Council Member
Gene Goss, Council Member*

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

TO: Honorable Mayor Harabedian and Members of the City Council

FROM: Teresa L. Highsmith, City Attorney

DATE: December 10, 2019

SUBJECT: **Consideration of Employment Agreement Amendment for City Manager, Gabriel Engeland Adjusting Annual Salary to \$210,000**

RECOMMENDATION

It is recommended by the City Councilmember subcommittee that the City Council approve the Second Amendment to the Employment Agreement for Gabriel Engeland to increase his annual salary to \$210,000, permit the ability to cash out unused management leave on an annual basis, and change the term of the contract to non-expiring.

ALTERNATIVES

1. The Council may approve the Second Amendment to the Employee Agreement for Gabriel Engeland by increasing his annual salary to \$210,000, permit the ability to cash out up 80 hours of management leave annually, and change the term to non-expiring.
2. The Council may determine that a different salary adjustment is appropriate.
3. The Council may defer consideration of a salary increase to a future meeting.

SUMMARY

Pursuant to the recommendation of the City Councilmember subcommittee of Mayor Harabedian and Mayor Pro Tem Capoccia, the City Council will consider approval of the Second Amendment to Employment Agreement for Gabriel ("Gabe") Engeland, adjusting his annual salary by 5% to \$210,000, effective as of the beginning of the current payroll period, December 8, 2019.

ANALYSIS

The second year of Gabe Engeland's appointment as City Manager continues his focus on increased efficiency at the staff level to provide sustainable and enhanced customer service to the community within the parameters of the City's budget. As in the first two budgets proposed by the Executive Team, the 2019-2020 budget continued the "zero based" budget process. This resulted in an expenditure reduction of 12% from the FY17-18 budget, and 3.5% from the FY18-19 budget. The General Fund spending was reduced by \$1.1M and the City projects a General Fund surplus of \$1.84M in the current fiscal year. Additionally, the Executive Team proposed a continuation of the CalPERS pension stabilization program, which resulted in a total funding level of pensions in excess of 90% which is far greater than peer San

Second Amendment to Employment Agreement of City Manager

December 10, 2019

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Gabriel Valley Cities and the State average. Additionally, the City completed its transition from a volunteer Fire Department to a career, full-time, paid department in 2019. Fire Department personnel increased from 4 FTEs in 2015-2016 to 16.5 FTEs in 2019-2020. The increase in Fire personnel has improved the safety of Sierra Madre residents and has allowed Sierra Madre to begin discussion of participating in automatic aid agreements with peer Fire Departments. The City also continued its focus on replacing the aging and failed water infrastructure. In the past two years the City has replaced the majority of failed water mains in the City, which has resulted in fewer leak responses by water personnel and a dramatic reduction in water loss by the City. The City also signed a wheeling and interconnection agreement with Arcadia that is a precursor to a jointly operated well in the San Gabriel Valley Main Basin. The agreement expands the water available to Sierra Madre residents and strengthens the overall water position of the City.

In the context of these accomplishments, Mr. Engeland's annual Performance Evaluation was undertaken, and the City Council formed a subcommittee to determine an appropriate salary adjustment for Mr. Engeland after an exemplary second year of performance as Sierra Madre's City Manager. The subcommittee recommends that an appropriate adjustment for exemplary performance for a city manager would be similar to one step of a civil service employee classification range, where each step represents a 5% adjustment. The recommended annual salary adjustment from \$200,000 to \$210,000 represents a 5% increase.

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

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

Additionally, because Mr. Engeland has been unable to utilize his 80 hours of management leave given his dedication to the City, the Council subcommittee recommends that he be allowed to cash out his unused hours of management leave (up to 80 hours) annually, rather than lose it.

FINANCIAL REVIEW

The Council Member subcommittee, with the aid of the City Attorney, have negotiated the attached Second Amendment to Employment Agreement for City Manager Gabe Engeland. Mr. Engeland's existing Employment Agreement is for an unspecified term, which began on January 24, 2017. The Second Amended Agreement will increase his annual salary of \$200,000 to \$210,000; and permit him to cash out up to 80 hours of accrued, but unused, management leave on an annual basis. The net fiscal impact is an increase of \$10,000 for the 2019/2020 fiscal year. The value of Mr. Engeland's 80 hours of management leave is \$8,750, assuming he cashes it out rather than take the 80 hours of leave. Because Mr. Engeland is a "new" member under CALPERS, there is no increase in the City's PERS premium as a result of this salary adjustment.

PUBLIC NOTICE PROCESS

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

Attachments

1. Employment Agreement
2. First Amendment to Employment Agreement
3. Second Amendment to Employment Agreement

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

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

RECITALS

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

CITY OF SIERRA MADRE:

EMPLOYEE:



Denise Delmar, Mayor



Gabriel Engeland, City Manager

ATTEST:

Approved as to form:



Laura Aguilar
Assistant City Clerk



Teresa L. Highsmith
City Attorney

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This SECOND AMENDMENT to the EMPLOYMENT AGREEMENT dated January 24, 2017, by and between the CITY OF SIERRA MADRE, California, a Municipal Corporation, hereinafter called the “City” and GABRIEL ENGELAND, hereinafter called “Employee,” is made and entered into by City and Employee as of the 10th day of December, 2019.

RECITALS

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

B. The City Council desires to provide Employee with a annual salary increase of 5%, in recognition of exemplary service to the City, including, but not limited to, innovative ideas to provide essential City services while reducing impacts on the City’s General Fund, and to permit Employee to cash out unused management leave on an annual basis.

NOW THEREFORE, the parties agree as follows:

Section 1. Paragraph 4 “Salary” is amended to read:

“Effective December 8, 2019, City shall pay Employee for the performance of Employee’s duties as City Manager under this Agreement an annual salary of \$210,000, payable in bi-weekly installments pursuant to an approved salary schedule, less customary and legally required payroll deductions. Employee shall be exempt from paid overtime compensation and from Social Security taxes, other than the mandatory Medicare portion of such taxes. Salary and/or benefit adjustments may be considered by the City Council annually in conjunction with Employee’s annual performance evaluation pursuant to Paragraph 12 of this Agreement.”

Section 2. Paragraph 3. “Term” is amended to read:

“This Agreement shall be effective January 24, 2017 and will remain in force and effect until terminated as provided herein, Employee resigns or Employee dies or becomes incapacitated or otherwise unable to perform the duties hereunder.”

Section 3. Paragraph 14 “Other Terms and Conditions of Employment”), sub-section F is amended to read:

(F) Employee shall be granted 80 hours of management leave on an annual basis, which must be used within the calendar year or cashed out annually; accrued, unused management leave may not be carried over past December 31st of each calendar year.

[Type text]

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

CITY OF SIERRA MADRE:

EMPLOYEE:

John Harabedian, Mayor

Gabriel Engeland, City Manager

ATTEST:

Approved as to form:

Sue Spears
CITY CLERK

Teresa L. Highsmith
City Attorney

[Type text]

Second Amendment to Employment Agreement – December 10, 2019