

CITY COUNCIL

MEETING AGENDA PACKET

Tuesday, July 8, 2025
5:30 pm



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

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

**AGENDA
REGULAR MEETING
SIERRA MADRE CITY COUNCIL**

**Tuesday, July 8, 2025
5:30 pm**

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



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

Sue Spears, City Treasurer

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

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

CODE OF CONDUCT

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

CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

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

PLEDGE OF ALLEGIANCE AND INSPIRATION

Council Member Goss

APPROVAL OF MEETING AGENDA

Vote of the City Council to proceed with City business.

REPORT OUT FROM CLOSED SESSION

No Closed Session meetings were held during the period of June 24, 2025 and July 8, 2025.

APPROVAL OF MEETING MINUTES

Approval of June 24, 2025 City Council meeting minutes.

APPROVAL FOR READING RESOLUTIONS AND ORDINANCES

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

MAYOR AND CITY COUNCIL REPORTS

Reporting of Council Members' activities related to City business.

PUBLIC PARTICIPATION CODE OF CONDUCT

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PUBLIC COMMENT

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Providing Public Comment For Items on the Meeting Agenda

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Provide Public Comment for Topics not on the Meeting Agenda

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Providing Public Comment

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2. Comments addressed to the Council shall occur during the appropriate time on the agenda and should not be construed as an opportunity for dialogue.

PRESENTATION

1. PROCLAMATION IN RECOGNITION OF PARKS AND RECREATION MONTH

ACTION ITEMS

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

CONSENT

a) CONSIDERATION OF RESOLUTION 25-43 APPROVING CERTAIN DEMANDS

It is recommended that the City Council approve Resolution 25-43 approving payment of City Warrants in the aggregate amount of \$308,954.91, Sierra Madre Library Warrants in the aggregate amount of \$5,244.22, and Payroll Transfer in the aggregate amount of \$627,214.37, for the Fiscal Year ending June 30, 2025.

b) CONSIDERATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) FOR HIGHLAND GARDENS HOMEOWNERS' ASSOCIATION CONDOMINIUM PROJECT (PARCEL MAP 83897) – 182 W. HIGHLAND AVENUE

It is recommended that the City Council approve the CC&Rs associated with Parcel Map 83897 at 182 West Highland Avenue, pursuant to City Council Resolution 25-44.

c) FACILITATING RECOVERY AFTER THE EATON FIRE: SURVEY OF HISTORIC PROPERTIES

It is recommended the City Council accept the services offered by the coordinated efforts of the U.S. Department of the Interior working with the National Park Service and the City of Sierra Madre to complete a reconnaissance level survey of historic properties within the City of Sierra Madre.

d) APPROVAL OF THE FY 2025-2026 STATEMENT OF INVESTMENT POLICY

It is recommended that the City Council adopt Resolution No. 25-45, approving the Statement of Investment Policy for Fiscal Year 2025-2026, consistent with California Government Code and best practices recommended by the Government Finance Officers Association (GFOA).

e) CONSIDERATION OF USE AGREEMENT BETWEEN LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND CITY OF SIERRA MADRE REGARDING BAILEY CANYON WILDERNESS PARK

It is recommended that the City Council approve a use agreement between the Los Angeles County Flood Control District and the City of Sierra Madre for the use of Bailey Canyon Wilderness Park.

PUBLIC HEARINGS

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

It is recommended the City Council conduct its first reading of Ordinance No. 1467 amending Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code.

DISCUSSION

1. PERMITTING FOR FIRST AMENDMENT PROTECTED ASSEMBLIES

It is recommended that the City Council provide staff with direction.

2. CONSIDERATION OF STUDENT COMMISSIONER PROGRAM

It is recommended that the City Council provide staff with direction.

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.

LIVE BROADCASTS

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

MEETING ASSISTANCE

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

ADJOURNMENT

The City Council will adjourn to a meeting to take place on August 26, 2025.

**MINUTES
REGULAR MEETING
SIERRA MADRE CITY COUNCIL**

**Tuesday, June 24, 2025
5:30 pm**

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



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

Sue Spears, City Treasurer

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CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

Mayor Parkhurst called the meeting to order at 5:30 p.m. City Clerk Aguilar called the roll.

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

Absent: None.

Also Present: Aleks Giragosian, City Attorney
Miguel Hernandez, Acting City Manager
Laura Aguilar, City Clerk
Brent Bartlett, Fire Chief
Gustavo Barrientos, Chief of Police
Joshua Wolf, Senior Planner
Leila Regan, City Librarian

PLEDGE OF ALLEGIANCE AND INSPIRATION

Council Member Garcia led the audience in the pledge of allegiance then shared an inspirational message on the summer solstice. The summer solstice represents the day with the most daylight in the northern hemisphere. June 24 is also known as “Mid Summer”. The holiday marks a day of renewal and optimism. With the daylight there is less darkness.

APPROVAL OF MEETING AGENDA

Vote of the City Council to proceed with City business.

Mayor Pro Tem Lowe made a motion to change the order of the agenda to move the Presentation to former City Manager Reynoso before public comment on items not on the agenda.

Council Member Goss seconded the motion.

Mayor Parkhurst called for a vote of the Council:

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

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

REPORT OUT FROM CLOSED SESSION

No Closed Sessions were scheduled after the City Council last adjourned on June 10, 2025.

APPROVAL OF MEETING MINUTES

Approval of June 10, 2025 City Council meeting minutes.

Mayor Parkhurst asked for suggestions to amend the minutes and asked City Clerk Aguilar if any edits had been submitted by the City Council.

City Clerk Aguilar advised that she received an e-mail from Mayor Parkhurst requesting the following edits:

- In the last sentence under Mayor Parkhurst, could you please change the “she” to a “he”?
- Comments to Council – for Comments, underline “Fire Chief Bartlett” as we have the other speakers.

Council Member Garcia made a motion to approve the June 10, 2025 City Council meeting minutes as amended.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

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

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

APPROVAL FOR READING RESOLUTIONS AND ORDINANCES

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

Mayor Parkhurst asked for a motion.

Council Member Kriebs made a motion to read all ordinances and resolutions by title only and waive the reading in full.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

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

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

MAYOR AND CITY COUNCIL REPORTS

Reporting of Council Members' activities related to City business.

Council Member Garcia:

Attended the June 15 summer concert at Memorial Park to watch the New Romantics performance, a Taylor Swift tribute band.

Participated in the Sierra Madre Art Walk on June 20.

Council Member Kriebs:

Attended the Sierra Madre Art Walk on June 20 and expressed her thanks to the volunteers that organized the event.

Attended the Friends of the Library annual dinner on June 18.

Community Services Commission meeting was cancelled this month so there is nothing to report there.

Council Member Goss:

Attended the Planning Commission meeting on June 19 and reported that the Planning Commission discussed the Noise Ordinance. He anticipated it would come to Council in the near future for discussion.

Mayor Pro Tem Lowe:

Attended the annual Friends of the Library annual dinner on June 18.

Was present at the Pasadena Education Foundation on June 20. They handed out summer clothes to families affected by the Eaton Fire.

Attended the Sierra Madre Art Walk on June 20.

Attended meeting of the Library Board of Trustees on Monday, June 23. The Board approved their budget.

Reported that her mother in-law experienced an attempted bear break-in at her home in the canyon. They reported the attempt to the Department of Fish and Wildlife and they were very responsive.

Mayor Parkhurst:

Reported that he attended a meeting of the Clean Power Alliance on June 10.

Attended meetings with Los Angeles Mayor Bass on June 13 and June 18 advocating for citizen rights.

On June 13 he attended the 65th anniversary reception for the Creative Arts Group
On June 14 he stopped by the No Kings rally at Kersting Court.
One June 18 he attended the annual dinner for the Friends of the Library.
One June 20 he attended the Sierra Madre Art Walk and the screening of Moana at Memorial Park.
Announced an upcoming meeting on August 8 with Foothill mayors to address wildlife.

PRESENTATIONS

1. RECOGNITION OF SERVICE FOR OUTGOING CITY MANAGER JOSE REYNOSO

At the Conclusion, Mayor Parkhurst adjourned the meeting for a brief recess at 6:46 pm

The City Council reconvened their meeting at 7:01 pm.

Mayor Parkhurst invited the public to come forward to speak on any item not on the agenda. He first read the rules of decorum:

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Provide Public Comment for Topics not on the Meeting Agenda

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Providing Public Comment

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

City Clerk Aguilar advised the Council that three e-mails had been received for public comment from:

1. Casey Handmer, 415 Churchill Road, asking Council to euthanize a problematic bear.
2. Katrina Hitz-tough, 658 Orange, expressing the need for a definitive plan for the removal of a problem bear.
3. Sander Zanderbergen, 800 Skyland Drive, urged the Council to enforce penalties for feeding wildlife, and provide educational guidance for hazing bears; and support residents who've had multiple break-ins. He also requested an update regarding the Fire Safe Council and progress for residents to fire-harden their homes.

Mayor Parkhurst opened the podium and invited the public to speak on items not on the agenda.

1. Police Chief Barrientos, provided a statistical update on bear activity in Sierra Madre and reminded the community that feeding wildlife is prohibited.
2. Michelle Tremblay, Bear Lovers of Sierra Madre, shared her group's efforts to provide education, communication, and resources to residents for living safely among bears.
3. Mary Carney, 62 W. Alegria, provided suggestions for recovery from environmental toxins, as a result of the Eaton Fire. Also, requested that the City Council consider the Senior Community Commission's focus on flipping the script on aging.

PRESENTATIONS (continued)

2. PRESENTATION FROM THE CLEAN POWER ALLIANCE ON SERVICES

Presented by Clean Power Alliance External Affairs Manager Dalia Gomez

ACTION ITEMS

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

CONSENT

City Clerk Aguilar presented the following reports:

a) CONSIDERATION OF RESOLUTION 25-42 APPROVING CERTAIN DEMANDS

It is recommended that the City Council approve Resolution 25-42 approving payment of City Warrants in the aggregate amount of \$387,211.19, Sierra Madre Library Warrants in the aggregate amount of \$1,038,368.81, and Payroll Transfer in the aggregate amount of \$774,315.82, for the Fiscal Year ending June 30, 2025

b) FISCAL YEAR 2025-2026 BLANKET PURCHASE ORDERS OVER \$45,000

It is recommended that the City Council approve the issuance of Blanket Purchase Orders in accordance with Sierra Madre Municipal Code Section 3.08 (Purchasing Procedures).

At the conclusion of City Clerk Aguilar's report, Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened the item for public comment. Seeing no one come forward, Mayor Parkhurst closed public comment and brought the matter back to Council for further discussion or a motion.

Council Member Kriebs made a motion to approve Consent Items A and B.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

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

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

PUBLIC HEARINGS

1. CONTINUED PUBLIC HEARING FOR THE UPDATE ON VACANCIES IN COMPLIANCE WITH STATE ASSEMBLY BILL 2561 – LOCAL PUBLIC EMPLOYEES; VACANT POSITIONS

It is recommended that the City Council receive and file this annual report on recruitment and vacancy rates, in compliance with State Assembly Bill 2561.

Acting City Manager Hernandez continued his presentation on State Assembly Bill 2561. Representatives from the Professional Firefighters' Association and Police Association did not provide comment on vacancies within the Sierra Madre Fire Department and Sierra Madre Police Department, respectively.

Seeing no one come forward to speak, Mayor Parkhurst brought the matter to the City Council for questions.

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

City staff's recommendation was to receive and file the report. No action was taken by the City Council.

DISCUSSION

1. CONSIDERATION OF RE-APPOINTMENT OF COMMISSIONERS; AND CONSIDERATION OF APPOINTMENTS TO FILL VACANCIES ON SENIOR COMMUNITY COMMISSION

It is recommended that the Mayor re-appoint Commissioner Yoo to the Planning Commission and Trustees Adde and Palmer to the Library Board of Trustees for a second four-year term. It is also recommended that the City Council direct staff to solicit additional applications for the upcoming vacancies on the Senior Community Commission.

City Clerk Aguilar presented this report to the City Council.

At the conclusion of City Clerk Aguilar's report, Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened the item for public comment. Seeing no one come forward, Mayor Parkhurst closed public comment and brought the matter back to Council for further discussion or a motion.

Council Member Kriebs made a motion to re-appoint Commissioner Yoo to the Planning Commission, and Trustees Adde and Palmer to the Library Board of Trustees; and directed staff to return to a future meeting once the City Clerk's Office receives four (4) applications for the Senior Community Commission.

Council Member Goss seconded the motion.

Mayor Parkhurst called for a vote of the Council:

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

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

2. FACILITATING RECOVERY AFTER THE EATON FIRE: DISCRETIONARY DEMOLITION PERMIT

It is recommended that the City Council provide staff with direction.

Senior Planner Wolf presented this report to the City Council. At the conclusion of his report, Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened the matter for public comment.

City Clerk Aguilar advised that two e-mails had been received. The first from Katrina Hitz-Tough; suggesting that measures advised by the Fire Department are not compatible with historic review. In her e-mail she requested that historic review be removed and the cost of permitting be minimal for all key fire hardening measures.

The second email was from Sander Zanderbergen requesting an update regarding the Fire Safe Council and progress for residents to fire-harden their homes.

Seeing no one else come forward, Mayor Parkhurst closed public comment and brought the matter back to Council for further discussion or a motion.

The City Council provided staff with direction that aligned with options 4 and 5 of staff's agenda report:

“4. The City Council may direct staff to prepare an ordinance amendment to expand the exceptions from the requirements of the Discretionary Demolition Permit;

5. The City Council may direct staff to streamline the certificate of economic hardship process pursuant to Sierra Madre Municipal Code Section 17.60.056(G)”

FUTURE ITEMS

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

Council Member Goss: A report defining the Police Department's permissive abilities when dealing with wildlife

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

Council Member Garcia made a motion to adjourn the meeting.

Council Member Goss seconded the motion to adjourn.

Mayor Parkhurst called for a vote of the Council:

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

The motion to adjourn the meeting to the next Regular meeting on July 8, 2025 at this same location was approved by all Members at 8:57 pm

Minutes taken and typed by:

Approved by Council Action:

Laura M. Aguilar
City Clerk

Robert Parkhurst
Mayor

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ADJOURNMENT

The City Council will adjourn to a meeting to take place on July 8, 2025.



City of Sierra Madre Agenda Report

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

Sue Spears, City Treasurer

TO: Mayor and City Council
FROM: Anthony Rainey, Finance Director
REVIEWED BY: Miguel Hernandez, Acting City Manager
DATE: July 8, 2025
SUBJECT: **APPROVAL OF WARRANTS FOR PAYMENT**

STAFF RECOMMENDATION

Staff recommends the City Council approve payment of the following:

- **Outstanding Obligated City Warrants: \$308,954.91**
- **Outstanding Obligated Sierra Madre Library Warrants: \$5,244.22**
- **Payroll Transfer: \$627,214.37**

ALTERNATIVES

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

SUMMARY

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

Attachment 1A – Warrant Register Post Date 7/8/25 - provides an aggregated breakdown of the warrants, including descriptions (e.g. categories of payments), amounts, and corresponding fiscal year allocations. Note that the last page it serves as a reference document to support the warrant approvals requested in this report, ensuring transparency and accountability in financial transactions. The attachment includes details on general warrants, utility bills, library warrants, and payroll transfers.

Following Attachment 1A, the *Check Approval Register* provides a comprehensive record of financial disbursements by the City of Sierra Madre, detailing payment transactions, vendor information, and check dates to ensure transparency and accountability. Additionally, the *Payroll Summary Register* outlines payroll disbursements, including total earnings, employer expenses, and overall payroll costs for each pay period. The total payroll expenditure for the most recent pay period (PR #13) for *Date* 6/18/25:

Total Earnings (Salaries) @ \$467,856.72 plus *Employer Benefits*¹ @\$159,357.65 = *Total* @ \$627,214.37,

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

ANALYSIS

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

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

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

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

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

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

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

CONSISTENCY WITH GENERAL PLAN

Not applicable.

FINANCIAL REVIEW/SOURCE OF FUNDING

The payments presented for ratification have been made in accordance with the City's approved budget for the fiscal year. All expenditures are charged to their respective funds and accounts as outlined in the City's financial plan. The warrants, library payments, and payroll transfers were funded from the General Fund, Special Revenue Funds, and other designated

funding sources, ensuring compliance with budgetary allocations and authorized spending limits. No unbudgeted or unauthorized expenses are included in this report.

ENVIRONMENTAL (CEQA)

Not applicable.

PUBLIC NOTICE PROCESS

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

Attachments

Resolution 25-43

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

RESOLUTION NUMBER 25-43

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sierra Madre does hereby approve payment of City Warrants in the aggregate amount of \$308,954.91; Sierra Madre Library Warrants in the aggregate amount of \$5,244.22; and Payroll Transfer in the aggregate amount of \$627,214.37 for the fiscal year ending June 30, 2025 and 2026.

APPROVED AND ADOPTED this 8th day of July 2025.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 25-43 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 8^h day of July 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Sierra Madre, California

**City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of July 8, 2025**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants	\$308,954.91
Sierra Madre Library Warrants.....	\$5,244.22
Payroll Transfer.....	\$627,214.37



City of Sierra Madre AGENDA REPORT

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

Susan Spears, City Treasurer

TO: Honorable Mayor and City Council

FROM: Clare Lin, Director of Planning and Community Preservation
Aleks Giragosian, City Attorney

REVIEWED BY: Miguel Hernandez, Acting City Manager

DATE: July 8, 2025

SUBJECT: CONSIDERATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&RS) FOR HIGHLAND GARDENS HOMEOWNERS' ASSOCIATION CONDOMINIUM PROJECT (PARCEL MAP 83897) – 182 W. HIGHLAND AVENUE

STAFF RECOMMENDATION

It is recommended that the City Council approve the CC&Rs associated with Parcel Map 83897 at 182 West Highland Avenue, pursuant to City Council Resolution 25-44.

SUMMARY

On June 19, 2025, the Planning Commission reviewed and approved CC&R for Parcel Map 83897 by the Planning Resolution 25-08, recommending approval to the City Council for the CC&R of Highland Gardens Condominium (Map 83897).

ANALYSIS

On May 23, 2023, the City Council adopted Resolution 23-31 with recommendation from the Planning Commission Resolution 23-09, approved the Conditional Use Permit and the Tentative Parcel Map 83897. Pursuant to SMMC 16.40.050 and 16.40.060, Covenants, conditions and restrictions (CC&Rs) shall be submitted to the Department of Planning and Community Preservation for City Attorney review and approval by the Planning Commission and City Council prior to submittal of the final parcel map.

As part of the review and approval process of the final parcel map, the applicant is required to obtain the Planning Commission and the City Council approval of the Covenants, Conditions and Restrictions (CC&Rs) for the project pursuant to Sierra Madre Municipal Code Section 16.40.060.

The review and approval by the Planning Commission and the City Council is a procedural requirement of the Municipal Code for condominium developments, to ensure consistency and conformance with the project entitlement approval.

The CC&Rs, included herein for your review as Attachment B, include information regarding

rights and obligations of property owners, homeowner's association, assessments, approval of improvements on the site, association and owner maintenance responsibilities, use of property, restrictions, easements, and other matters concerning the condominium project.

Based on staff's and City Attorney's review, the CC&Rs are consistent and in conformance with the project as approved by the Planning Commission and City Council.

FINANCIAL REVIEW/SOURCE OF FUNDING

There is no impact on the General Fund in the preparation of this report; however, staff time was incurred.

ENVIRONMENTAL (CEQA)

The consideration and approval of CC&Rs are not a "project" under the California Environmental Quality Act (CEQA) Title 14 CCR 15378(b)(2), because a project does not include "Continuing administrative or maintenance activities, such as general policy and procedure making." The project associated with the CC&R approved under Conditional Use Permit 23-01 filed for a Class 3 (New Construction or Conversion of Small Structures) and Class 5 (Minor Alterations in Land Use Limitations) Categorical Exemption pursuant to Sections 15303 and 15313 of the California Environmental Quality Act (CEQA). The consideration of the CC&Rs is a procedural matter associated with the project, thus not subject to CEQA.

STRATEGIC PLAN CORRELATION

Considerations of the CC&R has no applicable correlations to the strategic plan.

PUBLIC NOTICE PROCESS

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

ATTACHMENTS

- Attachment A: City Council Resolution 25-44
- Attachment B: CC&R of Parcel Map 83897
- Attachment C: Planning Commission Resolution No. 25-08
- Attachment D: City Council Resolution 23-31

CITY COUNCIL RESOLUTION 25-44

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
APPROVING THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HIGHLAND GARDENS HOMEOWNERS ASSOCIATION LOCATED AT
182 WEST HIGHLAND AVENUE**

WHEREAS, the Covenants, Conditions and Restrictions for Highland Gardens Homeowners Association (Parcel Map 83897) was filed by:

**Cynthia Li
182 West Highland Avenue
Sierra Madre, CA 91024**

WHEREAS, the Covenants, Conditions and Restrictions (CC&Rs) are for Highland Gardens, Tentative Parcel Map 83897 for a two-story, three-unit condominium project approved under City Council Resolution 23-31; and

WHEREAS, the CC&Rs would apply to property located at 182 West Highland Avenue, in the City of Sierra Madre, CA 91024;

WHEREAS, the CC&Rs were submitted to the Planning and Community Preservation Department for City Attorney review and approval by the Planning Commission prior to submittal of the final map, pursuant to Municipal Code Section 16.40.060;

WHEREAS, the Planning Commission reviewed the report and approved the CC&Rs on June 19, 2025, with all testimony received being made part of the public record;

WHEREAS, at the public meeting the City Council has received the report and recommendations of staff, all of which is deem to be part of the record of this proceeding;

WHEREAS, the approval of CC&Rs is not a project under the California Environmental Quality Act (CEQA) Title 14 CCR 15378(b)(2), because a project does not include "Continuing administrative or maintenance activities, such as general policy and procedure making", and consideration of the CC&Rs is a procedural matter associated with the project, approved under Conditional Use Permit 23-01, thus not subject to CEQA;

NOW THEREFORE, in consideration of the evidence received at the meeting, and for the reasons discussed by the City Council at said meeting, the City Council now resolves as follows:

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

SECTION 2. Environmental. The proposed CC&R is not a project under the

City Council Resolution 25-44
July 8, 2025

California Environmental Quality Act (CEQA) Title 14 CCR 15378(b)(2), a “project does not include “Continuing administrative or maintenance activities, such as general policy and procedure making.” The project associated with the CC&R approved under Conditional Use Permit 23-01 filed for a Class 3 and Class 5 Categorical Exemption pursuant to Sections 15303 and 15313 of the California Environmental Quality Act (CEQA). The consideration of the CC&Rs is a procedural matter associated with the project, thus not subject to CEQA.

SECTION 3. Severability. If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Ordinance or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

SECTION 4. Certification. The City Clerk shall attest to the passage and adoption of this Resolution by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED, AND ADOPTED the 8th day of July, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Robert Parkhurst, Mayor
City of Sierra Madre

ATTEST:

Laura Aguilar, City Clerk

I LAURA AGUILAR, CITY CLERK OF THE CITY OF SIERRA MADRE, hereby certify that the foregoing Resolution Number was adopted by the City Council of the City of Sierra Madre at the regular meeting held on the 8th day of July 2025.

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

Lagerlof LLP
Attn: Jordan Barrett, Esq.
155 N Lake Ave., 11th Floor
Pasadena, CA 91101

Space Above This Line for Recorder's Use

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE
HIGHLAND GARDENS HOMEOWNERS' ASSOCIATION**

ASSESSOR'S PARCEL NUMBERS:

[5767-021-001]

[REDACTED]
[REDACTED]

DRAFT

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE
HIGHLAND GARDENS HOMEOWNERS' ASSOCIATION**

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivisions (l) or (p) of Section 12955 of the Government Code, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE
HIGHLAND GARDENS HOMEOWNERS' ASSOCIATION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HIGHLAND GARDENS HOMEOWNERS' ASSOCIATION (this "*Declaration*") is dated as of [Month] [XX], [2025], effective as of the date of its recordation ("*Effective Date*"), and made by Declarants Cynthia X. Li and Feng Wang in contemplation of the facts and circumstances in the Recitals below. Unless otherwise indicated, all capitalized terms used in this Declaration have the meanings ascribed to them in Article 1.

Recitals

- A. Declarants hereby certify that they are (i) the fee simple Owners of certain real property located in the City of Sierra Madre ("*City*"), County of Los Angeles, State of California, consisting of the property at 182 West Highland Avenue, Sierra Madre, CA 91024, identified by Assessor Parcel Number 5767-021-001, and as more fully described in Exhibit "A" to this Declaration (the "*Property*"), which is attached hereto and incorporated herein by reference, and (ii) authorized to execute this Declaration.
- B. On May 4, 2023, the City's Planning Commission adopted "Planning Commission Resolution 23-09," conditionally approving a (i) Discretionary Demolition Permit 23-02 and (ii) Conditional Use Permit (CUP 23-01) ("*Conditional Use Permit*") in connection with Declarant Cynthia X. Li's request to construct a three-unit condominium project at the Property.
- C. On May 23, 2023, the City's City Council adopted City Council Resolution 23-21, conditionally approving "Tentative Parcel Map 22-01," described in that resolution as, "Tentative Parcel Map No. 83897, a subdivision of an existing 11,904 square foot parcel for a three (3) unit condominium project," which would apply to the Property (the "*Tentative Parcel Map*").
- D. As required by the "Conditions of Approval" attached to Planning Commission Resolution 23-09, the Conditional Use Permit, which is attached to this Declaration as Exhibit "B," is incorporated into this Declaration as nonamenable.
- E. Declarants intend to develop the Property as a "condominium project," as defined in California Civil Code section 4125, pursuant to the Davis-Stirling Common Interest Development Act and the Subdivided Lands Act, if applicable. The Project, as condominium project, is a Common Interest Development in accordance with California Civil Code section ("*CC §*") 4100, and the Property is the subject of a Condominium Plan (as defined in Article 1).
- F. The condominium project shall be referred to the "*Project*" and will consist of the Common Areas and facilities located on the Property, as well as all structures and improvements erected or to be erected thereon, including three (3) Condominiums, which, following the subdivision of the Property, will consist of Condominiums located at and commonly known as (i) 180 West Highland Ave, Sierra Madre, CA 91024; (ii) 182 West Highland Ave, Sierra Madre, CA 91024; and (iii) 184 West Highland Ave, Sierra Madre, CA 91024.
- G. The Owner of each Condominium (i) will receive title to the Owner's individual Unit plus an undivided interest, as a tenant in common, in the Common Areas within the Project; and (ii) shall have, appurtenant to their respective Condominium, a Membership in the Association, which shall administer and control all of the Common Areas.

- H. Declarants intend, by recordation of (i) this Declaration and (ii) the Condominium Plan in the Recorder's Office for Los Angeles County, to meet the requirements of the Act, and to impose upon the Property mutually beneficial restrictions for the benefit of all of the Condominiums located upon the Property and the Owners thereof. To achieve that purpose, Declarants intend to impose on the Property certain mutually beneficial restrictions, limitations, easements, assessments, liens, and charges (collectively, "**Restrictions**"), as set forth in this Declaration below, subject to which all of the Property will be held, exchanged, leased, sold, and conveyed.
- I. Each of the Restrictions is intended to, and shall, run with the land and each parcel of land now or hereafter comprising all or any portion of the Property is and will be affected and burdened by the covenant of its owners for the benefit of the other parcels within the Property, and their respective heirs, successors, and assigns. Each of the Declarants will hereafter hold, lease, and convey title to the land comprising the Property, subject to the covenants, conditions, easements, and Restrictions set forth in this Declaration.
- J. Declarants hereby establish by this Declaration a plan for the ownership of real property estates consisting of the individual ownership of the area of space contained in each Unit, as well as the co-ownership, as tenants in common, and as herein set forth, of the Common Areas.

NOW, THEREFORE, each of the Declarants hereby covenant, agree, and declare that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, equitable servitudes, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, and every part thereof, in accordance with the plans for its improvement and the division thereof into Condominiums. All of these declarations, limitations, covenants, conditions, Restrictions, equitable servitudes, and easements shall constitute enforceable equitable servitudes, covenants and easements which shall run with the land and shall be binding upon Declarants and their respective successors, assigns and grantees, and all parties having or acquiring any right, title or interest in or to any part of the Project. Each Owner (including Declarants, with respect to any unsold Units within the Project) shall be subject to all of the rights and duties set forth in the Governing Documents.

ARTICLE 1. Definitions

- 1.1 "**Act**" means the Davis-Stirling Common Interest Development Act, as set forth in California Civil Code section 4000, *et seq.*
- 1.2 "**Assessment**" means that portion of the cost of maintaining, improving, repairing, rebuilding, operating and managing the Property which is to be paid by each Owner.
- 1.3 "**Association**" means the Highland Gardens Homeowners' Association, a California nonprofit mutual benefit corporation organized for the purpose of managing the Project as a common interest development.
- 1.4 "**Board of Directors**" or "**Board**" means the board of directors of the Association.
- 1.5 "**Bylaws**" means the Bylaws of the Association, as the same may be amended from time to time in accordance with the required procedures therein.
- 1.6 "**Common Areas**" means the entire Project except for the Units (as defined below) and as shown on the Condominium Plan. The Common Areas include, but are not limited to, all staircases (except

staircase connecting level within one unit) and light wells, roofs, foundations, pipes, ducts for the mutual use of adjoining Units, flues, chutes, conduits, wires, elevator and elevator equipment and other utility installations to outlets, bearing walls, columns and girders, to the unfinished surface thereto, all regardless of location within said Units. The Common Areas also include shutters, awnings, window boxes, doorsteps, stoops, exterior doors, door frames and hardware, screens, windows, garage, outside open areas including back yard, front yard and side yards.

- 1.7 "**Common Expenses**" means the actual and estimated expenses of operating the Property, any reasonable reserves for such purposes, as determined by the Board, and all sums designated Common Expenses by the Governing Documents.
- 1.8 "**Condominium**" means an estate in real property (that being the Property here) consisting of an undivided interest in common in a portion of the Property coupled with a separate interest in space called a Unit, the boundaries of which are described on the Condominium Plan.
- 1.9 "**Condominium Plan**" means (i) the three-dimensional description of the Project in sufficient detail to identify the Common Areas and the Units pursuant to CC § 4285 and which was recorded on [REDACTED], in Parcel Map [REDACTED], inclusive, in the Official Records of the County of Los Angeles, State of California and (ii) a plan consisting of: (a) a description or survey map of the Project, which shall refer to or show monumentation on the ground; (b) a three dimensional description of the Project, one or more dimensions of which may extend for an indefinite distance upwards or downwards, in sufficient detail to identify the Common Area and each Unit; and, (c) a certificate consenting to the recordation of the Condominium Plan pursuant to the Act, signed and acknowledged by the record owner of fee title to the Property. The certificate shall also be signed and acknowledged by the beneficiary of each recorded deed of trust, and the Mortgagee of each recorded Mortgage, encumbering the Project. Owners of mineral rights, easements, rights-of-way, and other nonpossessory interests shall not need to sign the Condominium Plan. The Condominium Plan may be amended or revoked by a subsequently acknowledged and recorded instrument executed by all the Persons who, at the time of amendment or revocation, are Persons whose signatures are required under CC § 4290.
- 1.10 "**Declarant**" or "**Declarants**" means Cynthia X. Li and Feng Wang, and their successors and assigns, as designated in a written instrument executed and acknowledged by Declarant and filed for record in the Official Records of Los Angeles County, California. A successor Declarant shall also be deemed to include the beneficiary under any deed of trust securing an obligation of a then existing Declarant encumbering all or any portion of the Property, which beneficiary has acquired any such portion of the Property by foreclosure, power of sale, or deed in lieu of such foreclosure or power of sale. "Declarant(s)" shall refer historically to the original developers of the Property prior to the transfer of control to the Association. Upon transfer of control, all references to the Declarant shall be interpreted as the Association unless specified otherwise in this Declaration.
- 1.11 "**Declaration**" means this Declaration of Covenants, Conditions and Restrictions, as the same may be amended from time to time.
- 1.12 "**Exclusive Use Common Areas**" means those portions of the Common Area designated for the exclusive use of the Owners and which are appurtenant to the Units. These Exclusive Use Common Areas shall be appurtenant to the Units and shall include balconies, patios, storage areas, and any parking spaces that may be exclusive to a Unit (if any). Additionally, any doorsteps, stoops, porches, exterior doors, door frames and hardware incident thereto, screens and windows or other fixtures designed to serve a specific Unit, including, but not limited to, wiring and HVAC systems

located on the roof of the Building and which service any individual Unit, but located outside the boundaries of such Unit, are Exclusive Use Common Areas allocated exclusively to that Unit.

- 1.13 "**Expenditure**" means a fine or penalty levied to bring a Member and his Condominium into compliance with the Governing Documents, or a charge levied to reimburse the Association for costs incurred by it in the repair of damage to the Common Areas and facilities caused by the Member.
- 1.14 "**Governing Documents**" means this Declaration, any exhibits attached to it, the Bylaws of the Association, and the operating rules and regulations for the Members adopted by the Board of Directors of the Association, as each such document may be amended from time to time.
- 1.15 "**Map**" means the final parcel map, entitled "[REDACTED]," prepared in substantial conformance with the Tentative Parcel Map and attached hereto as Exhibit "C."
- 1.16 "**Member**" means a Person entitled to Membership in the Association as provided herein and in the Bylaws. Whenever "Member" or "Membership" is used in this Declaration for the purpose of determining quorums, percentages, or minimum or maximum numbers for voting, all Persons who are Members because of their joint ownership of a particular Condominium shall be counted as one (1) Member for these purposes.
- 1.17 "**Mortgage, Mortgagee, Mortgagor**" "**Mortgage**" includes a deed of trust as well as a mortgage and means a conveyance of a security interest in real property in good faith and for value. "Mortgagee" includes a beneficiary or a holder of a deed of trust as well as a mortgage. "Mortgagor" includes the trustor of a deed of trust as well as a mortgagor.
- 1.18 "**Owner**" means the record holder(s) of title of a Condominium. Owner shall include any Person having a fee simple title to any Condominium and a purchaser under a recorded installment land sales contract, excluding any Person having any interest merely as security for the performance of an obligation. Whenever "Owner" is used in this Declaration for the purpose of determining quorums, percentages, or minimum or maximum numbers for voting, all co-Owners of a particular Condominium shall be counted as one (1) Owner. If a Condominium is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the seller, shall be considered the Owner.
- 1.19 "**Person**" means a natural person, a corporation, a partnership, a trustee, or other legal entity.
- 1.20 "**Project**" means the Property, including all structures and improvements erected or to be erected thereon.
- 1.21 "**Property**" means the Project, and all real and personal property intended for or used in connection with the Project, including and all easements and rights appurtenant to it.
- 1.22 "**Unit**" means the elements of a Condominium, which are *not* owned in common with other Owners or by the Association, as separately shown, numbered and designated (including a description of the boundaries thereof) in the Condominium Plan, consisting of the space, improvements, and fixtures bounded by and contained within the interior surfaces of the perimeter walls, floors, roofs, windows, doors for such Unit. Each Unit includes both the portions of the building(s) so described in the plan and the airspace so encompassed. If any portion of the Common Areas encroaches upon any Unit because of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Project, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. Each Unit is subject to any encroachments as may now exist or may be later caused or created in any manner. In interpreting deeds and the

Condominium Plan, the then existing physical boundaries of a Unit, whether in its original state or as reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or the Condominium Plan, regardless of settling or lateral movement of the building and regardless of any minor variance between boundaries shown on the Condominium Plan or deed, and those of the building(s).

ARTICLE 2.

Description of Project, Division of Property, and Creation of Property Rights

- 2.1 **DESCRIPTION OF PROJECT.** The Project consists of the underlying Property, three (3) residential dwellings/Condominiums, and all other structures and improvements erected or to be erected on the Property, plus the Common Areas.
- 2.2 **DIVISION OF PROPERTY.** The Property is divided into the following separate freehold estates:
- A. **Units.** Each of the Units, as defined under Article 1 above, and as separately shown, numbered, and designated on the Condominium Plan.
 - B. **Common Areas.** The remaining portion of the Property, referred to as Common Areas, shall include, without limitation, all of the elements set forth in Section 1.6. Each Owner shall own, as appurtenant to his Unit, an undivided interest in the Common Areas as shown on the Condominium Plan. Each Owner may use the Common Areas in accordance with the purposes for which it is intended without hindering the exercise of, or encroaching upon, the rights of any other Owners.
 - C. **Exclusive Use Common Areas.** Portions of the Common Areas, referred to as Exclusive Use Common Areas, and as defined under Article 1 above, are set aside and allocated for the exclusive use of the Owners. At least [one] parking space shall be appurtenant to each Unit and shall not be transferred by the Owner separately from the Unit. No Owner may lease a parking space to any person who is not an Owner or a resident at the Project without the prior written approval of the Board. The Exclusive Use Common Areas appurtenant to each Unit shall be designated in the deed to the Unit.
 - D. **No separate Conveyance of Common Areas.** The undivided interest in Common Areas appurtenant to each Unit is permanent in character and cannot be altered without the consent of all the Owners affected, and their first Mortgagees, as expressed in an amended Declaration in accordance with the terms herein. The undivided interest in Common Areas cannot be separated from the Unit to which it is appurtenant and shall be deemed to be conveyed or encumbered with its respective Unit, even though the instrument of conveyance or encumbrance may refer only to the Unit.
- 2.3 **PARTITION; POWER OF ATTORNEY.** Except as provided by CC § 4610 and Sections 9.2 and 9.3 of this Declaration regarding damage and destruction and condemnation, there shall be no judicial partition of the Project or any part of it. Whenever partition may be had pursuant to CC § 4610 or this Declaration, each Owner grants to the Association an irrevocable power of attorney to sell the entire Project for the benefit of all Owners. Judicial partition by sale of a single Condominium owned by two or more Persons and division of the sale proceeds is not prohibited, but partition of title to a single Condominium is prohibited.
- 2.4 **FURTHER SUBDIVISION PROHIBITED.** No Owner shall further subdivide the space within his Unit or create a time-share project from any Condominium. A time-share project is one in which

a purchaser receives the right in perpetuity, for life, or for a term of years, to the recurrent, exclusive use or occupancy of a Unit, annually or on some other periodic basis, for a period of time that has been or shall be allocated from the use or occupancy periods into which a Condominium has been divided.

ARTICLE 3.

Association, Administration, Membership, and Voting Rights

- 3.1 **ASSOCIATION TO MANAGE COMMON AREAS.** The Association, through its Board of Directors, shall manage and administer the Project and Common Areas in accordance with the provisions of the Governing Documents. All references to the "Association" in the Governing Documents shall also mean, as the context requires, the Association's Board of Directors.
- 3.2 **MEMBERSHIP.** Each Owner of a Condominium shall automatically, upon becoming an Owner of the same, become a Member of the Association, and shall remain a Member until such time as his ownership ceases for any reason, at which time his Membership in the Association shall automatically cease. Membership shall be in accordance with the Governing Documents. If requested by an officer of the Association (or any other designated representative of the Association), proof of membership (such as a grant deed) must be provided to the Secretary of the Association (or any other designated representative of the Association) prior to any rights of Membership being exercised. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale of the Condominium to which it is appurtenant, and then only to the purchaser of such Condominium. Any attempt to make a prohibited transfer is void. In the event the Owner of any Condominium should fail or refuse to transfer the Membership registered in his name to the purchaser of his Condominium, the Association shall have the right to record the transfer upon its books and thereupon the old Membership outstanding in the name of the seller shall be null and void. Within three (3) days of the transfer of any Condominium, the transferor and transferee thereof must each notify the Board of Directors of the transfer. For any transfer to be effective, other than a foreclosure or other transfer in lieu thereof under a first Mortgage, the Association must be able to issue a certificate stating that all Assessments due to the Association are paid current for that Condominium.
- 3.2 **ADMINISTRATION OF THE AFFAIRS OF THE ASSOCIATION AND VOTING OF MEMBERS.** Administrative responsibilities for the affairs of the Association shall be allocated to the Board of Directors. The Members shall have voting rights as set forth in the Bylaws, with (1) one vote for each Condominium. When a Condominium is owned by more than one Person, all such Persons shall be Members of the Association. All Persons who are Members because of their joint ownership of a particular Condominium shall have a total of only one (1) vote between them for that jointly owned Condominium, which may be exercised as those co-Owners determine; provided, however, that *not* more than *one (1) vote* shall be cast for any such co-owned Condominium.

ARTICLE 4.

Assessments

- 4.1 **CREATION OF THE PERSONAL OBLIGATION OF ASSESSMENTS.** Each of the Declarants agree, for each Condominium owned by Declarants and each Owner, by acceptance of a deed to a Condominium, and whether or not it is expressed in the deed, each such Owner is deemed to agree to pay to the Association's (i) regular annual assessments, (ii) special assessments, and (iii) property tax assessments. Assessments shall be payable without deduction or offset for any claim the Owner may have against the Association. Assessments, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien upon the Condominium against which each

Assessment is made. Each Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner(s) of the Condominium at the time when the Assessment fell due. If more than one person is the Owner, the personal obligation to pay the Assessment shall be joint and several. No Owner may exempt him, her, or itself from liability for the Owner's contribution toward the Common Expenses by waiver of use or enjoyment of any of the Common Areas or abandonment of his Condominium.

- 4.2 **PURPOSE OF ASSESSMENTS.** The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of all residents of the Project, and for the improvement and maintenance of the Common Areas for the common good of the Project.
- 4.3 **REGULAR ANNUAL ASSESSMENTS.** The regular annual assessment (“*Regular Annual Assessment*”) is the total amount of funds necessary to defray the Common Expenses of the Association for each fiscal year and shall include adequate reserve funds for contingencies and for maintenance, repairs, and replacement of the Common Areas’ improvements that must be replaced on a periodic basis sufficient to satisfy the reasonable requirements of any first Mortgagee. Until January 1 of the year immediately following the conveyance of the first Condominium, the Regular Annual Assessment shall be the amount determined by the Declarants. Not less than forty-five (45) days and not more than sixty (60) days prior to the beginning of each subsequent fiscal year, the Association shall establish the Regular Annual Assessment for that fiscal year. As allowed by California law, and as reasonably required by need, the Board of Directors may, for any fiscal year, increase the Regular Annual Assessment by 20% over the previous fiscal year without a vote of Membership. For any increase exceeding 20%, the Board must obtain the assent of a majority of the Members at a duly convened meeting where a quorum of 51% is present in-person, or by proxy (and written ballot) where a quorum of 51% responds, with affirmative votes submitted in-person or by proxy also constituting a majority of the required quorum (except in an emergency situation as defined by CC § 5610 or an exception existing under the California Civil Code related to borrowing from reserves). If the Board fails to establish the Regular Annual Assessment for any fiscal year, the Regular Annual Assessment shall be the same as that of the prior fiscal year. If at any time during the year the Board decides that the amount of the Regular Annual Assessment is inadequate or excessive, it may revise the Assessment for the balance of the fiscal year, effective on the first day of the month following the date of the revision.
- 4.4 **SPECIAL ASSESSMENTS.** In any fiscal year, the Board may levy a special assessment (“*Special Assessment*”) applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property, and for extraordinary expenses incurred by the Association. The Board may not impose a Special Assessment which in the aggregate exceeds 5% of the budgeted gross expenses of the Association for that fiscal year without the approval of a majority of the Members in accordance with the procedures described in Section 4.3 above.
- 4.5 **INCREASE FOR EMERGENCY PURPOSES.** Subject to Sections 4.3 and 4.4, the Board may increase Regular Annual Assessments and impose Special Assessments necessary for emergency situations. For purposes of this section, an emergency situation means any one of the following:
- A. An extraordinary expense required by an order of a court.
 - B. An extraordinary expense necessary to repair or maintain the Property for which the Association is responsible where a threat to personal safety on the Property is discovered.

- C. An extraordinary expense necessary to repair or maintain the Property for which the Association is responsible that could not have been reasonably foreseen by the Association in preparing and distributing the budget. However, prior to the imposition or collection of an Assessment under this Section 4.5C, the Association shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members with the Notice of Assessment.
- 4.6 **PROPERTY TAX ASSESSMENTS.** Until the tax collector segregates the property taxes applicable to each Unit into separate assessments, or if any taxes are assessed against the Common Areas or the property of the Association rather than against the Units, the Association shall levy a property tax assessment.
- 4.7 **SEGREGATION OF FUNDS.** Unless exempt from federal or state income tax, all proceeds paid for reserves or for any Special Assessment shall be segregated and deposited in a special account and shall be used solely for the purpose for which levied, or shall be otherwise handled and used in a manner authorized by law or regulations of the Internal Revenue Service or the California Franchise Tax Board in order to avoid, if possible, their taxation as income of the Association.
- 4.8 **DIVISION OF ASSESSMENTS.** The expenses for Regular Annual Assessments shall be divided among the Owners equally. Special Assessments shall be divided between the Owners on the same basis as Regular Annual Assessments, except where the Special Assessment is levied to raise funds for the rebuilding or major repair of structural Common Areas which houses the Units (if any). In that case, the Special Assessment shall be divided upon the basis of the ratio of the square footage of the floor area of the Units to be assessed. Property tax assessments shall be divided among the Owners according to each Owner's percentage interest in the Common Areas.
- 4.9 **DATE OF COMMENCEMENT AND DUE DATES OF ASSESSMENTS; NOTICE TO OWNERS.** Regular Annual Assessments shall commence as to all Units on the first day of the month following the conveyance of the first Condominium from one or both of the Declarants to an Owner. Regular Annual Assessments shall be payable in equal monthly installments unless the Association adopts some other basis for collection. If the first operating year of the Association is a partial fiscal year, the Regular Annual Assessment for that first operating year shall be based on the number of full calendar months in that fiscal year. Subject to the provisions of Section 4.3, the Association shall determine and fix the amount of the Regular Annual Assessment for each Condominium and send written notice of such to every Owner at least sixty (60) days before the beginning of each fiscal year. The due date for the payment of installments of the Regular Annual Assessment shall be the first day of each month unless some other due date is established by the Association. The due date for payment of a Special Assessment or property tax assessment shall be the date specified in the notice of the Assessment and shall be at least thirty days after the date of delivery of the notice of the Assessment to the Owners.
- 4.10 **EFFECT OF NONPAYMENT OF ASSESSMENTS.** Any Assessment or installment of an Assessment shall become delinquent if payment is not received by the Association within fifteen (15) days after its due date. The Board shall impose a late charge of ten percent (10%) of the delinquent assessment or installment, or \$10.00, whichever is greater on all delinquent payments. A late charge may not be imposed more than once on any delinquent payment, shall not eliminate or supersede any charges imposed on prior delinquent payments, and shall constitute full compensation to the Association for any additional bookkeeping, billing, or other administrative costs resulting from the delinquent payment. Interest also shall accrue on any delinquent payment at an annual rate that shall not exceed twelve percent (12%) per annum. Interest shall accrue

commencing thirty (30) days following the due date of the assessment through and including the date full payment is received by the Association. If any monthly installment of the Regular Annual Assessment is not paid within fifteen (15) days after the due date, the Association may declare the entire unpaid balance of the Regular Annual Assessment immediately due and payable in full. Any Owner who fails to pay a property tax assessment on time shall be responsible to pay any penalty imposed by the tax collector.

4.11 **REMEDIES ON DEFAULT.** In the event of a default in payment of any Assessment or installment, and in addition to any other remedies provided by law or this Declaration, the Board may enforce payment of the Assessment or installment in either of the following ways:

- A. **By Civil Action.** Subject to CC § 5910.1 and the dispute resolution prerequisites in CC §§ 5900, *et seq.*, the Board can bring a civil action against a Member. Each action must be authorized by the Board in accordance with the Governing Documents. Any judgment rendered in the action shall include the amount of delinquency, interest, late charges, costs of collection, court costs, and reasonable attorneys' fees. A civil action may be maintained without foreclosing or waiving lien rights.
- B. **By Recording a Lien and Judicial Foreclosure or Power of Sale.** If any Assessment or installment is not paid within fifteen (15) days after the due date, the Board may deliver a "Notice of Delinquent Assessment" to the Owner of the Condominium assessed and proceed with recording a lien, and possibly foreclosing on that lien, to collect the delinquent amounts discussed in this Article 4.

Notice of Delinquent Assessment. At least 30 days prior to recording a lien upon the separate interest of the Owner of record to collect a debt that is past due, the Board shall notify that owner (or owners) in writing, via a Notice of Delinquent Assessment that is sent by certified mail, of all of the following:

- i. a general description of the collection and lien enforcement procedures of the association and the method of calculation of the amount, a statement that the owner of the separate interest has the right to inspect the association records pursuant to CC § 5205, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed:

"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION";

- ii. An itemized statement of the charges owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any;

- iii. A statement that the owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the Association;

- iv. The right to request a meeting with the board as provided in CC § 5665;

- vi. The right to dispute the assessment debt by submitting a written request for dispute resolution to the association pursuant to the association's "meet and confer" program required by CC §§ 5900, *et seq.*;

vii. The right to request alternative dispute resolution with a neutral third party pursuant to CC §§ 5925, *et seq.*, before the Association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

Recording of Notice of Delinquent Assessment and Lien. No later than 30 days after providing the Notice of Delinquent Assessment to the Owner of record to collect a debt that is past due, a copy of the notice shall be recorded in the office of the Recorder of the County of Los Angeles. The Notice of Delinquent Assessment shall conform to the requirements of CC §§ 5650 and 5675. The Notice shall state the amount of the Assessment then due, including interest, late charges, reasonable attorneys' fees and costs incurred in an effort to collect the delinquent Assessment, as well as amounts due by reason of any acceleration of the Regular Annual Assessment pursuant to Section 4.9. The Notice shall also describe the Unit against which the Assessment has been levied, name the record Owner of the Unit and give the name and address of the trustee authorized by the Association to enforce the lien by foreclosure sale. The Notice of Delinquent Assessment shall be signed by an officer of the Association. The delinquent Assessment described in the Notice of Delinquent Assessment shall constitute a lien upon the Condominium effective on the date on which it is recorded. The Assessment lien shall be in favor of the Association and shall be for the benefit of all Owners. A copy of the recorded Notice of Delinquent Assessment shall be mailed by certified mail to every person whose name is shown as an owner of the separate interest in the Association's records, and the notice shall be mailed no later than 10 calendar days after recordation.

Enforcement of lien. Except as otherwise provided in this Article 4, and subject to the dispute resolution prerequisites in CC §§ 5900, *et seq.*, after the expiration of 30 days following the recording of a lien created pursuant to CC § 5675, the lien for unpaid Assessments may be enforced by sale of the Condominium, by judicial foreclosure or private sale. The decision to initiate foreclosure of a lien for delinquent assessments that has been validly recorded shall be made only by the Board and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board in an executive session at a duly held meeting. Any sale by private power of sale shall be conducted in accordance CC §§ 2924-2924h. The sale shall be conducted by the trustee whose name and address are stated in the Notice of Delinquent Assessment, or by a trustee substituted in, in accordance with CC § 2934a. No action to foreclose the lien shall begin until ten (10) calendar days after a copy of the recorded Notice of Delinquent Assessment has been delivered to the Owner of the Condominium whose Unit is described in the Notice. The Board, acting on behalf of the Owners, shall have the power to bid for the Condominium at a foreclosure or trustee's sale and to acquire and hold, lease, mortgage and convey the Condominium. Each Owner hereby appoints the Board or its authorized agent to act as trustee in any action to enforce the lien.

Release of Lien. The Association shall record a "Release of Notice of Delinquent Assessment," signed by an officer of the Association, no later than 21 days after receipt of payment of the amounts secured by the lien created pursuant to this Article 4 and payment of the cost to the Board of preparing and recording the release.

- 4.12 **PRIORITIES.** When a Notice of Delinquent Assessment has been recorded, it shall constitute a lien on the Condominium prior to all other liens except all taxes, bonds, assessments and other liens which, by law, would be superior to it, and the lien of any first Mortgage of record.

- 4.13 **STATUS CERTIFICATE.** The Board shall furnish to any Owner a statement in writing, signed by the Association's Chief Financial Officer, stating whether the Assessments on the Owner's Condominium have been paid and, if not, the amount of any delinquent Assessments, penalties, attorneys' fees and other charges on the Condominium as of the date of the request for the statement. The statement shall be conclusive evidence of payment of any Assessment stated in the statement to have been paid. The Association may charge a reasonable fee for issuance of the statement.
- 4.14 **WAIVER OF EXEMPTIONS.** Each Owner waives the benefit of any homestead or exemption laws of the State of California as to any Assessment liens created under this Article.

ARTICLE 5.
Duties and Powers of the Association and its Board of Directors

The Association, through its Board of Directors, shall have the power to do any lawful thing required or permitted to be done under the Governing Documents and necessary, appropriate or incidental to the exercise of the express powers or duties of the Association for the peace, health, comfort, safety and general welfare of the Owners, subject only to the limitations on those powers set forth in the Governing Documents. The duties and powers of the Association shall include, but are not limited to, the following:

- 5.1. **MAINTENANCE.** The Association through its Board shall maintain in good condition, repair, replace and manage the Common Areas, including all Exclusive Use Common Areas, all utility installations except those maintained by utility companies, improvements, equipment and landscaping located on the Common Areas, and all furnishings and property acquired by the Association. The Association is responsible for the repair and maintenance of Common Areas occasioned by the presence of wood-destroying pests and organisms in accordance with the procedure set forth in CC § 1364. The Association shall maintain exterior glass surfaces. The Association is not financially responsible for maintenance, repair or replacements caused by the willful or negligent act or omission of an Owner, or his guests or tenants, the cost of which is not covered by insurance. The repair or replacement of excluded items is the responsibility of the Owner. However, if an Owner fails to make required repairs or replacements, upon a majority vote of the Members, and after notice and hearing pursuant to Section 5.5, the Association shall make the repairs or replacements and charge the cost to the Owner as an Expenditure.
- 5.2. **INSURANCE.** The Association shall maintain the insurance policies required by Article 9 of this Declaration.
- 5.3. **DISCHARGE OF LIENS.** The Association shall discharge any lien against the Common Areas and charge the cost to the Owner responsible for the existence of the lien.
- 5.4. **PAYMENT OF EXPENSES.** The Association shall pay all expenses and obligations incurred by it in the conduct of its business.
- 5.5. **ENFORCEMENT HEARINGS.** The Association shall enforce this Declaration. In addition to any other remedies provided in this Declaration, the Association may impose fines, suspend voting rights, or take other disciplinary action against any Owner for failure to pay Assessments and Expenditures or for violation of any provisions of the Governing Documents. Before imposing any fine, suspending voting rights, or taking other disciplinary action, the Association shall provide notice to the Owner and a hearing before the Board according to the following procedure:

- A. the Board shall notify the Member in writing, by either personal delivery or individual delivery pursuant to CC § 4040, at least 10 days prior to the meeting when the Board is to meet to consider or impose discipline upon a Member, or to impose a monetary charge as a means of reimbursing the association for costs incurred by the Association in the repair of damage to Common Areas and facilities caused by a Member or the Member's guest or tenant;
- B. the notification shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a Member may be disciplined or the nature of the damage to the Common Areas and facilities for which a monetary charge may be imposed, and a statement that the Member has a right to attend and may address the Board at the meeting. The Board shall meet in executive session if requested by the Member; and
- C. If the Board imposes discipline on a Member or imposes a monetary charge on the Member for damage to the Common Areas and facilities, the Board shall provide the Member a written notification of the decision, by either personal delivery or individual delivery pursuant to CC § 4040, within 15 days following the action.

A disciplinary action or the imposition of a monetary charge for damage to the Common areas shall not be effective against a Member unless the Board fulfills the requirements of this section. Notwithstanding anything to the contrary contained in this Declaration, the Association shall not have the power to cause a forfeiture or abridgment of an Owner's rights to the full use and enjoyment of his Unit except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under power of sale for failure of the Owner to pay Assessments levied by the Association.

- 5.6 **UTILITY SERVICE.** The Association shall have the authority to obtain, for the benefit of all of the Condominiums, all water, gas and electric service, telephone and television service, refuse collection and janitorial service. The Association shall maintain all utility installations located in the Common Areas, except those installations maintained by utility companies. The Association shall pay all charges for utilities supplied to the Project except those metered or charged separately to the Units.
- 5.7 **EASEMENTS.** The Association shall have authority to grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and any of the Units.
- 5.8 **MANAGER.** The Association shall have the authority to employ a manager or other Persons, and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. However, any contract with a firm or person appointed as a manager or managing agent shall:
 - A. not exceed a one-year term; and
 - B. provide for the right of the Association to terminate the contract at the first annual meeting of the Members of the Association, and to terminate the contract for cause on thirty (30) days' written notice or, without cause or payment of a termination fee, on ninety (90) days' written notice.

- 5.9 **ADOPTION OF RULES; RESOLVING CONFLICTS BETWEEN GOVERNING DOCUMENTS.** The Board shall adopt, and have the power to amend, repeal, publish, and enforce,

rules and regulations governing the use of the Common Area, the facilities thereon, or the other properties, and the personal conduct of the Members, their families, invitees, guests, contract purchasers, lessees, and renters thereon, and shall have power to establish penalties for the infraction of any of such rules and regulations; provided, however, that the Association rules shall not be inconsistent with or materially alter any other provisions of this Declaration, the Articles or Bylaws. A copy of the Association rules as adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. ***In the event of any conflict between any such rules and regulations and the other Governing Documents, the rules shall be deemed to be superseded by the terms of this Declaration, to the extent of any such inconsistency. In the event of a conflict between the terms of this Declaration, the Bylaws, and the Articles, the terms in the following documents will govern and supersede the terms in the other documents, in this order: (1) the Declaration; (2) the Articles; (3) the Bylaws.***

- 5.10 **ACCESS.** In order to perform maintenance, repairs, or any other of its responsibilities, the Association, its agents, and employees may enter any Unit or any portion of the Common Areas at reasonable hours. Entry shall be made with as little inconvenience to the occupant as possible and any damage caused shall be repaired at the expense of the Association. Except in case of an emergency, twenty-four hours' advance notice shall be given to the occupant prior to entry.
- 5.11 **ASSESSMENTS.** The Association shall have the power to levy and collect Assessments in the amount necessary for the purposes for which levied in accordance with the provisions of Article 4.
- 5.12 **EXPENDITURES.** In addition to its Assessment powers, the Association, through its Board of Directors, shall have the power to levy and collect Expenditures. If the Board adopts or has adopted a policy imposing any monetary penalty, including any fee, on any Member for a violation of the Governing Documents, including any monetary penalty relating to the activities of a guest or tenant of the Member, the board shall adopt and distribute to each Member, in the annual policy statement prepared pursuant to CC § 5310, a schedule of the monetary penalties that may be assessed for those violations, which shall be in accordance with authorization for Member discipline contained in the Governing Documents. The Association shall impose an Expenditure upon an Owner only after notice and hearing in accordance with CC §§ 5850 and 5855, and Section 5.5. An Expenditure is the personal obligation of the Owner against whom it is charged. If more than one person is an Owner, the personal obligation to pay the Expenditure shall be joint and several. An Expenditure is due fifteen (15) days after receipt by the Owner of written notice from the Association of the imposition of such. The Board shall impose a late charge of ten percent (10%) of the delinquent Expenditure or \$10.00, whichever is greater, on all delinquent Expenditures. A late charge may not be imposed more than once on any delinquent Expenditure, shall not eliminate or supersede any charges imposed on prior delinquent payments, and shall constitute full compensation to the Association for any additional bookkeeping, billing, or other administrative costs resulting from the delinquent Expenditure. Any Expenditure not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum through and including the date full payment is received by the Association. In any action to collect an Expenditure, the Association shall be entitled to costs of collection and attorneys' fees. An Expenditure shall become a lien upon a Unit upon the recording of a Notice of Delinquent Assessment which contains the information set forth in Section 4.10B above; provided, however, the lien of an Expenditure may *not* be enforced by sale of the Condominium pursuant to CC §§ 2924, 2924b and 2924c.
- 5.13 **ACQUISITION AND DISPOSITION OF PROPERTY.** The Association shall have the power to acquire, own, improve, operate, maintain, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with its affairs.

- 5.14 **LOANS.** The Association shall have the power to borrow money and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
- 5.15 **CONTRACTS.** The Association shall have the power to contract for goods and services for the Common Areas or the Association.
- 5.16 **SUSPENSION OF MEMBERSHIP RIGHTS & PRIVILEGES OF OWNER.** If any Owner (or the occupant of any Condominium owned by such Owner, or the invitee or licensee of such Owner) violates any of the provisions of the Government Documents, including failing to pay any Assessment by its due date, in addition to all remedies provided in those documents, the rights and privileges of such Owner as a Member of the Association, including, but not limited to, the right to vote under this Declaration and the Bylaws, may be suspended. The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner, family, tenants, guests: (i) For any period during which any assessment against his Unit remains unpaid; and (ii) for any reasonable period of time in relation to the seriousness and/or severity of the violation for any infraction of the Associations published rules and regulations, or for any period during which such infraction persists, after reasonable notice and an opportunity to request a hearing by the Board of Directors of the Association in accordance with Section 5.5.
- 5.17 **RIGHT OF INSPECTION AND ABATEMENT.** The Association, or its Board or agents, shall have the power and authority, without any liability to any Owner, to (i) enter upon and inspect any Condominium/Unit (and the exterior of such), fence, or wall for the purpose of fulfilling its own obligations and establishing conformity to the Governing Documents; and (ii) enter any of the Condominiums/Units to perform its obligations hereunder, or the obligations of Owners which such Owner refuses to perform (which right shall be immediate in case of an emergency originating in or threatening such Unit), whether the Owner is present or not. Further, the Association shall also have the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration. The Association shall be entitled to reimbursement for attorneys' fees and costs incurred in any legal action deemed necessary by the Board to enforce the rights provided under this Declaration, including an attorney's demand letter(s) to an Owner to cease any violation of such.
- 5.18 **DELEGATION.** As described in the Bylaws, the Association, through its Board of Directors, shall have the power to delegate its authority and powers to committees, officers, or employees of the Association; provided, however, the Association may not delegate the following powers to any Person other than the Board:
- A. commencing litigation;
 - B. recording a lien or foreclosing on a lien for a Member's failure to pay Assessments;
 - C. making capital expenditures;
 - D. imposing discipline and levy Expenditures for violations of the Governing Documents; or
 - E. holding disciplinary hearings pursuant to Section 5.5.

ARTICLE 6.
Easements, Utilities, and Owners' Rights and Duties

6.1 **OWNERS' RIGHTS AND DUTIES.** The rights and duties of the Owners with respect to sanitary sewer, water, electricity, gas, television receiving and telephone lines and facilities, and heating facilities are as follows:

- A. All Owners of Condominiums served by sanitary sewer, water, electricity, gas, television receiving, telephone lines or connections, conduits, ducts or flues shall have an easement to enter upon the other Condominiums and the Common Areas in which those facilities lie in order to maintain, repair, or replace those facilities.
- B. Whenever sanitary sewer, water, electricity, television receiving, telephone lines or connections, conduits, ducts or flues installed on the Property serve more than one Condominium, the Owner of each Condominium served by those facilities shall be entitled to the full use and enjoyment of those portions of the facilities which service his Unit.
- C. In the event of a dispute between Owners with respect to the manner, cost or allocation of cost of repair or rebuilding of the above facilities, the matter shall be resolved in accordance with the dispute resolution procedures in Article 10 below.

6.2 **EASEMENTS FOR UTILITIES AND MAINTENANCE.** Declarants reserve easements over and under the Property for the installation, repair and maintenance of electric, telephone, water, gas and sanitary sewer lines and facilities, heating facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as shown on the Map or required to service the Property. Declarants also reserve the right to grant and transfer such easements.

6.3 **OWNERS' OBLIGATIONS.** Each Owner, at all times, and at Owner's sole cost and expense, shall:

(i) maintain his Unit in good condition and repair, keep the Exclusive Use Common Areas appurtenant to the Owner's Unit clean and neat, and be responsible for repair, replacement and cleaning of the windows and glass of the Owner's Unit, both exterior and interior. Each Owner has the exclusive right to paint, plaster, panel, tile, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his Unit. If an Owner fails to maintain the interior of his Unit or the Exclusive Use Common Areas appurtenant to the Owner's Unit in a manner necessary to preserve the appearance, value, and sanitation of the Property, the Association may notify the Owner of the work required and request it be done no later than sixty (60) days from the date of the notice. If an Owner fails to comply with the notice requirement, the Association shall enter the Unit pursuant to Section 5.10, cause the work to be done, and levy an Expenditure against the Owner for the cost of the work;

(ii) repair damage caused by termites and dry rot affecting the interior of the Owner's Unit; provided that, if the cause appears to be something within the Association's control or caused by the acts of the Association's agents or employees, Owners may petition the Board for reimbursement of costs to repair. To the extent an Owner or their guests, family, tenants or invitees could have mitigated or prevented damages caused by termites or dry rot, but did not, Owner is responsible for those losses and must arrange repairs or reimburse the Association if Owner refuses to arrange appropriate repairs and the Association is forced to do the repair work;

(iii) be legally liable to the Association for all damages to the Common Areas or to any improvements thereon or thereto, including but not limited to the buildings, recreation facilities, landscaping, and fencing caused by such Owner or any occupant of such Owner's Unit, or visitors,

guests, etc. of any Owner or tenant residing in the Unit, or caused by any improvement to the Unit constructed by Owner, with or without approval of the Architectural Committee or Board;

(iv) maintain, repair, and replace all structures and structural aspects of the improvements on or upon the Owner's Unit not covered by the Association's master insurance policy, such as earthquake or other uninsured or exempt event or hazard; and

(v) be responsible for purchasing and maintaining individual insurance coverage for interior improvements in their Condominiums, their personal belongings, and areas over which they have exclusive rights to use. Such insurance shall include: (a) loss or damage of personal property or improvements not covered by the Association's master policy from fire and other hazards covered by the standard extended coverage and any endorsements; (b) additional perils shall be at the option of the Owner, including coverage of all personal property; and (c) individual liability insurance for accident and injuries occurring within the Condominium/Unit.

6.4 **OWNERS' COMPLIANCE.** Each Owner shall comply with the provisions of this Declaration, the Bylaws, and any rules and regulations adopted by the Board. Failure to comply with any of the above shall be grounds for a civil action to recover sums due for damages or for injunctive relief. All agreements and determinations lawfully made by the Board in accordance with the voting percentages established in this Declaration or the Bylaws shall be binding on all Owners, and their successors and assigns.

ARTICLE 7. Use Restrictions

In addition to all other Restrictions contained in this Declaration, the use of the Property and each Condominium is subject to the following provisions.

7.1 **RESIDENTIAL USE.** All Condominiums shall be used for residential purposes only. No tent, trailer, garage or structure of a temporary character may be used at any time as a residence. Except for administrative and professional practices allowed by local ordinance, and except for use by Declarants in connection with Declarants' sales activities as provided in Section 7.2, no part of any Condominium shall ever be used or cause to be used or allowed or authorized in any way directly or indirectly, for any business, commercial, civil, manufacturing, mercantile, storing, vending, or other such nonresidential purposes excepting, home offices or occupations without external evidence thereof. No internal business will be allowed to infringe on Common Areas. No trade or business may be conducted in any Condominium

7.2 **SALES ACTIVITIES.** Declarants may use any Units in the Project owned by Declarants to conduct sales activities and as sales models until all Units have been sold.

7.3 **OCCUPANCY LIMITATIONS.** Unless stated otherwise in a subsequently adopted rule of the Association, no three-bedroom Unit shall be occupied by more than five (5) people.

7.4 **USE OF PARKING SPACES; GARAGE USE.** The Board has authority to adopt reasonable rules and regulations regarding parking in the Project, and the Board shall assign or otherwise designate the use of parking spaces which are not appurtenant to the Units. Unless otherwise permitted by the Association, no Owner, renter, lessee, resident, invitee or other person, shall park, store, or maintain in or on the Project any boats, trailers, campers, trucks, or commercial vehicles not customarily used as a means of general transportation. Nor shall anyone repair or rebuild any boat, trailer, camper, or any other vehicle anywhere upon the Property, except in the case of an emergency. Parking spaces shall be used solely for parking bicycles and non-commercial passenger

motor vehicles, which means automobiles, station wagons, pickup trucks, motorcycles, and light vans. No person shall park a motor vehicle anywhere upon the Property other than his designated parking space or parking areas designated by the Association for temporary parking. No vehicle shall be parked, stored, or maintained overnight in or on the Project or any portion thereof or for any period longer than six (6) hours within any twenty-four (24) consecutive hour period, except in a parking area approved by the Association or in a garage; provided, however, that the temporary parking of boats, trailers, campers, vehicles towing another vehicle, or other vehicles not customarily used for means of general transportation for periods of short duration, but not to exceed twenty-four (24) hours within any forty-eight (48) consecutive hour period and only as an incident to loading of, or unloading therefrom, shall be allowed. Any vehicle owned by an Owner and parked at the Project, whether registered or unregistered, which is dilapidated, inoperable, or unreasonably unsightly, as determined by the Board, in its sole discretion, may be towed away at the expense of the Owner if not voluntarily removed by the Owner upon request of the Board of Directors. Any garages shall be used only for the parking of motor vehicles and the enclosed storage of family effects and shall not be converted for living or recreational activities. There shall be no storage of any item in or upon a Unit except in an area not visible from the Common Areas, other Units, or adjoining streets. No item of any sort may be stored by Owners, renters, lessees, or residents in the Common Areas. Garage doors (if any) shall remain closed at all times, except when entering or exiting. The Board may adopt such additional rules and regulations respecting this section as from time to time seems to be in the best interest of the Owners. Any garage approaches shall only be used for entering and existing garages and shall not be used for parking vehicles.

7.5 **NUISANCE.** No person may interfere with the quiet enjoyment of any other resident of the Project or carry on any activity in any part of the Property, which is noxious, illegal, seriously annoying or offensive to a person of reasonable sensibility. No activity may be carried out which increases the rate of insurance for the Project or causes any insurance policy to be canceled or not renewed, or which will impair the structural integrity of any building.

7.6 **SIGNS.** Except signs authorized by this section or by the Association, no signs may be displayed to public view on any portion of the Property except signs approved by the Association. "For Sale" or "For Rent" signs shall be allowed provided they (i) do not exceed five (5) square feet in size and (ii) they are only displayed in those parts of the Common Areas easily viewed by the general public and designated by the Board. Project identification signs approved by the Association and signs maintained by Declarants in connection with Declarants' sales activities are excluded from the prohibitions set forth in this section.

7.7 **PETS AND ANIMALS.** No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be kept in any Unit or elsewhere within the Project, except up to two (2) small domestic dogs or cats (or one of each), birds inside bird cages, and fish within fish tanks, may be kept as household pets within any Unit, provided they are not kept, bred, or raised therein for commercial purposes and do not cause an odor or noise such as would unreasonably disturb the use and enjoyment of the Property by other Owners. All dogs or cats must be carried or lead on a leash when in or upon the Common Areas. Any Owner shall be liable to each and all remaining Owners, their families, guests, and invitees, and to the Association, for any and all damage to person or property caused by any pets brought upon or kept upon the Units or the Common Areas by any Owner or by members of his family, guests, or invitees. The Board of Directors has authority to adopt rules and regulations related to the control and maintenance of pets and appropriate penalties for infractions of such rules and regulations.

7.8 ~~**GARBAGE DISPOSAL.**~~ ~~All garbage~~ **TRASH STORAGE AND DISPOSAL REQUIREMENTS.** To maintain aesthetic standards and prevent nuisances related to odors or

pests, all trash containers at the Project shall be stored off the street and out of public view on days when they are not scheduled for collection. In addition, all trash and other waste shall be kept in sanitary containers and regularly removed from the Property. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept only upon the portion of the Common Areas designated by the Association.

- 7.9 **RADIO AND TELEVISION ANTENNAS.** No addition to or modification of a central radio or television antenna system or cable television system, as developed by Declarants and as maintained by the Association, shall be permitted. No Owner may be permitted to construct or use his own external radio or television antenna without the consent of the Association.
- 7.10 **RIGHT TO LEASE.** No lease of a Unit may be for less than thirty (30) days and Units are not to be used for hotel or transient purposes (meaning, a rental arrangement where occupants are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service). Subject to the restrictions in this subsection, an Owner may lease his Unit/Condominium, provided the lease is in writing, it pertains to the entire Unit, and it is made subject to the Governing Documents and the Restrictions in this Declaration (to the extent they apply to a tenant of an Owner), and a copy of the lease is sent to the Board. Any failure of a tenant to comply with the terms of the foregoing shall be a default under the lease. A copy of this Declaration, the Bylaws, and the rules and regulations of the Association shall be provided by the Owner to the tenant at the time a lease is executed. The lease/rental agreement also applies to a third-party rental (i.e., a sub-lease). Non-resident Owners shall provide the Association with identification of all tenants in writing within a reasonable time after the change in occupancy. Each Owner shall be responsible for any of its tenant's compliance with the Governing Documents.
- 7.11 **ARCHITECTURAL CONTROL.** No building, fence, wall, balcony, screen, patio, tent, awning, carport, improvement, or structure of any kind may be erected, painted or maintained upon the Common Area, nor shall any alteration or improvement be made to the Common Areas, until approved in writing by the Board. Plans and specifications showing the nature, shape, color, size, materials, and location of any improvements or alterations shall be submitted to the Board for approval as to quality of workmanship, design, harmony of external design with existing structures, and location in relation to surrounding structures. The Board shall not deny approval of any modification to or facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons, without good cause. However, the Board may condition its approval of such modifications in accordance with CC § 1360. In the event the Board fails to approve or disapprove plans and specifications within thirty (30) days after they have been submitted, they shall be deemed approved by the Board.
- 7.12 **CLOTHES LINES.** No exterior clotheslines may be erected and there may be no outside laundering or drying of clothes.
- 7.13 **STORAGE.** Any obstruction of the Common Areas is prohibited. Nothing may be stored in the Common Areas without the prior consent of the Board, except in designated storage areas.
- 7.14 **WINDOW COVERING.** All window coverings visible from the street or Common Area shall be in a neutral color, unless otherwise approved by the Board.
- 7.15 **FLOOR COVERING.** Each room other than the kitchen and bathrooms in all Units located above other Units shall have carpeting or other noise deadening materials approved by the Board in fifty percent (50%) of its square footage, in order to reasonably reduce noise.

- 7.16. **HAZARDS AND WASTE.** No hazardous, toxic or contaminated materials which are regulated by any federal, state or local agency shall be stored, placed or used on the Project; provided, however, the Owner of a Unit shall be entitled to use appropriate cleaning supplies and materials for the Unit which contain hazardous, toxic or contaminated materials, provided such cleaning supplies and materials are promptly disposed of in accordance with applicable law. Within ten (10) days of receipt of written notice from the Board specifying any item which creates such an insurance issue or constitutes such waste, the Owner shall cause such item to be removed at such Owner's sole cost and expense. If any such item is not timely removed, the Board or its designated agents may enter upon such an Owner's Condominium or Common ~~Area~~Areas, and remove or cause to be removed such item, and assess the Owner the amount of all costs and expenses for such.
- 7.17 **OIL DRILLING.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the Project, nor shall oil wells, tanh, tunnels or mineral excavations or shafts be permitted upon the surface of the Project or within five hundred (500) feet below its surface. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Project.
- 7.18 **EXTERIOR LIGHTING REQUIREMENTS.** To maintain nighttime privacy and comply with local dark-sky ordinances (if applicable), all exterior lighting fixtures at the Project must be shielded and directed downward to minimize light pollution and prevent glare into neighboring Units or properties surrounding the Project.
- 7.19 **SMOKING RESTRICTIONS IN COMMON AREAS.** To protect the health of residents of the Project and minimize fire hazards, smoking of any kind (including cigarettes, cigars, vaping, or cannabis) is strictly prohibited in all Common Areas. The Association is authorized to post "No Smoking" signage in Common Areas, as necessary, to remind residents and their guests of this requirement.
- 7.20 **LANDSCAPING AND GARDENING EQUIPMENT RESTRICTIONS.** To comply with California's move toward zero-emissions landscaping practices and any local ordinances, all landscaping and gardening-related work and services performed at the Project shall be performed without the use of *gas-powered* equipment, including, but not limited to, gas-powered leaf blowers, lawn mowers, and trimmers.
- 7.21 **MAILBOX LOCATION & MAINTENANCE.** To ensure accessibility, compliance, and uniform appearance, all mailboxes at the Project shall be centrally located and maintained in accordance with United States Postal Service (USPS) regulations. No alterations may be made to the mailbox cluster without the advance approval of both the Association and the USPS.
- 7.22 **SURVEILLANCE AND SECURITY CAMERA GUIDELINES.** To balance security needs with privacy rights, Owners may install personal doorbell or surveillance cameras (e.g., Ring cameras) on their individual Units, provided they do not infringe on the reasonable privacy of neighbors or record audio or video in Common Areas without the consent of those who may be captured on such recorded data. Installation of any such surveillance cameras must be discreet and approved in advance by the Association.
- 7.23 **QUIET HOURS.** Except as to the equipment and operations specifically for emergency work, between the hours of 10:00 p.m. and 7:00 a.m. of the following day, no Owner or occupant of a Condominium shall (i) operate or cause to be operated any machinery, equipment, tools, or other mechanical or electrical device; or radio receiving set, musical instrument, phonograph, or television set; or other machine or device of any kind; or (ii) engage in any other activity in such

manner as to disturb the peace, quiet, and comfort of neighboring residents or any reasonable person of normal sensitiveness in one of the Condominiums or the surrounding areas of the Project.

**ARTICLE 8.
Mortgage Protection Provisions**

- 8.1 **MORTGAGE PERMITTED.** Any Owner may encumber his Condominium with a Mortgage.
- 8.2 **SUBORDINATION.** Any lien created or claimed under the provisions of this Declaration is subject and subordinate to the rights of any first Mortgage that encumbers a Condominium. No such lien shall in any way defeat, invalidate or impair the obligation or priority of a first Mortgage unless the Mortgagee expressly subordinates its interest to such lien in writing.
- 8.3 **RESTRICTIONS ON CERTAIN CHANGES.** Except as provided by statute, unless the holders of [all] the first Mortgages (based upon one vote for each first Mortgage owned) and [all] Owners of the Condominiums vote for (or have given their prior written approval of) the Association taking the following actions, the Association shall not be entitled to:
- A. seek to abandon or terminate the Project;
 - B. change the pro-rata interest or obligations of any Unit for the purpose of:
 - i. levying Assessments;
 - ii. allocating distributions of hazard insurance proceeds or condemnation awards; or
 - iii. determining the pro-rata share of ownership of Common Areas;
 - C. partition or subdivide any Unit;
 - D. seek to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Areas. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Project is not a transfer within the meaning of this clause); or
 - E. use hazard insurance proceeds for losses to any Condominium for other than the repair, replacement or reconstruction of it.
- 8.4 **EFFECT OF BREACH.** No breach of any provisions of this Declaration shall invalidate the lien of any Mortgage on any Condominium, but this Declaration shall be binding on any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.
- 8.5 **NOTICE TO MORTGAGEES.** Upon any damage or loss to a Mortgaged Condominium which exceeds one thousand dollars (\$1,000.00), or upon any loss to the Common Areas which exceeds ten thousand dollars (\$10,000.00), or upon any taking or condemnation of the Common Areas by an authorized government body, written notice of the loss or taking shall be given to the Mortgagee of record. If any Owner of a Condominium is in default under any provision of the Governing Documents which is not cured within sixty (60) calendar days after written notice to the Owner, the Association shall give to the Mortgagee of record of such Owner written notice of the default and the fact that the 60-day period has expired.

8.6 **DISTRIBUTION OF INSURANCE AND CONDEMNATION PROCEEDS.** No Owner or any other Person shall have priority over the rights of first Mortgagees in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Units or Common Areas and any provision in the Governing Documents to the contrary is void. All applicable insurance policies shall contain loss payable clauses acceptable to the first Mortgagees, naming them as their interests may appear.

8.7 **RIGHT TO EXAMINE BOOKS AND RECORDS, NOTICE AND ATTENDANCE AT MEETINGS.**

Any first Mortgagee shall, upon request, be entitled to:

- A. inspect the books and records of the Association during normal business hours;
- B. receive an annual audited financial statement of the Association within ninety (90) days following the end of the fiscal year of the Project;
- C. written notice of all meetings of the Association; and
- D. designate a representative to attend all Association meetings to draw attention to violations of this Declaration that have not been corrected or made subject to remedial proceedings or Assessments.

8.9 **FORECLOSURE.** Each holder of a first Mortgage who obtains title to a Condominium pursuant to a foreclosure proceeding shall not be liable for unpaid Assessments and charges against the Condominium which accrued prior to the acquisition of it by the first Mortgagee; provided, however, that any such first Mortgagee shall be liable for any Assessments becoming due after the date of the transfer. Subsequently levied Assessments may include previously unpaid Assessments, provided all Owners are required to pay their proportionate share of the previously unpaid Assessments.

8.10 **OBLIGATIONS FOR TAXES; LIEN ON INDIVIDUAL UNIT.** to the extent allowed by local law, all Condominiums shall be separately assessed and taxed so that all taxes, assessments, and charges which may become liens prior to first Mortgages under local law shall relate only to the individual Condominiums and not to the Project as a whole. Each Owner shall be obligated to pay any taxes or assessments assessed by the County Assessor of the County of Los Angeles against his Unit and against his personal property. If any Owner permits any lien to be filed on any part of the Project for labor and/or materials furnished at the request of such Owner, such Owner shall, upon written demand by the Board, cause the same to be promptly removed, and if he or she fails to do so, the Board shall have the option but not the obligation, to take such action as may be necessary to remove same. In such event, all costs and expenses incurred, including reasonable attorneys' fees, shall be a debt of such Owner, and shall be specially assessed against the Owner by the Board. The provisions of this Declaration relating to the enforcement of a lien for unpaid Assessments shall be applicable for the enforcement of such lien.

8.11 **NON-CURABLE BREACH.** Any Mortgagee who acquires title to a Condominium by foreclosure shall not be obligated to cure any breach of this Declaration that is not curable or not practical to cure.

8.12 **RIGHT TO FURNISH INFORMATION.** Any Mortgagee can furnish information concerning the status of any Mortgage to the Association.

ARTICLE 9.
Insurance, Destruction of Project, Condemnation

9.1 INSURANCE COVERAGE.

A. In accordance with CC § 5806, the Association shall maintain crime insurance, employee dishonesty coverage, fidelity bond coverage, or their equivalent, for its directors, officers, and employees, in the amounts described in this Article 9. If coverage amounts are not set by this Article or by the Board during its annual review of the limits and coverage amounts set forth below, in accordance with CC § 5806, the coverage amount for that policy or those policies shall be an amount that is equal to or more than the combined amount of the reserves of the Association and total Assessments for three months. The coverage maintained by the Association shall also include protection in an equal amount against computer fraud and funds transfer fraud. If at any point, the Association uses a managing agent or management company, the Association's crime insurance, employee dishonesty coverage, fidelity bond coverage, or their equivalent, shall additionally include coverage for, or otherwise be endorsed to provide coverage for, dishonest acts by that person or entity and its employees.

i. **Fire and Casualty.** A master policy of fire and casualty insurance covering the Project and the Property, including all buildings, structural, and other improvements on the Units against loss or damage for coverage to include loss or damage by fire and other hazards covered by the standard extended coverage, providing multi-peril coverage endorsement, and coverage for such other risks as are commonly covered with respect to projects similar to the Project in construction, location and use, or such other fire and casualty insurance as the Association determines gives substantially equal or greater protection. The amount of Coverage shall be equal to the full replacement value of the Project, unless an alternate value is agreed to by the Board and memorialized in writing. The policy shall be in a form and from an insurance carrier satisfactory to the Board and to any first Mortgagee who inquires of the Association as to the acceptability of any policy. The coverage insuring improvements within the Units shall include replacement of all fixtures and as-built standards. The Association is not responsible for maintaining coverage for costly upgrades in window treatments, wall coverings, floor coverings, etc. Owners are responsible for procuring insurance to replace upgraded fixtures within the Units that are not generally covered under the Association's master policy. Additional insured perils shall be at the option of the Association. The Association may also insure any property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and "Named Insured" of such insurance. The insurance coverage with respect to the buildings, structures, and Common Areas and common facilities shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as the Trustee for the Owners. The insurance proceeds shall be used by the Board for repair or replacement of the property for which the insurance was carried or otherwise disposed of as hereinafter provided.

ii. **Comprehensive Public Liability.** Comprehensive public liability coverage insuring against such risks as are customarily covered with respect to projects similar to the Project in construction, location and use, insuring against any liability to the public or to any Owner, their invitees or tenants incident to their occupation and/or use of the Common Areas and the Units in a combined personal injury and property damage coverage of liability not less than \$2,000,000 (such limits and coverage to be reviewed at least annually by the Board and increased in its discretion). This coverage shall be issued in the name of the Association and shall include Owners in their capacity as Members of the Association

as additional insured and evidence thereof shall be furnished to each additional insured. Coverage under this policy shall include, but not be limited to, legal liability of the Association for bodily and personal injuries, property damages, operations of automobiles on behalf of the Association, and operations of the Association in connection with the operation, maintenance or use of the Common Areas. The policy shall be issued on a comprehensive liability basis and provide cross-liability endorsements so the rights of any named insured under the policy shall not be prejudiced in an action against another named insured;

iii. **Workers' Compensation Insurance.** *If the Association has any employees*, statutory Workers' Compensation Insurance together with Employer's Liability Insurance with limits of at least \$1,000,000 pursuant to Section 3700 of the California Labor Code, along with the certificates of insurance, a Waiver of Subrogation endorsement in favor of the Association, and its officers, agents, employees, and volunteers.

iv. **Directors and Officers Insurance.** Directors and Officers coverage to the extent available and deemed advisable by the Board.

v. **Fidelity Bond.** A fidelity bond or policy of insurance covering all members of the Board and employees of the Association against dishonest acts on the part of any person entrusted with or permitted to handle funds belonging to or administered by the Association, including any professional manager and his employees, naming the Association as the insured.

- F. **Insurance Premiums.** Insurance premiums for the policies required under this Article shall be a Common Expense to be included in the Regular Annual Assessment levied by the Association. The portion of the Assessment attributable to insurance premiums shall be held in a separate account of the Association and used only for the payment of insurance premiums as they become due.
- G. **Review of Policies.** All policies of insurance shall be reviewed by the Board at least annually and adjusted, if necessary, if they fail to provide such coverage and protection as the Association may deem prudent, or as reasonably required by any first Mortgagee.
- H. **Owners' Insurance.** Each Owner may insure his personal property and the improvements and betterments added to the Owner's Unit. Each Owner must obtain liability insurance for the interior of the Owner's Unit.
- E. **General Policy Provisions.** Each insurance policy obtained and maintained by an Owner shall (i) name the Association as an insured party, as trustee for the Owners; and (ii) provide that coverage may not be canceled or substantially changed without at least thirty (30) days' prior written notice to the Association, each Owner, and the first Mortgagee of that Owner (if any). Each policy shall contain a waiver of subrogation by the insurer as to all claims against the Association, the Owners, and the Owner's agents, employees, and tenants. Each policy shall also contain a waiver of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.
- I. **Additional Insurance.** Nothing in this section restricts or prohibits the Association from maintaining additional policies of insurance as it, in its discretion, deems necessary or reasonable, or as reasonably required by any first Mortgagee.

- J. **Additional Board Policies.** The Board shall have the power to adopt policies relating to (i) the payment of insurance deductibles as between the Association and Members consistent with the obligations and provisions contained in this Declaration; and (ii) making claims, adjusting claims, and receiving and disbursing proceeds from any insurance settlements. All requests of members to make claims on the Association's master policy must go through the Board of Directors or its designee.

9.2 DAMAGE OR DESTRUCTION OF PROJECT.

- A. **Damage to a Single Unit.** If a single Unit within the Project is damaged by a casualty, which is covered by insurance, the insurance proceeds shall be paid to the owner of the Unit and the Owner's Mortgagee according to the Owner's respective interests in the Condominium. The insurance proceeds shall be used to rebuild and repair the Unit. If the proceeds are insufficient to complete the work, the Owner shall pay whatever additional sums may be necessary to complete the rebuilding and repair.

- B. **Damage to Two or More Units or Common Areas.** If any damage extends to two or more Units or any part of the Common Areas, the following procedures shall be employed for disposition of insurance proceeds and guidance in reconstruction:

i. **Minor Casualty.** If the available insurance proceeds initially offered or paid by the insurer does not exceed one-hundred thousand dollars (\$100,000.00), and the cost of repairing or rebuilding does not exceed the amount of available insurance proceeds by more than five thousand dollars (\$5,000.00), the insurance proceeds shall be paid to the insurance trustee. The Association, through its Board and on behalf of the Owners, shall enter into an insurance trust agreement, consistent with this Declaration, with a bank, savings and loan association, or other trustee designated by the Association (insurance trustee), relating to its powers, duties and compensation. The Association shall promptly contract to repair and rebuild the damaged portions of the Units and the Common Areas. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Association shall levy a Special Assessment on all Owners, subject to the provisions of this Declaration governing Special Assessments.

ii. **Major Casualty.** If subparagraph 9.2B.i. above is inapplicable, then the following shall apply:

- a. All insurance proceeds shall be paid to the insurance trustee and held for the benefit of the Owners and their Mortgagees, according to their respective interests in the Condominiums.
- b. The Association shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the damaged Units and damaged portions of the Project. The Association may also obtain an estimate from the insurance carrier insuring and obligated to fund the costs of any such repair work in accordance with the insurance coverage that is triggered because of the casualty. The owners shall promptly meet at a special meeting to consider the bids. Failure by the Owners to call a meeting or to repair the casualty damage within twelve (12) months after the date the damage occurred shall be deemed a decision "not to rebuild" the damaged or destroyed improvements. At the meeting, the Owners may

accept the bid they consider most favorable or may vote to reject all bids and not rebuild the damaged Units and damaged portions of the Project.

- c. If a bid or estimate is accepted, the Association shall levy a Special Assessment to make up any deficiency between the total insurance proceeds and the cost of the repairs or rebuilding. The Assessment and all insurance proceeds, whether or not subject to liens of Mortgagees, shall be paid to the insurance trustee to be used for the rebuilding.
- d. Upon an election not to rebuild, the Association, as agent for the Owners, shall promptly sell the entire Project, in its then condition, on terms satisfactory to the Association. This Declaration shall then terminate. The net proceeds and all funds held by the insurance trustee shall be distributed to the Owners and their respective Mortgagees proportionately, according to the respective fair market values of the Units at the time of the destruction as determined by a qualified independent appraiser with an M.A.I. certificate or the equivalent. The appraiser shall be selected by the Association. The Association shall pay the cost of the appraisal. If the Association fails promptly to sell the Project, any Owner may bring an action for judicial partition of the tenancy in common ownership of the Project.

C. **Standards for Rebuilding and Repair.** All reconstruction of the Project shall be made in accordance with the conditions existing immediately prior to the damage, modified to comply with building codes and construction standards in effect at the time of the rebuilding.

D. **Full Insurance settlement.** Notwithstanding any provision in this Declaration to the contrary, if the insurance carrier offers the full amount required to repair and restore all of the damage to the damaged portions of all Units and the Common Areas, then the Association must contract to repair and rebuild the damaged portions of all Units and the Common Areas in the manner provided in Section 9.2B.i for a minor casualty.

K. **Emergency Repairs.** Without waiting to obtain insurance settlements or bids, the Association may undertake emergency repair work as it deems necessary.

L. **Notice of Damage or Destruction.** No later than sixty (60) days after any such damage or destruction occurs, the Association or, if the Association does not elect to repair the damaged Units and damaged portions of the Project, any Owner or Mortgagee, or the applicable insurer (or the insurance trustee), shall record in the Recorder's Office of the County of Los Angeles, California, a sworn declaration setting forth a description of the damage or destruction, the name of the insurer against whom the claim is made, the name of the insurance trustee and that the sworn declaration is recorded pursuant to this Section of the Declaration.

9.3 **CONDEMNATION.** In the event of a taking of any Condominium in the Project by eminent domain, the Owner of that Condominium shall be entitled to receive the award. An award for a taking, which extends to two or more Units/Condominiums or the Common Areas, shall be apportioned among the Owners according to a court judgment or agreement between the condemning authority and each of the Owners. In the absence of such an apportionment, the award

shall be distributed among the Owners and their respective Mortgagees according to the relative values of the Condominiums affected as determined by independent appraisal in accordance with the procedure set forth in Section 9.2B.ii.d.

ARTICLE 10.
Resolution of Disputes

10.1 **MEDIATION; BINDING ARBITRATION.** Any claim or dispute arising out of or relating to this Declaration or the Project, regardless of the nature of the claim or dispute, will be settled by the parties pursuant to this section.

- A. **Mediation.** If any claim or dispute arising out of or relating to this Declaration or the Project is not settled by direct discussions within ten (10) days after notice of the claim or dispute, the parties agree first to try in good faith to settle the claim or dispute by non-binding mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Rules.
- B. **Binding Arbitration.** If the parties fail to settle a claim or dispute through mediation, it will be settled by binding arbitration administered by the AAA under its Commercial Arbitration Rules. Judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
- C. **Provisional Relief.** Nothing in this Section 10.1 will prevent either party from applying for or obtaining a provisional judicial remedy regarding any claim or dispute. Notwithstanding such application, the final resolution of the claim or dispute will be mediated or arbitrated under this section and failure by either party to comply with any law will not be deemed to waive such party's rights to mediate or arbitrate under this section.

ARTICLE 11.
Indemnification

11.1 **Indemnification of Officers, Board Members, Committee Members and Other Volunteers.** No member of the Board or any committee of the Association, nor any officer of the Association, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, or any other representative of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, within his or her capacity as a Board member, and without willful or intentional misconduct or malice. The Association shall indemnify such person or entity for all reasonable costs, including attorneys’ fees, incurred in the defense of such action, including any settlement thereof when such action did not arise out of the willful misconduct of such person.

11.2 **Indemnification for Other Harm.** Each Owner shall be liable to the remaining Owners for any damage to the Common Areas or any part or portion thereof which may be sustained by reason of the negligence or willful conduct or misconduct of said Owner, members of his family, his contract purchasers, lessees, renters, guests or invitees, to the extent that any such damage shall not be covered by insurance. Each Owner does further, by acceptance of his/her deed, agree for himself and for the members of his family, his contract purchasers, lessees, renters, guests or invitees, to indemnify each and every other Owner, and to hold him or her harmless from, ns for personal injury or property and to defend him or her against, any claim of any person or persons damage occurring within or on the Unit of that particular Owner and any exclusive easements over the Common Areas appurtenant thereto, if any, unless said injury or damage occurred by reason of the negligence of any other Owner or person temporarily visiting in said Unit

or portion of the Common Areas subject to an exclusive easement appurtenant thereto, if any. In the case of a Unit owned by more than one person or entity, liability of such co-Owners shall be joint and several.

ARTICLE 12. General Provisions

- 12.1 **ENFORCEMENT; WAIVERS.** The Association, through its Board, or any Owner has the right to enforce the provisions of the Governing Documents by bringing a civil action in accordance with the Act against the appropriate party or parties and shall be entitled to recover reasonable attorneys' fees and costs as are ordered by a court of competent jurisdiction. Failure of the Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so in the future.
- 12.2 **TERM.** This Declaration shall continue for a term of fifty (50) years from the date it is recorded, except as provided in Sections 9.2 and 9.3. After that fifty-year period, this Declaration shall be extended automatically for successive periods of ten (10) years, unless the Owners vote to change the Declaration or to terminate it, and a written instrument to that effect is recorded within the year preceding the beginning of the next succession 10-year extension period.
- 12.3 **AMENDMENTS.** This Declaration may be amended by a majority vote of the Members. Any amendment shall be signed by at least one Owner of each Unit and shall become effective only upon the amendment being recorded in the Recorder's Office of the County of Los Angeles. No amendment shall adversely affect the rights of the holder of any Mortgage of record recorded prior to the amendment. This Declaration may also be amended in accordance with CC § 4235.
- 12.4 **ENCROACHMENT EASEMENTS.** Each Condominium has an easement over all adjoining Units and the Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause as long as the encroachment exists. In no event shall a valid encroachment be created in favor of an Owner if it occurred due to the Owner's willful misconduct. In the event a structure is repaired or rebuilt, minor encroachments over adjoining Units or Common Area shall be permitted and there shall be valid easements for the maintenance of these encroachments as long as they exist. These encroachments shall not alter the rights and obligations of Owners.
- 12.5 **NOTICES.** Any notice permitted or required by the Governing Documents may be delivered either personally or by first-class or registered mail. If delivery is by mail, the notice shall be deemed delivered seventy-two (72) hours after a copy of it has been deposited in the United States mail, postage prepaid, addressed to each Owner at the current address on file with the Secretary of the Association or addressed to the Unit if no other address for the Owner has been given to the Secretary. Such address may be changed from time to time by notice in writing to the Association.
- 12.6 **FAIR HOUSING.** No Owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing, or occupancy of the Owner's Unit to any person of a specified race, color, religion, age, ancestry, national origin, sex, marital status or physical disability.
- 12.7 **SINGULAR AND PLURAL.** Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The masculine gender shall include the feminine and neuter genders, and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

- 12.8 **STATUTORY REFERENCES.** References to particular statutes of the State of California shall include any amendments of those statutes. If a particular statute is repealed, reference to the statute shall include another statute, which thereafter governs the same subject, and the Association may correct any statutory references in this Declaration or the Governing Documents in accordance with CC § 4235.
- 12.9 **SEVERABILITY OF PROVISIONS.** If any one or more provisions of this Declaration or its application to any Person or circumstance is determined to be invalid, illegal, or unenforceable to any extent or for any reason, by a court of competent jurisdiction, then such provision or provisions shall be deemed to be severed and deleted, to the extent necessary, and neither such provision nor its severance shall affect the validity of the remaining provisions of this Declaration which shall remain in full force and effect. In the event of a finding of partial invalidity, illegality, or unenforceability by a court of competent jurisdiction, such court is hereby instructed to modify such provision to the minimum extent necessary to avoid such invalidity, illegality, or unenforceability; provided such modification does not alter the purpose or intent of such provision.
- 12.10 **CONSTRUCTION OF PROVISIONS.** The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a condominium project pursuant to the Act.
- 12.11 **NO PARTNERSHIP.** The provisions of this Declaration are not intended to create, nor will they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the Owners.
- 12.12 **INUREMENT.** This Declaration and the easements, covenants, benefits and obligations created hereby will inure to the benefit and be binding upon each Owner and its successors and assigns, provided, (i) if any Owner conveys all of its interest in any parcel owned by it, such Owner will thereupon be released and discharged from any and all further obligations under this Declaration as fee owner of the property conveyed by it if the buyer assumes in writing all of such obligations, and (ii) no such sale will release such Owner from any liabilities, actual or contingent, existing as of the time of such conveyance.
- 12.13 **ESTOPPEL CERTIFICATE.** Upon request by an Owner, the other Owner will issue to a prospective lender of such requesting Owner or to a prospective purchase of such requesting Owner's interest, an estoppel certificate stating: (i) whether the Owner knows of any default by the requesting Owner under this Declaration, and if there are any known defaults, specifying the nature thereof; (ii) whether this Declaration has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and (iii) that to Owner's knowledge this Declaration as of that date is in full force and effect.
- 12.14 **NOT A PUBLIC DEDICATION.** Nothing herein contained will be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purposes whatsoever, it being the intention of the Owners that this Agreement will be strictly limited to and for the purposes herein expressed.

First Declarant:

Second Declarant:

By: _____
Cynthia X. Li

By: _____
Feng Wang

Date: _____

Date: _____

DRAFT

Exhibit A
Legal Description of Property

The real property in the City of Sierra Madre, County of Los Angeles, State of California, described as:

Lot 1 of Block 'A' of Cooks Subdivision of the Southeast quarter of Lot 15 of Sierra Madre Tract in the City of Sierra Madre, County of Los Angeles, State of California, as per Map recorded in Book 13, Page 54 of Miscellaneous Records, in the Office of the County Recorder of said County.

Also Known as: 182 West Highland Avenue, Sierra Madre, CA 91024

Assessor Parcel Numbers: 5767-021-001

DRAFT

Exhibit B
Conditional Use Permit

DRAFT

Exhibit C
Final Parcel Map

DRAFT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) SS.
County of _____)

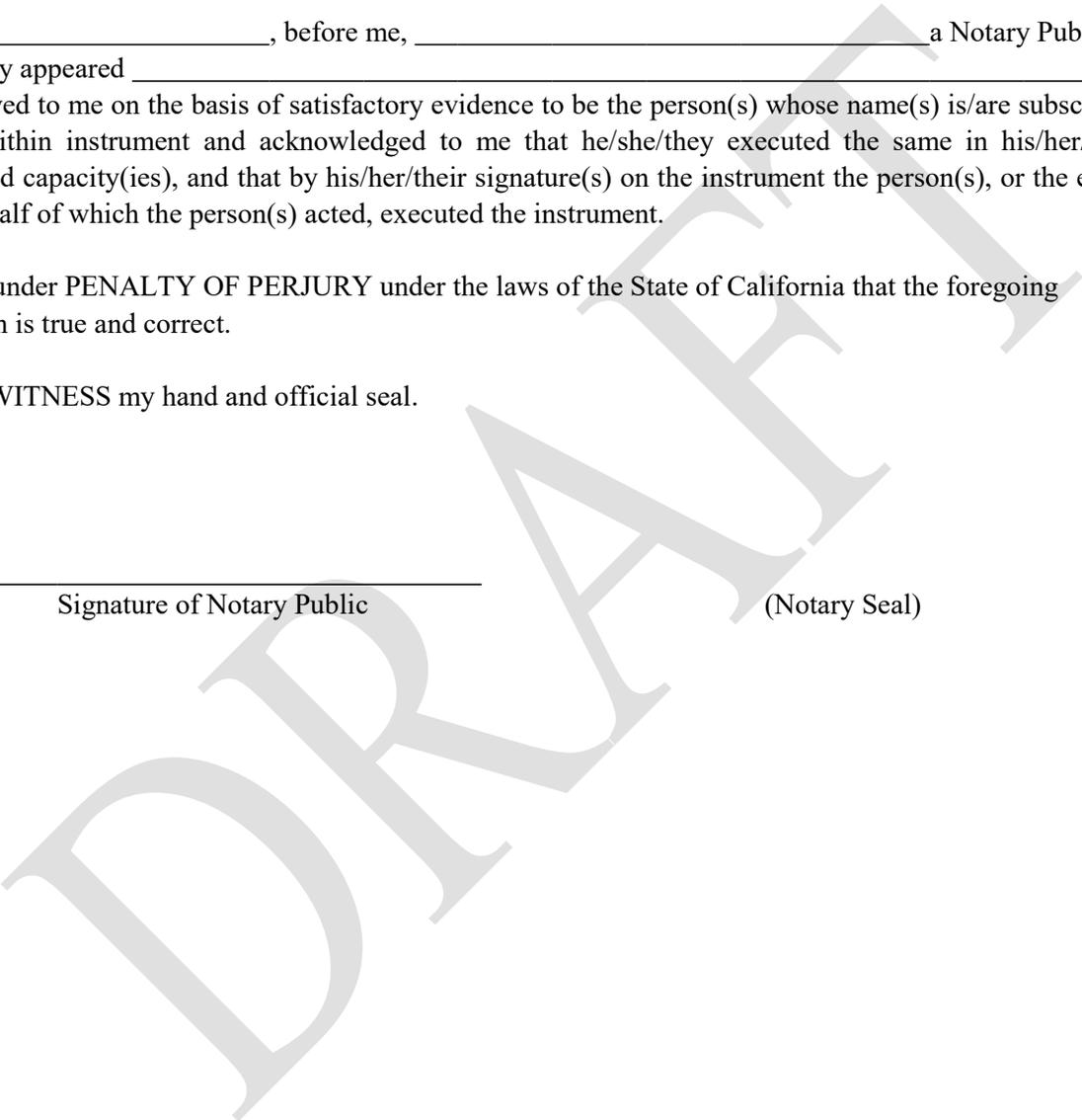
On _____, before me, _____ a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



Summary report:	
Litera Compare for Word 11.6.0.100 Document comparison done on 6/13/2025 1:48:32 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Li - Highland Covenants, Conditions and Restrictions Developer's 5.17.25 Draft for City's Review.docx	
Modified filename: Li - Highland Gardens HOA Covenants, Conditions and Restrictions Developer's 6.12.25 Draft w City's Changes.docx	
Changes:	
<u>Add</u>	16
Delete	7
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	23

PC RESOLUTION 25-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE APPROVING THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND GARDENS HOMEOWNERS ASSOCIATION LOCATED AT 182 WEST HIGHLAND AVENUE

THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE:

WHEREAS, the Covenants, Conditions and Restrictions for Highland Gardens Homeowners Association (Parcel Map 83897) were submitted by:

**Cynthia Li
182 West Highland Avenue
Sierra Madre, CA 91024**

WHEREAS, the Covenants, Conditions and Restrictions (CC&Rs) are for Highland Gardens (Parcel Map 83897), a two-story, three-unit condominium project approved under Conditional Use Permit 23-01; and

WHEREAS, the CC&Rs would apply to property located at 182 West Highland Avenue, in the City of Sierra Madre, CA 91024;

WHEREAS, the CC&Rs were submitted to the Department of Development Services for City Attorney review and approval by the Planning Commission prior to submittal of the final map, pursuant to Municipal Code Section 16.40.060.

WHEREAS, the Planning Commission has received the report and recommendations of staff;

WHEREAS, the Planning Commission reviewed the CC&Rs on June 19, 2025, with all testimony received being made part of the public record;

WHEREAS, the CC&R is not a project under the California Environmental Quality Act (CEQA) Title 14 CCR 15378(b)(2), a “project does not include “Continuing administrative or maintenance activities, such as general policy and procedure making.” The project associated with the CC&R approved under Conditional Use Permit 23-01 filed for a Class 3 and Class 5 Categorical Exemption pursuant to Sections 15303 and 15313 of the California Environmental Quality Act (CEQA). The consideration of the CC&Rs is a procedural matter associated with the project, thus not subject to CEQA;

NOW THEREFORE, in consideration of the evidence received at the meeting, and for the reasons discussed by the Commissioners at said meeting, the Planning Commission APPROVES the Covenants, Conditions and Restrictions for Highland Gardens (Map 83897).

Planning Commission Resolution 25-08
June 19, 2025

The Planning Commission Secretary shall certify to the adoption of this resolution, transmit copies of the same to the applicant and his counsel, if any, and shall enter a certified copy of this resolution in the book of resolution of the City.

APPROVED, the 19th day of June, 2025, by the following vote:

AYES: Chair Denison, Vice Chair Simcock, Commissioner Brennan and Yoo

NOES:

ABSTAIN:

ABSENT: Commissioner Moran



Tom Denison, Chairperson
Sierra Madre Planning Commission

ATTEST: .



Clare Lin, Director
Planning and Community Preservation Department

CITY COUNCIL RESOLUTION 23-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
CONDITIONALLY APPROVING A TENTATIVE PARCEL MAP 22-01 (TPM 22-01); A
REQUEST TO SUBDIVIDE THE PROPERTY FOR A CONDOMINIUM PROJECT
LOCATED AT 182 WEST HIGHLAND AVENUE**

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

WHEREAS, an application for a Tentative Parcel Map was filed by:

**Cynthia Li
182 West Highland Avenue
Sierra Madre, CA 91024**

WHEREAS, the Tentative Parcel Map can be described as:

Tentative Parcel Map No. 83897, a subdivision of an existing 11,904 square foot parcel for a three (3) unit condominium project;

WHEREAS, the Tentative Parcel Map would apply to the property at 182 West Highland Avenue, Sierra Madre, CA 91024, Assessor Parcel Numbers 5767-021-001;

WHEREAS, on May 4th, 2023, the Planning Commission has received the report and recommendations of staff;

WHEREAS, a public hearing was held before the Planning Commission on May 4th, 2023 with all testimony being received being made part of the public record;

WHEREAS, on May 4th, 2023, the Planning Commission adopted Planning Commission Resolution 23-09 recommending the City Council conditionally approve the Tentative Parcel Map (TPM 22-01), a request to subdivide property for condominium purposes located at 182 West Highland Avenue; and

WHEREAS, on May 4th, 2023, the Planning Commission adopted Planning Commission Resolution 23-09 conditionally approving a Discretionary Demolition Permit 23-02 and a Conditional Use Permit (CUP 23-01), a request to construct a three-unit condominium located at 182 West Highland Avenue; and

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

WHEREAS, a public hearing was held before the City Council on May 23, 2023 with all testimony being received being made part of the public record; and

WHEREAS, the proposed project qualifies for a Class 3 and Class 15 Categorical Exemption, pursuant to Section 15315 of the California Environmental Quality Act (CEQA);

City Council Resolution 23-31
May 23, 2023

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

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

SECTION 2.1. Findings for approval of a tentative parcel map. Pursuant to Sierra Madre Municipal Code Section 16.12.070, any action taken by the City Council shall be supported by the findings required in Sections 66427.1, 66473.5, 66474, and 66474.6 of the California Government Code and Section 21100 of the California Public Resources Code.

SECTION 2.2. Government Code Section 66427.1 relates to the conversion of existing residential property into a condominium project and is therefore inapplicable to this project proposing a condominium project by new construction.

SECTION 2.3. Pursuant to California Government Code Section 66474.6, the proposed subdivision causes no violation of existing requirements prescribed by a California regional water quality control board pursuant to Division 7 (commencing with Section 13000) of the Water Code, thus disapproval of the proposal may not be found on this basis.

SECTION 2.4. Pursuant to Sierra Madre Municipal Code Section 16.40.030, the tentative tract map or parcel map shall be denied if any of the following findings are made by the city council:

- A. **That the proposed map is consistent with applicable general and specific plans;** in that the proposed tentative parcel map is consistent with the applicable General Plan Land Use Designation of RHD-13 (Residential High Density at 13 dwelling units per acre). The proposed subdivision is consistent with the objectives of the City's R-3-13 standards which serve to help carry out the goals and objectives of the City's General Plan. The current General Plan Land Use Designation, which may allow a multifamily development at 13 dwelling units per acre, could permit up to four dwelling units on this property. Furthermore, utilities necessary for the project are found to be compatible with the existing water and sewer services.
- B. **That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans;** in that the proposed design and improvement of the subdivision is consistent with applicable general plan. The primary improvement, a development of a three-unit condominium project designed with three detached buildings, meets standards of development including density, setbacks, height, and articulation. These provisions would ensure compatibility with adjoining property, and therefore, would not adversely affect the adjoining property as to precedent or be detrimental to the area.
- C. **That the site is physically suitable for the type of development;** in that the site is physically suitable for the three-unit condominium development as it is currently used for residential purposes. The tentative parcel map does not propose an alteration to the existing configuration of the lot other than to subdivide the land in the common interest. The proposed improvements on the rectangular lot include minor grading to accommodate the proposed development and access driveway on the westerly side.
- D. **That the site is physically suitable for the proposed density of development;** in that the site is physically suitable for the proposed density and development as the subdivision is consistent with the density allowed in the residential zone. The three-unit condominium development conforms with the density allowed in the city standards for multifamily development in the R-3-13 zone.
- E. **That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably**

injure fish or wildlife or their habitat; in that the proposed subdivision and improvement will remain as residential uses, therefore they are not likely to cause substantial environmental damage or injure fish or wildlife or their habitat. Tree species protected by the Sierra Madre Municipal Code will be preserved on the site. The existing single-family residential uses do not comprise fish or wildlife habitats on the affected property. The subject parcel is within an established R-3-13 zone and is surrounded by other existing multifamily residential properties.

- F. **That the design of the subdivision or type of improvements is not likely to cause serious public health problems;** in that the design of the condominium subdivision and its improvements are not likely to cause serious public health problems as the proposed subdivision will only affect ownership of existing uses, and will not create new types of development that could create public health problems. The proposed building siting complies with setback requirements from residential structures on immediately adjacent properties. Any future improvements will be subject to the requirements of Public Works and Planning and Community Preservation Departments established to protect public health, safety, and welfare.
- G. **That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision;** in that the design of the condominium project and the improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision in that access for each parcel will be provided without the need for any access easements. The subject property does not include any existing public access easements and the proposed subdivision will not create the need for, or conflict with, any such easements.

SECTION 3. Environmental. The proposed project qualifies for a Class 3 and Class 5 Categorical Exemption, pursuant to Section 15303 and 15313 of the California Environmental Quality Act (CEQA), as the project constitutes new construction of multifamily residential structures totaling no more than six dwelling units within an urbanized area; and, as the project constitutes division of land of four or less parcels, is in conformance with the Sierra Madre General Plan and zoning requirements, does not require variances or exceptions, maintains accessibility and availability of services, is not part of a larger parcel division undertaken within two years prior the date of application, and does not have an average slope greater than twenty percent. Thusly, the project will have no significant effect on the environment and is not subject to the preparation of an environmental impact report pursuant to subdivision (a) of Section 21100 of the Public Resources Code.

SECTION 4. Housing Accountability Act. Pursuant to California Government Code Section 65589.5, subdivision (j), and whereas findings for approval of a Tentative Parcel Map is consistent with this section of the California Government Code, the City Council hereby finds that the proposed housing development project will not have a significant, quantifiable, direct, and unavoidable impact upon the public health or safety. Thusly, grounds for disapproval of the project may not be made upon this basis nor shall the project be conditioned to require development at a lower density.

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

SECTION 6. Certification. The City Clerk shall attest to the passage and adoption of this Resolution by the City Council and shall cause the same to be listed in the records of the City.

City Council Resolution 23-31
May 23, 2023

PURSUANT TO THE ABOVE, IT IS RESOLVED that the City Council conditionally approves of TENTATIVE PARCEL MAP 22-01, subject to the attached conditions as provided in Exhibit A herein.

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

PASSED, APPROVED, AND ADOPTED on the 23rd day of May 2023, by the following vote:

AYES: Mayor Edward Garcia (via teleconference), Mayor Pro Tem Kelly Kriebs, Council Member Gene Goss, Council Member Kristine Lowe

NOES: None

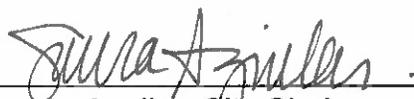
ABSTAIN: None

ABSENT: Council Member Robert Parkhurst



Kelly Kriebs, Mayor Pro Tem
City of Sierra Madre

ATTEST:



Laura Aguilar, City Clerk

I LAURA AGUILAR, CITY CLERK OF THE CITY OF SIERRA MADRE, hereby certify that the foregoing Resolution Number 23-31 was adopted by the City Council of the City of Sierra Madre at the regular meeting held on the 23rd day of May 2023.

EXHIBIT A

CONDITIONS OF APPROVAL
Tentative Parcel Map 22-01

General Conditions:

1. The applicant shall comply with all applicable provisions of the Sierra Madre Municipal Code, including but not limited to those Chapters pertaining to Zoning, Building and Construction, Vehicles and Traffic, and Health and Safety, and including all such provisions which may be contained in Uniform Codes which have been incorporated by reference within the Sierra Madre Municipal Code.
2. The applicant shall comply with all applicable provisions of Federal, State and Los Angeles County law and regulations, including but not limited to the California Environmental Quality Act.
3. Execute and deliver to the City's Department of Planning and Community Preservation an Affidavit of Acceptance of Conditions on a form to be provided by such Department; this approval shall not be effective for any purpose until the Applicant complies with this condition.
4. To the fullest extent permitted by law, fully protect the City, its employees, agents and officials from any loss, injury, damage, claim, lawsuit, expense, attorneys' fees, litigation expenses, court costs or any other costs arising out of or in any way related to the issuance of this approval, or the activities conducted pursuant to this approval. Accordingly, to the fullest extent permitted by law, the property owner shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorneys' fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this approval, or the activities conducted pursuant to this approval. Applicant shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.
5. This tentative parcel map shall expire twenty-four months following approval or conditional approval, unless an extension for a period or periods, not to exceed a total of twenty-four months is granted by the city council. Applicant may request an extension by written application to the director of Planning and Community Preservation. Such application shall be filed at least thirty days before the tentative parcel map is due to expire. Requests for all extensions shall be accompanied by a processing fee as prescribed by resolution of the city council and set forth in the fee schedule effective for the fiscal year the application for request is filed.

Planning Conditions:

Applicant and property owner shall:

1. Prepare a final Parcel Map which is in substantial conformance with all applications, supporting materials and Tentative Parcel Map dated May 4th, 2023, submitted in connection with this entitlement.
2. Submit to the Planning and Community Preservation Department Covenants, Conditions and Restrictions (CC&R's), incorporating the Conditional Use Permit

City Council Resolution 23-31
May 23, 2023

as nonamendable, for city attorney review and approval by the Planning Commission and/or City Council prior to the submittal of the Final Parcel Map.

3. Submit construction documents for 1st Plan Check within one (1) year of the date of this approval in connection with this entitlement to the building department from the date of approval of this Conditional Use Permit; failure to meet this condition shall constitute abandonment of the entitlement, and shall render this approval null and void.
4. Obtain a demolition permit and demolish the existing structures prior to approval of the final parcel map.
5. Submit Development Impact Fees prior to issuance of building permits for new development in connection with this entitlement.
6. Utilities shall be underground.

Fire Marshal Conditions:

1. Project is in a Wildland Urban Interface Zone.
2. CBC Chapter 7A Special Construction Requirements shall apply.
3. Driveway minimum width shall be 20 feet with no parking.
4. Plans specify that fire sprinklers will not be installed. Fire sprinklers are required throughout all units of this project.

Public Works Conditions:

A. REQUIREMENTS FOR TREE PRESERVATION AND PROTECTION

Staff has been in contact with the applicant regarding the large Coast Live Oak on the adjacent property to the west and the small Coast Live Oak in the parkway in front of the parcel. The proposed layout of the condominiums is optimal for the protection of the protected trees.

The application of concrete within the dripline of the large adjacent Oak may be required to be supervised by an arborist during root pruning or other such construction activities in the area.

- 1) Protected parkway tree is to be relocated as presented to another location within the frontage of the proposed project (182 W. Highland Ave.).
- 2) If the relocated tree does not survive the relocation effort (4 years after the relocation effort), a mitigation of 4:1 shall be applied.
- 3) If in the opinion of the Director of Public Works, the tree is removed or intentionally damaged during this relocation effort, future permits may be prohibited for up to five (5) years. (SMMC 12.20.100)

B. REQUIREMENTS FOR GRADING & DRAINAGE, LOW IMPACT DEVELOPMENT (LID)

- 1) This project is subject to LID requirements, since it is proposing the addition or replacement of 500 square feet or more of impervious surfaces totaling in 50% or more than the total existing impervious surfaces.
- 2) A Private Engineer (or Engineer of record) to prepare a hydrology/LID report to address compliance with the MS4 /NPDES requirements.

**City Council Resolution 23-31
May 23, 2023**

- 3) Applicant to retain the services of CA licensed civil engineer. As Per SMMC 15.58.080 Engineer of record shall design the drainage systems, and provide engineering calculations, in accordance with these directives to retain, and infiltrate the 85th percentile of rainfall for Sierra Madre, which varies between 1.05 and 1.12 inches. Engineer of record shall design the drainage configuration of the development to account for this directive. (The LID Report is in accordance with LA County's most recent LID Manual. However, The City of Sierra Madre requires an LID plan that captures the 85th percentile 24-hour rain event and does NOT follow LA County's simple BMP selection for residential properties 4-units or less)
- 4) Private Engineer to prepare a grading drainage, LID plan to a scale not less than 1"=10'.
- 5) The engineer of record shall also in addition to the LID design provide a design of the drainage system for a 50 year storm.
- 6) SOILS/GEOTECHNICAL REPORT REQUIRED Applicant/owner to retain the services of a geotechnical engineer to obtain an adequate numbers of soil samples from the site, analyze the samples, and prepare a soils/geotechnical report and make recommendations on the condition of the soil at the project site. At least one of the samples to be located in the area where the proposed infiltration units will be located. The analysis and report shall conform to CBC requirements, latest edition, and SMMC.
- 7) PERCOLATION RATE STUDY
 - a. Soils engineer for the project to submit a soil percolation rate value based on a study from soil sample taken at the site at the depth of where the infiltration units will percolate the runoff to the soil strata.
 - b. Soils/geotechnical engineer of record shall submit an analysis (in a separate report) on the extent of soil settlement beneath the infiltration units. Soils/geotechnical engineer to make recommendations on measures to be implemented by the Contractor to minimize excessive settlement of the soils strata beneath the infiltration units Report and analysis to be prepared following guidelines included in the LA County LID Manual. Report should indicate the maximum ground settlement expected with the type of soil on the lot.
- 8) Soils engineer of record to prepare on a separate sheet calculation for the time it will take any runoff to percolate through the soils strata. The maximum time allowed for runoff to percolate is 96 hours.

C. REQUIREMENTS FOR UTILITIES

- 1) All buildings and additions shall be connected to the public sewer. Utility trenching shall be identified on future submissions.
- 2) Applicant shall also identify water services (meter locations and utility trenching) on future submissions.

D. REQUIREMENTS FOR DEMOLITION ACTIVITIES

- 1) A Demolition Permit is required. Please review Demo Checklist for requirements.
- 2) Applicant is asked to consider allowing the Sierra Madre Fire Department to drill on the house before it is demolished. Please contact SMFD Warren Branum at wbranum@cityofsierramadre.com.

E. ADDITIONAL REQUIREMENTS

City Council Resolution 23-31
May 23, 2023

- 1) Public improvement shall be necessary for the city right away. (Separate Public Works Permit will be issued)
 - a. R&R curb and gutter and Driveway approach.
 - b. Sidewalk shall be installed.

(end of conditions)



City of Sierra Madre **AGENDA REPORT**

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

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

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

REVIEWED BY: Miguel Hernandez, Acting City Manager

DATE: July 8, 2025

SUBJECT: FACILITATING RECOVERY AFTER THE EATON FIRE: SURVEY OF HISTORIC PROPERTIES

STAFF RECOMMENDATION

It is recommended the City Council accept the services offered by the coordinated efforts of the U.S. Department of the Interior working with the National Park Service and the City of Sierra Madre to complete a reconnaissance level survey of historic properties within the City of Sierra Madre.

ALTERNATIVES

1. The City Council may accept the services offered by the coordinated efforts of the U.S. Department of the Interior working with the National Park Service and the City of Sierra Madre to complete a reconnaissance level survey of historic properties within the City of Sierra Madre;
2. The City Council may decline the services offered by the coordinated efforts of the U.S. Department of the Interior working with the National Park Service and the City of Sierra Madre to complete a reconnaissance level survey of historic properties within the City of Sierra Madre;

EXECUTIVE SUMMARY

On June 24, 2025, the City Council held a discussion on facilitating recovery after the eating fire: Discretionary Demolition Permits and received a report informing the City Council of Historic Preservation Practices that would be sustained. On June 30, 2025, communication from the U.S. Department of the Interior was received informing City staff of plan to deliver a

reconnaissance level survey using the guidance and best practices of the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*¹ plus National Register bulletin #24² ("SOI standards"). The U.S. Department of the Interior requires a response from the City by July 10, 2025.

BACKGROUND

Staff is in contact with representatives from the U.S. Department of the Interior, the California Office of Historic Preservation, and the California Office of Emergency Management. Goals have been set to gather resources and information on available services and funding opportunities to prepare a survey of historic resources.

In Sierra Madre, there are two properties on the National Register of Historic Places³: the Episcopal Church of the Ascension and the Pegler, John Carlton, House. Currently, the City of Sierra Madre has 59 locally designated historic landmarks and 40 that have been assessed and determined to be eligible for local designation or greater. Of the 59 historic landmarks, 38 were designated without following SOI standards. There are 2,826 properties that were built prior to 1970 which have not been designated as historic landmarks nor assessed for any historical resource value.

ANALYSIS

The U.S. Department of the Interior will work with the National Park Service to provide one qualified professional and a team of archaeologists to complete or provide the following:

- Reconnaissance level survey of historic properties within the City of Sierra Madre
- State inventory forms
- Context statements
- Transmittal of data to the State Historic Preservation Officer and the City, if requested

The City of Sierra Madre will be responsible for the following:

- Providing guidance and direction to survey team members on areas to be surveyed
- Providing advance notice to property owners regarding survey activity
- If requested, provide survey team members with letter describing survey purpose for distribution to community members

If the City Council accepts this service, City staff intend to provide survey team member guidance and direction to survey properties within the City of Sierra Madre meeting the following criteria:

- Built prior to 1970 and has not already been assessed following SOI standards (2,826); and

¹ <https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-A0174FFF26496394>

² https://www.nps.gov/subjects/nationalregister/upload/NRB24-Complete_Part1t.pdf

³ <https://npgallery.nps.gov/nrhp>

- A historic landmark that was designated without following SOI standards (38).

The City Council has expressed their concern to City staff that historic surveys had not been conducted in the past because it was thought to place certain responsibilities considered to be burdens on property owners of historic resources found through the survey. Such responsibilities could include, but are not limited, compliance with the California Environmental Quality Act for any work (alteration, modification, addition, expansion, enlargement, or similar) not exempt under local ordinance. The tasks that would be performed by the National Park Service are purely information collection and do not result with any determinations. Rather, the information collected may be used as a basis to render an eligibility determination upon the review of the information by the City Council and the consent of any affected property owner. Information collected on its own does not subject any one property, even if found to be eligible for designation in the national register of historic places, subject to local historic preservation requirements unless or until the City Council adopts an ordinance or resolution to do so.

City staff, following the guidance of the U.S. Department of the Interior working with the National Park Service, will provide advanced notice to property owners, via United States Postal Service, regarding the survey activity. The National Park Service staff will be provided with letters, produced by City staff, to hand out to any member of the public interested in the work being conducted while in the field.

CONSISTENCY WITH THE GENERAL PLAN

Section Two of the Land Use Element within the Sierra Madre General Plan describes the benefits of preservation and provides goals, objectives and policies as historic preservation relates to land use planning. Accepting the services of the U.S. Department of the Interior working with the National Park Service and the City of Sierra Madre to deliver a survey of historic properties within the City of Sierra Madre is consistent with General Plan Objective L46: Identifying and encouraging the preservation of significant historic structures; Policy L46.1: Complete and utilize a comprehensive survey of Sierra Madre's significant historic resources according to the guidelines from the State Office of Historic Preservation. However, the scope of the survey is reconnaissance level and data-gathering in nature, which, on its own, does not create or amend a list of potential historic resources for special consideration under the California Environmental Quality Act. The data may be considered by decision makers if and when considering creating or amending any sort of list of potential historic resources, establishing special historic zones or districts.

STRATEGIC PLAN CORRELATION

The survey of historic resources in the City of Sierra Madre does not correlate with any goal or objective of the Strategic Plan.

ENVIRONMENTAL IMPACT (CEQA)

A survey of historic properties in the City of Sierra Madre is categorically exempt from CEQA,

per 14 CCR section 15306. A Class 6 categorical exemption consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded.

FISCAL IMPACT

All costs associated with this action must be incurred by the City no later than August 31, 2025. The City anticipates unrecovered expenses related to the preparation and distribution of required mailing materials for historic assessment notifications. This includes the use of a professional service to validate and verify addresses in the San Gabriel Valley area, generate mailing labels, and prepare materials for distribution.

Based on current market rates, the estimated cost for address validation and mailing preparation services including address list cleanup, validation, and label creation is approximately \$1,000 to \$1,500 for a typical citywide or targeted mailing to service providers in the region. In addition, postage expenses are estimated at \$2,000, depending on the number of recipients and current USPS rates.

These costs will be absorbed within the current departmental budget but will not be offset by application or processing fees. No other significant fiscal impacts are anticipated at this time. If additional costs or funding needs arise as a result of this action, then staff will return to the City Council with further analysis and recommendations.

PUBLIC NOTICE

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



City of Sierra Madre **AGENDA REPORT**

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

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Sue Spears, City Treasurer
Anthony Rainey, Finance Director

REVIEWED BY: Miguel Hernandez, Acting City Manager

DATE: July 8, 2025

SUBJECT: APPROVAL OF THE FY 2025-2026 STATEMENT OF INVESTMENT POLICY

STAFF RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 25-45, approving the Statement of Investment Policy for Fiscal Year 2025-2026, consistent with California Government Code and best practices recommended by the Government Finance Officers Association (GFOA).

ALTERNATIVES

1. Approve the attached Resolution adopting the revised Investment Policy as recommended.
2. Direct staff to modify the Investment Policy and return with a revised version.
3. Do not adopt the revised Investment Policy; maintain the existing policy.

EXECUTIVE SUMMARY

California Government Code Sections 53600 et seq. require cities to annually review and adopt an investment policy at a public meeting. The proposed Investment Policy update reflects recent changes in state law, clarifies roles and responsibilities of City officials, enhances internal controls, and strengthens provisions related to diversification, authorized investments, and performance reporting.

The revisions also align the City's policy with GFOA best practices for transparency,

risk management, and safeguarding public funds, ensuring continued prudent investment of taxpayer dollars.

ANALYSIS

Background and Legislative Requirements

- California law mandates adoption of a written investment policy annually, ensuring alignment with applicable statutes and accountability for public funds.
- The City Treasurer, designated as the Chief Investment Officer, retains authority for daily management of investments, subject to oversight by the City Council through quarterly reporting.

Key Policy Changes

- Enhanced provisions on ethics and conflicts of interest to align with GFOA's *Recommended Practices: Investment Policies*.
- Updated authorized investments and diversification limits, including explicit maximums for commercial paper, certificates of deposit, and time deposits consistent with Government Code Sections 53601 and 53635.8.
- Clarified internal controls requiring dual confirmations, safekeeping receipts, and independent audits, promoting the prudent investor standard outlined in the California Government Code and GFOA best practices.
- Expanded performance standards section, specifying that performance will be measured against relevant Treasury indices and market benchmarks matching the City's portfolio composition.
- Broader glossary of investment terms included for improved public transparency and staff understanding.

Comparison with Nearby Cities

- Like Sierra Madre's updated draft, cities such as Claremont, Pasadena, and Monrovia adopt annual investment policies prioritizing safety, liquidity, and return in that order, using similar diversification thresholds and authorized investment instruments.
- These cities also delegate daily management to finance staff under City Council oversight, submit quarterly reports, and limit maturities to five years unless otherwise approved, reflecting consistent adherence to state laws and GFOA guidance.

GFOA Best Practices Compliance

- The GFOA recommends adoption of a comprehensive investment policy addressing objectives of safety, liquidity, and yield; establishing clear delegation of authority; specifying authorized investments; and requiring periodic reporting and policy reviews—all of which are incorporated into Sierra Madre’s updated policy.

ENVIRONMENTAL(CEQA)

Not applicable. Adoption of an investment policy is not a project as defined by the California Environmental Quality Act (CEQA).

STRATEGIC PLAN CORRELATION

This action supports the City’s fiscal sustainability objectives by implementing sound financial management practices, safeguarding public funds, and ensuring adherence to statutory and professional standards.

PUBLIC NOTICE PROCESS

This item has been publicly noticed through the City’s regular agenda notification process. Copies of the staff report and proposed policy are available on the City’s website at www.cityofsierramadre.com.

FISCAL IMPACT

No direct fiscal impact from this action. The investment policy does not authorize new expenditures but provides guidance for the prudent management of existing City funds.

PUBLIC NOTICE

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

ATTACHMENTS:

- Attachment 1: Resolution No. 25-45 Approving the Statement of Investment Policy for Fiscal year 2025-2026
- Attachment 2: Statement of Investment Policy FY 2025-2026
- Attachment 3: [GFOA Recommended Practice: Investment Policy \(Summary\)](#)

RESOLUTION NO. 25-45

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
APPROVING THE STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR
2025-2026**

WHEREAS, California Government Code Sections 53600 et seq. require local agencies to adopt a written statement of investment policy and to review and approve it annually at a public meeting; and

WHEREAS, the City of Sierra Madre's Investment Policy establishes guidelines for the prudent investment of City funds, emphasizing the objectives of safety, liquidity, and return, and ensures compliance with all applicable federal, state, and local laws; and

WHEREAS, the City's updated Investment Policy has been reviewed and revised to reflect recent changes in law, incorporate best practices recommended by the Government Finance Officers Association (GFOA), and clarify the roles and responsibilities of the City Treasurer and City staff in the management of public funds; and

WHEREAS, the Investment Policy delegates authority to the City Treasurer to serve as Chief Investment Officer, with daily management responsibilities that may be delegated to the Director of Finance or Finance Manager, and requires regular reporting and oversight by the City Council; and

WHEREAS, the updated Investment Policy includes detailed provisions regarding authorized investments, management and internal controls, performance standards, collateralization, diversification, and reporting, as well as an expanded glossary for clarity and transparency; and

WHEREAS, the City Treasurer and Director of Finance have reviewed and recommend approval of the attached Statement of Investment Policy for Fiscal Year 2025-2026;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sierra Madre hereby approves and adopts the Statement of Investment Policy for Fiscal Year 2025-2026, as attached to this resolution.

APPROVED AND ADOPTED this 8th day of July, 2025

Robert Parkhurst, Mayor

City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 25-45 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the June 8, 2025 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Laura Aguilar, City Clerk

CITY OF SIERRA MADRE INVESTMENT POLICY

(Revised 7/8/25)



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1. Policy

The City of Sierra Madre shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on investment. In accordance with the Municipal Code of the City of Sierra Madre and under authority granted by the City Council, the City Treasurer is responsible for investing the unexpended cash in the City Treasury.

2. Scope

The investment policy applies to all investment activities and financial assets of the City of Sierra Madre as accounted for in the Annual Comprehensive Financial Report (ACFR). This policy is applicable, but not limited to, all funds listed below:

- General Fund
- Capital Funds
- Other Special Revenue Funds, Debt Service Funds, Internal Service Funds
- Any new fund created by the City Council unless specifically exempted.

3. Prudence

The standard of prudence to be used by the designated representative shall be the “prudent investor” standard and shall be applied in the context of managing the overall portfolio. Persons authorized to make investment decisions on behalf of local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard which states, “When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency”.

The City Treasurer and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

4. Objectives

The City's primary investment objectives, in order of priority, shall be:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The City shall seek to preserve principal by mitigating the two types of risk: credit risk and market risk.



CITY OF SIERRA MADRE INVESTMENT POLICY FY 2025-2026

- a. *Credit risk*, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in issuers that carry the direct or implied backing of the U.S. Government (including, but not limited to, the U.S. Treasury, U.S. Government Agencies, and federally insured banks). The portfolio will be diversified so that the failure of any one issuer does not unduly harm the City's capital base and cash flow.
 - b. *Market risk*, (aka "interest rate risk") defined as market value fluctuations due to overall changes in the general level of interest rates shall be mitigated by limiting the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis eliminating the need to sell securities prior to maturity and avoiding the purchase of long-term securities for the sole purpose of short-term speculation. Moreover, it is the City's full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal dollars. Limited exceptions will be granted for security swaps that would improve the portfolio's yield and/or credit quality.
2. *Liquidity*: The City's investment portfolio will remain sufficiently liquid to enable the City of Sierra Madre to meet all operating requirements which might be reasonably anticipated.
 3. *Return on Investments*: The City's investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout budgetary and economic cycles. These measurements should be commensurate with the City's investment risk constraints identified in this Investment Policy and the cash flow characteristics of the portfolio.

5. Delegation of Authority

Under authority granted by the City Council, the City Treasurer serves as the Chief Investment Officer for the City and is responsible to invest and reinvest all unexpended funds in the City treasury. Daily management responsibility of the investment program may be delegated to the Director of Finance or Finance Manager, who shall establish procedures for the operation consistent with this investment policy. The City Treasurer retains oversight and accountability for all investment activities.

6. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or impairs their ability to make impartial investment decisions. Additionally, the City Manager and the Director of Finance or Finance and Budget Manager are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC). Furthermore, Investment officials must refrain from undertaking personal

investment transactions with the same individual(s) employed by the financial institution with whom business is conducted on behalf of the City.

7. Authorized Dealers and Institutions

The Director of Finance will maintain a list of approved financial institutions authorized to provide investment services to the public agency in the State of California. These may include “primary” dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). Best practices include the following:

- 1) A determination that all approved broker/dealer firms, and individuals covering the public agency, are reputable and trustworthy;
- 2) The broker/dealer firms should have the ability to meet all their financial obligations in dealing with the Public Agency;
- 3) The firms, and individuals covering the agency, should be knowledgeable and experienced in Public Agency investing and the investment products involved; 4) no public deposit shall be made except in a qualified public depository as established by the established state laws;
- 4) All financial institutions and broker/dealers who desire to conduct investment transactions with the public agency may supply the Director of Finance with audited financial statements, proof of FINRA certification, trading resolution, proof of State of California registration, a completed broker/dealer questionnaire, certification of having read the Public Agency’s investment policy and depository contracts.

The Director of Finance may conduct an annual review of the financial condition and registrations of qualified dealers & institutions.

8. Authorized and Suitable Investments

All investments of City funds are governed by California Government Code Sections 53600 et seq. The following investment types are authorized, subject to the specific limitations and requirements described below.

8.1 United States Treasury Securities

- **Description:** U.S. Treasury bills, bonds, and notes, or other instruments for which the full faith and credit of the United States is pledged for payment of principal and interest.
- **Limits:** No percentage limit on the portfolio, but a maximum maturity of five years applies.

8.2 Federal Agency and Government-Sponsored Enterprise Obligations

- **Description:** Securities issued or guaranteed by federal agencies or U.S. government-sponsored enterprises.

- **Limits:** No specific percentage or maturity limit unless otherwise stated by law or policy.

8.3 State Investment Pools

- **Description:** The Local Agency Investment Fund (LAIF¹) is a voluntary investment pool managed by the State Treasurer's Office of California. Established by statute in 1977, LAIF allows local agencies — including cities, counties, and special districts — to invest funds in a large, professionally managed portfolio at no additional cost to taxpayers. The State Treasurer's Office, through its Investment Division, oversees LAIF's day-to-day management and investment decisions.
- **Limits:** May be used up to the maximum permitted by California law. The City will review each pool/fund before investing, recognizing that some underlying investments may be authorized by statute but not explicitly listed in this policy.

8.4 Joint Powers Authority Shares

- **Description:** Shares of beneficial interest issued by a Joint Powers Authority² (JPA), which is a stand-alone organization formed by two or more public agencies to jointly exercise common powers under California Code Section 6509.7, provided the JPA invests in securities authorized by California Government Code 53601(a)–(r).
- **Limits:** Each share must represent an equal proportional interest in the underlying pool. The joint powers authority must retain an investment adviser who:
 - Is registered or exempt from registration with the Securities and Exchange Commission.
 - Has at least five years of experience investing in authorized securities.
 - Manages assets in excess of \$500 million.

8.5 Negotiable Certificates of Deposit

- **Description:** Certificates of deposit issued by nationally or state-chartered banks or savings institutions (FDIC³ insured).

¹ LAIF is part of the Pooled Money Investment Account (PMIA), which is governed by the Pooled Money Investment Board (PMIB) composed of the State Treasurer, the Director of Finance, and the State Controller. Additionally, the Local Investment Advisory Board (LIAB), appointed by the State Treasurer, provides independent oversight and includes members with expertise in finance and investment, as well as local government representatives.

² Examples of Joint Powers Authorities for investment purposes include California CLASS (California Cooperative Liquid Asset Securities System) and CalTRUST. These JPAs pool funds from multiple public agencies to invest in authorized securities, providing diversification and professional management under California law.

³ The Federal Deposit Insurance Corporation (FDIC) is an independent Federal government agency that insures deposits up to \$250,000 per depositor, per insured bank, for each account ownership category, providing security against loss if a bank fails

- **Limits:** No more than 30% of the portfolio. Principal and accrued interest must not exceed the \$250,000 FDIC insurance limit per institution. Maximum maturity of five years.

8.6 Time Deposits and Placement Service Deposits

- **Description:** Non-negotiable, collateralized deposits purchased through banks or savings and loan associations.
- **Limits:** No more than 50% of the portfolio (reverting to 30% effective January 1, 2026). Maximum maturity of five years. Investments made under Section 53635.8 remain subject to a 30% limit.

8.7 Money Market Funds

- **Description:** Daily money market funds administered by trustees, paying agents, or custodian banks contracted by the City.
- **Limits:** Only funds holding U.S. Treasury or government agency obligations are permitted.

8.8 Commercial Paper

- **Description:** “Prime” quality commercial paper rated by a nationally recognized statistical rating organization (NRSRO) as “A” or higher.
- **Limits:** Maximum maturity of 270 days. No more than 25% of the City’s funds may be invested in commercial paper.

8.9 Medium-Term Notes

- **Description:** Corporate or depository institution debt securities issued in the U.S., with a maximum maturity of five years or less, rated “A” or better by an NRSRO.
- **Limits:** No more than 30% of the City’s funds may be invested in medium-term notes (excluding other instruments in this section). No more than 10% of total investment assets may be invested in the commercial paper and medium-term notes of any single issuer.

8.10 Bankers’ Acceptances

- **Description:** Bills of exchange or time drafts drawn on and accepted by a commercial bank.
- **Limits:** Maximum maturity of 180 days. No more than 40% of the City’s funds may be invested in bankers’ acceptances, and no more than 30% may be invested with any single bank.

8.11 Repurchase Agreements

- **Description:** Repurchase or securities lending agreements involving authorized securities, as specified in the California Government Code. Reverse repurchase agreements are not permitted under this policy.
- **Limits:** Maximum term of one year. Securities must be valued at 102% or more of the funds borrowed, with values adjusted at least quarterly. The total of all reverse repurchase and securities lending agreements may not exceed 20% of the portfolio’s base value.

8.12 Registered Treasury Notes or Bonds of Any of the Other 49 States, Including California

- **Description:** Registered treasury notes or bonds of any U.S. state (including California), including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- **Limits:** No specific percentage limit unless otherwise stated by law or policy.

8.13 Bonds, Notes, Warrants, or Other Evidences of Indebtedness of a Local Agency within California

- **Description:** Bonds, notes, warrants, or other evidence of indebtedness of a local agency within California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- **Limit:** No specific percentage limit unless otherwise stated by law or policy.

8.14 Authorized and Suitable Investments Summary Table

The following summary of maximum percentage limits, by instrument, are established for the City’s investment portfolio:

8A. Authorized Investment Type	8B. Government Code	8C. Maximum Maturity	8D. Minimum Credit Quality	8E. Maximum in Portfolio	8F. Maximum Investment in One Issuer
8.1 Treasury Obligations (bills, notes, & bonds)	53601(b)	5 Years	N/A	100%	N/A
8.2 US Government Agency and Federal Agency Securities	53601(f)	5 Years	N/A	100%	N/A



CITY OF SIERRA MADRE INVESTMENT POLICY FY 2025-2026

8.3 Local Agency Investment Fund (LAIF)	16429.1	Upon Demand	N/A	As permitted by LAIF	N/A
8.4 Joint Powers Authority Shares	53601(p)	N/A	See § 8.4	As permitted by JPA	N/A
8A. Authorized Investment Type	8B. Government Code	8C. Maximum Maturity	8D. Minimum Credit Quality	8E. Maximum in Portfolio	8F. Maximum Investment in One Issuer
8.5 Negotiable Certificates of Deposit	53601(i)	5 Years	N/A	30%	N/A
8.6 Time and Placement Service Deposits	53601.8, 53635.8	5 Years	N/A	50% (30% after 1/1/26)	N/A
8.7 Money Market Funds	(Not specified in code)	N/A	Only U.S. Treasury or agency obligations	Internal limits may apply	N/A
8.8 Commercial Paper	53601(h)	270 Days	"A" or higher by NRSRO	25%	N/A
8.9 Medium-Term Notes	53601(k)	5 Years	"A" or equivalent	30%	10% (with commercial paper)
8.10 Bankers' Acceptances	53601(g)	180 Days	N/A	40%	30%
8.11 Repurchase Agreements	53601(j)	1 Year	N/A	20%	N/A
8.12 Registered Treasury Notes or Bonds of Other 49 States	53601(d)	5 Years	N/A	N/A	N/A
8.13 Bonds, Notes, Warrants of Local Agencies (CA)	53601(e)	5 Years	N/A	N/A	N/A

8.15 Requirements Compliance



- **Money Market Funds:** While not explicitly listed in the table, only money market funds holding U.S. Treasury or government agency obligations are permitted. Internal limits may apply; consult current law and policy.
- **Commercial Paper and Medium-Term Notes:** Combined, the City may not invest more than 10% of its total investment assets in the commercial paper and medium-term notes of any single issuer.
- **Time and Placement Service Deposits:** The maximum percentage in the portfolio reverts to 30% on January 1, 2026, per California Government Code.
- **Joint Powers Authority Pools:** Adviser must be registered or exempt from SEC registration, have at least five years' experience, and manage over \$500 million in assets.
- **Collateralization:** Collateralization is required for non-negotiable certificates of deposit and repurchase agreements, as specified in the Collateralization section of this policy.
- **Diversification:** No more than 5% of the portfolio may be invested in the securities of any one issuer, excluding U.S. Treasuries, federal agencies, and pooled investments such as LAIF, money market funds, or local government investment pools (see Diversification section for details).
- **Reporting:** The City Treasurer or designee shall submit quarterly investment reports to the City Council, including a statement of compliance with this investment policy and any deviations.

9. Review of Investment Portfolio

The securities held by the City of Sierra Madre must be in compliance with Section 8.0 "Authorized and Suitable Investments" at the time of purchase. The Director of Finance should review the portfolio (at least annually) to identify those securities that do not comply.

The Director of Finance should establish procedures to report any major and critical incidences of noncompliance identified through the review of the portfolio.

10. Investment Pools / Money Market Funds

A thorough investigation of the investment pool/money market fund is required prior to investing, and on a continual basis. Best efforts will be made to acquire the following information:

10.1 Eligible Investment Securities and Investment Policy

A detailed description of the types of securities eligible for investment by the pool or fund, along with a written statement of its investment policy and objectives, to ensure alignment with the City's own investment standards and risk tolerance.

10.2 Interest Calculation and Distribution; Treatment of Gains and Losses

A clear explanation of how interest is calculated and distributed to participants, and how gains and losses are allocated and reported, to promote transparency and accountability.

10.3 Safeguarding of Securities and Audit Practices

A description of the procedures for safeguarding securities, including details of the settlement processes, as well as the frequency with which securities are priced and the program is audited, to ensure the integrity and security of the City’s investments.

10.4 Participant Eligibility and Transaction Parameters

Information on who is eligible to invest in the pool or fund, the frequency with which deposits and withdrawals may be made, and the minimum or maximum size of transactions allowed, to ensure the City’s liquidity needs can be met.

10.5 Reporting and Portfolio Transparency

A schedule for receiving account statements and detailed portfolio listings, to provide timely and accurate information for monitoring and reporting purposes.

10.6 Use of Reserves and Retained Earnings

A review to determine if reserves, retained earnings, or similar mechanisms are utilized by the pool or fund to protect against losses or to support ongoing operations.

10.7 Fee Structure

A complete fee schedule, including how and when fees are assessed, to ensure the City understands all costs associated with participation.

10.8 Eligibility for Bond Proceeds

Confirmation of whether the pool or fund is eligible to receive bond proceeds or will accept such funds, to ensure compliance with legal and policy requirements for restricted funds.

11. Collateralization

Collateralization will be required on two types of investments: non-negotiable certificates of deposit and repurchase agreements. To anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value for non-negotiable certificate of deposit and 102% for reverse repurchase agreements of principal and accrued interest.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained.

The City may waive the collateralization requirements for any portion of the deposit that is covered by Federal Deposit Insurance.



12. Safekeeping and Custody

All security transactions shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the Director of Finance and evidenced by safekeeping receipts.

13. Diversification

The City shall diversify the investments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. To promote diversification, no more than 5% of the portfolio may be invested in the securities of any one issuer, regardless of security type, excluding U.S. Treasuries, federal agencies, and pooled investments such as LAIF, money market funds, or local government investment pools.

14. Maximum Maturities

To the extent possible, the City of Sierra Madre will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase. Any investment longer than 5 years must be done with advance permission from City Council.

15. Management Controls and Internal Controls

15.1 Management Controls

Management controls are established and maintained by the City's executive leadership, including the City Treasurer as the Chief Investment Officer, to ensure the City's investment objectives are achieved and financial assets are managed per established policies, legal requirements, and risk management principles. The City Treasurer oversees the strategic direction of the investment program, sets performance expectations, and ensures alignment with the City's fiscal goals. The Director of Finance and Finance and Budget Manager implement these controls under the Treasurer's guidance, monitoring performance and ensuring accountability.

15.2 Internal Controls

Internal controls, designed to safeguard assets from loss, theft, fraud, or misuse, are implemented by the Director of Finance. These controls include:

- **Separation of functions** between the Director of Finance and Finance and Budget Manager.
- **Investment decision workflow:**
 - Proposals by the Finance Manager
 - Execution by the Senior Accountant/Accountant
 - Confirmation by the Director of Finance



- **Wire transfer protocols:** Dual confirmation by financial institutions.
- **Monthly reconciliation** of the investment portfolio to general ledger accounts.
- **Annual external audits** of cash and investments.

15.3 Integration of Management and Internal Controls

Management controls (strategic oversight by the City Treasurer) and internal controls (operational safeguards) work in concert to ensure program integrity. The Treasurer's role ensures that internal controls align with the City's risk tolerance and long-term objectives, while the Director of Finance executes day-to-day safeguards.

16. Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

The City intends to spread its investments relatively evenly between 0 and 5 years and hold those investments to maturity.

Therefore, an appropriate performance benchmark will be a market-based index or blended benchmark that reflects the portfolio's actual composition and weighted average maturity. This may include Treasury indices, government/credit indices, or other publicly available benchmarks consistent with the investment types authorized in the City's policy. The selected benchmark shall be reviewed periodically and adjusted as needed to remain aligned with the City's investment objectives and evolving portfolio structure.

17. Reporting

The Director of Finance shall review and render quarterly reports to the City Council that include the following information:

- Investment type (e.g. U.S. Treasury Note, U.S. Government Agency Bond)
- Name of the issuer (e.g. Federal Farm Credit Bank, Federal Home Loan Bank)
- Maturity date
- Yield to maturity
- Current market value and source of market value
- Par and dollar amount for each security the City has invested in
- Par and dollar amount on any money held by the City (e.g. LAIF balance, Cash Balance).

The report shall also include a description of any of the City's funds, investments, or programs that are under the management of contracted parties, including lending programs.

The quarterly report shall state compliance of the portfolio to the investment policy, or manner in which the portfolio is not in compliance.



The quarterly report shall include a statement denoting the ability of the City to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient money shall (or may not) be available.

The quarterly reports shall be placed on the City Council meeting agenda for its review and approval no later than 45 days after the quarter ends. If there are no Council meetings within the 45-day period, the quarterly report shall be presented to the Council at the soonest possible meeting thereafter.

18. Investment Policy Adoption

The City of Sierra Madre investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed annually by the City Council and any modifications made thereto must be approved by the City Council.

The Director of Finance shall establish written investment policy procedures for the operation of the investment program consistent with this policy. The procedures should include reference to: safekeeping, master repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City of Sierra Madre.

19. Glossary of Terms in this POLICY

Accrued Interest: Interest earned but not yet received.

Annual Comprehensive Financial Report (ACFR): The official annual financial report for the City. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP).

Bond: A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Bond Swap: Selling one bond issue and buying another at the same time in order to create an advantage for the investor. Some benefits of swapping may include tax-deductible losses, increased yields, and an improved quality portfolio.

Broker: In securities, the intermediary between a buyer and a seller of securities. The broker, who usually charges a commission, must be registered with the exchange in which he or she is trading, accounting for the name registered representative.

Certificate of Deposit (aka CD): A deposit insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC) at a set rate for a specified period of time.



Collateral: Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

Constant Maturity Treasury (CMT): An average yield of a specific Treasury maturity sector for a specific time frame. This is a market index for reference of past direction of interest rates for the given Treasury maturity range.

Custody: A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement that also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principal.

Delivery vs. Payment (DVP): Delivery of securities with a simultaneous exchange of money for the securities.

Diversification: Dividing investment funds among a variety of securities offering independent returns and risk profiles.

Federal Deposit Insurance Corporation (FDIC): Insurance provided to customers of a subscribing bank that guarantees deposits to a set limit (currently \$250,000) per account.

Interest Rate: The annual yield earned on an investment, expressed as a percentage.

Investment Pool: A fund that commingles money from multiple sources (e.g., different city funds or agencies) for investment in a single portfolio, such as LAIF or a JPA pool.

Joint Powers Authority (JPA): A legal entity formed by two or more public agencies to jointly exercise powers, such as operating an investment pool under California Government Code Section 6509.7.

Leverage: The use of borrowed funds to amplify investment returns, prohibited under this policy.

Liquidity: Refers to the ability to rapidly convert an investment into cash.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Margin Account: Brokerage account allowing securities purchases with borrowed funds.

Money Market Fund: A type of mutual fund that invests in short-term, high-quality debt instruments, used for liquidity and safety.

Performance Benchmark: A market-based index or blended benchmark used to evaluate the performance of the City's investment portfolio relative to its objectives.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and security positions held to the Federal Reserve Bank of New York and are subject to its informal oversight.

Purchase Date: The date in which a security is purchased for settlement on that or a later date.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Reverse Repurchase Agreement: Temporary exchange of securities for cash with repurchase agreement, prohibited as it constitutes a form of leveraging.

Risk: Degree of uncertainty of return on an asset. Safekeeping: See Custody.

Settlement Date: The date on which a trade is cleared by delivery of securities against funds.

Time Deposit: A deposit in an interest-paying account that requires the money to remain on account for a specific length of time. While withdrawals can generally be made from a passbook account at any time, other time deposits, such as certificates of deposit, are penalized for early withdrawal.

Treasury Obligations: Debt obligations of the U.S. Government that are sold by the Treasury Department in the forms of bills, notes, and bonds. Bills are short-term obligations that mature in one year or less. Notes are obligations that mature between one year and ten years. Bonds are long-term obligations that generally mature in ten years or more.

U.S. Government Agencies: Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

Yield: The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

Yield to Maturity: The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

20. Glossary of GENERAL INVESTMENT TERMS

Accretion: The gradual increase in the book value of a security purchased at a discount, as it approaches maturity.



Active Deposits: Funds that are immediately required for disbursement.

Amortization: An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

Arbitrage: The simultaneous purchase and sale of similar securities to profit from price discrepancies, or the investment of bond proceeds in higher-yielding securities, subject to regulations.

Asked Price: The price a broker dealer offers to sell securities. **Basis Point:** One basis point is one hundredth of one percent (.01). **Bid Price:** The price a broker / dealer offers to purchase securities.

Book Entry Securities: Securities, such stocks held in “street name,” that are recorded in a customer’s account, but are not accompanied by a certificate. The trend is toward a certificate-free society to cut down on paperwork and to diminish investors’ concerns about the certificates themselves. All the large New York City banks, including those that handle the bulk of the transactions of the major government securities dealers, now clear most of their transactions with each other and with the Federal Reserve through the use of automated telecommunications and the “book-entry” custody system maintained by the Federal Reserve Bank of New York. These banks have deposited with the Federal Reserve Bank a major portion of their government and agency securities holdings, including securities held for the accounts of their customers or in a fiduciary capacity for the City. Virtually all transfers for the account of the banks, as well as for the government securities dealers who are their clients, are now effected solely by bookkeeping entries. The system reduces the costs and risks of physical handling and speeds the completion of transactions.

Book Value: The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

Bullet Bond: See “*Non-callable Bond.*”

Callable Bond: A debt obligation where the bond issuer (i.e. borrower) has the option to *call the bond* or pay it off early (before the scheduled maturity date). For instance, a 5-year bond might be “callable quarterly”—meaning that, although the



bond has a scheduled end date 5 years from now, it could end in 3 months (and every 3 months after that, until the scheduled maturity date).

Coupon: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

Credit Analysis: A critical review and appraisal of the economic and financial conditions or of the ability to meet debt obligations.

Current Yield: The interest paid on an investment expressed as a percentage of the current price of the security.

Discount: The difference between the cost of a security and its value at maturity when quoted at lower than face value.

Duration: The weighted average maturity of a bond's cash flow stream, where the present value of the cash flows serve as the weights; the future point in time at which on average, an investor has received exactly half of the original investment, in present value terms; a bond's zero-coupon equivalent; the fulcrum of a bond's present value cash flow time line.

Fannie Mae: Trade name for the Federal National Mortgage Association (FNMA), a U.S. sponsored corporation.

Federal Reserve System: The central bank of the U.S. that consists of a seven member Board of Governors, 12 regional banks and approximately 8,000 commercial banks that are members.

Fed Wire: A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

Freddie Mac: Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a U.S. sponsored corporation.

Investment Agreements: An agreement with a financial institution to borrow public funds subject to certain negotiated terms and conditions concerning collateral, liquidity and interest rates.

Nationally Recognized Statistical Rating Organizations (NRSRO): A U.S. Securities & Exchange Commission registered agency that assesses the creditworthiness of an entity or specific security. NRSRO typically refers to the “*Big Three*” Rating



Agencies - Standard and Poor's Ratings Services, Fitch Ratings, Inc. or Moody's Investors Services.

New Issue: Term used when a security is originally "brought" to market.

Non-callable Bond: Also known as, "*Bullet Bond.*" A non-callable bond is a debt obligation where the bond issuer does not have the option to "call the bond" i.e.-end the bond before the scheduled maturity date.

Perfected Delivery: Refers to an investment where the actual security or collateral is held by an independent third party representing the purchasing entity.

Repurchase Agreement (REPO): A transaction where the seller (bank) agrees to buy back from the buyer (City) the securities at an agreed upon price after a stated period of time.

Reverse Repurchase Agreement (REVERSE REPO): A transaction where the City temporarily exchanges securities for cash with an agreement to repurchase those securities at a later date. This is a form of leveraging and is not permitted under this policy. See Section 15, "Leveraging," for policy details.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Yield Curve: The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.

Zero-Coupon Bond: A bond that does not pay periodic interest but is issued at a discount and redeemed at face value at maturity.

20. THE "BIG THREE" RATING AGENCIES

Credit rating agencies assess the creditworthiness of debt issuers, providing investors with independent evaluations of the risk associated with bonds and other debt instruments. The three most recognized and influential agencies globally are Moody's Investors Service, S&P⁴ Global Ratings, and Fitch Ratings. For cities issuing municipal debt, understanding these agencies and their rating scales is essential for pricing, marketing, and managing investor expectations.

Moody's Investors Service (Moody's)

- **Scale:** Letter-grade (e.g., Aaa, Aa1, Aa2, A1, etc.)

⁴ Formerly Standard and Poor's



CITY OF SIERRA MADRE INVESTMENT POLICY FY 2025-2026

- **Coverage:** Government (including municipal), corporate, and structured finance securities
- **Specialization:** Widely used in the U.S. and internationally; municipal ratings are highly regarded for their historical low default rates and rigorous analysis.
- **Municipal Note:** Moody’s municipal bond ratings historically indicate lower default risk compared to similarly rated corporate bonds.

S&P Global Ratings (S&P)

- **Scale:** Letter-grade (e.g., AAA, AA+, AA, A+, A, BBB, etc.)
- **Coverage:** Government (including municipal), corporate, and structured finance securities
- **Specialization:** Dominant in the U.S. municipal bond market; provides both long-term and short-term ratings for municipal issuers.
- **Municipal Note:** S&P also offers “underlying” ratings (SPURs) to assess the issuer’s credit quality without considering credit enhancement.

Fitch Ratings

- **Scale:** Letter-grade (e.g., AAA, AA+, AA, A+, A, BBB, etc.)—similar to S&P
- **Coverage:** Government (including municipal), corporate, and structured finance securities
- **Specialization:** Focuses on both global and regional markets; widely used for cross-border and domestic municipal issues.
- **Municipal Note:** Fitch’s ratings are comparable to S&P and Moody’s for investment-grade and speculative-grade bonds.

Comparative Table: Major Credit Rating Agencies

Rating Description	Moody’s	S&P Global	Fitch
Highest Investment Grade	Aaa	AAA	AAA
High Investment Grade	Aa1, Aa2, Aa3	AA+, AA, AA-	AA+, AA, AA-
Upper Medium Grade	A1, A2, A3	A+, A, A-	A+, A, A-
Lower Medium Grade	Baa1, Baa2, Baa3	BBB+, BBB, BBB-	BBB+, BBB, BBB-
Non-Investment Grade (Speculative/High Yield)	Ba1, Ba2, Ba3	BB+, BB, BB-	BB+, BB, BB-
Highly Speculative	B1, B2, B3	B+, B, B-	B+, B, B-
Substantial Risk/Default Imminent	Caa1, Caa2, Caa3	CCC+, CCC, CCC-	CCC+, CCC, CCC-
In Default	Ca, C	CC, C, D	CC, C, D, RD, SD



CITY OF SIERRA MADRE INVESTMENT POLICY FY 2025-2026

Note: Ratings above BBB- (S&P/Fitch) or Baa3 (Moody's) are considered "investment grade." Ratings below are considered "speculative" or "high yield."



BEST PRACTICES



Investment Policy

GFOA recommends that all governments establish and have its governing board adopt an investment policy.

An investment policy describes the parameters for investing government funds and identifies the investment objectives, preferences or tolerance for risk, constraints on the investment portfolio, and how the investment program will be managed and monitored. The document itself serves as a communication tool for the staff, elected officials, the public, rating agencies, bondholders, and any other stakeholders on investment guidelines and priorities. An investment policy enhances the quality of decision making and demonstrates a commitment to the fiduciary care of public funds, making ensuring safety and managing risk of public funds and that the government can meet its liquidity requirements.

GFOA recommends that all governments establish and have its governing board adopt an investment policy.

The investment policy should be reviewed and updated at least annually and adhere to state law and other government policies. The policy should at a minimum address:

- **Scope and investment objectives:** Identify the scope and investment objectives of safety of public funds, being able to meet liquidity needs of the government, and to preserve principal. Additionally, the policy should declare what types of funds the policy applies to (example: operating funds, bond proceeds, pool participants).
- **Roles, responsibilities, and standards of care:** Identify the roles of all persons involved in the investment program by title and responsibility. Standards of care should include language on prudence (i.e., the prudent person/investor rule), due diligence, ethics and conflicts of interest, delegation and authority, and knowledge and qualifications.
- **Suitable and authorized investments:** Include guidelines on selecting investment types, maturities, credit quality, along with any collateralization requirements. The policy should reference permissible investments per state codes and whether the government further restricts utilizing investment products.
- **Risk Management:** The policy should address how the government manages various types of risks (interest rate, credit, liquidity) that apply to its investment program.
- **Investment diversification:** State the government's approach to investment diversification, identifying the method that will be used to create a mix of assets

BEST PRACTICES



Investment Policy

GFOA recommends that all governments establish and have its governing board adopt an investment policy.

that will achieve and maintain the government's investment objectives and ensure that all aspects of risk management are being addressed.

- **Internal controls, safekeeping, and custody:** State how the government addresses separation of duties (same person is not authorizing, trading and booking investments) and reducing the risk of fraud, loss and misuse. State the government's commitment to utilizing the delivery versus payment method, performing due diligence of its investment professionals and institutions, and that parties (including internal investment staff) are independent of conflicts between trading, holding and custodial services.
- **Authorized financial institutions, investment advisors, and broker/dealers:** Establish a process for selecting creating a list of financial institutions (depositories), investment advisers, and broker/dealers that will provide the primary services necessary for executing the investment program. This process should address the minimum qualification standards, term and performance review of professionals/institutions and how they are added or deleted from the government's authorized list of investment program providers, and mandating that professionals and institutions attest to have read the government's investment policy.
- **Risk and performance standards:** State how the government's investment portfolio will be measured/benchmarked to demonstrate its performance.
- **Reporting and disclosure standards:** Define the frequency, information, and type (internal and external) of reporting to the governing body and the government's management team.
- **Implementing the Policy:** State that the government has procedures to implement all elements of its investment policy.

GFOA Board approval date: Friday, March 7, 2025



City of Sierra Madre AGENDA REPORT

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

Susan Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks Giragosian, City Attorney

REVIEWED BY: Clare Lin, Director of Planning and Community Preservation
James Carlson, Senior Analyst

DATE: July 8, 2025

**SUBJECT: CONSIDERATION OF USE AGREEMENT BETWEEN
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AND CITY OF SIERRA MADRE REGARDING BAILEY
CANYON WILDERNESS PARK**

STAFF RECOMMENDATION

Staff recommends the City Council consider approval of a use agreement between the Los Angeles County Flood Control District and the City of Sierra Madre for the use of Bailey Canyon Wilderness Park.

ALTERNATIVES

- 1) Approve the Use Agreement as amended; or
- 2) Do not approve the Use Agreement and provide staff with direction.

EXECUTIVE SUMMARY

The proposed Use Agreement grants the City the right to make use of and improve Bailey Canyon Wilderness Park.

ANALYSIS

The Los Angeles County Flood Control District ("District") owns and operates the Bailey Debris Basin in Sierra Madre, which includes Bailey Canyon Wilderness Park ("Park"). For years, the City of Sierra Madre managed the Park for public recreational purposes. Recently, during negotiations with the District regarding the offsite improvements to Carter Avenue as part of The Meadows at Bailey Canyon project, it was discovered that the District and City did not have a use agreement in place for the Park.

The Use Agreement, included herein as Exhibit A, is intended to authorize the City's use and coordinate future improvements. Exhibit A to the Use Agreement provides a map of

the Bailey Debris Basin and identifies the use area, which includes the Park and an access road along Bailey Debris Basin used by pedestrians. Exhibit B to the Use Agreement establishes the City's maintenance obligations, which is consistent with the City's current practice.

Key terms of the Use Agreement include:

- the City's use shall be subordinate to the primary use and purposes of the debris basin for watershed management by the District.
- The City shall bear all costs of construction of the improvements.
- City agrees to comply with the requirements of the National Flood Insurance Program (NFIP).
- The City will submit necessary plans and specifications and obtain permits prior to commencement of construction.
- The City shall keep, inspect, and maintain the premises and improvements in a safe, clean, and orderly condition and adhere to the maintenance standards described in Exhibit B to the Use Agreement.
- The terms of this Use Agreement shall be for an initial term of twenty-five (25) years commencing upon execution by the parties and subject to the District's right to terminate.
- The City and the District agree to apportion responsibility and indemnification as provided in the Use Agreement.

ENVIRONMENTAL (CEQA)

The agreement qualifies for the common sense exemption from the California Environmental Quality Act (CEQA) under 14 CCR Section 15061(b)(3) because this use agreement has no potential to result in physical changes to the environment.

STRATEGIC PLAN CORRELATION

The Use Agreement furthers Strategy CE 1.2 (Expand Community Services Programming) of Goal 1 (Enhance the Physical and Mental health of Residents) of "Strategic Objective: Promote an Unparalleled Quality of Life with an Engaged and Collaborative Culture" of the Sierra Madre Strategic Plan by preserving Bailey Canyon Park Wilderness Park for recreational purposes for the next 25 years.

FISCAL IMPACT

The City will continue to incur the cost of maintaining Bailey Canyon Wilderness Park. The City may incur unquantifiable additional costs associated with as-needed maintenance required under Exhibit B of the Use Agreement.

PUBLIC NOTICE

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

ATTACHMENT:

Attachment A. Use Agreement 24-07.



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **SMP-6**
M2522001

June 10, 2025

Mr. Jose Reynoso
City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024

Dear Mr. Reynoso:

BAILEY DEBRIS BASIN
PARCELS 96, 98, 99, 140, 141, and 145
ASSESSOR'S IDENTIFICATION NO. 5761-003-906
PROJECT ID NO. MPR0001160
OFFER TO USE PROPERTY

Enclosed is an original of Use Agreement No. 24-27 (UA 24-27). Please have the duly authorized representatives sign, notarize, and return the executed original to this office along with the following:

1. A copy of the insurance policy (not a Certificate of Insurance) or those portions of the policy adequately proving the existence of the policy, meeting the following minimum requirements:
 - A. Coverages for general liability and property damage in the amount as stated in UA 24-27.
 - B. The County of Los Angeles and the Los Angeles County Flood Control District are named as additional insureds.
 - C. UA 24-27 or a description of the District's property that is the basis of UA 24-27, is included as part of the insured premises.

Mr. Jose Reynoso
June 10, 2025
Page 2

Upon receipt of all the above items, we will process UA 24-27 for approval and signature. We will send a fully executed original for your use.

If you have any questions or require additional information, please contact me at (626) 458-2556 or jcho@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works



BELLA (JEONG YEAN) CHO, Real Property Agent I
Real Estate Services Section
Survey/Mapping & Property Management Division

BC:vu
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Enc.

Use Agreement No. 24-27
Bailey Debris Basin
Parcels 96, 98, 99, 140,141, and 145
Right-of-Way Map No. 203-RW1
Assessor's Identification No.: 5761-003-906
Supervisorial District 5

USE AGREEMENT

This Use Agreement is entered into by and between the
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

hereinafter referred to as "DISTRICT"

and the

CITY OF SIERRA MADRE,
a municipal corporation,

hereinafter referred to as "USER"

RECITALS

WHEREAS, DISTRICT owns fee and easement interests to portions of Bailey Debris Basin generally located to the northwest of the intersection of West Carter Avenue and Oak Crest Drive in the City of Sierra Madre, State of California and, as more particularly shown on Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as PREMISES);

WHEREAS, USER proposes to use a portion of PREMISES for public recreational purposes in connection with USER'S project known as the Bailey Canyon Wilderness Park Project (hereinafter referred to as PROJECT); and

WHEREAS, USER proposes to construct, operate, and maintain certain improvements on PREMISES in connection with PROJECT, including but not limited to fencing, landscaping, an irrigation system, gateways and vehicle ramps, paving, seating, bathrooms, and recreational trails(hereinafter referred to as IMPROVEMENTS).

NOW, THEREFORE, in consideration of these recitals and the faithful performance by USER and DISTRICT of the mutual covenants herein contained for the period of time herein set forth, DISTRICT and USER hereto mutually agree as follows:

SECTION 1. Authorized Use

- 1.1. USER is authorized and permitted to use PREMISES for the construction, operation, maintenance, and use of IMPROVEMENTS in accordance with the terms and conditions of this Use Agreement and the approved plans. USER is not permitted to dedicate or personalize any IMPROVEMENTS or place signage on PREMISES without prior written approval by DISTRICT. Any other use of PREMISES by USER is expressly prohibited.
- 1.2. USER acknowledges Bailey Debris Basin is a working flood protection and water conservation facility (DISTRICT FACILITIES) and USER'S use of PREMISES shall be subordinate to the primary uses and purposes of PREMISES for watershed management including flood control, water conservation, and water quality purposes by DISTRICT and others (pursuant to DISTRICT'S permission), and USER'S use of PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT'S adjacent property and/or improvements for such purposes or activities.
 - 1.2.1. USER acknowledges that DISTRICT performs periodic maintenance on and within Bailey Debris Basin . DISTRICT reserves the right to temporarily restrict or prohibit public access to some or all of PREMISES, as DISTRICT determines to be reasonably necessary to perform these maintenance activities. DISTRICT shall not be responsible for providing alternative bicycle/pedestrian access to or within PREMISES during these maintenance activities.
- 1.3. DISTRICT reserves the right to use or allow others to use PREMISES for any and all lawful purposes in addition to flood control, water conservation, and water quality purposes including, but not limited to, public transportation, utilities, roads, parks and recreation, and/or other related uses together with incidental rights of construction and installation of facilities, ingress and egress, operation and maintenance. The exercise of the rights reserved herein shall not be inconsistent with USER'S use or constitute unreasonable interference.
- 1.4. This Use Agreement is valid only to the extent of DISTRICT'S jurisdiction. Acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over PROJECT or IMPROVEMENTS and the consent of underlying fee owner(s) other than DISTRICT (hereinafter collectively referred to as THIRD-PARTY APPROVALS), if any, and is the responsibility of USER. USER shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses. USER shall provide DISTRICT copies of all THIRD-PARTY APPROVALS.

SECTION 2. Construction and Maintenance of IMPROVEMENTS

- 2.1. USER understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA guidelines, the National Environmental Policy Act (NEPA), and any applicable NEPA regulations of any federal agency with regulatory jurisdiction over PROJECT or IMPROVEMENTS prior to implementing IMPROVEMENTS and that USER shall be the lead agency with respect to any and all CEQA compliance related to IMPROVEMENTS. In addition to its other indemnification obligations as specified below, USER hereby agrees to indemnify, defend, and hold harmless DISTRICT and the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the NEPA.
- 2.2. USER shall bear all costs in connection with the construction of IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
- 2.3. USER understands and acknowledges that it is required to comply with the requirements of the National Flood Insurance Program (NFIP) as set forth in Title 44 of the Code of Federal Regulations prior to, during, and after implementing PROJECT or IMPROVEMENTS and that the City is the lead agency with jurisdiction over the PROJECT or IMPROVEMENTS with respect to any and all related NFIP compliance. The USER shall meet NFIP compliance and comply with the City's requirements, including but not limited to pre-construction conditional letters of map change and post-construction letters of map change for FEMA flood maps. In addition to its other indemnification obligations as specified below, USER hereby agrees to indemnify, defend, and hold harmless DISTRICT and the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the PROJECT or IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of NFIP requirements.
- 2.4. Prior to commencement of any construction activity on PREMISES by or on behalf of USER, USER shall submit the plans and specification for the IMPROVEMENTS, and shall apply for and obtain a permit from, the Land Development Division, Encroachment Permits and Inspection Section, of Los Angeles County Public Works, and as deemed necessary by the USER, any conditional letters of map change from the Federal Emergency Management Agency (FEMA). USER shall also obtain DISTRICT's prior written approval should USER propose to make any changes to the approved plans and specifications. Should USER propose to make any changes to the approved plans and specifications that affect flood levels

within and adjacent to the DISTRICT's right of way, USER shall also obtain FEMA's prior conditional letters of map change and post-construction letters of map change. DISTRICT shall have the right to refuse to issue a permit to USER if PROJECT or IMPROVEMENTS or any condition of any THIRD-PARTY APPROVAL impose additional regulatory requirements or impediments on the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).

In addition to its other indemnification obligations as specified in Sections 2.1 and 2.3 above and those below, USER hereby agrees to indemnify, defend, and hold harmless DISTRICT and the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of any THIRD-PARTY APPROVAL.

- 2.5. Upon completion of the construction of IMPROVEMENTS, USER shall provide DISTRICT with approved as-built plans.
- 2.6. USER shall keep, inspect, and maintain PREMISES and IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this Use Agreement. USER shall adhere to the minimum maintenance standards as described in Exhibit B, attached hereto and made a part hereof, during the term of this Use Agreement and shall not permit trash and debris including, but not limited to, rubbish, tin cans, bottles, and garbage to accumulate at any time, nor shall USER commit, suffer, or permit any waste on PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon. USER shall not be responsible for any costs incurred by the DISTRICT to rehabilitate asphalt, remove, or replace the DISTRICT's access road.
- 2.7. USER shall address persons experiencing homelessness and their encampments within DISTRICT'S right of way at its cost, with respect to all portions of PREMISES occupied by the IMPROVEMENTS, pursuant to applicable law and USER policy.
- 2.8. USER shall remove graffiti from PREMISES and IMPROVEMENTS and any walls, fences, and signs, that are located within PREMISES anytime graffiti is discovered by USER or anytime USER is notified by DISTRICT. Graffiti must be removed within the following guidelines:
 - 2.8.1 Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.

- 2.8.2 Remove other graffiti within 72 hours, Monday through Friday.
- 2.9. USER shall replace or repair any property of DISTRICT that becomes damaged within a reasonable time to the satisfaction of DISTRICT or USER shall compensate DISTRICT for the damage within thirty (30) days of the USER'S receipt of an invoice from DISTRICT.
- 2.10. USER shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event USER abandons its operation and maintenance of IMPROVEMENTS or when the weather forecast for the next 24-hour period is for one (1) inch of rain or more, or when notified by DISTRICT.

SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty-five (25) years (hereinafter referred to as INITIAL TERM) commencing upon execution by DISTRICT subject to DISTRICT'S right to terminate USER'S use as provided for in Section 4 below.
- 3.2. This Use Agreement shall expire at the end of the Initial Term provided, however, that DISTRICT may extend the term of this Use Agreement beyond the INITIAL TERM, subject to such terms and conditions as it deems appropriate, upon receipt of a written request from USER no earlier than twelve (12) months or later than six (6) months prior to the end of the INITIAL TERM.

SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES by giving USER at least ninety (90) days' prior written notice under the following conditions:
 - 4.1.1. DISTRICT proposes to implement a project on, or including, PREMISES for watershed management purposes including flood control, water conservation, and water quality;
 - 4.1.2. DISTRICT determines, in good faith, that IMPROVEMENTS and/or USER'S use of PREMISES, or any of them, would be substantially incompatible with the proposed project; and
 - 4.1.3. DISTRICT has notified USER of the basis for DISTRICT'S determination that a substantial incompatibility will exist and has provided USER with a reasonable opportunity to propose modifications to IMPROVEMENTS or USER'S use of PREMISES that will eliminate the incompatibility.

- 4.1.4. After consideration of any such modifications proposed by the USER, the DISTRICT, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, a substantially incompatibility would still exist.
- 4.2. DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES by giving USER at least sixty (60) days prior written notice if: (1) USER breaches any term or condition of this Use Agreement; or (2) changes in Federal, State, or local laws, rules and regulations result in the presence or use of IMPROVEMENTS imposing additional regulatory burdens or impediments on the primary uses and purposes of PREMISES for watershed management, including flood control, water conservation, and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission).
- 4.3 DISTRICT shall have the right to cancel this Use Agreement and terminate USER'S use of PREMISES if construction of IMPROVEMENTS has not been completed within five (5) years from the date this Use Agreement is fully executed.
- 4.4. DISTRICT shall have the right to immediately cancel and terminate USER'S use of PREMISES, or, at DISTRICT'S sole discretion, to temporarily suspend such use in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in order to respond to an emergency, as defined in Public Contract Code Section 1102. In the event of an emergency, USER shall bear any expenses associated with the cessation of such use and shall have no rights or claims therefore against DISTRICT.
- 4.5. USER shall have the right to cancel and terminate its use of PREMISES, pursuant to this Use Agreement, for any reason by giving DISTRICT at least sixty (60) days' prior written notice.

SECTION 5. Removal of Improvements and Restoration of Premises

- 5.1. Upon the expiration or sooner termination of this Use Agreement, USER shall, at its own expense, remove IMPROVEMENTS and restore PREMISES, to a condition similar to or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted, provided, however that DISTRICT, upon receipt of a written request from USER, may permit USER to leave all or portion of said IMPROVEMENT on PREMISES.

- 5.2 Prior to commencing the removal of IMPROVEMENTS, USER shall apply for and obtain a permit from the Los Angeles County Public Works, Land Development Division, Encroachment Permits and Inspections Section.
- 5.3 Prior to commencing the removal of any IMPROVEMENTS, USER shall comply with the City's NFIP requirements, including but not limited to pre-construction conditional letters of map change and post-construction letters of map change for FEMA flood maps.
- 5.4 If USER fails to remove IMPROVEMENTS and restore PREMISES within ninety (90) days of the expiration of this Use Agreement or the sooner termination of USER'S use of PREMISES, pursuant to this Use Agreement, DISTRICT may remove IMPROVEMENTS.
- 5.5 If DISTRICT removes IMPROVEMENTS pursuant to Subsection 5.3, DISTRICT shall submit a billing invoice to USER indicating the costs and expenses incurred by DISTRICT in connection with the removal of the IMPROVEMENTS and USER shall reimburse DISTRICT all such costs and expenses for removing said IMPROVEMENTS within thirty (30) days of the billing invoice.

SECTION 6. Miscellaneous Terms and Conditions

6.1. Indemnification

6.1.1 In accordance with Government Code Section 895.4, DISTRICT and USER Agree to apportion responsibility and indemnification, notwithstanding any other provision of law, as follows:

6.1.1.1. USER shall indemnify, defend, and hold DISTRICT and the County of Los Angeles and their respective officers, employees, and agents harmless from, and against, any claims, demands, liability, damages, costs, and expenses, including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from, or related to, the construction, reconstruction, maintenance, operation, use or removal of IMPROVEMENTS or USER'S breach of any term of this Use Agreement, except to the extent caused by the willful misconduct of DISTRICT.

6.1.1.2. DISTRICT shall indemnify, defend, and hold USER and its officers, employees and agents harmless from and against, any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property

damage of any nature whatsoever, arising from or related to the construction, reconstruction, maintenance, operation, or removal of any improvements by DISTRICT on, above, or under PREMISES or arising from any and all uses of PREMISES by DISTRICT, except to the extent caused by the willful misconduct of USER.

- 6.1.2. USER releases DISTRICT and waives all rights to damages for any loss, costs, or expenses USER may sustain as a result of any damage to, or destruction of, IMPROVEMENTS or to PREMISES attributable to DISTRICT'S watershed management activities, including any flood control, water conservation or water quality activities on, or adjacent to, PREMISES, or attributable to any flooding caused by inadequacy or failure of DISTRICT'S facilities, except to the extent caused by DISTRICT'S willful misconduct.
 - 6.1.3. Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to PREMISES.
- 6.2. Without limiting USER'S indemnification of DISTRICT, USER shall procure and maintain, in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:
- Commercial general liability and property damage coverage with a combined single limit liability in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence.
 - Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both DISTRICT and USER against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, USER while carrying out the work or services contemplated in this Use Agreement.
 - Automobile Liability Insurance: USER shall procure such policy with coverage of not less than One Million Dollars (\$1,000,000) per accident.
 - The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. USER shall furnish to DISTRICT a Policy of Insurance evidencing USER'S insurance coverage no later than

ten (10) working days after execution of this Use Agreement, but before USER takes possession of PREMISES. Upon renewal of said policy, USER shall furnish to DISTRICT a Certificate evidencing USER'S continued insurance coverage as required herein.

- DISTRICT may accept, should USER elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 6.3. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement, which is solely for USER'S benefit, DISTRICT is not to incur any liability whatsoever for any injury, death, or property damage arising from any use of PREMISES or IMPROVEMENTS by persons who gain entry through openings or areas provided for USER'S use except as provided in Section 6.1.1.2.
- 6.5. DISTRICT, its Board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by USER, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
- 6.6. Except as to fuels, lubricants, and products associated with motorized vehicles, equipment, gardening, or maintenance-related substances, or all of the above, USER shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about PREMISES without the prior written consent of DISTRICT, which consent shall not be unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto PREMISES, USER shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage, or escape was caused by USER, USER shall promptly remove any such substance from PREMISES to DISTRICT'S satisfaction. In addition to removing any of USER'S hazardous substances, USER shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local, or other authoritative agency's laws and regulations. Notwithstanding the foregoing, USER shall have no responsibility regarding any spillage, leakage or escape associated with any of DISTRICT'S tenants, licensees, or easement holders.

6.7. USER shall also pay any application, administrative and processing costs, required in connection with this Use Agreement. The charges will be based on the then-current applicable rates.

6.8. Any notice to be given or document to be delivered by DISTRICT or USER to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT: Los Angeles County Flood Control District
Survey/Mapping & Property Management Division
P.O. Box 1460
900 South Fremont Avenue, 10th Floor
Alhambra, CA 91802-1460
Tel.: (626) 458-7023 or (626) 458-7072; fax (626) 979-5322
For emergencies, contact (626) 458-HELP (4357)

To USER: Department of Public Works
City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024
Attention: Director of Public Works
Tel.: (626) 355-7135

6.9 Execution in Counterparts.

6.9.1 This Use Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

6.9.2 DISTRICT and USER hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Use Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Use Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

This Use Agreement has been executed on behalf of DISTRICT and USER by and through their respective duly authorized representatives on the _____ day of _____ 2025.

DISTRICT:

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

By: _____
Greg Even
Assistant Deputy Director

Date: _____

USER:

CITY OF SIERRA MADRE
a municipal corporation

By: _____
Jose Reynoso
City Manager

Date: _____

EXHIBIT A
(Map of Premises)

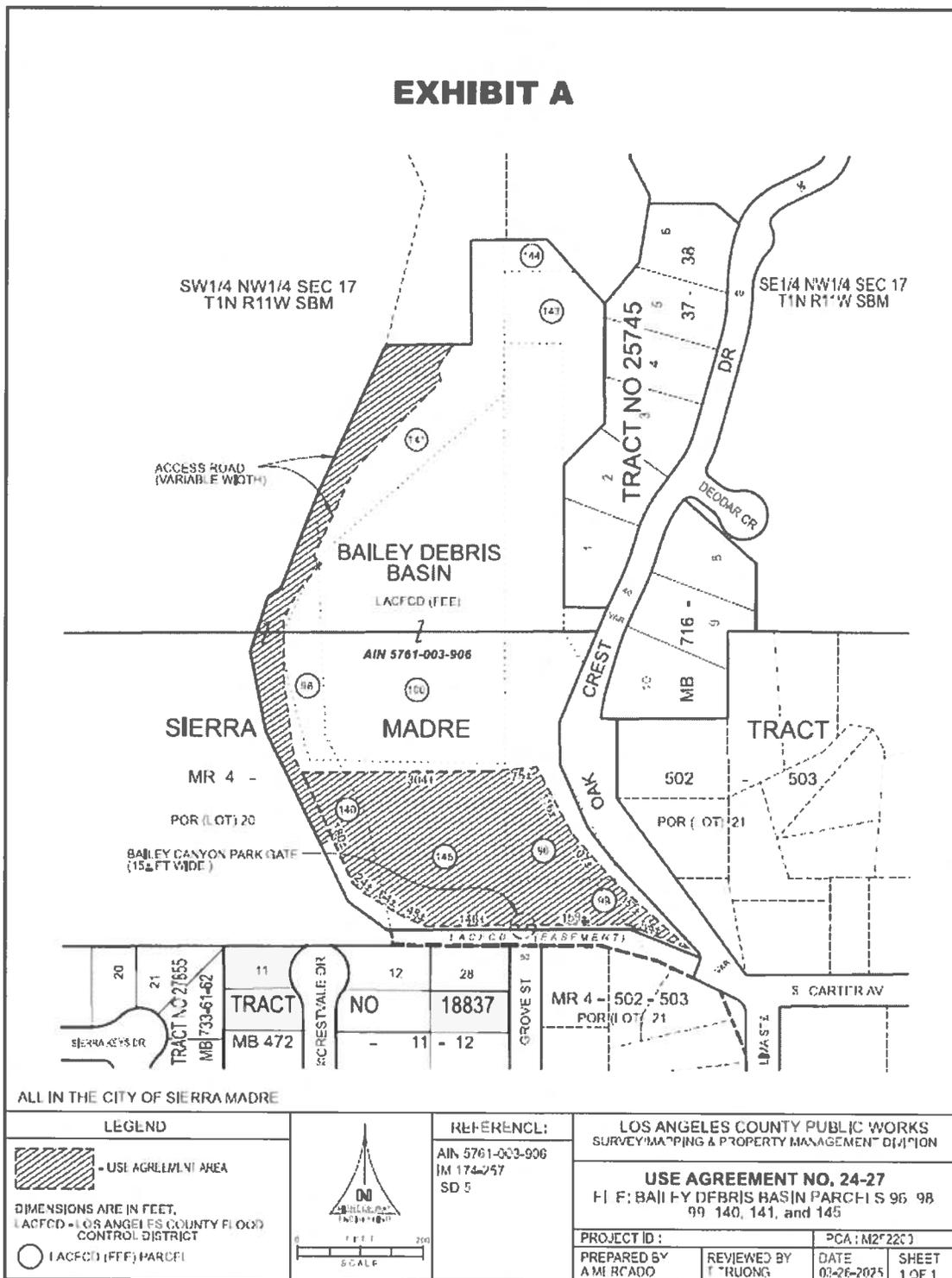


EXHIBIT B

SCOPE OF WORK: LANDSCAPE MAINTENANCE

Action	Description	Frequency
Tree Trimming	Remove dead, deceased, insect-infested and damaged branches and limbs	As needed
	Prune Elm, Eucalyptus, and Pepper trees	Every two (2) years
	Prune all other trees	Every Seven (7) years
	Dispose of all trees downed by natural or unnatural causes	As needed
Shrubbery/ Vines Trimming	Shrubs and vines shall be trimmed to restrict growth onto the adjacent roads, driveways, and walkways	As needed
	Trimming should look natural – no shearing	
	Remove dead or diseased plant materials	As needed
Weed Control	Keep landscaped areas on the premises free of weeds	As needed
	Remove all weeds from walkways, drainage areas, and cracks in all hard surface areas	As needed
Litter Control	Remove litter and accumulated debris from landscaped areas	Once (1) a week
	Empty and clean trash cans/receptacles	Once (1) a week
Litter Control Watering and Irrigation System	Inspect and maintain irrigation system and potable water	As needed
Rodent Control	Maintain all improved areas free of rodents, in compliance with Federal, State and local laws – to be completed by California Certified Applicator	As needed



City of Sierra Madre AGENDA REPORT

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

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Wolf, Senior Planner
Katelyn Huang, Assistant Planner

REVIEWED BY: Miguel Hernandez, Acting City Manager
Clare Lin, Director
Aleks Giragosian, City Attorney
Gustavo Barrientos, Chief of Police
Gregory Silva, Code Enforcement Officer

DATE: July 8, 2025

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

RECOMMENDATION

It is recommended the City Council conduct its first reading of Ordinance No. 1467 amending Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code.

ALTERNATIVES

The City Council may:

1. Adopt Ordinance No. 1467 amending Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code; or
2. Adopt with modifications Ordinance No. 1467; or
3. Continue consideration of Ordinance No. 1467; or
4. Reject consideration of Ordinance No. 1467.

EXECUTIVE SUMMARY

The City of Sierra Madre has prepared a municipal code text amendment of Chapter 9.32 ("Noise") to protect the citizens of Sierra Madre from excessive, unnecessary, and

unreasonable noises from all sources in the community. To support this effort, the City has contracted with Rincon Consultants, Inc. to draft the updated ordinance, incorporating direction provided by the Planning Commission. In addition to recommending approval of the proposed updates to Chapter 9.32, the Planning Commission also recommended that the City Council amend Chapter 8.40 (“Landscaping Equipment”) to align equipment operation hours with the updated construction hours. It is therefore recommended that the City Council conduct the first reading of Ordinance No. 1467, amending both Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code.

BACKGROUND

The City of Sierra Madre’s noise ordinance seeks to protect the citizens of Sierra Madre from excessive, unnecessary, and unreasonable noises from all sources in the community. Chapter 9.32 (“Noise”) was codified in 1984 establishing policies to control the adverse effects of noise. The last amendment to the Noise Ordinance was codified in 2009, imposing hours of operation on leaf blowers. As detailed by the timeline below, City staff have direction from City Council to draft an amendment updating the Noise Ordinance.

- February 14, 2023: Mayor Pro Tem Kriebs requested that the City Council direct the Planning Commission to update the Noise Ordinance with concurrence from the City Council.
- June 1, 2023: the Planning Commission conducted a public hearing approving Resolution No. 23-08, recommending that the City Council adopt Ordinance 1467. The Planning Commission deferred four sections of the ordinance for consideration by the City Council or the Natural Resources Commission.
- June 27, 2023: the City Council continued the public hearing to August 22, 2023, to allow time for the Natural Resources Commission to provide input regarding the regulation of leaf blowers.
- June 28, 2023: the Natural Resources Commission convened indicating that garden equipment emissions are under the Commission’s purview but deferred the regulation of “noise” generated by gas-powered leaf blowers and other garden equipment to the City Council.
- August 22, 2023: the City Council conducted a first reading of Ordinance 1467 and continued consideration of the ordinance to a date uncertain and directed staff to prepare an ordinance addressing gas-powered leaf blowers and other landscaping equipment.

At this point, staff paused Ordinance 1467 and instead focused on addressing gas-powered leaf blowers and other landscaping equipment through Ordinance 1469.

- November 5, 2023: Sierra Madre Natural Resources Commission unanimously recommended the City Council adopt Ordinance 1469, prohibiting or restricting gas-powered landscape equipment. The Commission considered air quality health instead of noise levels.
- February 27, 2024: the City Council conducted its first reading of Ordinance 1469, implementing a ban on operating any leaf-blowing machine or other landscaping equipment identified by future City Council Resolution and a scheduled ban on gas-powered leaf blower or other landscaping equipment
- March 12, 2024: the City Council adopted Ordinance 1469.

- September 1, 2024: the ban on gas-powered leaf blowers and other landscaping equipment took effect.

On October 2, 2024, the City released a Request for Proposals for consulting services to prepare amendments to the Noise Ordinance. Due to the complexity of the topic, the City entered into a contract with Bill Vosti, Project Manager, and Josh Carman, Institute of Noise Control Engineering, of Rincon Consultants, Inc., to prepare the ordinance. Staff directed Rincon Consultants, Inc. to analyze other cities' noise ordinances and determine the best approach and applicability for Sierra Madre. The proposed amendments to the ordinance seek to establish clear and measurable vibration thresholds and maximum and time-weighted noise level criteria for each zoned area. The amended Noise Ordinance establishes new exterior noise standards for residential, commercial, recreational, institutional uses, special events, and special exception provisions.

Staff reviewed the draft ordinance, provided comments to Rincon Consultants, Inc., and received a revised ordinance and has presented it to the Planning Commission's for review.

- April 17, 2025: the Planning Commission held a discussion regarding the updates to the Noise Ordinance and provided staff with direction to revise and prepare a draft municipal code text amendment for the Planning Commission. Revisions to the ordinance include to simplify the Exterior Noise Standards table, harmonize use hours defined under the "Exemptions" section, reduce the required noise measurement duration, and lastly remove the section for "Vibration".
- May 15, 2025: The Planning Commission held a public hearing on the draft ordinance and directed staff to revise specific sections, including simplification of exterior noise standards and clarification of exemptions related to special events and construction hours, and to clarify enforcement methods. Following the meeting, staff met with the Chief of Police and the City Attorney to review the enforcement methods and devices recommended by Rincon Consultants, Inc. It was determined that the Police Department will conduct one (1) sound level readings using a standardized intake form and record measurements take with an American National Standards Institute (ANSI) Type 2 Sound Level Meter. The meter will be used with the recommended tripod for ease of use during the 10-minute measurement period and equipped with a windshield to ensure accuracy of the measurements.
- June 19, 2025: The Planning Commission held a public hearing on the draft ordinance with updates and approved with modifications, Municipal Code Text Amendment (MCTA 25-01), and recommend the City Council adopt an ordinance amending Chapter 9.32 ("Noise") of Title 9 ("Public Peace, Morals and Welfare"), and also amend Chapter 8.40 ("Landscaping Equipment"), pursuant to Planning Commission Resolution 25-07 (Attachment B).

ANALYSIS

Chapter 9.32 of the Sierra Madre Municipal Code, currently does not specify a standard for measuring noise levels in each zoned areas, lacking a baseline specifying ambient noise levels, and does not include vibration as a factor of noise or sound level. The purpose of the amended ordinance is to quantify noise regulations and standards to protect the residents from excessive, unnecessary and unreasonable noises from all sources of the community with the intention to control the adverse effects of such noises.

Rincon Consultant, Inc. began their analysis by completing a preliminary review of the City's existing Noise Ordinance. Their reviews identified opportunities to reevaluate construction noise limits based on zoned area, consolidated noise limits in various land uses, and provided

clarification to definitions. To continue their analysis, Rincon researched and compiled existing noise and vibration levels within the City. They examined successful noise ordinances and regulations in the region, defining clear noise limits for local conditions and specifying appropriate noise level metrics for each zoned areas. Using this information, noise level guidelines tailored to the City were developed where Rincon conducted a survey/literature review of presumed ambient noise levels in the current noise ordinance. Based on their findings, the proposed amendments to the existing ordinance were provided for review.

Updates to applicable Sections of Chapter 9.32 include:

- 9.32.010 – Declaration of policy
- 9.32.020 – Update definitions to include:
 - “A-weighted Decibel (dBA)”,
 - “Ambient noise level”,
 - “Construction”,
 - “Equivalent Continuous Sound Level (Leq)”,
 - “Impulsive noise”, “Industrial property”,
 - “Maximum sound level (Lmax)”,
 - “Mobile noise source”,
 - “Noise level”,
 - “Simple tone noise”,
 - “Sound level meter”,
 - “Sound pressure level”,
 - “Special City-sponsored or City-affiliated events”,
 - “Special Events”,
 - “Stationary noise source”,
- 9.32.030 – Deleted “Residential property noise limits” and added “Exterior noise standards”
- Deleted sections for “Commercial and industrial property noise” and “Public property noise limits”
- 9.32.040 – Deleted “Special exemption provisions” and added “Exemptions”
- Deleted section for “Schools, hospitals and churches”
- 9.32.050 – Amended “Motor-driven vehicles”
- 9.32.060 – Amended “Exception permits”
- 9.32.070 – Renamed “General noise regulations” to “Prohibited noises”
- 9.32.080 – Added “Noise level measurement criteria”
- 9.32.090 – Renumbered section number for “Violation – Penalty”
- 9.32.100 – Renumbered section number for “Violations – Additional remedies – Injunctions”

To review the amendments of Chapter 9.32 (“Noise”), refer to Attachment C – Chapter 9.32 Noise (Redlines).

Currently, the Police Department does not have a sound level meter, while the Code Enforcement Officer has access to a single device capable of measuring dBA levels only. As part of the ordinance implementation strategy, Rincon Consultants, Inc. recommended the use of an American National Standards Institute (ANSI) Type 2 Sound Level Meter, which is capable of measuring both dBA and dBC. To ensure accuracy and ease of use in the field, Rincon also advised that the meter be used in conjunction with a tripod and windshield.

The adopted enforcement protocol provides that the Police Department will conduct one (1), 10-minute sound level reading. To implement this protocol effectively, staff will need to acquire a sound level meter capable of simultaneously measuring both dBA and dBC, ensuring compliance with the ordinance’s technical specifications and improving consistency in

enforcement practices across departments.

In addition to the proposed updates to Exemptions section (9.32.040), the Planning Commission recommended the City Council amend Chapter 8.40 (Landscaping Equipment) to align the allowable use hours for any machine or landscaping equipment with the City's construction hours. Specifically, the amendment would change the allowable use hours for any machine or landscaping equipment within any residential zone or within 500 feet of a residence from 8:00 a.m. to 7:00 a.m., Monday through Saturday. It would also establish permitted use hours on Sundays and Holidays, from 10:00 a.m. to 6:00 p.m., consistent with the City's construction hours.

To review the amendments of Chapter 8.40 ("Landscaping Equipment"), refer to Attachment D – Chapter 8.40 Landscaping Equipment (Redlines).

Provided for your reference are the Noise Level Guidelines Memorandum (Attachment G), Recommended Noise Enforcement Methods and Devices Memorandum (Attachment H), adopted by City Council in 2015.

CONSISTENCY WITH THE GENERAL PLAN

Section Four of the Hazard Prevention Chapter within the Sierra Madre General Plan describes the protection of the community and provides goals, objectives and policies that provide a clearer regulatory framework for maintaining public peace and welfare, while supporting community livability and environmental quality. The General Plan Noise Goals, Objective, and Policies has been provided with this report as Attachment I.

STRATEGIC PLAN CORRELATION

The amendments to Ch. 9.32 ("Noise") is a direct implementation of the Strategic Plan – Public Safety Chapter, Goal 3 (Manage Outdoor Environment), Objective 3.3: Effectively Enforce Existing Codes, in that the Strategic Plan explicitly identifies the need to review of the Noise Ordinance and enforcement processes By establishing clear standards and enforcement protocols (e.g., dBA limits, special event exemptions, measurement procedures), the ordinance enhances code enforceability and ensures greater consistency across departments.

Additionally, the amendments to Ch. 9.32 ("Noise") indirectly correlate with the Strategic Plan – Community Enrichment Chapter, Goal 2 (Improve Communication and Collaboration), Objective 2.1C: Increase accessibility to community communications, including emergency communications, City events, major Public Works projects, and general City programs and services. By serving as a regulatory framework that promotes community livability, the Noise Ordinance helps reduce neighborhood disturbances and fosters a more harmonious environment, thereby advancing the City's objective to improve communication and responsiveness to resident concerns.

ENVIRONMENTAL IMPACT (CEQA)

The amendments made by Ordinance No. 1467 to Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) are not a project as defined by the California Environmental Quality Act (CEQA) under Title 14, Section 15378 of the California Code of Regulations and will not have a significant effect on the environment. Therefore, this ordinance is exempt from CEQA review, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

FISCAL IMPACT

Staff time was spent in the preparation of this report and City Council Ordinance No. 1467. To support the ordinance update, the City contracted with Rincon Consultants, Inc. for their services at a total cost of \$24,963.

Future enforcement of the ordinance may require the purchase of additional sound measurement equipment. Specifically, the acquisition of an ANSI Type 2 Sound Level Meter capable of measuring both dBA and dBC, along with a tripod and windshield for improved field accuracy, is recommended. The estimated cost per meter setup is approximately \$600 to \$1,000.

PUBLIC NOTICE

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

ATTACHMENTS

- Attachment A: Ordinance No. 1467
- Attachment B: Planning Commission Resolution 25-07
- Attachment C: Chapter 8.40 (Landscaping Equipment) - redline
- Attachment D: Chapter 8.40 (Landscaping Equipment) - clean
- Attachment E: Chapter 9.32 (Noise) - redline
- Attachment F: Chapter 9.32 (Noise) - clean
- Attachment G: Noise Level Guidelines Memorandum
- Attachment H: Recommended Noise Enforcement Methods and Devices Memorandum
- Attachment I: General Plan Noise Goal, Objectives and Policies

ORDINANCE NO. 1467

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AMENDING CHAPTER 8.40 (“LANDSCAPING EQUIPMENT”) OF TITLE 8 (“HEALTH AND SAFETY”) AND CHAPTER 9.32 (“NOISE”) OF TITLE 9 (“PUBLIC PEACE, MORALS AND WELFARE”) OF THE SIERRA MADRE MUNICIPAL CODE

RECITALS

WHEREAS, the City desires to amend Chapter 8.40 (“Landscaping Equipment”) to align the allowable use hours of any machine or landscaping equipment with the City’s established construction hours; and

WHEREAS, the City desires to amend Chapter 9.32 (“Noise”) to protect the citizens of Sierra Madre from excessive, unnecessary, and unreasonable noises from all sources in the community; and

WHEREAS, General Plan, Section 4 (“Noise”), Policy Hz14.3, requires the City to enact noise regulations to prohibit unnecessary, excessive, and annoying noise sources; and

WHEREAS, the City desires to update allowable noise limits by employing a “weighted sound level” using a unit of measurement referred to as dBA; and

WHEREAS, as mandated by the State, noise-sensitive receptors must be identified as any area containing schools, assisted living facilities, or other land use deemed noise-sensitive by the local jurisdiction; and

WHEREAS, schools, churches, and assisted living facilities are considered sensitive land uses in Sierra Madre; and

WHEREAS, the Planning Commission held a discussion on April 17, 2025, on the update to the Noise Ordinance, Chapter 9.32 of Title 9 (“Public Peace, Morals and Welfare”);

WHEREAS, the Planning Commission held a public hearing on May 15, 2025, on the update to the Noise Ordinance, Chapter 9.32 of Title 9 (“Public Peace, Morals and Welfare”), and continued the hearing proving staff with direction.

WHEREAS, the Planning Commission held a public hearing on June 19, 2025, and adopted Resolution No. 25-07 recommending approval of a municipal code text amendment (Noise; MCTA 25-01) by ordinance to the City Council;

WHEREAS, the Planning Commission held a public hearing on June 19, 2025, and adopted Resolution No. 25-07 recommending the City Council amend Chapter 8.40 (“Landscaping Equipment”) by ordinance to the City Council;

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

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

SECTION 2. Amendment. Section 8.40.010 (“Landscaping Equipment Requirements”) of Chapter 8.40 (“Landscaping Equipment”) of Title 8 (“Health and Safety”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

8.40.010 – Landscaping Equipment Requirements.

- A. It is unlawful for any person to use or to operate, or cause to be operated, any ~~leaf-blowing~~ machine or other landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution within a residentially zoned area before 78:00 a.m. and after 76:00 p.m., ~~Monday through Friday~~daily; before 109:00 a.m. and after 65:00 p.m. on ~~Saturday or at any time on~~ Sunday and Holidays.
- B. It is unlawful for any person to use or to operate, or cause to be operated, any ~~leaf-blowing~~ machine or other landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution within 500 feet of a residentially zoned area before 78:00 a.m. and after 76:00 p.m., ~~Monday through Friday~~daily; before 109:00 a.m. and after 65:00 p.m. on ~~Saturday or at any time on~~ Sunday and Holidays.
- C. It is unlawful for any person to use or operate, or cause to be used or operated a leaf blower in such a manner as to blow, dispel, or make airborne leaves, grass cuttings, paper, trash, or any other type of unattached debris or material, which by use of the leaf blower, will intentionally cause such leaves, grass cuttings, paper, trash or any other type of unattached debris or material to become airborne or travel beyond the property boundaries of the parcel on which it is being used, to adjoining properties or public rights-of-way within the city, and to remain there for more than 15 minutes.
- D. It is unlawful to operate any ~~leaf-blowing~~ machine or other landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution in violation of Sierra Madre Municipal Code Chapter 9.32 (“NOISE”).
- E. Commencing September 1, 2024, it is unlawful for any person to operate or authorize the operation of a gas- powered leaf blower or other landscaping equipment identified by future City Council Resolution at any time for any purpose.

Use of any gas-powered landscaping equipment is exempt from this section as follows;

1. When utilized by or at the direction of emergency responders to respond to an emergency or necessary to restore, preserve, protect, or save lives or property from imminent danger of loss or harm.
2. When used to clear downed trees or vegetation in areas needing expedient clearance when necessary to protect public safety, as authorized by the City.

SECTION 3. Amendment. Section 9.32.010 (“Declaration of policy”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.010 – Declaration of policy.

It is declared to be the policy of the ~~City~~, in the exercise of its authority, that the peace, health, safety and welfare of the ~~citizens~~ residents of Sierra Madre require protection from excessive, unnecessary and unreasonable noises from all sources in the community. At certain levels, noises are detrimental to the health and welfare of the ~~citizenry~~ residents and it is therefore the intention of the city to control the adverse effect of such noises and sources on the ~~citizenry residents, especially those conditions of use which have severe impact upon any person.~~

SECTION 4. Amendment. Section 9.32.020 (“Definitions”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.020 – Definitions.

For the purposes of this chapter, the words and phrases used in this chapter are defined as follows:

"A-weighted Decibel (dBA)" means the overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear as represented by the A-weighted network. The reference pressure is 20 micropascals.

~~"A" level means the total sound level of all noise as measured with a sound level meter using the "A" weighting network. The unit is the dba.~~

"Ambient noise level" means the all-encompassing noise level associated with a given environment, being a composite of sounds from all sources, excluding the alleged offensive noise, at the location and approximate time at which a comparison with the alleged offensive noise is to be made.

"Construction" means demolition, building construction, and any excavating, grading, or filling of earth material, or any combination thereof, conducted at a site to prepare the site for construction or other improvements thereon.

"Decibel". ~~The decibel~~ is a unit measure of sound (noise) level relative to a standard reference sound on a logarithmic scale. It denotes the ratio between two quantities which are proportional to power; the number of decibels corresponding to the ratio of two amounts of power is ten times the logarithm to the base ten, of this ratio.

"Decipherable" ~~means a~~ ~~S~~ ~~sounds that is are~~ ~~"decipherable" if they are~~ of sufficient level that words or musical tunes can be made out or recognized by a person of normal hearing.

"Emergencies" are essential activities necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm, or work by private or public utilities in restoring service.

"Equivalent Continuous Sound Level (Leq)" means the value of an equivalent, steady sound level which, in a stated time period, has the same sound energy as the time-varying sound. Thus, the Leq metric is a single numerical value that represents the equivalent amount of variable sound energy received at a location over the specified duration.

"Holiday" means and includes New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

"Impulsive noise" means sound of short duration, usually less than one second, with an abrupt onset and rapid decay.

"Leaf blower" means any portable machine used to blow leaves, dirt and other debris off sidewalks, driveways, lawns or other surfaces.

"Maximum sound level (Lmax)" means the highest RMS sound level measured during the measurement period.

~~"Local ambient" is the lowest sound level repeating itself during a two minute period as measured with a precision sound level meter, using slow response and "A" weighting as determined with the noise source at issue silent, and in the same location as the measurement of the noise level of the source or sources at issue. However, in no case shall the local ambient be considered or determined to be less than (1) 30 dba for interior noise in Section 9.32.040; (2) 40 dba in all other sections.~~

~~"Noise level" is the maximum continuous sound level of repetitive peak level produced by a source or group of sources as measured with a provision sound level meter using the "A" weighting scale and the meter response function set to "SLOW."~~

"Mobile noise source" shall mean any noise source other than a stationary noise source.

"Noise level" shall mean the "A-weighted" sound pressure level in decibels obtained by using a sound level meter at slow response with a reference pressure of twenty (20) micronewtons per square meter. The unit of measurement shall be designated as dBA.

"Person" means a person, firm, association, co-partnership, joint venture, corporation, or any entity, public or private in nature.

~~Precision Sound Level Meter. A "precision sound level meter" is a device for measuring sound level in decibel units within the performance specifications in the American National Standards Institute Standard S1.4, "Specification for Sound Level Meters."~~

"Property plane" is a vertical plane including the property line which determines the property boundaries in space.

"Simple tone noise" means a noise characterized by a predominant frequency or frequencies so that other frequencies cannot be readily distinguished. In case of dispute, a simple tone noise shall exist if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by five dB for center frequencies of 500 Hz and above and by eight dB for center frequencies between 160 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

"Sound amplifying equipment" means any machine or device for the amplification of the human voice, music, or any other sound. "Sound amplifying equipment" shall not include warning devices on authorized emergency vehicles or horns or other warning devices on any vehicle used only for traffic safety purposes.

"Sound level meter" shall mean an instrument meeting American National Standard Institute's Standard S1.4-1971 for Type 1 or Type 2 sound level meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

"Sound pressure level" of a sound, in decibels, shall mean twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound to a reference pressure, which reference pressure shall be explicitly stated.

"Special City-sponsored or City-affiliated events" shall mean any temporary event that is organized, co-organized, or directly supported by the City, and that takes place on public or private property. Such events may include, but are not limited to, Fourth of July festivities, Concerts in the Park, and the Community Yard Sale.

"Special Events" shall mean any temporary event that is not organized, co-organized, or directly supported by the City, and that is held on City-owned or City-controlled property, where a large number of people are expected to congregate. Special Events include, but are not limited to, festivals, fairs, parades, races, farmers' markets, flea markets, weddings, rallies, or other similar organized activities.

"Stationary noise source" shall mean a stationary device which creates sounds while fixed or motionless, including but not limited to industrial and commercial machinery and equipment, pumps, fans, compressors, generators, air conditioners and refrigeration equipment.

~~"Sound level" expressed in decibels (dba) is a logarithmic indication of the ratio between the acoustic energy present at a given location and the lowest amount of acoustic energy audible to sensitive human ears and weighted by frequency to account for characteristics of human hearing, as given in the American National Standards Institute Standard S1.1, "Acoustic Terminology," paragraph 2.9, or successor reference. All references to db in this chapter utilize the A-level weighting scale, abbreviated dba, measured as set forth in this section.~~

"Vehicle" is any device by which any person or property may be propelled, moved, or drawn upon a highway or street.

SECTION 5. Addition. Section 9.32.030 ("Exterior noise standards") of Chapter 9.32 ("Noise") of Title 9 ("Public Peace, Morals and Welfare") is hereby added with additions denoted by underlined text.

9.32.030 – Exterior noise standards.

A. The following exterior noise standards shall apply to all land uses at the property plane. It is unlawful for any person at any location within the incorporated area of the City to create any noise due to a stationary noise source (or any mobile noise source not preempted by State or Federal laws that preempts control of mobile noise sources on public roads), or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, which causes

the noise level when measured at the property line of any property, either within or outside the City, to exceed the applicable noise standards:

Sierra Madre Exterior Noise Standards for Impacted Property				
<u>Time Period</u>	<u>Leq Noise Level dBA (10 minute)</u>	<u>Lmax Noise Level dBA</u>	<u>Leq Noise Level dBC (10 minute)</u>	<u>Lmax Noise Level dBC</u>
<u>Day Time (7 a.m.–10 p.m.)</u>	<u>60</u>	<u>80</u>	<u>70</u>	<u>90</u>
<u>Evening Time (10 p.m.–7 a.m.)</u>	<u>50</u>	<u>70</u>	<u>60</u>	<u>80</u>

- B. In the event the alleged offensive noise consists entirely of impulsive noise, simple tone noise, noise from sound amplifying equipment (e.g., speech or music), or any combination thereof, each of the above noise levels shall be reduced by five dBA.
- C. If the alleged offense affects a property outside the City's jurisdiction, the exterior noise standards shall be enforced at the City boundary.

SECTION 6. Addition. Section 9.32.040 (“Exemptions”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is hereby is amended with additions denoted by underlined text.

9.32.040 – Exemptions.

The following activities shall be exempted from the provisions of this chapter:

- A. Activities, such as school bands, school athletics, and school entertainment events, not constituting “special events” conducted on the grounds of any public or private nursery, elementary, intermediate or secondary school or college.
- B. Emergencies. Any mechanical device, apparatus or equipment used, related to or connected with emergency machinery, vehicle or work are exempt from this chapter.
- C. Construction. Between the hours of 7:00 a.m. and 7:00 p.m. daily, except Sundays and Holidays when the exemption herein shall apply between 10:00 a.m. and 6:00 p.m., construction, alteration or repair activities which are authorized by a valid city permit shall be allowed if the noise level does not exceed 80 dba Leq over an 8-hour period.
- D. Powered equipment intended for repetitive use in residential areas. Notwithstanding any other provision of this chapter, including Section 9.32.070, no person shall operate a machine or landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise within any residential zone or within 500 feet of a residence outside of the hours of 7:00 a.m. to 7:00 p.m. daily, and 10:00 a.m. to 6:00 p.m. on Sunday and Holidays.
- E. Special City-sponsored or City-affiliated events. Any event organized or supported by the City that use sound amplifying equipment shall not exceed 70 dBA Leq over a 10 minute period or longer during daytime hours of 7:00 a.m. to 10 p.m. without an exemption issued by the city manager or his designee. Examples of such events include, but are not limited to, Fourth of July festivities, Concerts in the Park, and the Community Yard Sale. These exemptions must consider the regulations set forth in Section 9.32.060 and Section 9.32.070. The exemption permit must be obtained in addition to any other permit or license.
- F. Any activity to the extent regulation thereof has been preempted by State or Federal law.
- G. Noise sources associated with solid waste collection and removal, provided such activities take place between 7:00 a.m. and 6:00 p.m. Monday through Friday; or between 7:00 a.m. and 2:00 p.m. on Saturdays; or as otherwise provided in an approved franchise agreement between a waste hauler and the City.

SECTION 7. Amendment. Section 9.32.050 (“Motor-driven vehicles”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.050 – Motor-driven vehicles.

It is unlawful for any person to operate any motor driven vehicle within the city in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance; provided, however, any such vehicle which is operated upon any public highway, street, or right-of-way shall be excluded from the provisions of this section. In addition, vehicle horns, or other devices primarily intended to create a loud noise for warning purposes, shall not be used when the vehicle is at rest, or when a situation endangering life, health, or property is not imminent, without a valid noise permit.

SECTION 8. Amendment. Section 9.32.060 (“Exception permits”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.060 – Exception permits.

A. Applications. The owner or operator of a noise source may file an application for a permit to temporarily exceed the noise limits in this chapter. The application shall set forth: (1) all facts regarding the request, including a detailed description of the noise source and proposed dates and times the noise limits would be exceeded; (2) the reasons why compliance with the noise limits cannot be achieved and the basis for such a determination; (3) all actions the applicant has taken, intends to take, and any proposed methods to minimize noise during the temporary activity; and (4) any such additional information relevant to the request the Director may require.

B. Permit fee. The application shall be accompanied by a fee in the current amount established by resolution of the City Council. A separate application shall be filed for each noise source; provided, however, that several mobile noise sources under common ownership or several fixed sources on a single property may be combined into one application.

C. Permit processing. Within five days of receipt of a complete application, the Planning Department shall forward the application to the city manager for a determination. An applicant shall remain subject to the terms of this chapter unless and until a permit to temporarily exceed noise limits is granted.

D. City manager review, authority, and decision. The city manager shall consider the factors listed in Section 9.32.070.

The city manager is authorized to grant a permit to temporarily exceed the noise limits of this chapter for a as short duration as possible up to three months, but renewable upon showing a good cause, if the city manager finds such temporary waiver:

1. Would be in the public interest and there is no feasible and prudent alternative to the activity, or the method of conducting the activity, for which the temporary waiver is sought; and
2. That strict compliance with the requirements of this chapter will cause practical difficulties, unnecessary hardship, or unreasonable expense.

After reviewing the application and all relevant facts and information, the city manager shall render a decision on the application. Such decision shall be transmitted to the applicant in written form within ten days of the application submittal. Any person aggrieved with the decision of the city manager or his designee may appeal to the City Council for final determination.

Permit Requirements. A permit shall be for a limited period and may be subject to any terms, conditions, and requirements as the city manager deems reasonable to achieve maximum compliance with the provisions of this chapter. Such terms, conditions and requirements may include, but shall not be limited to, limitations on Noise Levels and operating hours, and a requirement to implement noise attenuation measures.

~~If the applicant can show to the city manager or his designee that a diligent investigation of available noise abatement techniques indicates that immediate compliance with the requirements of this chapter would be impractical or unreasonable, a permit to allow exception from the provisions contained in all or a portion of this chapter may be issued, with appropriate conditions to minimize the public detriment caused by such exceptions. Any such permit shall be of as short duration as possible up to three months, but renewable upon a showing of good cause, and shall be conditioned by a schedule for compliance and details of methods therefor in appropriate cases. Any person aggrieved with the decision of the city manager or his designee may appeal to the city council for final determination.~~

SECTION 9. Amended. Section 9.32.070 (“Prohibited noises”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.070 – Prohibited noises.

Notwithstanding any other provision of this chapter, and in addition thereto, it shall be unlawful for any person to willfully make or continue, to cause to be made or continued, any loud, unnecessary, or unusual noise which unreasonably disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area. The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include the following:

- A. The volume, pitch and intensity of the noise;
- B. The duration and frequency of occurrence of the noise;
- C. Whether the nature of the noise is typical or atypical of the area;
- D. Whether the origin of the noise is natural or unnatural, controllable or uncontrollable;
- E. The volume and intensity of the background noise;
- F. The proximity of the noise to residential sleeping facilities;
- G. The nature and zoning of the area within which the noise emanates;
- H. The time of the day or night the noise occurs;
- I. Whether the noise is recurrent, intermittent, or constant;
- J. Whether the noise is produced by a commercial or noncommercial activity;
- K. Whether the amplified sound is loud enough to be decipherable outside the property plane.

SECTION 10. Addition. Section 9.32.080 (“Noise level measurement criteria”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is hereby added with additions denoted by underlined text.

9.32.080 – Noise level measurement criteria.

Any noise level measurements made pursuant to the provisions of this chapter shall be performed using a sound level meter which meets at least American National Standards Institute (ANSI) Type 2 standards. While the exterior noise standards in Section 9.32.030 are applied to the property line of the receiving use, the location for measuring noise levels may be at any legally accessible vantage point where a reasonable person would conclude the noise may exceed this chapter's noise standards. All noise level measurements shall be performed in accordance with the procedures established by the City and shall be at a height of at least four feet, at least four feet away from reflective surfaces, and for a duration of at least 10 minutes, where feasible. The measurement shall be made using the A-weighting network (dBA) with "slow" meter response. Impulsive noises shall be measured using "fast" meter response. The purpose of the measurement is to determine if the alleged noise violation exceeds the standards established in Section 9.32.030. If for any reason the alleged offending noise cannot be turned off, shut down or temporarily removed from the area, then the ambient noise shall be estimated by performing a representative measurement in the same general area of the source but at a sufficient distance such that the noise source is inaudible. When

documenting the low frequency ambient per Section 9.32.040.E, C-weighting (dBC) shall be used.

SECTION 11. Amended. Section 9.32.060 (“Violation – Penalty”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.090 – Violation – Penalty.

Any persons violating without satisfactory cause any provisions of this chapter will be deemed guilty of a misdemeanor and, upon conviction, shall be fined an amount not exceeding one thousand dollars or be imprisoned in the city or county jail up to, but not exceeding six months or by both such fine and imprisonment. Each day such violation is committed or permitted is to constitute a separate offense and shall be punishable as such.

SECTION 12. Amended. Section 9.32.060 (“Violation – Additional remedies – Injunctions”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.100 – Violation – Additional remedies – Injunctions.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle, or machinery in violation of any provision of this chapter, which operation or maintenance causes discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health, or peace of residents in the area, shall be deemed, and is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

SECTION 13. 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 the text amendments to Chapter 8.40 (“Landscaping Equipment”) of Title 8 (“Health and Safety”) and Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) of the Sierra Madre Municipal Code will not have a significant effect on the environment and are therefore exempt from CEQA review, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 14. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 15. Publication. The City Clerk shall cause this Ordinance to be published or posted in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance and her certification, together with proof of the publication, to be entered in the book of Ordinances of the City Council.

SECTION 16. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code Section 36937.

PASSED, APPROVED AND ADOPTED this day of , 2025.

Robert Parkhurst, Mayor

ATTEST:

Laura Aguilar, City Clerk

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

I HEREBY CERTIFY that the foregoing Ordinance was introduced by first reading on the 8th day of July, 2025, and duly adopted by the City Council of the City of Sierra Madre, California, at a regular meeting held on the [redacted] day of [redacted], 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Laura Aguilar, City Clerk

PLANNING COMMISSION RESOLUTION NO. 25-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE A MUNICIPAL CODE TEXT AMENDMENT (MCTA 25-01) AND ADOPT AN ORDINANCE AMENDING CHAPTER 9.32 (“NOISE”) OF TITLE 9 (“PUBLIC PEACE, MORALS AND WELFARE”) AND AMEND CHAPTER 8.40 (“LANDSCAPING EQUIPMENT”) OF TITLE 8 (“HEALTH AND SAFETY”) OF THE SIERRA MADRE MUNICIPAL CODE

RECITALS

WHEREAS, the City desires to amend Chapter 9.32 (“Noise”) to protect the citizens of Sierra Madre from excessive, unnecessary, and unreasonable noises from all sources in the community; and

WHEREAS, the City desires to amend Chapter 8.40 (“Landscaping Equipment”) to align the allowable use hours of any machine or landscaping equipment with the City’s established construction hours; and

WHEREAS, General Plan, Section 4 (“Noise”), Policy Hz14.3, requires the City to enact noise regulations to prohibit unnecessary, excessive, and annoying noise sources; and

WHEREAS, the City desires to update allowable noise limits by employing a “weighted sound level” using a unit of measurement referred to as dBA; and

WHEREAS, as mandated by the State, noise-sensitive receptors must be identified as any area containing schools, assisted living facilities, or other land use deemed noise-sensitive by the local jurisdiction; and

WHEREAS, schools, churches, and assisted living facilities are considered sensitive land uses in Sierra Madre; and

WHEREAS, the Planning Commission has received the report and recommendations of staff; and

WHEREAS, notice was duly given of the public hearing on the matter, which was held on June 19, 2025, with all testimony received being made part of the public record.

THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. Amendment. Chapter 8.40 (“Landscaping Equipment”) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code is amended as stated in Exhibit

1, attached herein, with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

SECTION 3. Amendment. Chapter 9.32 (“Noise”) of Title 9 (Public Peace, Morals and Welfare) of the Sierra Madre Municipal Code is amended as stated in Exhibit 2, attached herein, with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

SECTION 3. California Environmental Quality Act. The Planning Commission finds that this Resolution is not a project as defined by the California Environmental Quality Act (CEQA) under Title 14, Section 15378 of the California Code of Regulations. The Planning Commission further finds that the recommended amendments to Chapter 9.32 (“Noise”) in this Resolution will not have a significant effect on the environment and are therefore exempt from CEQA review, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The Planning Commission hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon adoption.

SECTION 6. Certification. The Director of Planning and Community Preservation shall attest to the passage and adoption of this Resolution by the Planning Commission and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this nineteenth day of June 2025.



Thomas Denison, Planning Commission Chair

I HEREBY CERTIFY the foregoing Resolution was duly adopted by the Planning Commission of the City of Sierra Madre, California, at a regular meeting held on the 19th day of June, 2025, by the following vote:

AYES: Chair Denison, Vice-Chair Simcock, Commissioner Brennan, and Commissioner Yoo

NOES:

ABSENT: Commissioner Moran

ABSTAINED:



Clare Lin, Director
Planning & Community Preservation Department

Chapter 8.40 Landscaping Equipment

Sections:

8.40.010 Landscaping Equipment Requirements

- A. It is unlawful for any person to use or to operate, or cause to be operated, any ~~leaf blowing~~ machine or other landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution within a residentially zoned area before ~~78:00~~ a.m. and after ~~76:00~~ p.m., ~~Monday through Friday daily~~; before ~~109:00~~ a.m. and after ~~65:00~~ p.m. on ~~Saturday or at any time on~~ Sunday and Holidays.
- B. It is unlawful for any person to use or to operate, or cause to be operated, any ~~leaf blowing~~ machine or other landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution within 500 feet of a residentially zoned area before ~~78:00~~ a.m. and after ~~76:00~~ p.m., ~~Monday through Friday daily~~; before ~~109:00~~ a.m. and after ~~65:00~~ p.m. on ~~Saturday or at any time on~~ Sunday and Holidays.
- C. It is unlawful for any person to use or operate, or cause to be used or operated a leaf blower in such a manner as to blow, dispel, or make airborne leaves, grass cuttings, paper, trash, or any other type of unattached debris or material, which by use of the leaf blower, will intentionally cause such leaves, grass cuttings, paper, trash or any other type of unattached debris or material to become airborne or travel beyond the property boundaries of the parcel on which it is being used, to adjoining properties or public rights-of-way within the city, and to remain there for more than 15 minutes.
- D. It is unlawful to operate any ~~leaf blowing~~ machine or other landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution in violation of Sierra Madre Municipal Code Chapter 9.32 (“NOISE”).
- E. Commencing September 1, 2024, it is unlawful for any person to operate or authorize the operation of a gas-powered leaf blower or other landscaping equipment identified by future City Council Resolution at any time for any purpose.

Use of any gas-powered landscaping equipment is exempt from this section as follows;

1. When utilized by or at the direction of emergency responders to respond to an emergency or necessary to restore, preserve, protect, or save lives or property from imminent danger of loss or harm.
2. When used to clear downed trees or vegetation in areas needing expedient clearance when necessary to protect public safety, as authorized by the City

8.24.020 Penalties.

- A. Violations of this section are subject to Sierra Madre Municipal Code Section 1.18.020 (“ADMINISTRATIVE FINES AND PENALTIES”)
-

Chapter 9.32 NOISE

Sections:**9.32.010 Declaration of policy.**

It is declared to be the policy of the City, in the exercise of its authority, that the peace, health, safety and welfare of the citizens residents of Sierra Madre require protection from excessive, unnecessary and unreasonable noises from all sources in the community. At certain levels, noises are detrimental to the health and welfare of the citizenry residents and it is therefore the intention of the city to control the adverse effect of such noises and sources on the citizenry residents, especially those conditions of use which have severe impact upon any person.

(Ord. 1012 § 2 (part), 1984: prior code § 5100)

9.32.020 Definitions.

For the purposes of this chapter, the words and phrases used in this chapter are defined as follows:

"A-weighted Decibel (dBA)" means the overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear as represented by the A-weighted network. The reference pressure is 20 micropascals.

"A" level means the total sound level of all noise as measured with a sound level meter using the "A" weighting network. The unit is the dba.

"Ambient noise level" means the all-encompassing noise level associated with a given environment, being a composite of sounds from all sources, excluding the alleged offensive noise, at the location and approximate time at which a comparison with the alleged offensive noise is to be made.

"Construction" means demolition, building construction, and any excavating, grading, or filling of earth material, or any combination thereof, conducted at a site to prepare the site for construction or other improvements thereon.

"Decibel". ~~The decibel~~ is a unit measure of sound (noise) level relative to a standard reference sound on a logarithmic scale. It denotes the ratio between two quantities which are proportional to power; the number of decibels corresponding to the ratio of two amounts of power is ten times the logarithm to the base ten, of this ratio.

"Decipherable" means a sound that is ~~are "decipherable" if they are~~ of sufficient level that words or musical tunes can be made out or recognized by a person of normal hearing.

"Emergencies" are essential activities necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm, or work by private or public utilities in restoring service.

"Equivalent Continuous Sound Level (Leq)" means the value of an equivalent, steady sound level which, in a stated time period, has the same sound energy as the time-varying sound. Thus, the Leq metric is a single numerical value that represents the equivalent amount of variable sound energy received at a location over the specified duration.

"Holiday" means and includes New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

"Impulsive noise" means sound of short duration, usually less than one second, with an abrupt onset and rapid decay.

"Leaf blower" means any portable machine used to blow leaves, dirt and other debris off sidewalks, driveways, lawns or other surfaces.

"Maximum sound level (Lmax)" means the highest RMS sound level measured during the measurement period.

"Local ambient" is the lowest sound level repeating itself during a two minute period as measured with a precision sound level meter, using slow response and "A" weighting as determined with the noise source at issue silent, and in the same location as the measurement of the noise level of the source or sources at issue. However, in no case shall the local ambient be considered or determined to be less than (1) 30 dBA for interior noise in Section 9.32.040; (2) 40 dBA in all other sections.

"Noise level" is the maximum continuous sound level of repetitive peak level produced by a source or group of sources as measured with a precision sound level meter using the "A" weighting scale and the meter response function set to "SLOW."

"Mobile noise source" shall mean any noise source other than a stationary noise source.

"Noise level" shall mean the "A-weighted" sound pressure level in decibels obtained by using a sound level meter at slow response with a reference pressure of twenty (20) micronewtons per square meter. The unit of measurement shall be designated as dBA.

"Person" means a person, firm, association, co-partnership, joint venture, corporation, or any entity, public or private in nature.

Precision Sound Level Meter. A "precision sound level meter" is a device for measuring sound level in decibel units within the performance specifications in the American National Standards Institute Standard S1.4, "Specification for Sound Level Meters."

"Property plane" is a vertical plane including the property line which determines the property boundaries in space.

"Simple tone noise" means a noise characterized by a predominant frequency or frequencies so that other frequencies cannot be readily distinguished. In case of dispute, a simple tone noise shall exist if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by five dB for center frequencies of 500 Hz and above and by eight dB for center frequencies between 160 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

"Sound amplifying equipment" means any machine or device for the amplification of the human voice, music, or any other sound. "Sound amplifying equipment" shall not include warning devices on authorized emergency vehicles or horns or other warning devices on any vehicle used only for traffic safety purposes.

"Sound level meter" shall mean an instrument meeting American National Standard Institute's Standard S1.4-1971 for Type 1 or Type 2 sound level meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

"Sound pressure level" of a sound, in decibels, shall mean twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound to a reference pressure, which reference pressure shall be explicitly stated.

"Special City-sponsored or City-affiliated events" shall mean any temporary event that is organized, co-organized, or directly supported by the City, and that takes place on public or private property. Such events may include, but are not limited to, Fourth of July festivities, Concerts in the Park, and the Community Yard Sale.

“Special Events” shall mean any temporary event that is not organized, co-organized, or directly supported by the City, and that is held on City-owned or City-controlled property, where a large number of people are expected to congregate. Special Events include, but are not limited to, festivals, fairs, parades, races, farmers’ markets, flea markets, weddings, rallies, or other similar organized activities.

“Stationary noise source” shall mean a stationary device which creates sounds while fixed or motionless, including but not limited to industrial and commercial machinery and equipment, pumps, fans, compressors, generators, air conditioners and refrigeration equipment.

“Sound level” expressed in decibels (dba) is a logarithmic indication of the ratio between the acoustic energy present at a given location and the lowest amount of acoustic energy audible to sensitive human ears and weighted by frequency to account for characteristics of human hearing, as given in the American National Standards Institute Standard S1.1, “Acoustic Terminology,” paragraph 2.9, or successor reference. All references to db in this chapter utilize the A-level weighting scale, abbreviated dba, measured as set forth in this section.

“Vehicle” is any device by which any person or property may be propelled, moved, or drawn upon a highway or street.

(Ord. 1012 § 2 (part), 1984: prior code § 5101)

(Ord. No. 1287, § 1, 2-24-09; Ord. No. 1295, §§ 1—3, 7-14-09)

9.32.030 ~~Residential property noise limits.~~ Exterior noise standards.

A. The following exterior noise standards shall apply to all land uses at the property plane. It is unlawful for any person at any location within the incorporated area of the City to create any noise due to a stationary noise source (or any mobile noise source not preempted by State or Federal laws that preempts control of mobile noise sources on public roads), or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, which causes the noise level when measured at the property line of any property, either within or outside the City, to exceed the applicable noise standards:

- (a) No person shall produce, suffer or allow to be produced by any machine or device, or any combination of same, on residential property, a noise level more than 6 dba above the local ambient at any point outside of the property plane.
- (b) No person shall produce, suffer or allow to be produced by any machine, device, or any combination of same, on multi-residential property, a noise level which exceeds 6 dba above the local ambient three feet from any wall, floor, or ceiling inside any dwelling unit on the same property, open or closed doors or windows, except within the dwelling unit in which the noise source or sources may be located.

(Ord. 1012 § 2 (part), 1984: prior code § 5102)

Sierra Madre Exterior Noise Standards for Impacted Property				
Time Period	Leq Noise Level	Lmax Noise Level	Leq Noise Level	Lmax Noise Level
	dB A (10 minute)		dB C (10 minute)	
Day Time (7 a.m.–10 p.m.)	60	80	70	90
Evening Time (10 p.m.–7 a.m.)	50	70	60	80

B. In the event the alleged offensive noise consists entirely of impulsive noise, simple tone noise, noise from sound amplifying equipment (e.g., speech or music), or any combination thereof, each of the above noise levels shall be reduced by five dBA.

C. If the alleged offense affects a property outside the City's jurisdiction, the exterior noise standards shall be enforced at the City boundary.

~~9.32.040 Commercial and industrial property noise.~~

~~No person shall produce, suffer or allow to be produced by any machine or device, or any combination of same, on commercial or industrial property, a noise level more than 8 dba above the local ambient at any point outside of the property plane.~~

~~(Ord. 1012 § 2 (part), 1984; prior code § 5103)~~

~~9.32.050 Public property noise limits.~~

~~A. No person shall produce, suffer or allow to be produced by any machine or device, or any combination of same, on public property, a noise level more than 15 dba above the local ambient at a distance of twenty-five feet or more, unless otherwise provided in this chapter.~~

~~B. Performances using sound amplifying equipment and special events shall not exceed 60 dba measured at a distance of fifty feet from the source without an exemption issued by the city manager or his designee. These exemptions must consider the standards set forth in Sections 9.32.070 and 9.32.100. The exemption permit must be obtained in addition to any other permit or license.~~

~~C. Vehicle horns, or other devices primarily intended to create a loud noise for warning purposes, shall not be used when the vehicle is at rest, or when a situation endangering life, health, or property is not imminent, without a valid noise permit.~~

~~(Ord. 1185 § 2(part), 2000; Ord. 1012 § 2 (part), 1984; prior code § 5104)~~

~~9.32.0460 Special exception provisions-Exemptions.~~

The following activities shall be exempted from the provisions of this chapter:

A. Activities, such as school bands, school athletics, and school entertainment events, not constituting "special events" conducted on the grounds of any public or private nursery, elementary, intermediate or secondary school or college. Daytime Exceptions. Any noise source which does not produce a noise level exceeding 80 dba at a distance of twenty-five feet under its most noisy condition of use shall be exempt from the provisions of Sections 9.32.030, 9.32.040 and 9.32.050 between the hours of seven a.m. and nine p.m. daily except Sundays and holidays, when the exemption herein shall apply between ten a.m. and six p.m.

B. Emergencies. Emergencies Any mechanical device, apparatus or equipment used, related to or connected with emergency machinery, vehicle or work are exempt from this chapter.

C. Construction. Notwithstanding any other provision of this chapter, including Section 9.32.100, bB between the hours of seven 7:00 a.m. and seven 7:00 p.m. daily, except Sundays and hHolidays when the exemption herein shall apply between ten 10:00 a.m. and six 6:00 p.m., construction, alteration or repair activities which are authorized by a valid city permit shall be allowed if the noise level at any point outside the property plane shall does not exceed 805 dbA Leq over an 8-hour period.

D. Powered equipment intended for repetitive use in residential areas. Leaf blower. Notwithstanding any other provision of this chapter, including Section 9.32.1070, no person shall operate a leaf blower machine or landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any

~~hand tool which creates a loud, raucous noise within any residential zone or within 500 feet of a residence within the city outside of the hours of eight 7:00 a.m. to seven 7:00 p.m., daily Monday through Saturday, and ten 10:00 a.m. to six 6:00 p.m., Sundays and hHolidays. The foregoing prohibition shall not apply within any commercial zone. Noise generated by leaf blowers within any commercial zone shall be regulated by other sections of this chapter.~~

E. ~~Special City-sponsored or City-affiliated events. Any event organized or supported by the City that use sound amplifying equipment shall not exceed 70 dBA Leq over a 10 minute period or longer during daytime hours of 7:00 a.m. to 10 p.m. without an exemption issued by the city manager or his designee. Examples of such events include, but are not limited to, Fourth of July festivities, Concerts in the Park, and the Community Yard Sale. These exemptions must consider the regulations set forth in Section 9.32.060 and Section 9.32.070. The exemption permit must be obtained in addition to any other permit or license.~~

F. ~~Any activity to the extent regulation thereof has been preempted by State or Federal law.~~

G. ~~Noise sources associated with solid waste collection and removal, provided such activities take place between 7:00 a.m. and 6:00 p.m. Monday through Friday; or between 7:00 a.m. and 2:00 p.m. on Saturdays; or as otherwise provided in an approved franchise agreement between a waste hauler and the City.~~

(Ord. 1012 § 2 (part), 1984: prior code § 5105)

(Ord. No. 1287, § 2, 2-24-09; Ord. No. 1295, § 4, 7-14-09)

~~9.32.070 Schools, hospitals and churches.~~

~~It is unlawful for any person to create any noise on any street, sidewalk, or public place adjacent to any school, institution of learning, or church while the same is in use or adjacent to any hospital, which noise unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed in such streets, sidewalk or public place indicating the presence of a school, church, or hospital.~~

(Ord. 1012 § 2 (part), 1984: prior code § 5106)

9.32.0580 Motor-driven vehicles.

It is unlawful for any person to operate any motor driven vehicle within the city in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance; provided, however, any such vehicle which is operated upon any public highway, street, or right-of-way shall be excluded from the provisions of this section. In addition, vehicle horns, or other devices primarily intended to create a loud noise for warning purposes, shall not be used when the vehicle is at rest, or when a situation endangering life, health, or property is not imminent, without a valid noise permit.

(Ord. 1012 § 2 (part), 1984: prior code § 5107)

9.32.0690 Exception permits.

A. Applications. The owner or operator of a noise source may file an application for a permit to temporarily exceed the noise limits in this chapter. The application shall set forth: (1) all facts regarding the request, including a detailed description of the noise source and proposed dates and times the noise limits would be exceeded; (2) the reasons why compliance with the noise limits cannot be achieved and the basis for such a determination; (3) all actions the applicant has taken, intends to take, and any proposed methods to minimize noise during the temporary activity; and (4) any such additional information relevant to the request the Director may require.

B. Permit fee. The application shall be accompanied by a fee in the current amount established by resolution of the City Council. A separate application shall be filed for each noise source; provided, however, that several mobile noise sources under common ownership or several fixed sources on a single property may be combined into one application.

C. Permit processing. Within five days of receipt of a complete application, the Planning Department shall forward the application to the city manager for a determination. An applicant shall remain subject to the terms of this chapter unless and until a permit to temporarily exceed noise limits is granted.

D. City manager review, authority, and decision. The city manager shall consider the factors listed in Section 9.32.070.

The city manager is authorized to grant a permit to temporarily exceed the noise limits of this chapter for a as short duration as possible up to three months, but renewable upon showing a good cause, if the city manager finds such temporary waiver:

1. Would be in the public interest and there is no feasible and prudent alternative to the activity, or the method of conducting the activity, for which the temporary waiver is sought; and
2. That strict compliance with the requirements of this chapter will cause practical difficulties, unnecessary hardship, or unreasonable expense.

After reviewing the application and all relevant facts and information, the city manager shall render a decision on the application. Such decision shall be transmitted to the applicant in written form within ten days of the application submittal. Any person aggrieved with the decision of the city manager or his designee may appeal to the City Council for final determination.

Permit Requirements. A permit shall be for a limited period and may be subject to any terms, conditions, and requirements as the city manager deems reasonable to achieve maximum compliance with the provisions of this chapter. Such terms, conditions and requirements may include, but shall not be limited to, limitations on Noise Levels and operating hours, and a requirement to implement noise attenuation measures.

~~If the applicant can show to the city manager or his designee that a diligent investigation of available noise abatement techniques indicates that immediate compliance with the requirements of this chapter would be impractical or unreasonable, a permit to allow exception from the provisions contained in all or a portion of this chapter may be issued, with appropriate conditions to minimize the public detriment caused by such exceptions. Any such permit shall be of as short duration as possible up to three months, but renewable upon a showing of good cause, and shall be conditioned by a schedule for compliance and details of methods therefor in appropriate cases. Any person aggrieved with the decision of the city manager or his designee may appeal to the city council for final determination.~~

(Ord. 1185 § 2 (part), 2000: Ord. 1012 § 2 (part), 1984: prior code § 5108)

9.32.100070-General noise regulations Prohibited noises.

Notwithstanding any other provision of this chapter, and in addition thereto, it shall be unlawful for any person to willfully make or continue, to cause to be made or continued, any loud, unnecessary, or unusual noise which unreasonably disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area. The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include the following:

- A. The volume, pitch and intensity of the noise;
- B. The duration and frequency of occurrence of the noise;
- C. Whether the nature of the noise is typical or atypical of the area;

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- D. Whether the origin of the noise is natural or unnatural, controllable or uncontrollable;
 - E. The volume and intensity of the background noise;
 - F. The proximity of the noise to residential sleeping facilities;
 - G. The nature and zoning of the area within which the noise emanates;
 - H. The time of the day or night the noise occurs;
 - I. Whether the noise is recurrent, intermittent, or constant;
 - J. Whether the noise is produced by a commercial or noncommercial activity;
 - K. Whether the amplified sound is loud enough to be decipherable outside the property plane.

(Ord. 1012 § 2 (part), 1984: prior code § 5109)

9.32.080 Noise Level Measurement Criteria.

Any noise level measurements made pursuant to the provisions of this chapter shall be performed using a sound level meter which meets at least American National Standards Institute (ANSI) Type 2 standards. While the exterior noise standards in Section 9.32.030 are applied to the property line of the receiving use, the location for measuring noise levels may be at any legally accessible vantage point where a reasonable person would conclude the noise may exceed this chapter's noise standards. All noise level measurements shall be performed in accordance with the procedures established by the City and shall be at a height of at least four feet, at least four feet away from reflective surfaces, and for a duration of at least 10 minutes, where feasible. The measurement shall be made using the A-weighting network (dBA) with "slow" meter response. Impulsive noises shall be measured using "fast" meter response. The purpose of the measurement is to determine if the alleged noise violation exceeds the standards established in Section 9.32.030. If for any reason the alleged offending noise cannot be turned off, shut down or temporarily removed from the area, then the ambient noise shall be estimated by performing a representative measurement in the same general area of the source but at a sufficient distance such that the noise source is inaudible. When documenting the low frequency ambient per Section 9.32.040.E, C-weighting (dBC) shall be used.

9.32.11090 Violation—Penalty.

Any persons violating without satisfactory cause any provisions of this chapter will be deemed guilty of a misdemeanor and, upon conviction, shall be fined an amount not exceeding one thousand dollars or be imprisoned in the city or county jail up to, but not exceeding six months or by both such fine and imprisonment. Each day such violation is committed or permitted is to constitute a separate offense and shall be punishable as such.

(Ord. 1012 § 2 (part), 1984: prior code § 5110)

9.32.1020 Violations—Additional remedies—Injunctions.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle, or machinery in violation of any provision of this chapter, which operation or maintenance causes discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health, or peace of residents in the area, shall be deemed, and is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

(Ord. 1012 § 2 (part), 1984: prior code § 5111)

Chapter 8.40 Landscaping Equipment

Sections:

8.40.010 Landscaping Equipment Requirements

- A. It is unlawful for any person to use or to operate, or cause to be operated, any leaf blowing machine or other landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution within a residentially zoned area before 78:00 a.m. and after 76:00 p.m., Monday through Friday daily; before 109:00 a.m. and after 65:00 p.m. on Saturday or at any time on Sunday and Holidays.
- B. It is unlawful for any person to use or to operate, or cause to be operated, any leaf blowing machine or other landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution within 500 feet of a residentially zoned area before 78:00 a.m. and after 76:00 p.m., Monday through Friday daily; before 109:00 a.m. and after 65:00 p.m. on Saturday or at any time on Sunday and Holidays.
- C. It is unlawful for any person to use or operate, or cause to be used or operated a leaf blower in such a manner as to blow, dispel, or make airborne leaves, grass cuttings, paper, trash, or any other type of unattached debris or material, which by use of the leaf blower, will intentionally cause such leaves, grass cuttings, paper, trash or any other type of unattached debris or material to become airborne or travel beyond the property boundaries of the parcel on which it is being used, to adjoining properties or public rights-of-way within the city, and to remain there for more than 15 minutes.
- D. It is unlawful to operate any leaf blowing machine or other landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution in violation of Sierra Madre Municipal Code Chapter 9.32 (“NOISE”).
- E. Commencing September 1, 2024, it is unlawful for any person to operate or authorize the operation of a gas-powered leaf blower or other landscaping equipment identified by future City Council Resolution at any time for any purpose.

Use of any gas-powered landscaping equipment is exempt from this section as follows;

1. When utilized by or at the direction of emergency responders to respond to an emergency or necessary to restore, preserve, protect, or save lives or property from imminent danger of loss or harm.
2. When used to clear downed trees or vegetation in areas needing expedient clearance when necessary to protect public safety, as authorized by the City.

8.24.020 Penalties.

- A. Violations of this section are subject to Sierra Madre Municipal Code Section 1.18.020 (“ADMINISTRATIVE FINES AND PENALTIES”)
-

Chapter 8.40 Landscaping Equipment

Sections:

8.40.010 Landscaping Equipment Requirements

- A. It is unlawful for any person to use or to operate, or cause to be operated, any machine or other landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution within a residentially zoned area before 7:00 a.m. and after 7:00 p.m., daily; and before 10:00 a.m. and after 6:00 p.m. on Sunday and Holidays.
- B. It is unlawful for any person to use or to operate, or cause to be operated, any machine or other landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution within 500 feet of a residentially zoned area before 7:00 a.m. and after 7:00 p.m., daily; before 10:00 a.m. and after 6:00 p.m. on Sunday and Holidays.
- C. It is unlawful for any person to use or operate, or cause to be used or operated a leaf blower in such a manner as to blow, dispel, or make airborne leaves, grass cuttings, paper, trash, or any other type of unattached debris or material, which by use of the leaf blower, will intentionally cause such leaves, grass cuttings, paper, trash or any other type of unattached debris or material to become airborne or travel beyond the property boundaries of the parcel on which it is being used, to adjoining properties or public rights-of-way within the city, and to remain there for more than 15 minutes.
- D. It is unlawful to operate any machine or other landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution in violation of Sierra Madre Municipal Code Chapter 9.32 ("NOISE").
- E. Commencing September 1, 2024, it is unlawful for any person to operate or authorize the operation of a gas-powered leaf blower or other landscaping equipment identified by future City Council Resolution at any time for any purpose.

Use of any gas-powered landscaping equipment is exempt from this section as follows;

1. When utilized by or at the direction of emergency responders to respond to an emergency or necessary to restore, preserve, protect, or save lives or property from imminent danger of loss or harm.
2. When used to clear downed trees or vegetation in areas needing expedient clearance when necessary to protect public safety, as authorized by the City

8.24.020 Penalties.

- A. Violations of this section are subject to Sierra Madre Municipal Code Section 1.18.020 ("ADMINISTRATIVE FINES AND PENALTIES")
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Chapter 9.32 NOISE

Sections:**9.32.010 Declaration of policy.**

It is declared to be the policy of the City, in the exercise of its authority, that the peace, health, safety and welfare of the citizens residents of Sierra Madre require protection from excessive, unnecessary and unreasonable noises from all sources in the community. At certain levels, noises are detrimental to the health and welfare of the citizenry residents and it is therefore the intention of the city to control the adverse effect of such noises and sources on the citizenry residents, especially those conditions of use which have severe impact upon any person.

(Ord. 1012 § 2 (part), 1984: prior code § 5100)

9.32.020 Definitions.

For the purposes of this chapter, the words and phrases used in this chapter are defined as follows:

"A-weighted Decibel (dBA)" means the overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear as represented by the A-weighted network. The reference pressure is 20 micropascals.

"A" level means the total sound level of all noise as measured with a sound level meter using the "A" weighting network. The unit is the dba.

"Ambient noise level" means the all-encompassing noise level associated with a given environment, being a composite of sounds from all sources, excluding the alleged offensive noise, at the location and approximate time at which a comparison with the alleged offensive noise is to be made.

"Construction" means demolition, building construction, and any excavating, grading, or filling of earth material, or any combination thereof, conducted at a site to prepare the site for construction or other improvements thereon.

"Decibel". ~~The decibel~~ is a unit measure of sound (noise) level relative to a standard reference sound on a logarithmic scale. It denotes the ratio between two quantities which are proportional to power; the number of decibels corresponding to the ratio of two amounts of power is ten times the logarithm to the base ten, of this ratio.

"Decipherable" means a sound that is ~~are "decipherable" if they are~~ of sufficient level that words or musical tunes can be made out or recognized by a person of normal hearing.

"Emergencies" are essential activities necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm, or work by private or public utilities in restoring service.

"Equivalent Continuous Sound Level (Leq)" means the value of an equivalent, steady sound level which, in a stated time period, has the same sound energy as the time-varying sound. Thus, the Leq metric is a single numerical value that represents the equivalent amount of variable sound energy received at a location over the specified duration.

"Holiday" means and includes New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

"Impulsive noise" means sound of short duration, usually less than one second, with an abrupt onset and rapid decay.

"Leaf blower" means any portable machine used to blow leaves, dirt and other debris off sidewalks, driveways, lawns or other surfaces.

"Maximum sound level (Lmax)" means the highest RMS sound level measured during the measurement period.

"Local ambient" is the lowest sound level repeating itself during a two minute period as measured with a precision sound level meter, using slow response and "A" weighting as determined with the noise source at issue silent, and in the same location as the measurement of the noise level of the source or sources at issue. However, in no case shall the local ambient be considered or determined to be less than (1) 30 dba for interior noise in Section 9.32.040; (2) 40 dba in all other sections.

"Noise level" is the maximum continuous sound level of repetitive peak level produced by a source or group of sources as measured with a precision sound level meter using the "A" weighting scale and the meter response function set to "SLOW."

"Mobile noise source" shall mean any noise source other than a stationary noise source.

"Noise level" shall mean the "A-weighted" sound pressure level in decibels obtained by using a sound level meter at slow response with a reference pressure of twenty (20) micronewtons per square meter. The unit of measurement shall be designated as dBA.

"Person" means a person, firm, association, co-partnership, joint venture, corporation, or any entity, public or private in nature.

Precision Sound Level Meter. A "precision sound level meter" is a device for measuring sound level in decibel units within the performance specifications in the American National Standards Institute Standard S1.4, "Specification for Sound Level Meters."

"Property plane" is a vertical plane including the property line which determines the property boundaries in space.

"Simple tone noise" means a noise characterized by a predominant frequency or frequencies so that other frequencies cannot be readily distinguished. In case of dispute, a simple tone noise shall exist if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by five dB for center frequencies of 500 Hz and above and by eight dB for center frequencies between 160 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

"Sound amplifying equipment" means any machine or device for the amplification of the human voice, music, or any other sound. "Sound amplifying equipment" shall not include warning devices on authorized emergency vehicles or horns or other warning devices on any vehicle used only for traffic safety purposes.

"Sound level meter" shall mean an instrument meeting American National Standard Institute's Standard S1.4-1971 for Type 1 or Type 2 sound level meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

"Sound pressure level" of a sound, in decibels, shall mean twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound to a reference pressure, which reference pressure shall be explicitly stated.

"Special City-sponsored or City-affiliated events" shall mean any temporary event that is organized, co-organized, or directly supported by the City, and that takes place on public or private property. Such events may include, but are not limited to, Fourth of July festivities, Concerts in the Park, and the Community Yard Sale.

“Special Events” shall mean any temporary event that is not organized, co-organized, or directly supported by the City, and that is held on City-owned or City-controlled property, where a large number of people are expected to congregate. Special Events include, but are not limited to, festivals, fairs, parades, races, farmers’ markets, flea markets, weddings, rallies, or other similar organized activities.

“Stationary noise source” shall mean a stationary device which creates sounds while fixed or motionless, including but not limited to industrial and commercial machinery and equipment, pumps, fans, compressors, generators, air conditioners and refrigeration equipment.

“Sound level” expressed in decibels (dba) is a logarithmic indication of the ratio between the acoustic energy present at a given location and the lowest amount of acoustic energy audible to sensitive human ears and weighted by frequency to account for characteristics of human hearing, as given in the American National Standards Institute Standard S1.1, “Acoustic Terminology,” paragraph 2.9, or successor reference. All references to db in this chapter utilize the A-level weighting scale, abbreviated dba, measured as set forth in this section.

“Vehicle” is any device by which any person or property may be propelled, moved, or drawn upon a highway or street.

(Ord. 1012 § 2 (part), 1984: prior code § 5101)

(Ord. No. 1287, § 1, 2-24-09; Ord. No. 1295, §§ 1—3, 7-14-09)

9.32.030 ~~Residential property noise limits.~~ Exterior noise standards.

A. The following exterior noise standards shall apply to all land uses at the property plane. It is unlawful for any person at any location within the incorporated area of the City to create any noise due to a stationary noise source (or any mobile noise source not preempted by State or Federal laws that preempts control of mobile noise sources on public roads), or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, which causes the noise level when measured at the property line of any property, either within or outside the City, to exceed the applicable noise standards:

- (a) No person shall produce, suffer or allow to be produced by any machine or device, or any combination of same, on residential property, a noise level more than 6 dba above the local ambient at any point outside of the property plane.
- (b) No person shall produce, suffer or allow to be produced by any machine, device, or any combination of same, on multi-residential property, a noise level which exceeds 6 dba above the local ambient three feet from any wall, floor, or ceiling inside any dwelling unit on the same property, open or closed doors or windows, except within the dwelling unit in which the noise source or sources may be located.

(Ord. 1012 § 2 (part), 1984: prior code § 5102)

Sierra Madre Exterior Noise Standards for Impacted Property				
Time Period	Leq Noise Level	Lmax Noise Level	Leq Noise Level	Lmax Noise Level
	dB(A) (10 minute)		dB(C) (10 minute)	
Day Time (7 a.m.–10 p.m.)	60	80	70	90
Evening Time (10 p.m.–7 a.m.)	50	70	60	80

B. In the event the alleged offensive noise consists entirely of impulsive noise, simple tone noise, noise from sound amplifying equipment (e.g., speech or music), or any combination thereof, each of the above noise levels shall be reduced by five dBA.

C. If the alleged offense affects a property outside the City's jurisdiction, the exterior noise standards shall be enforced at the City boundary.

9.32.040 Commercial and industrial property noise.

~~No person shall produce, suffer or allow to be produced by any machine or device, or any combination of same, on commercial or industrial property, a noise level more than 8 dba above the local ambient at any point outside of the property plane.~~

~~(Ord. 1012 § 2 (part), 1984; prior code § 5103)~~

9.32.050 Public property noise limits.

A. ~~No person shall produce, suffer or allow to be produced by any machine or device, or any combination of same, on public property, a noise level more than 15 dba above the local ambient at a distance of twenty-five feet or more, unless otherwise provided in this chapter.~~

B. ~~Performances using sound amplifying equipment and special events shall not exceed 60 dba measured at a distance of fifty feet from the source without an exemption issued by the city manager or his designee. These exemptions must consider the standards set forth in Sections 9.32.070 and 9.32.100. The exemption permit must be obtained in addition to any other permit or license.~~

C. ~~Vehicle horns, or other devices primarily intended to create a loud noise for warning purposes, shall not be used when the vehicle is at rest, or when a situation endangering life, health, or property is not imminent, without a valid noise permit.~~

~~(Ord. 1185 § 2(part), 2000; Ord. 1012 § 2 (part), 1984; prior code § 5104)~~

9.32.0460 Special exception provisions-Exemptions.

The following activities shall be exempted from the provisions of this chapter:

A. Activities, such as school bands, school athletics, and school entertainment events, not constituting "special events" conducted on the grounds of any public or private nursery, elementary, intermediate or secondary school or college. Daytime Exceptions. Any noise source which does not produce a noise level exceeding 80 dba at a distance of twenty five feet under its most noisy condition of use shall be exempt from the provisions of Sections 9.32.030, 9.32.040 and 9.32.050 between the hours of seven a.m. and nine p.m. daily except Sundays and holidays, when the exemption herein shall apply between ten a.m. and six p.m.

B. Emergencies. Emergencies Any mechanical device, apparatus or equipment used, related to or connected with emergency machinery, vehicle or work are exempt from this chapter.

C. Construction. Notwithstanding any other provision of this chapter, including Section 9.32.100, bB between the hours of seven 7:00 a.m. and seven 7:00 p.m. daily, except Sundays and hHolidays when the exemption herein shall apply between ten 10:00 a.m. and six 6:00 p.m., construction, alteration or repair activities which are authorized by a valid city permit shall be allowed if the noise level at any point outside the property plane shall does not exceed 805 dbA Leg over an 8-hour period.

D. Powered equipment intended for repetitive use in residential areas. Leaf blower. Notwithstanding any other provision of this chapter, including Section 9.32.1070, no person shall operate a leaf blower machine or landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any

~~hand tool which creates a loud, raucous noise within any residential zone or within 500 feet of a residence within the city outside of the hours of eight 7:00 a.m. to seven 7:00 p.m., daily Monday through Saturday, and ten 10:00 a.m. to six 6:00 p.m., Sundays and hHolidays. The foregoing prohibition shall not apply within any commercial zone. Noise generated by leaf blowers within any commercial zone shall be regulated by other sections of this chapter.~~

E. ~~Special City-sponsored or City-affiliated events. Any event organized or supported by the City that use sound amplifying equipment shall not exceed 70 dBA Leq over a 10 minute period or longer during daytime hours of 7:00 a.m. to 10 p.m. without an exemption issued by the city manager or his designee. Examples of such events include, but are not limited to, Fourth of July festivities, Concerts in the Park, and the Community Yard Sale. These exemptions must consider the regulations set forth in Section 9.32.060 and Section 9.32.070. The exemption permit must be obtained in addition to any other permit or license.~~

F. ~~Any activity to the extent regulation thereof has been preempted by State or Federal law.~~

G. ~~Noise sources associated with solid waste collection and removal, provided such activities take place between 7:00 a.m. and 6:00 p.m. Monday through Friday; or between 7:00 a.m. and 2:00 p.m. on Saturdays; or as otherwise provided in an approved franchise agreement between a waste hauler and the City.~~

(Ord. 1012 § 2 (part), 1984: prior code § 5105)

(Ord. No. 1287, § 2, 2-24-09; Ord. No. 1295, § 4, 7-14-09)

~~9.32.070 Schools, hospitals and churches.~~

~~It is unlawful for any person to create any noise on any street, sidewalk, or public place adjacent to any school, institution of learning, or church while the same is in use or adjacent to any hospital, which noise unreasonably interferes with the workings of such institution or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed in such streets, sidewalk or public place indicating the presence of a school, church, or hospital.~~

(Ord. 1012 § 2 (part), 1984: prior code § 5106)

9.32.0580 Motor-driven vehicles.

It is unlawful for any person to operate any motor driven vehicle within the city in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance; provided, however, any such vehicle which is operated upon any public highway, street, or right-of-way shall be excluded from the provisions of this section. In addition, vehicle horns, or other devices primarily intended to create a loud noise for warning purposes, shall not be used when the vehicle is at rest, or when a situation endangering life, health, or property is not imminent, without a valid noise permit.

(Ord. 1012 § 2 (part), 1984: prior code § 5107)

9.32.0690 Exception permits.

A. Applications. The owner or operator of a noise source may file an application for a permit to temporarily exceed the noise limits in this chapter. The application shall set forth: (1) all facts regarding the request, including a detailed description of the noise source and proposed dates and times the noise limits would be exceeded; (2) the reasons why compliance with the noise limits cannot be achieved and the basis for such a determination; (3) all actions the applicant has taken, intends to take, and any proposed methods to minimize noise during the temporary activity; and (4) any such additional information relevant to the request the Director may require.

B. Permit fee. The application shall be accompanied by a fee in the current amount established by resolution of the City Council. A separate application shall be filed for each noise source; provided, however, that several mobile noise sources under common ownership or several fixed sources on a single property may be combined into one application.

C. Permit processing. Within five days of receipt of a complete application, the Planning Department shall forward the application to the city manager for a determination. An applicant shall remain subject to the terms of this chapter unless and until a permit to temporarily exceed noise limits is granted.

D. City manager review, authority, and decision. The city manager shall consider the factors listed in Section 9.32.070.

The city manager is authorized to grant a permit to temporarily exceed the noise limits of this chapter for a as short duration as possible up to three months, but renewable upon showing a good cause, if the city manager finds such temporary waiver:

1. Would be in the public interest and there is no feasible and prudent alternative to the activity, or the method of conducting the activity, for which the temporary waiver is sought; and
2. That strict compliance with the requirements of this chapter will cause practical difficulties, unnecessary hardship, or unreasonable expense.

After reviewing the application and all relevant facts and information, the city manager shall render a decision on the application. Such decision shall be transmitted to the applicant in written form within ten days of the application submittal. Any person aggrieved with the decision of the city manager or his designee may appeal to the City Council for final determination.

Permit Requirements. A permit shall be for a limited period and may be subject to any terms, conditions, and requirements as the city manager deems reasonable to achieve maximum compliance with the provisions of this chapter. Such terms, conditions and requirements may include, but shall not be limited to, limitations on Noise Levels and operating hours, and a requirement to implement noise attenuation measures.

~~If the applicant can show to the city manager or his designee that a diligent investigation of available noise abatement techniques indicates that immediate compliance with the requirements of this chapter would be impractical or unreasonable, a permit to allow exception from the provisions contained in all or a portion of this chapter may be issued, with appropriate conditions to minimize the public detriment caused by such exceptions. Any such permit shall be of as short duration as possible up to three months, but renewable upon a showing of good cause, and shall be conditioned by a schedule for compliance and details of methods therefor in appropriate cases. Any person aggrieved with the decision of the city manager or his designee may appeal to the city council for final determination.~~

(Ord. 1185 § 2 (part), 2000: Ord. 1012 § 2 (part), 1984: prior code § 5108)

9.32.100070-General noise regulations Prohibited noises.

Notwithstanding any other provision of this chapter, and in addition thereto, it shall be unlawful for any person to willfully make or continue, to cause to be made or continued, any loud, unnecessary, or unusual noise which unreasonably disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area. The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include the following:

- A. The volume, pitch and intensity of the noise;
- B. The duration and frequency of occurrence of the noise;
- C. Whether the nature of the noise is typical or atypical of the area;

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- D. Whether the origin of the noise is natural or unnatural, controllable or uncontrollable;
 - E. The volume and intensity of the background noise;
 - F. The proximity of the noise to residential sleeping facilities;
 - G. The nature and zoning of the area within which the noise emanates;
 - H. The time of the day or night the noise occurs;
 - I. Whether the noise is recurrent, intermittent, or constant;
 - J. Whether the noise is produced by a commercial or noncommercial activity;
 - K. Whether the amplified sound is loud enough to be decipherable outside the property plane.

(Ord. 1012 § 2 (part), 1984: prior code § 5109)

9.32.080 Noise level measurement criteria.

Any noise level measurements made pursuant to the provisions of this chapter shall be performed using a sound level meter which meets at least American National Standards Institute (ANSI) Type 2 standards. While the exterior noise standards in Section 9.32.030 are applied to the property line of the receiving use, the location for measuring noise levels may be at any legally accessible vantage point where a reasonable person would conclude the noise may exceed this chapter's noise standards. All noise level measurements shall be performed in accordance with the procedures established by the City and shall be at a height of at least four feet, at least four feet away from reflective surfaces, and for a duration of at least 10 minutes, where feasible. The measurement shall be made using the A-weighting network (dBA) with "slow" meter response. Impulsive noises shall be measured using "fast" meter response. The purpose of the measurement is to determine if the alleged noise violation exceeds the standards established in Section 9.32.030. If for any reason the alleged offending noise cannot be turned off, shut down or temporarily removed from the area, then the ambient noise shall be estimated by performing a representative measurement in the same general area of the source but at a sufficient distance such that the noise source is inaudible. When documenting the low frequency ambient per Section 9.32.040.E, C-weighting (dBC) shall be used.

9.32.~~11090~~ Violation—Penalty.

Any persons violating without satisfactory cause any provisions of this chapter will be deemed guilty of a misdemeanor and, upon conviction, shall be fined an amount not exceeding one thousand dollars or be imprisoned in the city or county jail up to, but not exceeding six months or by both such fine and imprisonment. Each day such violation is committed or permitted is to constitute a separate offense and shall be punishable as such.

(Ord. 1012 § 2 (part), 1984: prior code § 5110)

9.32.~~1020~~ Violations—Additional remedies—Injunctions.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle, or machinery in violation of any provision of this chapter, which operation or maintenance causes discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health, or peace of residents in the area, shall be deemed, and is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

(Ord. 1012 § 2 (part), 1984: prior code § 5111)

Chapter 9.32 NOISE

Sections:

9.32.010 Declaration of policy.

It is declared to be the policy of the City, in the exercise of its authority, that the peace, health, safety and welfare of the residents of Sierra Madre require protection from excessive, unnecessary and unreasonable noises from all sources in the community. At certain levels, noises are detrimental to the health and welfare of the residents and it is therefore the intention of the City to control the adverse effect of such noises and sources on the residents.

(Ord. 1012 § 2 (part), 1984: prior code § 5100)

9.32.020 Definitions.

For the purposes of this chapter, the words and phrases used in this chapter are defined as follows:

"A-weighted Decibel (dBA)" means the overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear as represented by the A-weighted network. The reference pressure is 20 micropascals.

"Ambient noise level" means the all-encompassing noise level associated with a given environment, being a composite of sounds from all sources, excluding the alleged offensive noise, at the location and approximate time at which a comparison with the alleged offensive noise is to be made.

"Construction" means demolition, building construction, and any excavating, grading, or filling of earth material, or any combination thereof, conducted at a site to prepare the site for construction or other improvements thereon.

"Decibel" is a unit measure of sound (noise) level relative to a standard reference sound on a logarithmic scale. It denotes the ratio between two quantities which are proportional to power; the number of decibels corresponding to the ratio of two amounts of power is ten times the logarithm to the base ten, of this ratio.

"Decipherable" means a sound that is of sufficient level that words or musical tunes can be made out or recognized by a person of normal hearing.

"Emergencies" are essential activities necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm, or work by private or public utilities in restoring service.

"Equivalent Continuous Sound Level (Leq)" means the value of an equivalent, steady sound level which, in a stated time period, has the same sound energy as the time-varying sound. Thus, the Leq metric is a single numerical value that represents the equivalent amount of variable sound energy received at a location over the specified duration.

"Holiday" means and includes New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

"Impulsive noise" means sound of short duration, usually less than one second, with an abrupt onset and rapid decay. "Leaf blower" means any portable machine used to blow leaves, dirt and other debris off sidewalks, driveways, lawns or other surfaces.

"Maximum sound level (Lmax)" means the highest RMS sound level measured during the measurement period.

"Mobile noise source" shall mean any noise source other than a stationary noise source.

"Noise level" shall mean the "A-weighted" sound pressure level in decibels obtained by using a sound level meter at slow response with a reference pressure of twenty (20) micronewtons per square meter. The unit of measurement shall be designated as dBA.

"Person" means a person, firm, association, co-partnership, joint venture, corporation, or any entity, public or private in nature.

"Property plane" is a vertical plane including the property line which determines the property boundaries in space.

"Simple tone noise" means a noise characterized by a predominant frequency or frequencies so that other frequencies cannot be readily distinguished. In case of dispute, a simple tone noise shall exist if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by five dB for center frequencies of 500 Hz and above and by eight dB for center frequencies between 160 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

"Sound amplifying equipment" means any machine or device for the amplification of the human voice, music, or any other sound. "Sound amplifying equipment" shall not include warning devices on authorized emergency vehicles or horns or other warning devices on any vehicle used only for traffic safety purposes.

"Sound level meter" shall mean an instrument meeting American National Standard Institute's Standard S1.4-1971 for Type 1 or Type 2 sound level meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

"Sound pressure level" of a sound, in decibels, shall mean twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound to a reference pressure, which reference pressure shall be explicitly stated.

"Special City-sponsored or City-affiliated events" shall mean any temporary event that is organized, co-organized, or directly supported by the City, and that takes place on public or private property. Such events may include, but are not limited to, Fourth of July festivities, Concerts in the Park, and the Community Yard Sale.

"Special Events" shall mean any temporary event that is not organized, co-organized, or directly supported by the City, and that is held on City-owned or City-controlled property, where a large number of people are expected to congregate. Special Events include, but are not limited to, festivals, fairs, parades, races, farmers' markets, flea markets, weddings, rallies, or other similar organized activities.

"Stationary noise source" shall mean a stationary device which creates sounds while fixed or motionless, including but not limited to industrial and commercial machinery and equipment, pumps, fans, compressors, generators, air conditioners and refrigeration equipment. "Vehicle" is any device by which any person or property may be propelled, moved, or drawn upon a highway or street.

(Ord. 1012 § 2 (part), 1984: prior code § 5101)

(Ord. No. 1287, § 1, 2-24-09; Ord. No. 1295, §§ 1—3, 7-14-09)

9.32.030 Exterior noise standards.

- A. The following exterior noise standards shall apply to all land uses at the property plane. It is unlawful for any person at any location within the incorporated area of the City to create any noise due to a stationary noise

source (or any mobile noise source not preempted by State or Federal laws that preempts control of mobile noise sources on public roads), or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, which causes the noise level when measured at the property line of any property, either within or outside the City, to exceed the applicable noise standards:

(Ord. 1012 § 2 (part), 1984: prior code § 5102)

Sierra Madre Exterior Noise Standards for Impacted Property				
Time Period	Leq Noise Level		Leq Noise Level	
	dBA (10 minute)	Lmax Noise Level dBA	dBC (10 minute)	Lmax Noise Level dBC
Day Time (7 a.m.–10 p.m.)	60	80	70	90
Evening Time (10 p.m.–7 a.m.)	50	70	60	80

- B. In the event the alleged offensive noise consists entirely of impulsive noise, simple tone noise, noise from sound amplifying equipment (e.g., speech or music), or any combination thereof, each of the above noise levels shall be reduced by five dBA.
- C. If the alleged offense affects a property outside the City's jurisdiction, the exterior noise standards shall be enforced at the City boundary.

(Ord. 1185 § 2(part), 2000: Ord. 1012 § 2 (part), 1984: prior code § 5104)

9.32.040 Exemptions.

The following activities shall be exempted from the provisions of this chapter:

- A. Activities, such as school bands, school athletics, and school entertainment events, not constituting “special events” conducted on the grounds of any public or private nursery, elementary, intermediate or secondary school or college.
- B. Emergencies. Any mechanical device, apparatus or equipment used, related to or connected with emergency machinery, vehicle or work are exempt from this chapter.
- C. Construction. Between the hours of 7:00 a.m. and 7:00 p.m. daily, except Sundays and Holidays when the exemption herein shall apply between 10:00 a.m. and 6:00 p.m., construction, alteration or repair activities which are authorized by a valid city permit shall be allowed if the noise level does not exceed 80 dba Leq over an 8-hour period.
- D. Powered equipment intended for repetitive use in residential areas. Notwithstanding any other provision of this chapter, including Section 9.32.070, no person shall operate a machine or landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise within any residential zone or within 500 feet of a residence outside of the hours of 7:00 a.m. to 7:00 p.m. daily, and 10:00 a.m. to 6:00 p.m. on Sunday and Holidays.
- E. Special City-sponsored or City-affiliated events. Any event organized or supported by the City that use sound amplifying equipment shall not exceed 70 dBA Leq over a 10 minute period or longer during daytime hours of 7:00 a.m. to 10 p.m. without an exemption issued by the city manager or his designee. Examples of such

events include, but are not limited to, Fourth of July festivities, Concerts in the Park, and the Community Yard Sale. These exemptions must consider the regulations set forth in Section 9.32.060 and Section 9.32.070. The exemption permit must be obtained in addition to any other permit or license.

- F. Any activity to the extent regulation thereof has been preempted by State or Federal law.
- G. Noise sources associated with solid waste collection and removal, provided such activities take place between 7:00 a.m. and 6:00 p.m. Monday through Friday; or between 7:00 a.m. and 2:00 p.m. on Saturdays; or as otherwise provided in an approved franchise agreement between a waste hauler and the City.

(Ord. 1012 § 2 (part), 1984: prior code § 5105)

(Ord. No. 1287, § 2, 2-24-09; Ord. No. 1295, § 4, 7-14-09)

9.32.050 Motor-driven vehicles.

It is unlawful for any person to operate any motor driven vehicle within the city in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance; provided, however, any such vehicle which is operated upon any public highway, street, or right-of-way shall be excluded from the provisions of this section. In addition, vehicle horns, or other devices primarily intended to create a loud noise for warning purposes, shall not be used when the vehicle is at rest, or when a situation endangering life, health, or property is not imminent, without a valid noise permit.

(Ord. 1012 § 2 (part), 1984: prior code § 5107)

9.32.060 Exception permits.

- A. Applications. The owner or operator of a noise source may file an application for a permit to temporarily exceed the noise limits in this chapter. The application shall set forth: (1) all facts regarding the request, including a detailed description of the noise source and proposed dates and times the noise limits would be exceeded; (2) the reasons why compliance with the noise limits cannot be achieved and the basis for such a determination; (3) all actions the applicant has taken, intends to take, and any proposed methods to minimize noise during the temporary activity; and (4) any such additional information relevant to the request the Director may require.
- B. Permit fee. The application shall be accompanied by a fee in the current amount established by resolution of the City Council. A separate application shall be filed for each noise source; provided, however, that several mobile noise sources under common ownership or several fixed sources on a single property may be combined into one application.
- C. Permit processing. Within five days of receipt of a complete application, the Planning Department shall forward the application to the city manager for a determination. An applicant shall remain subject to the terms of this chapter unless and until a permit to temporarily exceed noise limits is granted.
- D. City manager review, authority, and decision. The city manager shall consider the factors listed in Section 9.32.070.

The city manager is authorized to grant a permit to temporarily exceed the noise limits of this chapter for a as short duration as possible up to three months, but renewable upon showing a good cause, if the city manager finds such temporary waiver:

1. Would be in the public interest and there is no feasible and prudent alternative to the activity, or the method of conducting the activity, for which the temporary waiver is sought; and

-
2. That strict compliance with the requirements of this chapter will cause practical difficulties, unnecessary hardship, or unreasonable expense.

After reviewing the application and all relevant facts and information, the city manager shall render a decision on the application. Such decision shall be transmitted to the applicant in written form within ten days of the application submittal. Any person aggrieved with the decision of the city manager or his designee may appeal to the City Council for final determination.

Permit Requirements. A permit shall be for a limited period and may be subject to any terms, conditions, and requirements as the city manager deems reasonable to achieve maximum compliance with the provisions of this chapter. Such terms, conditions and requirements may include, but shall not be limited to, limitations on Noise Levels and operating hours, and a requirement to implement noise attenuation measures.

(Ord. 1185 § 2 (part), 2000: Ord. 1012 § 2 (part), 1984: prior code § 5108)

9.32.070 Prohibited noises.

Notwithstanding any other provision of this chapter, and in addition thereto, it shall be unlawful for any person to willfully make or continue, to cause to be made or continued, any loud, unnecessary, or unusual noise which unreasonably disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area. The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include the following:

- A. The volume, pitch and intensity of the noise;
- B. The duration and frequency of occurrence of the noise;
- C. Whether the nature of the noise is typical or atypical of the area;
- D. Whether the origin of the noise is natural or unnatural, controllable or uncontrollable;
- E. The volume and intensity of the background noise;
- F. The proximity of the noise to residential sleeping facilities;
- G. The nature and zoning of the area within which the noise emanates;
- H. The time of the day or night the noise occurs;
- I. Whether the noise is recurrent, intermittent, or constant;
- J. Whether the noise is produced by a commercial or noncommercial activity;
- K. Whether the amplified sound is loud enough to be decipherable outside the property plane.

(Ord. 1012 § 2 (part), 1984: prior code § 5109)

9.32.080 Noise level measurement criteria.

Any noise level measurements made pursuant to the provisions of this chapter shall be performed using a sound level meter which meets at least American National Standards Institute (ANSI) Type 2 standards. While the exterior noise standards in Section 9.32.030 are applied to the property line of the receiving use, the location for measuring noise levels may be at any legally accessible vantage point where a reasonable person would conclude the noise may exceed this chapter's noise standards. All noise level measurements shall be performed in accordance with the procedures established by the City and shall be at a height of at least four feet, at least four feet away from reflective surfaces, and for a duration of at least 10 minutes, where feasible. The measurement shall be made using the A-weighting network (dBA) with "slow" meter response. Impulsive noises shall be measured using "fast" meter response. The purpose of the measurement is to determine if the alleged noise

violation exceeds the standards established in Section 9.32.030. If for any reason the alleged offending noise cannot be turned off, shut down or temporarily removed from the area, then the ambient noise shall be estimated by performing a representative measurement in the same general area of the source but at a sufficient distance such that the noise source is inaudible. When documenting the low frequency ambient per Section 9.32.040.E, C-weighting (dBC) shall be used.

9.32.90 Violation—Penalty.

Any persons violating without satisfactory cause any provisions of this chapter will be deemed guilty of a misdemeanor and, upon conviction, shall be fined an amount not exceeding one thousand dollars or be imprisoned in the city or county jail up to, but not exceeding six months or by both such fine and imprisonment. Each day such violation is committed or permitted is to constitute a separate offense and shall be punishable as such.

(Ord. 1012 § 2 (part), 1984: prior code § 5110)

9.32.100 Violations—Additional remedies—Injunctions.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle, or machinery in violation of any provision of this chapter, which operation or maintenance causes discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health, or peace of residents in the area, shall be deemed, and is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

(Ord. 1012 § 2 (part), 1984: prior code § 5111)

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January 24, 2025
Project No. 24-16916

Joshua Wolf, Senior Planner
City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, California 91024

Subject: Noise Level Guidelines Memorandum

Dear Mr. Wolf:

This memorandum is provided by Rincon Consultants, Inc. (Rincon) to the City of Sierra Madre (City) to provide an assessment of the City's current Noise Ordinance noise policies and regulations, and develop recommended options for updating the policies, including examples from nearby jurisdictions that would achieve the intended goals of the Noise Ordinance update. Noise ordinance examples in this memorandum include the cities of Huntington Beach, Los Angeles, Lake Forest, and San Francisco.

Summary of City of Sierra Madre Noise Ordinance

The City's Noise Ordinance is contained under *Chapter 9.32 – Noise of Title 9 – Public Peace, Morals and Welfare* of the Municipal Code. Noise limits are split into sections for different types of land uses as follows:

- 9.32.030: Residential property noise limits.
- 9.32.040: Commercial and industrial property noise.
- 9.32.050: Public property noise limits.

The noise limits are expressed as an increase of A-weighted decibels (dBA) over ambient noise levels, with a 6 dBA increase allowed for residential property, a 12 dBA increase allowed for commercial and industrial properties, and a 15 dBA increase allowed for public property. The Noise Ordinance defines the local ambient noise level as that which is measured during a two-minute; however, it does not provide a presumed ambient noise level per land use type. In the definition, it does not state that in "*no case shall the local ambient be considered or determined to be less than... 40 dBA.*"

Section 9.23.060 provides special exceptions to the Noise Ordinance, including stating that any noise source that does not exceed 80 dBA at a distance of 25 feet is exempt from the ambient noise provisions if the noise occurs during the daytime hours. Construction noise is exempt during the daytime hours if the noise does not exceed 85 dBA outside of the property plane. In addition, leaf blowers are not allowed to operate outside of the daytime hours.

As stated in Section 9.32.090, exception permits may be obtained if compliance with Noise Ordinance provisions is impractical or unreasonable. Sections 9.32.110 and 9.32.120 contain penalties and injunctions related to violations of the provisions of the Noise Ordinance. This includes misdemeanors



and fines, or the operation or maintenance of a noise producing device may be subject to abatement or injunction issued by a court.

Improvement Opportunities

Per previous meetings between Rincon and the City, and the City’s Request for Proposal for their Noise Ordinance update, and Rincon’s analysis of the Noise Ordinance, the following concepts have been identified to be updated, improved, or added to the Noise Ordinance:

- Revise noise limits to include an exterior noise limit table, with a provision that if measured ambient noise levels exceeds the standard, the measured ambient noise level would become the limit. In addition, these noise limits would be tailored to individual land uses (e.g., noise to residential uses would have a stricter limit).
- Consideration of limits and enforcement mechanisms being added to the Noise Ordinance for noise that occurs during events or film production (e.g., amplified music)
- Expand construction noise limits to pertain to receiving land use type
- Develop noise reduction or minimization techniques that the City can include in enforcement or permit documents
- Include vibration limits
- Consideration of including C-weighted decibels for certain standards
- Include restrictions for mechanical equipment such as tree trimmers

Example Noise Ordinance Regulations

Exterior Noise Standards

A typical approach to noise ordinances throughout the state is to provide exterior noise level standards that defines the applicable noise limits by land use or zoning. These tables are an important addition to a Noise Ordinance so that noise enforcement can occur without taking an existing ambient noise measurement prior to measuring a noise nuisance. Provided below is an example table from the Huntington Beach Noise Ordinance by land use:¹

City of Huntington Beach Exterior Noise Standards			
Land Use	Leq Noise Level	Lmax Noise Level	Time Period
	dBA	dBA	
Low-Density Residential	55	75	7 a.m.–10 p.m.
	50	70	10 p.m.–7 a.m.
Low-Density Residential	55	75	7 a.m.–10 p.m.

¹ <https://ecode360.com/43796779#43796813>



City of Huntington Beach Exterior Noise Standards			
Land Use	Leq Noise Level	Lmax Noise Level	Time Period
	dBa	dBa	
Medium-, High-Density Residential, Hotels, Motels	60	80	7 a.m.–10 p.m.
	50	70	10 p.m.–7 a.m.
Schools	55	75	Hours of Operation
Hospitals, Churches, Cultural, Museum, Library, Public Park, Recreational	60	80	Hours of Operation
Commercial/Office	65	85	Hours of Operation

These tables are typically followed by language that allows for an existing ambient noise level to be measured, in case the ambient noise level is higher than that listed in the table. For example, the Huntington Beach Noise Ordinance includes the following:

In the event the measured ambient noise level exceeds any of the noise limit categories above, the noise limit shall be increased to reflect said ambient noise level.

Some jurisdictions, such as Huntington Beach, also reduce the noise limits by 5 dBA for certain types of noise that are considered more of a nuisance, such as music:

In the event the alleged offensive noise consists entirely of impact or impulsive noise, simple tone noise, speech, music, or any combination thereof, each of the above noise levels shall be reduced by five dBA.

An example of a presumed ambient noise level table that is delineated by zoning rather than land use is provided below, from the City of Los Angeles:

Where the ambient noise level is less than the presumed ambient noise level designated in this section, the presumed ambient noise level in this section shall be deemed to be the minimum ambient noise level for purposes of this chapter.

(In this chart, daytime levels are to be used from 7:00 a.m. to 10:00 p.m. and nighttime levels from 10:00 p.m. to 7:00 a.m.)



ZONE	PRESUMED AMBIENT NOISE LEVEL (dB(A))	
	DAY	NIGHT
A1, A2, RA, RE, RS, RD, RW1, RW2, R1, R2, R3, R4, and R5	50	40
P, PB, CR, C1, C1.5, C2, C4, C5, and CM	60	55
M1, MR1, and MR2	60	55
M2 and M3	65	65

Construction Noise

Rincon recommends an approach that uses the Federal Transit Administration’s (FTA) construction noise standards. The FTA provides criteria for assessing construction noise impacts based on the potential for adverse community reaction in their *Transit and Noise Vibration Impact Assessment Manual*.² This has been implemented in previous ordinances, such as the City of Los Angeles’s recent construction noise guidance updates, and provides reasonable criteria that is not overly burdensome while providing protection against excessive noise. The daytime noise threshold for an 8-hour period for residential receivers is 80 dBA L_{eq} .

Vibration

Vibration approaches can vary widely in noise ordinances, with many ordinances not including vibration at all. A typical approach is to define a vibration impact not with a quantitative threshold, but as something that is “distinctly perceptible”, as can be seen in the City of Lake Forest Noise Ordinance³ below:

Operating or permitting the operation of any device that creates vibration that is distinctly perceptible to any person at a receiving Vibration-Sensitive Land Use is prohibited. For purposes of this section, distinctly perceptible means the minimum ground- or structure-borne vibrational motion necessary to cause a normal person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects.

A vibration impact can also be defined with a quantitative limit in vibration decibels (VdB) or inches per second peak particle velocity (in/sec PPV), as shown below from this City of Huntington Beach example:

Notwithstanding other sections of this chapter, it is unlawful for any person to create, maintain or cause any operational ground vibration on any property which exceeds 72 VdB at nearby vibration-sensitive land uses. The vibration limit at vibration-sensitive uses with high sensitivity such as operations conducting medical research and imaging shall be 65 VdB.

Events/Music/Film

Some jurisdictions, such as Huntington Beach, penalize types of noise that are considered more of a nuisance, such as music, by reducing noise limits by 5 dBA if the noise generated is music:

In the event the alleged offensive noise consists entirely of impact or impulsive noise, simple tone noise, speech, music, or any combination thereof, each of the above noise levels shall be reduced by

² https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf

³ <https://ecode360.com/43980379>

⁴ https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_police/0-0-0-6511



five dBA.

The City of San Francisco’s Noise Ordinance includes language that focuses on live performances.⁴ This includes conducting measurements in C-weighted decibels that are able to capture lower frequency noise from bass:

*(b) **Commercial And Industrial Property Noise Limits.** No person shall produce or allow to be produced by any machine, or device, music or entertainment or any combination of same, on commercial or industrial property over which the person has ownership or control, a noise level more than eight dBA above the local ambient at any point outside of the property plane. With respect to noise generated from a licensed Place of Entertainment, licensed Limited Live Performance Locale, or other location subject to regulation by the Entertainment Commission or its Director, in addition to the above dBA criteria a secondary low frequency dBC criteria shall apply to the definition above. No noise or music associated with a licensed Place of Entertainment, licensed Limited Live Performance Locale, or other location subject to regulation by the Entertainment Commission or its Director, shall exceed the low frequency ambient noise level defined in Section [2901\(f\)](#) by more than 8 dBC.*

The City can also consider codifying some of the noise-related items in the Conditional Use Permit for events at the Villa Del Sol D’Oro, shown below:

3.0 Noise

- 3.1 No live bands shall be allowed.
- 3.2 Instrumentalists playing stringed instruments may be amplified in compliance with the Sierra Madre Noise ordinance.
- 3.3 No use of microphones outside, except that microphones may be used for the presentation of wedding vows, toasts, processional music and recessional music only. Should Chapter 9.32 of the Sierra Madre Municipal Code be amended in such a way as to create noise standards for schools or institutional uses, that Chapter shall apply here instead.
- 3.4 Dancing is permitted inside the Villa and outdoor terrace. All music shall be played indoors within the Villa and all music speakers shall be oriented to project indoors.
- 3.5 Generators to be on Alverno grounds, with a minimum of 150' from the Alverno campus property line.
- 3.6 During an event, windows and doors of the Villa shall remain closed.
- 3.7 All events shall be monitored for noise levels and shall not exceed 70 dBA at any time as measured from the Alverno campus property line. Should Chapter 9.32 of the Sierra Madre Municipal Code be amended in such a way as to create noise standards for schools or institutional uses, that Chapter shall apply here instead.
- 3.8 The Villa is in a residential area and guests should minimize noise and conversations while leaving the premises.

A. Applications. The owner or operator of a noise source may file an application for a permit to temporarily exceed the noise limits in this chapter. The application shall set forth: (1) all facts



Exceptions/Permits

The exception permit language in Section 9.32.090 of the City's Noise Ordinance can be potentially expanded on to require more direct and applicable information from the person applying for the permit, and also to provide clearer guidance for the City staff reviewing the permit. For example, the City of Lake Forest has proposed the following for their noise ordinance:

Permit To Temporarily Exceed Noise Limits

cannot be achieved and the basis for such a determination; (3) all actions the applicant has taken, intends to take, and any proposed methods to minimize noise during the temporary activity; and (4) any such additional information relevant to the request the Director may require.

B. Permit Fee. The application shall be accompanied by a fee in the current amount established by resolution of the City Council. A separate application shall be filed for each noise source; provided, however, that several Mobile Noise Sources under common ownership or several fixed sources on a single property may be combined into one application.

C. Permit Processing. Within five days of receipt of a complete application, the Director shall forward the application to the City Manager for a determination. An applicant shall remain subject to the terms of this chapter unless and until a permit to temporarily exceed noise limits is granted.

D. City Manager Review, Authority, and Decision. The City Manager shall consider the likely magnitude of nuisance caused by the proposed noise, the uses of property within the area of impingement by the noise, time of day factors related to potential impacts to surrounding property occupants, and any other relevant considerations including, but not limited to, the fact that a noise generator in question commenced operations prior to the existence of a noise-sensitive use affected by noise from such facility, and the general public interest and welfare.

The City Manager is authorized to grant a permit to temporarily exceed the noise limits of this chapter for a period not to exceed 30 days if the City Manager finds such temporary waiver:

- 1. would be in the public interest and there is no feasible and prudent alternative to the activity, or the method of conducting the activity, for which the temporary waiver is sought; and*
- 2. that strict compliance with the requirements of this chapter will cause practical difficulties, unnecessary hardship, or unreasonable expense.*

After reviewing the application and all relevant facts and information, the City Manager shall render a decision on the application. Such decision shall be transmitted to the applicant in written form within ten days of the application submittal. The City Manager's decision shall be final.

Permit Requirements. A permit shall be for a limited period and may be subject to any terms, conditions, and requirements as the City Manager deems reasonable to achieve maximum compliance with the provisions of this chapter. Such terms, conditions and requirements may include, but shall not be limited to, limitations on Noise Levels and operating hours, and a requirement to implement noise attenuation measures.



Mechanical Equipment

The City's Noise Ordinance currently addresses unique types of mechanical equipment with a small exception for leaf blowers by not allowing them to operate outside of the daytime hours. This can be expanded upon to better cover other types of equipment that may be considered a nuisance (e.g., tree trimming equipment). An example of a more comprehensive ordinance for these loud tools is shown below from the City of Los Angeles Noise Ordinance:

SEC. 112.04. POWERED EQUIPMENT INTENDED FOR REPETITIVE USE IN RESIDENTIAL AREAS AND OTHER MACHINERY, EQUIPMENT, AND DEVICES.

(a) Between the hours of 10:00 p.m and. 7:00 a.m. of the following day, no person shall operate any lawn mower, backpack blower, lawn edger, riding tractor, or any other machinery, equipment, or other mechanical or electrical device, or any hand tool which creates a loud, raucous or impulsive sound, within any residential zone or within 500 feet of a residence.

(b) Except as to the equipment and operations specifically mentioned and related elsewhere in this Chapter or for emergency work as that term is defined in Section [111.01\(d\)](#), and except as to aircraft, tow tractors, aircraft auxiliary power units, trains and motor vehicles in their respective operations governed by State or federal regulations, no person shall operate or cause to be operated any machinery, equipment, tools, or other mechanical or electrical device, or engage in any other activity in such manner as to create any noise which would cause the noise level on the premises of any other occupied property, or, if a condominium, apartment house, duplex, or attached business, within any adjoining unit, to exceed the ambient noise level by more than five (5) decibels.

(c) Notwithstanding the provisions of Subsection (a) above, no gas powered blower shall be used within 500 feet of a residence at anytime. Both the user of such a blower as well as the individual who contracted for the services of the user, if any, shall be subject to the requirements of and penalty provisions for this ordinance. Violation of the provisions of this subsection shall be punishable as an infraction in an amount not to exceed One Hundred Dollars (\$100.00), notwithstanding the graduated fines set forth in L.A.M.C. § [11.00\(m\)](#).

Enforcement

The City's current enforcement code is as follows:

9.32.110 Violation—Penalty.

Any persons violating without satisfactory cause any provisions of this chapter will be deemed guilty of a misdemeanor and, upon conviction, shall be fined an amount not exceeding one thousand dollars or be imprisoned in the city or county jail up to, but not exceeding six months or by both such fine and imprisonment. Each day such violation is committed or permitted is to constitute a separate offense and shall be punishable as such.

(Ord. 1012 § 2 (part), 1984: prior code § 5110)

9.32.120 Violations—Additional remedies—Injunctions.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle, or machinery in violation of any provision of this chapter, which operation or maintenance causes discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the



comfort, repose, health, or peace of residents in the area, shall be deemed, and is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

Examples of other jurisdictions and how they handle enforcement are included below, such as the City of Huntington Beach:

their duly authorized representatives are authorized pursuant to Penal Code Section 836.5 to arrest any person without a warrant when they have reasonable cause to believe that such person has violated a provision of this chapter in their presence.

B. If the Director or Police Chief and their duly authorized representatives conduct noise monitoring tests or other noise measurement readings for purposes of enforcement, and the noise level is found to exceed the noise levels in this chapter, the property owner or the operator of the noise source shall be required to pay the City's cost of the noise monitoring tests or readings.

The City of Lake Forest:

11.16.110 Enforcement.

A. The Director or Chief and their duly authorized representatives shall enforce the provisions of this chapter. The Chief and their duly authorized representatives are authorized pursuant to Penal Code Section 836.5 to arrest any person without a warrant when they have reasonable cause to believe that such person has violated a provision of this chapter in their presence. No person shall interfere with, oppose, or resist any authorized person charged with the enforcement of this chapter while such person is engaged in the performance of his duty.

B. If the Director or Chief and their duly authorized representatives conduct noise monitoring tests or other noise measurement readings for purposes of enforcement, and the Noise Level is found to exceed the limits specified in this chapter, the property owner or responsible party shall be required to pay the City's cost of the noise monitoring tests or readings.

Recommendations and Conclusion

Rincon's assessment of the City's Noise Ordinance and discussions with the City identified potential areas of improvement to provide clarity and ease of use for City staff conducting enforcement of the ordinance. The examples and recommendations in this report would create a more consistent and clearer regulatory framework. Rincon generally recommends standards similar to the City of Huntington Beach, such as the implementation of their exterior noise limit table, with a provision for using the ambient noise level if a measurement shows the ambient is higher. The City can further strengthen their Noise Ordinance through implementing similar sections from Huntington Beach and the other cities featured in this document, such as adding vibration limits and improving language related to construction noise, enforcement, and events.

We look forward to discussing with the City the potential improvements to be implemented within the revised Noise Ordinance, which will be completed under the next task.

Sincerely,

RINCON CONSULTANTS, INC.



A handwritten signature in black ink that reads "Bill Vosti".

Bill Vosti, MESM
Senior Environmental Planner

A handwritten signature in black ink that reads "Josh Carman".

Josh Carman, INCE
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May 13, 2025
Project No. 24-16916

Joshua Wolf, Senior Planner
City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, California 91024

Subject: Recommended Noise Enforcement Methods and Devices

Dear Mr. Wolf,

This memorandum is provided by Rincon Consultants, Inc. (Rincon) to the City of Sierra Madre (City) to develop clear administrative procedures to enforce noise and vibration guidelines, including procedures for responding to complaints and violations, and recommend devices capable of measuring noise levels for enforcement officers to use when responding to violations.

Summary of Applicable Standards

The following discussion references the updated standards in the revised Noise Ordinance. The noise levels to be enforced in the City are included in the Sierra Madre Exterior Noise Standards table in Section 9.32.030 of the Noise Ordinance. Exemptions are provided in Section 9.32.040 and exception permits are outlined in Section 9.32.060. Prohibited noises are also expanded upon in Section 9.32.070. Procedures for violations of the Noise Ordinance are outlined in Section 9.32.100 and 9.32.110.

Section 9.32.080 specifically discusses noise level measurement criteria. This section is summarized below and is referenced further in this document:

Any noise level measurements made pursuant to the provisions of this chapter shall be performed using a sound level meter which meets at least American National Standards Institute (ANSI) Type 2 standards. While the exterior noise standards in Section 9.32.030 are applied to the property line of the receiving use, the location for measuring noise levels may be at any legally accessible vantage point where a reasonable person would conclude the noise may exceed this chapter's noise standards. All noise level measurements shall be performed in accordance with the procedures established by the City and shall be at a height of at least four feet, at least four feet away from reflective surfaces, and for a duration of at least 10 minutes, where feasible. The measurement shall be made using the A-weighting network (dBA) with "slow" meter response. Impulsive noises shall be measured using "fast" meter response. The purpose of the measurement is to determine if the alleged noise violation exceeds the standards established in Section 9.32.030. If for any reason the alleged offending noise cannot be turned off, shut down or temporarily removed from the area, then the ambient noise shall be estimated by performing a representative measurement in the same general area of the source but at a sufficient distance such that the noise source is inaudible. When documenting the low frequency ambient per Section 9.32.040.E, C-weighting (dBC) shall be used.



Responding to Complaints and Violations

To effectively respond to noise complaints from citizens, the City should implement a structured process that begins with documentation. When a complaint is received, staff should record key details such as the time, location, nature of the noise, and the complainant's contact information. This information should be logged into a centralized tracking system to monitor patterns and ensure follow-up. A standardized intake form (digital and/or paper-based) can help ensure consistency and completeness in data collection. This tracking system will also support transparency and accountability in how complaints are handled.

Once a complaint is logged, an officer should be dispatched to the location to assess the situation. Using a sound level meter (methodology and device recommendations are provided later in this memorandum), the officer can measure the noise levels and compare them against Noise Ordinance standards. If a violation is confirmed, a verbal warning to modify or shut off the noise source is typical, with more serious, consistent violations falling under Sections 9.32.100 and 9.32.110 of the Noise Ordinance. All actions taken should be documented in the tracking system to maintain a clear record of enforcement and outcomes.

Noise Monitoring Methodology

The following accessories are required and/or recommended for each field measurement:

- A calibrator shall be used prior to the first measurement for each field visit (typical calibrators and calibrator maintenance are described further below).
- A windscreen is required to ensure accuracy of the measurements.
- A tripod is recommended for ease of use, as the measurement periods may extend for 10 minutes or more (although the sound level meters can be hand held if desired or if no tripod is available).
- A field sheet to record notes on the observations and measurements (see Attachment A for a sample field sheet).

The sound level meter settings shall reflect the specifications in Section 9.32.080, which include a slow or fast meter response depending on the noise source and the correct weighting that is being measured (dBA or dBC).

As described in Section 9.32.080, the location for measuring noise levels may be at any legally accessible vantage point where a reasonable person would conclude the noise may exceed this section's noise standards. All noise level measurements shall be at a height of at least four feet, at least four feet away from reflective surfaces, and for a duration of at least 10 minutes.

When the offending noise source is amplified sound generated from a live band, DJ, or other amplified music during a special event, dBA and dBC should be measured. This would require at least two sound level meters simultaneously (one meter would be set to dBA and one meter would be set to dBC), as a single meter cannot measure dBA and dBC at the same time. If only one meter is available, consecutive measurements can be made, with one in dBA, and one in dBC.



Recommended Devices

Sound Level Meter Types

Professional sound level meters typically meet either American National Standards Institute (ANSI) Type 1 or Type 2 standards. The main difference between the two types is that Type 1 is more accurate than Type 2 across various frequencies. The accuracy provided with a Type 1 meter is typically only necessary for specific tasks such as laboratory and calibration activities; whereas, a Type 2 meter is considered satisfactory for general purpose noise surveys and environmental noise measurements, such as the type that would occur for code enforcement. Therefore, Section 9.32.080 states that sound level meters used by the City for enforcement of noise limits shall meet at least ANSI Type 2 standards.

Sound Level Meter Brands

Many brands of sound level meters exist. Meters can range in options beyond meeting Type 1 or Type 2, such as octave band capabilities, memory, and battery life. Rincon uses two different types of meters, depending on the task: Larson Davis LxT (Type 1 meter) for scenarios where octave band data is needed, and Piccolo II meters (Type 2 meter) for typical measurements used to document ambient noise conditions and measure environmental noise sources. The price range for meters can vary widely, with the more advanced Larson Davis meters priced at approximately \$5,000, while Piccolo IIs have been available for as low as \$625 not including the calibrator.

Sound Level Meter Accessories

As described above, a tripod is a recommended accessory, although not required. However, it is vital for the sound level meters to be equipped with a windscreen, which helps to reduce the effects of wind on the accuracy of outdoor noise measurements. In addition, a calibrator should be used just prior to and after measurement activities; the calibrator should comply with ANSI Standard S1.40-2006. Typical calibrators include the Hangzhou Aihua Instruments' AWA 6022A, which is the calibrator that Rincon uses for its calibration needs.

Sound Level Annual Meter Calibration

Typical best practices also have a sound level meter being sent back to the manufacturer or appropriate noise laboratory to be calibrated every one or two years. It is recommended that the City keep track of each meter's latest calibration, and also manage the schedule of calibration so that one meter can be sent off for calibration while at least one meter is left at the City to be available for enforcement purposes.



Closing

This concludes the Recommended Noise Enforcement Methods and Devices memorandum. We look forward to discussing with the City any questions or comments on this memorandum.

Sincerely,

RINCON CONSULTANTS, INC.

A handwritten signature in black ink that reads "Bill Vosti". The signature is written in a cursive, slightly slanted style.

Bill Vosti, MESM
Senior Environmental Planner

A handwritten signature in black ink that reads "Josh Carman". The signature is written in a cursive, slightly slanted style.

Josh Carman, INCE
Director

Attachments

Attachment A – Sample Field Sheet

Attachment A

Sample Field Sheet

Ambient Noise Survey Data Sheet

Instructions: Document noise measurement locations with a photo of the site, including the noise meter. Take notes on general and secondary noise sources, including the instantaneous noise level if possible.

Project Name: _____ **Job Number:** _____
Date: _____ **Operator Name:** _____

Measurement #1

Location: _____ **Begin time:** _____ **Finish time:** _____

Measurement No.: _____ **Wind (mph):** _____ **Direction:** _____

Cloud Cover Class: Overcast (>80%) Light (20-80%) Sunny (<20%)

Calibration (dB): Start: _____ End: _____

Primary Noise Sources: _____ **Distance:** _____

Secondary Noise Sources: _____

Notes: _____

Traffic Count: Passenger Cars: _____

Medium Trucks (2 axles, 6 tires): _____ Heavy Duty Trucks (3+ axles): _____

Instantaneous Noise Sources/Levels (e.g., airplane, bus airbrake, etc.): _____

Leq: _____ **SEL:** _____ **Lmax:** _____ **Lmin:** _____ **PK:** _____

L(05): _____ **L(10):** _____ **L(50):** _____ **L(90):** _____ **L(95):** _____

Response: Slow Fast Peak Impulse

Measurement #2

Location: _____ **Begin time:** _____ **Finish time:** _____

Measurement No.: _____ **Wind (mph):** _____ **Direction:** _____

Cloud Cover Class: Overcast (>80%) Light (20-80%) Sunny (<20%)

Calibration (dB): Start: _____ End: _____

Primary Noise Sources: _____ **Distance:** _____

Secondary Noise Sources: _____

Notes: _____

Traffic Count: Passenger Cars: _____

Medium Trucks (2 axles, 6 tires): _____ Heavy Duty Trucks (3+ axles): _____

Instantaneous Noise Sources/Levels (e.g., airplane, bus airbrake, etc.): _____

Leq: _____ **SEL:** _____ **Lmax:** _____ **Lmin:** _____ **PK:** _____

L(05): _____ **L(10):** _____ **L(50):** _____ **L(90):** _____ **L(95):** _____

Response: Slow Fast Peak Impulse



Rincon Consultants, Inc.
Environmental Scientists Planners Engineers
www.rinconconsultants.com

Notes:

A large, empty rectangular box with a black border, intended for handwritten notes.

Section Four:

Noise

OVERVIEW OF EXISTING CONDITIONS

Sound is a disturbance in air pressure. It may be interpreted in different ways depending on one's perception and may be described in qualitative or quantitative terms. Qualitative terms describe the noise in terms such as loud, soft, noisy, quiet, annoying or pleasant.

Quantitative descriptions of sound permit the application of noise standards and criteria as well as measures to mitigate noise impacts. Quantified measurements of sound involve three primary characteristics: Amplitude, frequency, and temporal pattern or duration. Amplitude is the sound pressure measured in Decibels (dB). Decibels are based on a logarithmic scale in order to compress the wide range of sound intensities. Frequency is the rate at which the sound source vibrates or causes the air to vibrate. The frequency in sound measured in Hertz (Hz) which is the number of cycles per second. Temporal pattern or duration is the length of time associated with a sound (e.g. continuous, intermittent, fluctuating, etc.)

Human perception of sound also depends on the time of day when the sound occurs. Sound levels that normally occur during daylight hours and that are not considered objectionable may be excessive when they occur at night. The use of frequency-weighted sound measurement estimates the human perception of noise or annoying sounds. Frequency weighting is expressed in terms of A-weighted decibels dB(A). It de-emphasizes the very low and very high frequency ranges of sound and places greater emphasis on frequencies within the sensitivity range of the human ear.

Generally, outdoor noise levels are highly variable. Levels (Ldn) occur as low as 30 to 40 dB(A) in wilderness areas as high as 85-90 dB(A) in urban areas. A normal suburban community would have a typical ambient noise level of 50-60 dB(A), a very noisy residential area, up to 70 dB(A).

In residential areas, major contributors to outdoor noise are transportation, industry, construction, gardening equipment, and human and animal sources. Population density is a primary determinant of ambient noise levels. Based on the population characteristics of Sierra Madre, the City would be considered as a normal suburban community with a typical noise level of 55 dB(A) as described above. In addition to the outdoor noise, additional exposure of humans to noise results from sources inside homes (e.g. appliances, radio and television, people and animals) and sources in the workplace, especially from mechanical and electronic equipment.

Sierra Madre has a noise ordinance in effect that seeks to protect the citizens of the City from excessive, unnecessary and unreasonable noises, and contains policies to control the adverse effects of noise. The ordinance determines allowable noise limits in terms of the “Local Ambient” noise level.

Sierra Madre is primarily a residential community with no major highway, freeway or other transportation corridors traversing it. The City contains 30.4 acres of land devoted to commercial uses constituting stationary sources of noise. As such, stationary noise in Sierra Madre is considered minimal and located in the City center, primarily along Sierra Madre Boulevard west of Baldwin Avenue to Lima Street and east of Baldwin Avenue to Mountain Trail Avenue. Along these roadway segments are included typical commercial establishments such as retail stores, restaurants, etc. Some additional commercial uses are found east of Baldwin Avenue on Montecito Avenue, including small warehousing establishments and small machine-shops. The Interstate 210 (I-210) Freeway is considered a significant source of noise for the City given its proximity (about 1.25 miles south). Although some studies claim noise from the I- 210 Freeway is not significant, residents of the City consider it to be a significant source of noise because freeway noise is amplified by the topography of the area.

As mandated by the State, noise sensitive receptors must be identified for a particular jurisdiction. A sensitive receptor is any area containing schools, hospitals, rest homes, long- term medical or mental care facilities, or any other land use deemed noise sensitive by the local jurisdiction. In Sierra Madre, the existing schools are considered sensitive land uses. There are no hospitals

or mental care facilities located in Sierra Madre; however, there are board and care facilities that are considered a sensitive land use.

NOISE GOAL

A City where the adverse effects of noise on residents are prevented and/or minimized.

Objective Hz14: Maintaining the quiet residential character of the City, free from excessive noise from transportation or fixed source generators.

Policies:

- Hz14.1 Formulate measures to mitigate noise impacts from mobile and stationary noise sources through compatible land use planning and the discretionary review of development projects.
- Hz14.2 Identify and control the noise levels associated with transportation and general circulation patterns in the City to ensure the residential quality of the community.
- Hz14.3 Enact noise regulations to prohibit unnecessary excessive and annoying noise sources. These controls currently relate to the general category of disturbing- the-peace nuisances.
- Hz14.4 Ensure that the noise level of the commercial districts does not interfere with the normal business, commercial or residential activities.
- Hz14.5 To the extent possible, protect schools, hospitals, libraries, churches, parks and recreational areas from excessive sound levels so as not to adversely affect their normal activities.
- Hz14.6 Review current guidelines regarding the use of gas powered lawn equipment and consider restricting

the type of equipment, hours and duration of operation.

Objective Hz15: Minimizing the noise impacts associated with the development of residential units above ground floor commercial uses.

Policies:

- Hz15.1 Require that commercial uses developed as part of a residential mixed-use project are not noise intensive.
- Hz15.2 Design mixed-use structures to prevent the transfer of noise from the commercial use to the residential use.
- Hz15.3 Require that common walls and floors between commercial and residential uses be constructed to minimize the transmission of noise and vibration.

Objective Hz16: Minimizing the impacts of construction noise on adjacent uses.

Policies:

- Hz16.1 Limit construction activities to reasonable weekday and weekend/holiday hours in order to reduce noise impacts on adjacent residences.
- Hz16.2 Require that construction activities incorporate feasible and practical techniques to minimize the noise impacts on adjacent uses.



City of Sierra Madre **AGENDA REPORT**

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

Susan Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Julia Homaechearria, Deputy City Attorney
Aleks Giragosian, City Attorney

REVIEWED BY: Manuel Hernandez, Acting City Manager

DATE: July 8, 2025

SUBJECT: Permitting for First Amendment Protected Assemblies

STAFF RECOMMENDATION

It is recommended that the City Council discuss permitting of First Amendment protected assemblies under Sierra Madre Municipal Code (SMMC) Chapter 12.34 and possible amendments.

EXECUTIVE SUMMARY

This report evaluates the City's current permitting framework under Chapter 12.34 of the Municipal Code as it applies to First Amendment protected activities, such as protests and rallies, in light of concerns and recent events involving the "No Kings" protest. Chapter 12.34 currently imposes several requirements that pose challenges when applied to First Amendment events—including mandatory insurance, indemnification, findings, and discretion in waiving the time requirements of applications.

If Council desires to make changes to permitting of First Amendment protected assemblies under Sierra Madre Municipal Code Chapter 12.34, staff recommends options 2 and 3 below.

1) No change to Chapter 12.34 ("Special Events Permits") of Title 12 ("Streets, Sidewalks, and Public Places") of the Sierra Madre Municipal Code.

- 2) Amend Chapter 12.34 (“Special Events Permits”) to provide waivers and exceptions for First Amendment protected activities.
- 3) Exclude First Amendment protected activities from all of Chapter 12.34 (“Special Events Permits”) permitting requirements.

ANALYSIS

1. Recent Events: City staff learned of a planned June 14th “No Kings” protest through social media, approximately one week prior. When staff contacted the organizer to gather information, the organizer confirmed the planned event and requested to rent Kersting Court (a park) for that purpose. Police Chief Barrientos also contacted the organizer to obtain an estimate of attendance to ensure appropriate staffing and safety measures.

Based on the organizer’s request to rent the park, staff initiated the standard park rental and Special Event Permit (SEP) process, which required an application, liability insurance, indemnification and fees including police overtime costs. The organizer expressed concerns regarding the insurance and indemnification requirements, permit fee, and rental costs, and requested an in-person meeting. During that meeting, staff explained the requirements for the park rental and the Special Event Permit and that without paying the fees, the rally could proceed, but would not be officially permitted. The organizer left with a blank SEP application and indicated that she would attempt to obtain insurance.

Later, the organizer emailed staff asking whether she could purchase insurance without indemnifying the City. Before staff had an opportunity to respond, the organizer sent a message to event registrants stating that the event was canceled due to the City’s “refusal to issue a permit”. On June 11th, the City Manager offered to waive all fees and insurance requirements, but no application was ultimately submitted.

In anticipation of the event, Public Works crews removed all the patio furniture from Kersting Court, staff contacted Metro (MTA) to re-route their bus service, and the Police Chief scheduled additional police officers to manage crowds downtown. The demonstration proceeded on June 14th with an estimated 750-1000 participants. No injuries, damage, or vandalism occurred.

2. Chapter 12.34 Special Events Permits: Chapter 12.34 was added to Sierra SMMC in 2012 through City Council’s adoption of Ordinance No. 1332, as amended.

Section 12.34.010 (Purpose) makes clear that the chapter applies to “festivals, races, fairs, farmers markets, flea markets, festivals, weddings, parades, rallies”; protests are an extension of rallies.

Section 12.34.020 (When special events permit required) requires that a special event permit (SEP) be obtained for events with over 200 attendees where sidewalks are only incidentally affected, or events with over 25 attendees where sidewalks are more than incidentally affected.

Section 12.34.030 (How to obtain special events permit) requires the applicant:

- indemnify the city under subsection (A)(1)(a);
- pay costs the city incurs, including personnel and additional police, except those deemed reasonably necessary due to the anticipated controversy of the message under subsection (A)(1)(b); and
- maintain liability insurance for events with over 200 expected attendees under subsection (A)(1)(c).

Section 12.34.040 (First Amendment processing) requires that applications for First Amendment activities be filed at least ten days before the proposed event. An application filed less than ten days before the event can still be considered if the City Manager or designee decides good cause has been shown within two days of the application. Section 12.23.040 also requires that organizers of events for First Amendment activity still comply with all SEP requirements in Section 12.34.030.

Staff is therefore limited to the boundaries of Section 12.34.030 and was following the understood current requirements for a SEP in responding to the June 14th protest. Of Section 12.34.030(A)(1) SEP requirements for First Amendment Activity, only personnel costs can be waived under Section 12.34.030(A)(1)(b), and filing fees under subsection (A)(3)(a).

3. First Amendment Law for public forums: The First Amendment of the United States Constitution states: “Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the government for a redress of grievances.” Under the Supreme Court’s forum-based approach to free speech rights, public property is classified into three distinct categories: the traditional public forum, the designated public forum, and the non-public forum.¹ The traditional public forum includes places such as streets and parks which “have immemorially been held in trust for the use of the public, and time out of mind, have been used for purposes of assembly, communicating thoughts between citizens, and discussing public questions.”²

Although traditional public forums are protected areas for public debate, the government may nevertheless impose a permit scheme or reasonable restrictions on the time, place, and manner of free speech so long as it (1) does not “delegate overly broad licensing discretion to a government official,” (2) is content-neutral, (3) is narrowly tailored to serve a significant governmental interest, and (4) leaves open ample alternatives for communication.³

4. First Amendment activities and the current Code: Staff recommends the City Council consider amending Chapter 12.34’s current requirements to ensure an

¹ *Perry Educ. Ass’n v. Perry Local Educators’ Ass’n* (1983) 460 U.S. 37, 44.

² *Hague v. Committee for Indus. Organization* (1939) 307 U.S. 496, 515.

³ *Thomas v. Chicago Park Dist.* (2002) 534 U.S. 316.

appropriate balance for First Amendment activities, particularly regarding insurance, indemnification, findings, and timing provisions.

Indemnification.

Indemnification provisions must not require a permittee to indemnify for accidents or injuries associated with the speech activity, even if the incidents were not caused by a member of the group, or for actions outside of the speaker's control, or for all consequences of the event, including those caused by the City's own actions.⁴

Section 12.34.030(A)(1)(a) requires a statement "that the applicant will indemnify and hold the city and any successor to the redevelopment agency harmless from any damages resulting from the special event."

This requirement is therefore overbroad because it requires indemnity and imposes liability on a speaker for actions outside of the speaker's control.

Insurance.

A number of courts have determined that private insurers are likely to apply content-, speaker-, and viewpoint-based criteria when determining whether to offer event liability insurance and, if so, how much to charge. Even insurance and indemnification requirements that are facially content-neutral, are susceptible to a legal challenge from a group with a controversial message whose First Amendment activity is totally prohibited because no third-party insurer is willing to provide the group with the required special event insurance coverage.⁵

Insurance requirements have been upheld by the Ninth Circuit where the requirements were not mandatory in the permitting scheme.⁶

Section 12.34.030(A)(1)(c) does not provide any exemption for First Amendment activity, including when an applicant is unable to obtain private insurance coverage for their event. Therefore, the insurance requirement is susceptible for challenges over content-neutrality and does not provide ample alternatives for applicants for First Amendment activity.

Findings.

Section 12.34.030(A)(7) requires that all findings except for (a) be found in order to approve a SEP. However, many of the findings would be difficult to anticipate and make in the circumstances of a First Amendment protected activity. For example, finding (c) requires the "event will have sufficient access to bathroom facilities."

⁴ *Long Beach Area Peace Network v. City of Long Beach* (9th Cir. 2009) 574 F.3d 1011; *Kaahumanu v. Hawaii* (9th Cir. 2012) 682 F.3d 789, 810.

⁵ *iMatter Utah v. Njord* (D.Utah, 2013) 980 F.Supp.2d 1356, 1368-1370.

⁶ *Long Beach Peace Network v. City of Long Beach* (9th Cir. 2009) 574 F.3d 1011, 1030 [to qualify for the insurance exception, an applicant was required to either sign an indemnification agreement or agree to redesign or reschedule the permitted event to respond to specific risks, hazards and dangers.]

Rather than requiring the findings, conditions that are more specific to the event can still be enforced and implemented as needed under Section 12.34.030(B).

Time Limits.

The number of people that warrants advance notice is specific to the size of the public property in question.⁷ City authorities must have an appropriately constrained measure of discretion in permit schemes regulating the time, place, and manner of speech.⁸ To comply with the First Amendment, a permitting ordinance must provide some alternative for spontaneous expression concerning fast-breaking events.⁹

Santa Monica provides a useful model for addressing time-sensitive speech by incorporating three alternatives that courts have upheld: designating public spaces (like City Hall lawn) for unpermitted speech activities, creating exceptions for smaller sidewalk marches (up to 500 people in less-than-fifty, two-abreast formation), and clarifying that unorganized gatherings fall outside permit requirements since the ordinance presumes an event organizer—thereby allowing individuals responding to news events to express views publicly without permits.¹⁰

Section 12.34.040 provides unique requirements for permit applications for First Amendment protected activities with a more lenient timeline for application and further for an exception upon good cause. The discretion afforded to the City Manager to find good cause is too broad and violates the requirement that time, place, and manner restrictions not delegate overly broad licensing discretion to a government official.

5. Options:

Option 1) No change to Chapter 12.34 (“Special Events Permits”). This option leaves open the likelihood that future First Amendment activities will encounter the same issues as that of the June 14th protest.

Option 2) Amend Chapter 12.34 (“Special Events Permits”) by:

- Waiving the indemnity and insurance requirements for First Amendment activities, similar to as personnel costs can be waived.
- Waiving the findings’ requirements of 12.34.030(A)(7), except for the findings regarding police and traffic for safety purposes and instead utilize conditions on the permit under 12.34.030(B) as necessary.
- Waiving the unique timing requirements and discretion in finding good cause imposed by 12.34.040. Instead, City Council may consider applying a scheme similar to that of Santa Monica or an analogous exemption for First Amendment activity that does not rely on a good cause finding by the City Manager. Notice of an event may be requested in order to coordinate response to specific risks, hazards and dangers to public health and safety.

⁷ *Long Beach Area Peace Network v. City of Long Beach*, supra at 1021.

⁸ *Yates v. Norwood* (E.D. Va. 2012) 841 F.Supp.2d 934.

⁹ *Santa Monica Food Not Bombs v. City of Santa Monica* (9th Cir. 2006) 450 F.3d at 1047.

¹⁰ *Santa Monica Food Not Bombs v. City of Santa Monica*, supra at 1047.

Option 3) Exempt all First Amendment activities from Chapter 12.34's SEP requirements. This can be accomplished through two approaches.

The first approach, Option 3(a), entails utilizing Section 12.34.020(d) as written, which provides that a SEP is only required when requiring the permit would *not* violate constitutional provisions such as the freedoms of speech and assembly. Under this option, the City Council would make a finding at the administrative level for staff to enforce during the permitting process. The City Council would find that Section 12.34.020(d) cannot be satisfied for applications for First Amendment protected activities, because the requirements for a SEP, written in 2012, now violate the constitutional protections of the First Amendment. Therefore, First Amendment activities are exempt from SEP application requirements.

The second approach, Option 3(b), entails expressly exempting all First Amendment protected activities by amending code. Staff would return with proposed amendments for consideration under this option. The potential amendments may include changes to Section 12.34.020(d) and deletion of Section 12.34.040 (First Amendment processing).

ENVIRONMENTAL (CEQA)

The consideration of these options is not a "project" under the California Environmental Quality Act because under 14 CCR 15378(b)(5) a "project" does not include "Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

STRATEGIC PLAN CORRELATION

The consideration of these options furthers Strategy PS 3.3 (Effectively Enforce Existing City Codes) of Goal 3 (Manage Outdoor Environment) of "Maintain A Safe, Secure Community" Strategic Objective for Public Safety by determining which code provisions should be enforced within the City's boundaries.

FISCAL IMPACT

N/A

PUBLIC NOTICE

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

ATTACHMENTS:

Attachment A: Chapter 12.34 ("Special Events Permits") of Title 12 ("Streets, Sidewalks, and Public Places") of the Sierra Madre Municipal Code.

Chapter 12.34 SPECIAL EVENTS PERMITS

Sections:

12.34.010 Purpose.

This chapter is intended to further the goals of the general plan by regulating the use of public property for temporary events where a large number of people will congregate, and ensuring that the public property is utilized in an efficient, equitable, secure, and safe manner. This chapter is intended to apply to events where any portion of the event will occur on public property, including, for example, festivals, races, fairs, farmers markets, flea markets, festivals, weddings, parades, rallies. The requirements of this code are intended to be in addition to, and not in lieu of, the requirements of any other provision of this code.

(Ord. No. 1332, § 1, 11-27-12)

12.34.020 When special events permit required.

No person may conduct any activity on property owned or controlled by the city or successor agency without first having obtained a special events permit if all of the following are true:

- A. The activity is a temporary or intermittent activity where either (1) two hundred or more people are expected to attend during the duration of the event and streets and sidewalks will only be incidentally affected; or (2) twenty-five or more people are expected to attend during the duration of the event and streets or sidewalks will be more than incidentally affected. For purposes of determining the number of people expected to attend an event, if an individual returns to an event on subsequent day(s), each new day in which a visit occurred shall constitute an individual person.
- B. The event will use the property owned or controlled by the city or successor agency in a magnitude or manner that is inconsistent with the typical use of the property.
- C. The proposed use has not already been authorized pursuant to a written agreement with the city approved by the city council (e.g. a memorandum of understanding) or authorized consistent with the provisions of this code, and the use is consistent with that authorization. The following are examples of activities where the use would have already been authorized:
 1. The event will occur solely on property for which the applicant obtained a facility use permit pursuant to Chapter 12.24 (Public Parks and Recreation Centers).
 2. The applicant obtained an entitlement to use the property consistent with Title 17 of the Municipal Code (Zoning).
 3. The applicant obtained an encroachment permit authorizing the proposed use, consistent with the provisions of Chapter 12.12 (Obstruction of Streets, Sidewalks and Public Places).
 4. The applicant obtained an excavation permit authorizing the proposed use, consistent with the provisions of Chapter 12.16 (Excavations).
- D. Requiring the person to obtain a special events permit would not violate any constitutional protections such as the freedoms of speech and assembly.

(Ord. No. 1332, § 1, 11-27-12)

12.34.030 How to obtain special events permit.

- A. Generally Applicable Rules. The decision maker shall approve or conditionally approve a proposal if all of following requirements are met:
1. Application. The applicant shall file a complete application form with the city manager or designee. The form shall include all information required by the director, including, among other things:
 - a. A statement that meets the approval of the city attorney that the applicant will indemnify and hold the city and any successor to the redevelopment agency harmless from any damages resulting from the special event.
 - b. A statement that the applicant will be financially responsible for any costs the city incurs as a result of the event. Such costs include, but are not limited to, the costs of any additional police and/or fire personnel presence the chief of police and/or fire chief deems reasonably necessary, and the cost of any other city staff the respective department directors deems reasonably necessary, except that applicants for permits to engage in First Amendment activity shall not be required to provide payment for police, fire, or other city staff deemed reasonably necessary due to the anticipated controversy of the message.
 - c. For events or activities where two hundred or more people are expected to attend during the duration of the event, a statement that the applicant agrees to maintain in full force and effect, at its own expense, a general comprehensive liability insurance policy or policies which shall insure applicant and provide primary coverage for the city, its officers, boards, commissions, agents, volunteers and employees, against liability for loss or liability for personal injury, death, property damage (both automobile and non-automobile cause), and, as deemed necessary by the director based upon the proposed uses, coverage for explosion and collapse hazard, underground hazards or other damages. Each such policy shall contain the standard cross-liability endorsement, shall be issued by a company admitted in California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide, and shall be in a form approved by the city attorney, with minimum combined single limits of liability coverage or the equivalent thereof in the amount of not less than one million dollars, or such higher amount required by the director, which amount shall not exceed five million dollars. The applicant shall provide the director copies of the endorsements within the shorter of forty-five days from the date of approval of the special events permit or five days before the date of the proposed special event. The policy or policies shall name the city, its officers, boards, commissions, agents and employees as additional insured at no cost to the city, and shall contain a provision that a written notice of any cancellation, modification or reduction in coverage of said policy shall be delivered to the director thirty days in advance of the effective date thereof. The applicant shall also provide worker's compensation coverage consistent with California statutory requirements, if applicable.
 - d. A statement that the applicant will not use any copyrighted material unless the applicant is legally authorized to do so.
 2. Timing of Application. Except for applications for an event conducted for the purpose of engaging in constitutionally protected expression pursuant to Section 12.34.040 below, the applicant must submit a complete application at least sixty days prior to the first date of the proposed event. If an application for a permit to conduct an event which is not for the purpose of engaging in constitutionally protected expression is received between twenty and fifty-nine days before the proposed event date, the director may accept it for processing, if, in his/her reasonable discretion the director determines that good cause exists for such late submittal.

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3. Filing Fee. The applicant shall pay to the city an application fee in an amount set by resolution of the city council, except:
 - a. No filing fee shall be required from any of the following:
 - i. any use which is for an event conducted for the sole purpose of engaging in constitutionally protected expression;
 - ii. any event which has its sole purpose the raising of funds for the city or a city department or city service; or
 - iii. any event put on by an organization which has as its sole purpose to benefit a particular city department or service, and the event is in support of the entity organization's goal.
 - b. The decision maker will waive up to half of the cost of the application fee if the decision maker finds all of the following:
 - i. The special event is predominantly sponsored by a "local organization" that is also a "charitable organization," as those terms are defined in Section 12.24.080.
 - ii. The applicant has conducted a similar event within the prior fifteen months and the applicant met all of its financial obligations no later than three months after the conclusion of that prior event.
 - iii. The benefits of providing the partial fee waiver greatly outweigh the costs of the city providing the fee waiver.
 4. Obtained Other Necessary Approvals. The applicant has obtained all permits or approvals that may otherwise be required by law, such as:
 - a. permits issued pursuant to Chapter 5.24 (Bingo Games);
 - b. permits issued pursuant to Chapter 12.12 (Obstructions of Streets, Sidewalks and Public Places);
 - c. permits issued pursuant to Chapter 12.16 (Excavations);
 - d. permits issued pursuant to Chapter 12.24 (Public Parks and Recreation Centers);
 - e. permits issued pursuant to Chapter 17.72 (Signs);
 - f. permits issued pursuant to Chapter 17.88 (Temporary Use Permit);
 - g. permits to serve food issued by Los Angeles County Department of Health Services;
 - h. a license to serve alcohol issued by the department of alcoholic beverage control, and approved by the city chief of police.
 5. Duration. Special event permits shall specify the specific dates on which the special event may occur. Unless expressly authorized by the city council, no special event permit may be issued more than ten months in advance of the first date of the activity, nor less than sixty days in advance of the first date of the activity, except as authorized by Section 12.34.030.A.2, above.
 6. Expiration. In no event shall a special event permit authorize any activity that occurs more than one year and two months from the first date of the activity.
 7. Findings. Except for activities that are protected by the First Amendment (for which the decision maker need not make finding "a") the decision maker must make all of the following findings to approve the special event permit:
 - a. The proposed special event will further the goals of the general plan.
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- b. The members of the public attending the event will have sufficient access to police and fire services, as will the members of the public not attending the event.
 - c. The event will have sufficient access to bathroom facilities.
 - d. The decision maker has considered the opinions of the public works director regarding the sufficiency of the proposed plans to mitigate parking impacts and traffic impacts.
 - e. The proposed plan to mitigate parking impacts is sufficient, and will be properly implemented.
 - f. The proposed plan to mitigate traffic impacts is sufficient and will be properly implemented.
 - g. The event will have sufficient access to trash and recycling receptacles and the applicant will ensure that any trash or recyclable materials will be properly disposed of after the event and will not end up in roadway gutters and/or storm drains.
 - h. The applicant has reimbursed the city for any unreimbursed expenses that the city incurred as a result of any special event activity that was or would have been subject to the requirements of this chapter in the ten years preceding the date of the application.
 - i. The proposed special event will not negatively affect in a significant manner another approved, or scheduled special event for one, some, or all of the same dates (e.g. "first come first served").
 - j. If the event is a parade, the parade will move from its point of origin to its point of termination in three hours or less.
 - k. The event will not substantially interfere with any construction or maintenance work scheduled to take place upon or along the city streets, or a previously granted encroachment or excavation permit.
 - l. The event will occur at a time and place where the noise created by the activities of the event will not substantially disturb or disrupt the activities of schools.
- B. Conditions. The decision maker may condition the issuance of a special events permit by imposing reasonable requirements concerning the time, place, and manner of the event, as necessary to make the findings provided in subsection A.7, above, provided that such conditions shall not unreasonably restrict the right of free speech. Such conditions include, but are not limited to:
- 1. Alteration of the date, time, or location or route proposed on the permit application.
 - 2. Alteration of the location of the assembly and disbanding areas of a parade.
 - 3. Accommodation of pedestrian or vehicular traffic, including restricting the event to only a portion of a street.
 - 4. Requirements for the training and use of monitors;
 - 5. Restrictions on the number and type of vehicles, animals, or structures at the event;
 - 6. Compliance with all applicable laws, including Chapter 6.04 ("Animal Control");
 - 7. Requirements for the use of garbage containers, cleanup and restoration of city property;
 - 8. Restrictions on the use of amplified sound;
 - 9. Requirements for providing first aid or sanitary facilities;
 - 10. Requirements for notice of permit conditions to event participants.
- C. Determining the Decision Maker. The decision maker will be either the city manager or designee or the community services commission.
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1. The city manager or designee will be decision maker if the event is for the purpose of engaging in constitutionally protected speech; or all of the following are true:
 - a. Less than four hundred people are expected to attend during the entire duration of the event(s). For these purposes, individuals returning on different days are counted as different people.
 - b. If the applicant will obtain a permit to block city streets pursuant to Chapter 12.12, all of the following must apply:
 - i. Less than two city blocks of street will be blocked off;
 - ii. Blocked streets are neither arterial nor collector streets; and
 - iii. Blocked streets are located entirely within any combination of the following zones: R-1, R-1-9, R-1-11, R-1-15, or R-C.
 2. Even if subsection C.1., above, applies, the city manager or designee may opt to not be the decision maker on any particular permit request, unless the event is for the purpose of engaging in constitutionally protected speech.
 3. The community services commission will be the decision maker if the city manager or designee is not the decision maker.
- D. Appeals of Decision Maker Decisions to City Council. Any decision of the decision maker to approve, conditionally approve, or deny an application may be appealed directly to the city council. The following rules apply to such appeals:
1. Ten days. An appeal must be filed with the city manager or designee within ten consecutive calendar days after the written notice of decision is deposited, postage prepaid, with the United States Postal Service.
 2. In Writing. An appeal shall be in writing, and shall state therein the basis for such appeal.
 3. Filing Fee. A filing and processing fee in an amount as set by resolution of the city council shall be paid to the director concurrently with the filing of an appeal.
 4. Setting Hearing. Upon receipt of a written appeal and proof of payment of the required fee, the city manager or designee shall set the matter on the city council agenda for consideration by the city council at its next available regularly scheduled meeting, and give the appealing party and any other person requesting the same, at least five consecutive calendar days' written notice of the time and place of such hearing.
 5. Council Hearing. At the time and place for the de novo hearing upon said appeal, the city council shall give any person interested in such matter a reasonable opportunity to be heard. The burden of proof in the appeal shall be on the appealing party to show that the appealed decision was in error. The decision of the city council shall be final.
 6. Notice of Council Decision. The city manager or designee shall give written notice of the city council's action, within five days, to the appealing party, and any other person requesting the same.
- E. Lack of Notice. Failure to receive actual notice shall not prevent compliance with the requirements of this section.

(Ord. No. 1332, § 1, 11-27-12)

12.34.040 First Amendment processing.

This section applies only to applications for events that are for the purpose of engaging in constitutionally protected expression.

- A. Ten or More Days Required. The city manager or designee shall accept and process all such applications that are received at least ten days before the proposed event date. Upon a showing of good cause, the director shall consider an application which is filed after the final filing deadline, provided that there is sufficient time to process and investigate the application and obtain police services for the event. Good cause can be demonstrated by the applicant showing that the circumstance which gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and that the event is for the purpose of exercising the right of free speech. The city manager or designee shall decide whether an application meets such test for late submittal, within two business days after receipt of the complete application.
- B. Compliance Still Required. The fact that an activity is protected by the First Amendment does not absolve the organizers of that activity from complying with all other requirements of this code that are not inconsistent with this section, including the requirements set forth in Section 12.34.030.
- C. Appeals.
 - 1. The applicant shall have the right to appeal one or more permit conditions or the denial of a permit. The applicant shall also have the right to appeal the amount of fees.
 - 2. A notice of appeal stating the grounds for the appeal shall be filed with the city clerk within five days after mailing or personal delivery of a notice of denial or notice of permit condition(s).
 - 3. If an applicant files an appeal, the applicant has the choice of whether to appeal to the city manager (or his or her designee), or to the city council directly.
 - a. If the city manager or his or her designee is to hear the appeal, the city manager or his or her designee shall hold a hearing no later than two business days after the filing of the appeal, and will render a decision no later than one business day after hearing the appeal.
 - b. If the applicant opted to appeal directly to the city council, or the applicant appeals the city manager's decision issued pursuant to subsection an immediately above, the appeal procedures in subsection D of Section 17.34.30 shall apply.

(Ord. No. 1332, § 1, 11-27-12)



City of Sierra Madre **AGENDA REPORT**

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

Sue Spears, City Treasurer

TO: Mayor Parkhurst and Members of the City Council

FROM: Laura Aguilar

REVIEWED BY: Miguel Hernandez, Acting City Manager

DATE: July 8, 2025

SUBJECT: CONSIDERATION OF A STUDENT COMMISSIONER PROGRAM

STAFF RECOMMENDATION

It is recommended that the City Council provide staff with direction.

EXECUTIVE SUMMARY

At the Council's December 10, 2024 meeting, staff was directed to return to a future meeting with an overview of the City's policy for appointing youth commissioners. Staff returned on April 28, 2024 with a historical overview for youth commissioners, prior to 2020; and was directed to return to a future meeting with recommendations for establishing a student commissioner program. Council directed staff to consider programs currently in place in the City of Glendale and other neighboring cities.

BACKGROUND

In June 2020, the City Council expressed concerns with prolonged vacancies on commissions, as well as the difficulty in soliciting the required number of applications to fill those vacancies. At a subsequent meeting, staff introduced Ordinance 1429 to re-organize all the commissions and boards to better serve the needs of the community. Ordinance 1429 amended Title 2 of the Sierra Madre Municipal Code regarding the number of commission members, their term lengths, and limits. It also removed references to inactive commissions, and enacted consistent member requirements. The Ordinance sought to bring uniformity to the commissions, modeling the City Council's four-year term and five-seat structure. Any commissions that had more than five commissioners remained as such until the seats were vacated through attrition. At the time, the Community Services Commission was the only commission with a youth seat.

The Community Services Commission, prior to 2020, was a seven-member commission with one seat identified for a youth commissioner. Youth commissioner requirements were:

- Minor Resident
- Age 13-17
- Full-voting member
- Term ending June 30 following the date of appointment. (one year)

Council's adoption of Ordinance 1429 eliminated the sixth and seventh (youth) respective seats once their term expired on June 30, 2020.

ANALYSIS

Staff reached out to various local agencies to inquire about any Student Commissioners or Youth Commissioners.

Arcadia: Eliminated their Youth Commissioner program but may consider a modified program at a future date.

Monrovia: Non-voting Youth Commissioners serve the community through volunteerism and by advising the Community Services Commission on youth programming. Must be a resident or attend school in the Monrovia Unified School District. Grades 6 – 12; and must attend Youth Commission meetings and activities, contributing a minimum of five (5) hours per month. Over the course of the school year, Youth Commissioners must volunteer a minimum of 40 hours at Monrovia events, including eight mandatory events.

Glendale: Youth Ex Officio Student Commissioners are active, non-voting members. It is an opportunity for students to share their experience and expertise. Two Student Commissioners may serve on 10 of Glendale's 18 commissions for a one-year term. Student Commissioners are qualified up to the age of 24.

South Pasadena: A Youth Services Member is appointed by the School District. In addition, the mayor may appoint one non-voting youth member to any board or commission of the city, at his or her discretion. To be eligible for appointment to any board or commission as a nonvoting youth member, a citizen must be and must maintain his or her status as a resident of the city and be between the ages of 14 and 18 years old. No youth member shall serve on more than one board or commission at the same time. The term of office for a non-voting youth member of any board or commission shall be for one school year, commencing on September 2nd and ending on June 30th. Notwithstanding, an appointment of a youth member to a board or commission may be for a partial term. Youth nonvoting members are limited to two one-year terms in any one board or commission. A board member or commissioner's seat will be deemed vacant whenever such board member or commissioner, without excuse, misses three consecutive meetings or misses one-third or more of all regular meetings within any six-month period. To obtain an excused absence, commissioners must notify commission staff, who will then inform the city clerk's office. Attendance of less than fifty percent of any meeting will be counted as an absence.

YMCA: Youth & Government (Y&G) Program provides experiential learning opportunities for high school students. By modeling California's legislature and courts, participants can build skills such as critical thinking, persuasive speech and writing, project management, and

collaboration. This program runs each year from August to March.

The Sierra Madre/Pasadena YMCA has expressed an interest in partnering with the City on a limited basis through their Youth & Government Program, but will only commit to the period when their program is running (August – March).

If the Council would like to move forward with a program designed to integrate youth students with the existing commission/board platform, staff recommends a program that would provide students with an opportunity to observe and provide comment to commissions; as well as volunteer their service to the community of Sierra Madre. Student Commissioners would serve one-year terms, without term limits, and must reside in Sierra Madre or attend school in Sierra Madre. Student Commissioners would be unpaid, non-voting members, and appointed by the commission/board in which they would like to serve. It is recommended that no more than two Student Commissioners be appointed to serve on any one commission/board, at a given time. The Council would determine which ages would make a student eligible. However, staff recommends Council consider opening up the opportunity to students between the ages of 13 and 21. Additionally, staff recommends that the City Council consider attendance records, as this has been a concern in the past. Most commissions (Planning Commission excepted) only meet monthly, and may cancel 1-2 meetings per year for various reasons. The recommendation from staff is that the City Council consider no more than 25% excused absences, per 12-months, as the standard for attendance.

ENVIRONMENTAL(CEQA)

NA

STRATEGIC PLAN CORRELATION

The consideration of student commissioners furthers Strategy CE 4.2.3 (Foster Collaboration Between Residents and Businesses) of Goal 4 (Community Enrichment)

FISCAL IMPACT

There is no fiscal impact to the discussion or formation of a Student Commissioner program. However, staff time was incurred in preparing this staff report.

PUBLIC NOTICE PROCESS

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

ATTACHMENTS:

Agenda Report from July 28, 2020



ATTACHMENT

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

FROM: Jennifer Peterson, Administrative Analyst

REVIEWED BY: Laura Aguilar, Assistant City Clerk
Gabe Engeland, City Manager

DATE: July 28, 2020

**SUBJECT: SECOND READING BY TITLE ONLY OF ORDINANCE 1429
AMENDING TITLE 2 OF THE SIERRA MADRE MUNICIPAL CODE
REGARDING CITY COMMISSIONS**

STAFF RECOMMENDATION

It is recommended that the City Council introduce and adopt for second reading, by title only, reading to Ordinance 1429, therein amending Title 2 of the Sierra Madre Municipal Code regulating City Commissions.

ALTERNATIVES

1. Provide staff with alternative direction

SUMMARY

At the June 14, 2020 meeting, the City Council introduced and approved for first reading Ordinance 1429 amending sections of Title 2 of the Sierra Madre Municipal Code (SMMC) regulating Commissions. Staff is recommending that Council introduce and adopt for second reading, by title only, Ordinance 1429 which amends Title 2 of the Sierra Madre Municipal Code. Title 2 contains directives regarding the number of Commission members, their term lengths and limits. Staff was directed to remove references to inactive Commissions, and to enact consistent member requirements, term lengths and limits for all Commissions. Staff was also directed to reduce the number of applications required prior to consideration for appointment.

Ordinance 1428 (Attachment 1) would amend Chapters 2.04 (Terms of Board and Commission Appointees), 2.24 (Senior Community Commission), 2.40 (Community Services Commission), 2.44 (Planning Commission) and 2.46 (Energy, Environment, and Natural Resources commission) and delete Chapters 2.28 (Cultural Heritage Commission), 2.32 (Emergency Services and Disaster Commission), 2.34 (Community Arts Commission), and

ATTACHMENT

2.36 (Parking Commission) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code.

ANALYSIS

At the June 23, 2020 City Council meeting, staff was directed to return to City Council with an ordinance which would remove all references to inactive Commissions, to reduce the required number of Commissioners for all Commissions, enact consistent terms and term limits for all Commissions. Staff was also directed to reduce the number of applications required prior to consideration for appointment.

This direction was given in an effort to alleviate prolonged vacancies on Commissions as well as the difficulty in soliciting the required number of applications for Commission vacancies, despite all best efforts and outreach.

The Council felt that it would be in the best interest of all Commissions that their member requirements, term length and limits should be uniform and consistent. The Council agreed that all Commissions shall henceforth consist of five members; that all Commissioners shall henceforth serve four year terms; and shall henceforth serve no more than two consecutive full terms and may only be reappointed after a break in service. Council agreed that membership limits shall be reached by natural attrition, and shall not prohibit any eligible member from being reappointed.

On July 14, 2020, Staff introduced Ordinance 1429, which revised references to term limits, term lengths, or the number of members of each Commission by amending Chapters 2.04, 2.24, 2.40, 2.44, and 2.46 of the SMMC. All Commissions will now be governed by the uniform requirements in SMMC Section 2.04.070, as amended. Ordinance 1429 also amended Chapter 2.16 of the SMMC, Section 2.16.010, adding that Library Board of Trustee members may not serve simultaneously on either the Friends of the Library or the Library Foundation or any other body that regularly exchanges funds. Ordinance 1429 removes references to inactive commissions by deleting Chapters 2.28, 2.32, 2.34, and 2.36 of the SMMC.

FINANCIAL REVIEW/SOURCE OF FUNDING

There is no identifiable fiscal impact associated with this ordinance.

ENVIRONMENTAL (CEQA)

The adoption of this ordinance is not subject to CEQA review.

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.

ATTACHMENT

ORDINANCE NO. 1429

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AMENDING SECTION 2.04.070 (TERMS OF BOARD AND COMMISSION APPOINTEES) OF CHAPTER 2.04 (CITY COUNCIL), CHAPTER 2.16 (LIBRARY BOARD OF TRUSTEES), CHAPTER 2.24 (SENIOR COMMUNITY COMMISSION), CHAPTER 2.40 (COMMUNITY SERVICES COMMISSION), CHAPTER 2.44 (PLANNING COMMISSION), AND CHAPTER 2.46 (ENERGY, ENVIRONMENT, AND NATURAL RESOURCES COMMISSION”) AND DELETING CHAPTER 2.28 (CULTURAL HERITAGE COMMISSION), CHAPTER 2.32 (EMERGENCY SERVICES AND DISASTER COMMISSION), CHAPTER 2.34 (COMMUNITY ARTS COMMISSION), AND CHAPTER 2.36 (PARKING COMMISSION) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE SIERRA MADRE MUNICIPAL CODE

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

SECTION 1. Amendment. Section 2.04.070 (Terms of board and commission appointees) of Chapter 2.04 (City Council) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code is hereby amended as follows, with additions noted in underline and deletions noted in ~~striketrough~~:

2.04.070 - Terms of board and commission appointees.

A. Unless otherwise provided by law or this code, the provisions of this section shall apply to all members of city commissions and boards other than the board of library trustees, which is governed by the California Education Code, ~~and the emergency services and disaster commission, which is governed by Chapter 2.32 of this code.~~

B. The terms of all members of boards and commissions created by this code expire on June 30th of the calendar year in which they are scheduled to expire.

C. No commission or board member shall serve more than two, consecutive, full terms although a person may be reappointed after a break in service. Completion of a partial term shall not constitute a "full term" for purposes of this section, nor shall service on two different boards or commissions be counted in determining when a commission or board member has reached the term limit provided by this chapter.

D. All terms of service on city commissions and boards established by this code shall be for four years. unless otherwise required by law or specified by this code.

ATTACHMENT

E. The city council may remove any person from any city board or commission at any time by with or without cause, provided that its action to do so is by a motion supported by the affirmative votes of three members of the city council.

F. All city commissions will consist of five commissioners. City commissions may exceed five members if the city council reappoints existing members who are eligible for an additional term as of July 14, 2020. Only when the number of commissioners decreases to less than five will the City Council consider appointing new members.

SECTION 2. Amendment. Chapter 2.16 (Library Board of Trustees) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code is hereby amended as follows, with additions noted in underline and deletions noted in ~~strikethrough~~:

Chapter 2.16 – Library Board of Trustees

2.16.010 - Established.

Pursuant to the provisions of an Act of the Legislature of the state of California, entitled "An Act to Provide for the Establishment and Maintenance of Public Libraries within Municipalities," approved March 23, 1901, and of all acts supplementary thereto or amendatory thereof, there shall be, and there is established in and for the city, a free public library for the use and benefit of the city. No member of the Library Board of Trustees may serve simultaneously on either the Friends of the Sierra Madre Public Library or the Sierra Madre Library Foundation or any other body that regularly exchanges funds.

SECTION 3. Amendment. Chapter 2.24 (Senior Community Commission) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code is hereby amended as follows, with additions noted in underline and deletions noted in ~~strikethrough~~:

Chapter 2.24 – Senior Community Commission

2.24.010 - Created.

The senior community commission is created.

~~2.24.020 – Membership.~~

~~A. The senior community commission shall consist of seven five members appointed by the city council.~~

~~B. Each member of the senior community commission must be either:1.A city resident;2.A non-resident owner of property in the city; or3.A non-resident professional who represents a specialized expertise and who is employed within the city limits.~~

~~There shall be only one non-resident member of the commission at any one time.~~

~~C. The membership of the commission shall consist initially of those persons appointed to the commission on aging when the senior community commission is created and~~

ATTACHMENT

~~each such person shall serve on the senior community commission until his or her term on the commission on aging would have expired.~~

~~2.24.030 – Terms.~~

~~Each senior community commission member shall serve a term of three four years. A commission member shall serve no more than two consecutive full terms, but a commission member who has served two consecutive full terms may be re-appointed to the commission no earlier than two years after the termination of that member's second consecutive full term.~~

2.24.0420 – Purpose.

The senior community commission advises the city council on the welfare and well-being of older Sierra Madreans. The specific and primary purpose of this commission is to provide an effective vehicle for the welfare and well-being of senior citizens of Sierra Madre by:

- A. Assessing and defining their needs;
- B. Locating and publicizing available resources;
- C. Coordinating and initiating services and opportunities for older Sierra Madreans, such as serving hot meals;
- D. Informing the community of the needs of older Sierra Madreans and suggesting ways to participate in creating solutions to those problems; and
- E. Monitoring expenses and revenues directly relating to senior programming and services.

SECTION 4. Amendment. Chapter 2.40 (Community Services Commission) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code is hereby amended as follows, with additions noted in underline and deletions noted in ~~striketrough~~:

Chapter 2.40 – Community Services Commission

2.40.010 - Established.

The community services commission of the city is created.

~~2.40.020 – Membership.~~

~~The community services commission of the city shall consist of seven five persons. The city council may appoint a minor resident of the city, between the age of thirteen and seventeen, to one of the regular positions on the community services commission as a full voting member of the commission. The appointment shall be for a term which shall end no later than June 30th following the date of appointment.~~

~~2.40.030 – Terms.~~

~~Each member of the community services commission shall serve for three four year terms, subject to the provisions of Section 2.04.070 of this code.~~

2.40.0240 - Duties and responsibilities.

ATTACHMENT

A. The fundamental nature of the community services commission is to improve and enhance the quality of life throughout the community. The community services commission is responsible for overseeing the city's recreation and community services programs. The commission oversees the general use of parks, public facilities, transportation, community communication, and matters relating to the community's recreational and service needs. The commission provides information and recommendations to the city council in these areas.

B. The duties and responsibilities of the commission shall be as follows:

1. Act in an advisory capacity and be responsible to the city council in all matters pertaining to parks, public recreation and community services;
2. Act as the communications link between the residents, city council, and community services department, in all matters pertaining to parks, facilities, recreation, and community services, and to cooperate with other governmental agencies and civic groups in the advancement of sound park, recreation, and community service planning and programming;
3. To plan and recommend community service programs and evaluate community service programs and services designed to meet the community needs in areas of youth, recreation, adults, seniors, parks, aquatics, community communications, events, and transportation;
4. Parks and facilities:
 - a. Act in an advisory capacity to the city council in all matters pertaining to the acquisition, improvement, development, maintenance, and use of all public parks and facilities in the city,
 - b. Recommend regulations, rules, and policies for city council adoption including hours of operation, fees, programs, organizations and operational procedures,
 - c. Review the items in subsection (B)(4)(b) of this section annually and provide recommendations to the city council,
 - d. Advise for long range capital improvements;
5. Recreation, community services, and transportation:
 - a. Formulate policies on services and programs for approval by the city council, including: agreements with the board of education of the school district and the city council for the best possible joint use of parks and recreation facilities and similar agreements with other civic groups,
 - b. Interpret the policies and functions of the community services department to the community,

ATTACHMENT

- c. Make periodic inventories of community services that exist or may be needed, assess and communicate the needs of the community to the community services director and the city council,
 - d. Aid in the coordinating of community services with the programs of other governmental agencies and voluntary organizations;
6. Community cable television:
- a. Formulate policies regarding the community bulletin board, rebroadcast schedule, and programs for the Community Channel 3, for approval by the city council, including: reviewing agreements with the Community Media of the Foothills Board and similar agreements with other civic groups as necessary,
 - b. Interpret and communicate the policies and functions of community cable television to the community services department and to the community,
 - c. Act in an advisory capacity to the city council in all matters pertaining to community cable television;
7. Advise in the preparation of the community services department work plan and goals and budget and make recommendations to the city council;
8. Perform all other duties referred to and requested of the community services commission by the city council;
9. Improve and enhance the quality of life throughout the community through people, parks, and programs.

SECTION 5. Amendment. Chapter 2.44 (Planning Commission) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code is hereby amended as follows, with additions noted in underline and deletions noted in ~~striketrough~~:

Chapter 2.44 – Planning Commission

2.44.010 - Created.

A planning commission of the city is created.

2.44.020 – Membership.

~~The planning commission of this city shall consist of a total of seven members.~~

2.44.0240 - Duties.

The city planning commission shall perform the duties required by applicable state law, and such other duties as may be ordered by the city council.

ATTACHMENT

SECTION 6. Amendment. Chapter 2.46 (Energy, Environment, and Natural Resources Commission) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code is hereby amended as follows, with additions noted in underline and deletions noted in ~~strikethrough~~:

Chapter 2.46 – Energy, Environment, and Natural Resources Commission

2.46.010 - Created.

An energy, environment, and natural resources commission is hereby created.

~~2.46.020 – Membership.~~

~~The energy, environment, and natural resources commission shall be comprised of seven five members, each appointed by the city council.~~

~~2.46.030 – Commission officers.~~

~~The commission shall elect from its own members a chairperson and vice-chairperson. Terms as chair and vice chair shall be for one year.~~

~~2.46.040 – Meeting time and place.~~

~~The commission shall meet at 7:00 p.m. on the third Wednesday of each month. Meetings shall be held in the city hall council chamber unless clearly noted as elsewhere on the posted agenda.~~

2.46.0250 - Purpose.

The purpose of the energy, environment, and natural resources commission shall be to enhance quality of life in the community by promoting good stewardship of precious environmental and natural resources.

2.46.0360 - Powers and duties.

- A. The commission shall serve as an advisory panel to the city council, planning commission, and to city staff on matters pertaining to water, water conservation, energy efficiency, state and federal environmental mandates, urban forest management, and public outreach regarding the same.
- B. The commission shall act as the communications link between the residents, city council, and public works department, in all matters pertaining to water and water conservation, energy efficiency, state and federal mandates, management of the community forest. The commission shall cooperate with other governmental agencies and civic groups in the advancement of environmental policies.
- C. The commission shall plan, evaluate, recommend and conduct community outreach, community programs and services designed encourage responsible use of water and energy, as well as overseeing the protection and enhancement of the community forest.

D. The commission shall perform all other duties referred to and requested of the energy, environment, and natural resources commission from time to time by the city council.

SECTION 7. Deletion. Chapter 2.28 (Cultural Heritage Commission) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code is deleted in its entirety.

SECTION 8. Deletion. Chapter 2.32 (Emergency Services and Disaster Commission) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code is deleted in its entirety.

SECTION 9. Deletion. Chapter 2.34 (Community Arts Commission) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code is deleted in its entirety.

SECTION 10. Deletion. Chapter 2.36 (Parking Commission) of Title 2 (Administration and Personnel) of the Sierra Madre Municipal Code is deleted in its entirety.

SECTION 11. Severability. If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Ordinance or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

SECTION 12. Publication. The City Clerk shall cause this Ordinance to be published or posted in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance and his/her certification, together with proof of the publication, to be entered in the book of Ordinances of the City Council.

SECTION 13. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code Section 36937.

PASSED, APPROVED, AND ADOPTED ON this 14th day of July, 2020

John Capoccia, Mayor

ATTACHMENT

ATTEST:

APPROVED AS TO FORM:

Sue Spears, City Clerk

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was duly adopted by the City Council of the City of Sierra Madre, California, at a regular meeting held on the ____ day of _____ 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:
