

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



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

**Tuesday, September 27, 2016
Closed Session 5:30 pm
Open Session 6:30 pm**

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

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

PUBLIC COMMENT

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

PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

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

PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

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

CLOSED SESSION

CALL TO ORDER/ROLL CALL

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

PUBLIC COMMENT

Regarding Closed Session Items

RECESS TO CLOSED SESSION REGARDING:

PERSONNEL

Public Employee Appointment pursuant to Government Code Section 54957
Title: City Manager

OPEN SESSION

CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

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

PLEDGE OF ALLEGIANCE AND INVOCATION/INSPIRATION

Council Member John Capoccia

REPORT OUT FROM CLOSED SESSION

City Attorney report from the closed session.

APPROVAL OF AGENDA

Vote of the Council to proceed with City business.

APPROVAL OF MINUTES

Approval of [minutes from the July 26, 2016](#) City Council meeting.

MAYOR AND CITY COUNCIL REPORTS

Council Member activities relating to City business.

PUBLIC COMMENT

Regarding items not on the Agenda.

PRESENTATION

Introduction of new City employees

PRESENTATION

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

ACTION ITEMS

1. CONSENT

a) [ADOPTION OF RESOLUTION 16-59 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS](#)

Recommendation that the City Council approve Resolution 16-59 for approval of payment of City Warrants in aggregate amount of \$190,244.54; Library warrants in the aggregate amount of \$4,701.68, and payroll transfer in the aggregate amount of \$276,742.36 for fiscal year ending June 2016 and June 2017.

b) [TREASURER'S REPORT QUARTER ENDING MARCH 31, 2016](#)

Recommendation that the City Council receive and file.

c) [FISCAL YEAR 2016-2017 INVESTMENT POLICY](#)

Recommendation that the City Council approve Resolution 16-60, approving the Statement of Investment Policy for Fiscal Year 2016-2017.

d) [REVIEW OF THE SIERRA MADRE CONFLICT OF INTEREST AND DISCLOSURE MONITORING AGENCY CODE](#)

Recommendation that the City Council approve the City's biennial Conflict of Interest Code as required by the Political Reform Act.

e) [RECOMMENDATION TO APPROVE VEHICLE AND EQUIPMENT PURCHASES](#)

Recommendation that the City Council approve the expenditure of \$299,137 for the purchase of four vehicles to replace existing vehicles and one Caterpillar Backhoe/Loder to replace the existing.

f) [SIERRA MADRE POLICE DEPARTMENT RADIO CONSOLE REPLACEMENT](#)

Recommendation that the City Council authorize the reallocation of \$122,181.50 of the Fiscal Year 2015-2016 Capital Project Funds to be appropriated for the Radio Dispatch Console Project and authorize the Director of Public Safety to execute the agreement.

g) [RECOMMENDATION TO AWARD A PROFESSIONAL SERVICES CONTRACT TO RCI IMAGE SYSTEMS IN AN AMOUNT NOT TO EXCEED \\$26,000 TO SCAN BUILDING PLANS, BUILDING PERMITS, AND PLANNING ENTITLEMENT DOCUMENTS](#)

Recommendation that the City Council award a Professional Services Contract to RCI Imaging Systems to conduct Phase 1 archival document scanning services.

h) [SECOND READING OF ORDINANCE 1379, MUNICIPAL CODE TEXT AMENDMENT 16-06 AMENDING THE R-1 ZONE ORDINANCE AND THE DEFINITIONS ORDINANCE](#)

Recommendation that the City Council introduce and approve for second reading, by title only, and waive further reading, Ordinance 1379 pursuant to Municipal Code Text Amendment 16-03 amending Chapter 17.20 - R-1 Family Zone and Chapter 17.08 – Definitions, and direct the City Attorney to prepare a summary of Ordinance 1379 pursuant to Government Code Section 36933(c)(1).

i) [CONSIDERATION OF RESOLUTION 16-57 AUTHORIZING DESTRUCTION OF OBSOLETE RECORDS](#)

Recommendation that the City Council adopt Resolution 16-57 authorizing the destruction of obsolete records.

j) [CONTRACT WITH PECKHAM & MCKENNEY FOR CITY MANAGER RECRUITMENT](#)

Recommendation that the City Council authorize the firm of Peckham & McKenney to conduct the City Manager recruitment process at a cost of \$27,000.

PUBLIC HEARING

2. [CITIZENS OPTION FOR PUBLIC SAFETY \(COPS\) GRANT FUNDING FOR FISCAL YEAR 2016-2017](#)

Recommendation that the City Council hold a Public Hearing, accept the grant funds, and authorize the appropriation of those funds.

ITEMS FOR DISCUSSION

3. [CONSIDERATION OF APPOINTMENT TO THE SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF DIRECTORS](#)

Recommendation that the City Council provide staff with direction.

4. [CONSIDERATION OF ORDINANCE 1382, CITY MANAGER RESIDENCY](#)

Recommendation that the City Council introduce and approve Ordinance 1382, revising the residency requirement for the City Manager position, for first reading by title only, and waive further reading.

ACTION ITEMS

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

PUBLIC HEARING

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

AVAILABILITY OF AGENDA MATERIALS

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

LIVE BROADCASTS

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

MEETING ASSISTANCE

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

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at this same place on Tuesday, October 11, 2016

MINUTES

Agenda - Regular Meeting of the Sierra Madre City Council,
Successor Agency and Public Finance Authority
Tuesday, July 26, 2016 – 6:30 p.m.
City Hall Council Chambers, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024
and
Council Member Denise Delmar via
Teleconference from Sofitel San Francisco Bay
223 Twin Dolphin Drive, Redwood City, CA 94065

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

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

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

Absent: None

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

PLEDGE OF ALLEGIANCE AND INVOCATION/INSPIRATION:

Mayor Goss, led the Pledge of Allegiance and followed with a prayer for the residents of Santa Clarita area that are threatened by a horrible fire surrounding their homes.

REPORT FROM CLOSED SESSION:

City Attorney Highsmith reported the Council met in closed session to receive a briefing on a matter of existing litigation, CETT vs. City of Sierra Madre. Mayor Pro Tem Arizmendi did not participate. She is recused. Council provided direction but no action was taken. Council received briefing on existing litigation, Christopher Morrison vs. City of Sierra Madre. No action was taken. Council also received briefing from labor negotiator regarding Classified Employee Association and it is likely that Council will adjourn back into close session after regular meeting this evening for further discussion.

APPROVAL OF AGENDA AS PRESENTED:

Moved: Council Member John Harabedian

Seconded: Mayor Pro Tem Rachelle Arizmendi

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

Noes: None

Absent: None

Abstain: None

APPROVAL OF MINUTES FROM THE REGULAR CITY COUNCIL MEETING ON JULY 12, 2016:

Moved: Council Member John Capoccia

Seconded: Council Member John Harabedian

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

Noes: None

Absent: None

Abstain: None

MAYOR AND CITY COUNCIL REPORTS:

- 1) Mayor Pro Tem Arizmendi noted that in Council Member Delmar's absence, she was the alternate for the JPI annual board meeting, and it was reassuring to see the ADA pilot project that Sierra Madre is a part of.
- 2) Council Member Harabedian acknowledged the Community Services Commission for a great job with the Movie in the Park and Music in the Park summer series.
- 3) Council Member Capoccia reported that at the Council of Governments of Southern California, Assemblyman Holden provided some support with the storm water problem but disappointed with what he has come up with as solutions. There is a water of the United States challenge to redefine water of the United States which is very promising.

COG is also supporting L.A. County transportation ballot measure and will vote for the Park's measure next month. However, Council Member Capoccia will not be voting since it cannot be agendized in time to discuss, and as he recalls, many residents of Sierra Madre are not in favor although he is in favor of the measure.

- 4) Council Member Delmar is thankful to Mayor Pro Tem Arizmendi for attending JPI in her place. Council Member Delmar will finally return to Sierra Madre after several weeks away on business. Council Member Delmar, Mayor Pro Tem Arizmendi and Mayor Goss attended the grand opening of Petunia's on Baldwin and would like to welcome the new business to our neighborhood.
- 5) Mayor Gene Goss had his first ribbon cutting as Mayor at the grand opening of Petunia's, in 104-degree weather and in a sport coat, but it was great. Mayor Goss wishes Petunia's all the best.

PUBLIC COMMENT ON NON-AGENDA ITEMS:

- Rich Proctor, Member of the Library Board of Trustees, had an update regarding Library activities. The Stuffed Animal Sleepover was a huge success. Two numbers to share tonight: 1142 people participation in library programs this summer and 597 people enrolled in the summer reading program. Please stop by the Library to get more information.

Mayor Goss closed public comment.

PRESENTATIONS:

- Presentation by Director Tom Love of San Gabriel Valley Municipal Water District Strategic Plan.
- Update from Public Works Director Inman regarding water conservation and the City's Water Quality Report.

AGENDA ACTION ITEMS:

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

1. CONSENT CALENDAR

- a) ADOPTION OF RESOLUTION 16-49 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS

Recommendation that the City Council approve Resolution 16-49 for approval of payment of City Warrants in aggregate amount of \$413,653.41; Library warrants in the

aggregate amount of \$8,481.83, and payroll transfer in the aggregate amount of \$323,094.40 for fiscal years ending June 2016 and June 2017.

- b) ADOPTION OF RESOLUTION 16-50 AMENDING RESOLUTION 14-48 ELIMINATING THE PERCENTAGE PAID BY THE EMPLOYER OF THE EMPLOYEES' CONTRIBUTION TO THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM FOR PART-TIME, UNREPRESENTED EMPLOYEES

Recommendation that the City Council approve Resolution 16-50 amending Resolution 14-48 to include 0% paid by the employer of the employees' contribution to CalPERS for part-time, unrepresented employees.

- c) RECOMMENDATION TO APPROVE A CONSTRUCTION CONTRACT WITH STEPHEN DORECK EQUIPMENT RENTALS, INC. IN AN AMOUNT NOT TO EXCEED \$246,615 FOR THE REPLACEMENT OF THE FAILED EXISTING WATER MAIN IN THE 400 AND 450 BLOCKS OF NORTH MICHILLINDA AVENUE

Recommendation that the City Council approve a contract with Rain-for Rent for installation and rental of a temporary water main along the frontage of the 400 and 450 blocks of North Michillinda in an amount not to exceed \$21,410; and a construction contract with Stephen Doreck Equipment Rentals, Inc. in an amount not to exceed \$246,615 for the replacement of the failed existing water main in the 400 and 450 blocks of North Michillinda Avenue.

- d) AUTHORIZATION TO GO OUT TO BID FOR REPLACEMENT OF SIERRA MADRE POLICE DEPARTMENT RADIO CONSOLE

Recommendation that the City Council authorize staff to go out to bid for the replacement of the Sierra Madre Police Department Radio Console

- e) FISCAL YEAR 2016-2017 ANNUAL BUDGET FOR THE CITY OF SIERRA MADRE

Recommendation that the City Council receive and file.

Mayor Goss opened for public comment.

- Emmett McGuire: Why don't we put in a permanent water main instead of a temporary one?
- Ms. Jaffe: Urges to vote the money for the repairs on Michillinda. How long will the project take?

*Director Inman answered the above questions: We don't know exactly how long the project may take, at least a few weeks. The temporary water line is put in so the permanent line can be removed and the whole process to get a new permanent line up can take place all the while the

temporary is supplying water to the residents. Once the new permanent is in, the temporary will be removed.

Mayor Goss closed public comment.

APPROVAL OF CONSENT CALENDAR AS PRESENTED:

Moved: Council Member John Capoccia

Seconded: Mayor Pro Tem Rachelle Arizmendi

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

Noes: None

Absent: None

Abstain: None

ITEMS FOR DISCUSSION:

2. CONSIDERATION OF APPOINTMENT TO THE PLANNING COMMISSION

Recommendation that the City Council provide staff with direction.

*City Manager, Aguilar presented.

Mayor Goss opened for public comment.

- Barbara Lee Cline: Promotes John Vandeveld to be appointed.

Mayor Goss closed public comment.

MOVE TO APPOINT WILLIAM PEVSNER TO THE PLANNING COMMISSION:

Moved: Council Member John Harabedian

Seconded: Mayor Pro Tem Rachelle Arizmendi

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

Noes: None

Absent: None

Abstain: None

3. CONSIDERATION OF APPOINTMENT TO THE LIBRARY BOARD OF TRUSTEE

Recommendation that the City Council provide staff with direction

*City Manager, Aguilar presented.

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

MOVE TO APPOINT PATRICIA HALL TO THE LIBRARY BOARD OF TRUSTEES:

Moved: Council Member John Capoccia

Seconded: Council Member John Harabedian

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

Noes: None

Absent: None

Abstain: None

4. IMPROVING COMMUNITY COMMUNICATIONS

Recommendation that the City Council instruct staff to upgrade the City's emergency alert system to Nixle 360 and to prepare a Request for Proposal for additional banner poles at Sierra Madre Blvd. and Lima Street.

*City Manager, Aguilar presented.

Mayor Goss opened for public comment.

- Barbara Lee Cline: Disagrees with the costs of additional banners for advertising.

Mayor Goss closed public comment.

*Direction was given by City Council who approved the reverse 911 costs and to continue with the items that are currently in the works such as the Sierra Madre App. The banner poles were not approved. Committee will look at whether or not they can fit a message board at Kersting Court and the cost.

NO FUTURE AGENDA ITEMS PLACED

CITY COUNCIL RECESSED TO CLOSED SESSION at 8:28 p.m.

The City Attorney reported out of closed session that the City Council received briefing regarding labor negotiations with the Classified Employee Association, and direction was provided to the City Negotiator but no action was taken.

CITY COUNCIL MEETING ADJOURNED at 9:10 p.m.

Gene Goss, Mayor

Minutes taken and typed by:

Melinda Carrillo
City Clerk

RESOLUTION NUMBER 16 – 59

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sierra Madre does hereby approve payment of City Warrants in the aggregate amount of \$190,244.54 ; Sierra Madre Library Warrants in aggregate amount of \$4,701.68 and Payroll Transfer in the aggregate amount of \$276,742.36 for the fiscal year ending June 30, 2016 and 2017.

APPROVED AND ADOPTED this 27th day of September, 2016.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 16 – 59 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 27th day of September, 2016.

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Sierra Madre, California

**City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of September 27, 2016**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants	\$190,244.54
Sierra Madre Library Warrants	\$4,701.68
Payroll #19 Transfer.....	\$276,742.36

Warrant Register 9/27/16**Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY 1617	Manual Warrants	16,951.57	1-2
FY 1617	General Warrants - Utility Bills	530.25	3
FY 1617	General Warrants	172,762.72	4-10
	Total	190,244.54	

Fiscal Year	Description	Amount	
FY 1617	Library Warrants	4,701.68	11
	Total	4,701.68	

Date: 9/8/2016	Payroll #19 Electronic Tansfers From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.	276,742.36	
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City of Sierra Madre, CA

Check Approval

Page 1

Packet: APPKT03115 - MANCK091516
Vendor Set: 01 - Vendor Set 01

Check Date: 09/15/2016

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND					
<u>0397</u>	KEVORK TCHARKHOUTIAN				
APBWEST	Check	<u>16-901</u>	RETAINER	10000.82000.52100	800.00
		<u>16-209</u>	CITY ENGINEER SERVICES PLAN CHECK	10000.82000.52100	2,570.00
				Fund 10000 Total:	3,370.00
				Report Total:	3,370.00



City of Sierra Madre, CA

Check Approval

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Packet: APPKT03117 - MANCK091916
Vendor Set: 01 - Vendor Set 01

Check Date: 09/19/2016

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 60003 - INT SVC FND - TECHNOLOGY					
<u>1786</u>	AXONTECH LLC				
APBWEST	Check	<u>7530</u>	Microsoft Office & Server License & Assurance	60003.30000.52200	13,581.57
Fund 60003 Total:					13,581.57
Report Total:					13,581.57



Page 3.

Packet: APPKT03125 - UTY 092716
Vendor Set: 01 - Vendor Set 01

Check Date: 09/21/2016

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 60001 - INT SVC FND - FACILITIES MGT					
<u>0129</u>	AT&T				
APBWEST	Check	<u>81829102416611-091</u>	TELECOM DIV 911	60001.83200.55005	160.16
<u>VEN02792</u>	FRONTIER CALIFORNIA INC				
APBWEST	Check	<u>31016998450619065</u>	INTERNET CHARGES	60001.83200.55005	85.99
<u>VEN02715</u>	MCI COMM SERVICE				
APBWEST	Check	<u>7N872325-091116</u>	PHONE FEES	60001.83200.55005	37.09
<u>1749</u>	PACIFIC TELEMAGEMENT SERVICE				
APBWEST	Check	<u>866450</u>	PHONE SVC	60001.83200.55005	82.64
<u>0216</u>	THE GAS COMPANY				
APBWEST	Check	<u>13511935002-081116</u>	GAS	60001.83200.55004	28.85
		<u>13511935002-091216</u>	GAS	60001.83200.55004	32.11
		<u>16861877005-090916</u>	GAS	60001.83200.55004	82.20
		<u>19591871009-090916</u>	GAS	60001.83200.55004	21.21
				Fund 60001 Total:	530.25
				Report Total:	530.25



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Packet: APPKT03122 - GEN 092716
Vendor Set: 01 - Vendor Set 01

Check Date: 09/21/2016

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND							
<u>1552</u>	ARNOLD'S FRONTIER HARDWARE						
APBWEST	Check			<u>075475</u>	HARDWARE SUPPLIES	10000.61000.53204	6.63
				<u>075268</u>	HARDWARE SUPPLIES	10000.61000.53204	21.19
				<u>075463</u>	HARDWARE SUPPLIES	10000.61000.53204	1.18
				<u>075244</u>	HARDWARE SUPPLIES	10000.61000.53204	6.20
				<u>075352</u>	HARDWARE SUPPLIES	10000.61000.53204	19.58
<u>0139</u>	BISHOP COMPANY						
APBWEST	Check			<u>410874</u>	SMALL TOOLS	10000.83500.53206	97.64
						10000.83600.53211	97.64
<u>1200</u>	BLUE DIAMOND MATERIALS						
APBWEST	Check			<u>781951</u>	ASPHALT	10000.83500.53206	102.55
				<u>775419</u>	ASPHALT	10000.83500.53206	108.10
				<u>777179</u>	ASPHALT	10000.83500.53206	171.05
				<u>782023</u>	ASPHALT	10000.83500.53206	49.81
				<u>771330</u>	ASPHALT	10000.83500.53206	48.29
				<u>769982</u>	ASPHALT	10000.83500.53206	50.19
<u>0713</u>	DEPT OF JUSTICE						
APBWEST	Check			<u>186797</u>	Fingerprints	10000.50000.52200	223.00
<u>1462</u>	FASCHING'S CAR WASH						
APBWEST	Check			<u>INV019121-JUL16</u>	Police vehicle maintenance	10000.50000.52302	507.35
<u>VENO2732</u>	GLENN BROWN						
APBWEST	Check			<u>INV019177</u>	Refund/UUT	10000.00000.42003	40.93
<u>0515</u>	LANDSCAPE WAREHOUSE						
APBWEST	Check			<u>2499072</u>	IRRIGATION AND PARK SUPPLIES	10000.83300.53001	150.40
<u>1065</u>	MAIL BOX & POSTAL						
APBWEST	Check			<u>237774</u>	Shipping and postage	10000.50000.53101	69.76
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC						
APBWEST	Check			<u>48195</u>	LANDSCAPE MAINTENANCE	10000.81201.52200	174.93
						10000.83300.52200	5,608.60
<u>0307</u>	MYERS-STEVENSON & CO. INC.						
APBWEST	Check			<u>1210798</u>	FF Insurance - July 2016	10000.61000.51205	225.00
<u>0786</u>	OFFICE DEPOT, INC						
APBWEST	Check			<u>861030725001</u>	Office supplies	10000.50000.53100	44.11
				<u>861884426001</u>	Office supplies	10000.50000.53100	68.50
				<u>861030246001</u>	Office supplies	10000.50000.53100	4.36
				<u>861030726001</u>	Office supplies	10000.50000.53100	20.59
<u>VENO1784</u>	PASADENA EMBROIDERY & SILKSCREENING						
APBWEST	Check			<u>7778</u>	Pasadena Embroidery & Silkscreening	10000.50000.53303	124.26
				<u>7802</u>	Pasadena Embroidery & Silkscreening	10000.50000.53303	54.50
<u>0323</u>	PASADENA HUMANE SOCIETY						
APBWEST	Check			<u>SEP2016CTYSM</u>	Animal Control Services	10000.50000.52004	2,317.50
<u>VENO1039</u>	RCS INVESTIGATIONS & CONSULTING LLC						
APBWEST	Check			<u>2958</u>	RCS Investigations & Consulting, LLC	10000.50000.52100	1,500.00
<u>0381</u>	SOUTHEAST CONSTRUCTION PRODUCT						
APBWEST	Check			<u>1145207-1</u>	STREET CONSTRUCTION MATERIAL	10000.83500.53206	26.38
				<u>1149741-1</u>	STREET CONSTRUCTION MATERIAL	10000.83500.53206	49.38
				<u>1154476-1</u>	STREET CONSTRUCTION MATERIAL	10000.83500.53206	78.15
				<u>1149965-1</u>	STREET CONSTRUCTION MATERIAL	10000.83500.53206	160.45
<u>VENO2863</u>	THE COUNSELING TEAM INTERNATIONAL						
APBWEST	Check			<u>32077</u>	The Counseling International	10000.50000.52100	300.00
				<u>32056</u>	The Counseling Team International	10000.50000.52100	300.00
<u>0404</u>	TOM'S UNIFORMS						
APBWEST	Check			<u>3995</u>	Tom's Clothing and Uniforms	10000.50000.53303	178.76

Pages

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>APBWEST</u>	Check	<u>6593</u>	Tom's Clothing and Uniforms	10000.50000.53303	913.42
		<u>5394</u>	Tom's Clothing and Uniforms	10000.50000.53303	15.26
		<u>5397</u>	Tom's Clothing and Uniforms	10000.50000.53303	428.37
		<u>6526</u>	Tom's Clothing and Uniforms	10000.50000.53303	632.20
		<u>5431</u>	Tom's Clothing and Uniforms	10000.50000.53303	70.85
Fund 10000 Total:					15,067.06
Fund:	32002 - LANDSCAPE DIST #3-CENTRAL BUSINESS ASSMNT DIST				
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC				
<u>APBWEST</u>	Check	<u>48195</u>	LANDSCAPE MAINTENANCE	32002.83000.52200	461.54
Fund 32002 Total:					461.54
Fund:	32005 - LIGHTING DISTRICT #1 - OAKWOOD/VISTA				
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC				
<u>APBWEST</u>	Check	<u>48195</u>	LANDSCAPE MAINTENANCE	32005.83000.52200	431.89
				32005.83500.52200	632.51
Fund 32005 Total:					1,064.40
Fund:	32006 - LIGHTING DISTRICT - ZONE A				
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC				
<u>APBWEST</u>	Check	<u>48195</u>	LANDSCAPE MAINTENANCE	32006.83000.52200	86.97
Fund 32006 Total:					86.97
Fund:	32007 - LIGHTING DISTRICT - ZONE B				
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC				
<u>APBWEST</u>	Check	<u>48195</u>	LANDSCAPE MAINTENANCE	32007.83000.52200	539.61
Fund 32007 Total:					539.61
Fund:	32008 - PARKING ASSMNT DIST				
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC				
<u>APBWEST</u>	Check	<u>48195</u>	LANDSCAPE MAINTENANCE	32008.83000.52200	817.32
Fund 32008 Total:					817.32
Fund:	37006 - SENIOR CENTER				
<u>VEN01969</u>	INLAND EMPIRE STAGES				
<u>APBWEST</u>	Check	<u>48480</u>	Senior Excursions	37006.72000.52200	845.50
Fund 37006 Total:					845.50
Fund:	38004 - ENVIRONMENTAL FUND				
<u>0574</u>	WEST COAST ARBORISTS, INC.				
<u>APBWEST</u>	Check	<u>118085</u>	ANNUAL TREE MAINTENANCE	38004.83300.52200	8,400.00
		<u>118086</u>	ANNUAL TREE MAINTENANCE	38004.83300.52200	5,760.00
		<u>118087</u>	ANNUAL TREE MAINTENANCE	38004.83300.52200	12,000.00
		<u>118088</u>	ANNUAL TREE MAINTENANCE	38004.83300.52200	6,480.00
Fund 38004 Total:					32,640.00
Fund:	38007 - MEASURE R				
<u>0425</u>	WILLDAN ASSOCIATES				
<u>APBWEST</u>	Check	<u>00514349</u>	PROFESSIONAL SERVICES FY15-16 STREET IMPR	38007.83500.56010	6,081.50
Fund 38007 Total:					6,081.50
Fund:	60000 - INT SVC FND - FLEET				
<u>1487</u>	BOB WONDRIES FORD				
<u>APBWEST</u>	Check	<u>521591</u>	FLEET REPAIR TRUCK 5107	60000.83100.53208	6,974.82
<u>0207</u>	ERNIE'S AUTO PARTS				
<u>APBWEST</u>	Check	<u>14IN245174</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	28.45
		<u>14IN245391</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	108.69
		<u>14IN245312</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	12.36
		<u>14IN245495</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	16.85
		<u>14IN245274</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	45.55
		<u>14IN244492</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	43.51
		<u>14CR039878</u>	CR TO INV#14IN242691	60000.83100.53208	-12.71
<u>1454</u>	JDS TANK TESTING & REPAIR INC				
<u>APBWEST</u>	Check	<u>9298</u>	TANK TESTING AND MAINTENANCE	60000.83100.55001	140.00
		<u>9327</u>	TANK TESTING AND MAINTENANCE	60000.83100.55001	391.00
<u>0474</u>	LIGHTNING OIL COMPANY, INC.				
<u>APBWEST</u>	Check	<u>9608</u>	HAZARDOUS WASTE REMOVAL	60000.83100.53208	73.50

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Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APBWEST	Check	<u>42466</u>	HAZARDOUS WASTE REMOVAL	60000.83100.53208	95.00
<u>VEN02823</u>	PETROLEUM MARKETING EQUIPMENT						
		APBWEST	Check	<u>1019627</u>	FUEL MONITORING SYSTEM	60000.61000.56007	12,681.46
<u>VEN01194</u>	THORSON MOTOR CENTER						
		APBWEST	Check	<u>283325</u>	AUTO PARTS	60000.83100.53208	61.79
<u>0403</u>	TRIANGLE TRUCK PARTS						
		APBWEST	Check	<u>304049</u>	TRUCK EQUIPMENT AND PARTS	60000.83100.53208	4,841.55

Fund 60000 Total: 25,501.82

Fund: 60001 - INT SVC FND - FACILITIES MGT

<u>0714</u>	CINTAS CORPORATION #693						
		APBWEST	Check	<u>693679513</u>	UNIFORM CLEANING	60001.83200.53303	271.90
				<u>693681515</u>	UNIFORM CLEANING	60001.83200.53303	271.90
<u>VEN02090</u>	FERGUSON WATERWORKS #1083						
		APBWEST	Check	<u>3705179</u>	WATERLESS URINALS	60001.83200.53200	6,193.25
<u>1639</u>	GMS ELEVATOR SERVICES INC						
		APBWEST	Check	<u>00084397</u>	ELEVATOR MAINTENANCE	60001.83200.52200	175.00
				<u>00084257</u>	ELEVATOR MAINTENANCE	60001.83200.52200	680.00
<u>1724</u>	LAWRENCE ROLL-UP DOORS INC						
		APBWEST	Check	<u>1612968</u>	FD ROLL UP DOOR MAINTENANCE	60001.83200.53200	433.05
				<u>1612775</u>	FD ROLL UP DOOR MAINTENANCE	60001.83200.53200	244.00
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC						
		APBWEST	Check	<u>48195</u>	LANDSCAPE MAINTENANCE	60001.83200.52200	1,129.63
<u>1372</u>	ORKIN COMMERCIAL SERVICES						
		APBWEST	Check	<u>134333143</u>	PEST CONTROL	60001.83200.52200	70.00
				<u>134348758</u>	PEST CONTROL	60001.83200.52200	313.47
				<u>135125821</u>	PEST CONTROL	60001.83200.52200	197.42
				<u>123903046</u>	PEST CONTROL	60001.83200.52200	149.55
				<u>123903045</u>	PEST CONTROL	60001.83200.52200	149.55
<u>0336</u>	POST ALARM SYSTEMS						
		APBWEST	Check	<u>904994</u>	ALARM MONITORING	60001.83200.52200	42.00
				<u>901376</u>	ALARM MONITORING	60001.83200.52200	47.50
				<u>901866</u>	ALARM MONITORING	60001.83200.52200	21.50
				<u>906431</u>	ALARM MONITORING	60001.83200.52200	38.00
<u>1485</u>	RED SUPPLY INC						
		APBWEST	Check	<u>37763</u>	PLUMBING HEATING SUPPLIES	60001.83200.53200	160.13
				<u>37762</u>	PLUMBING HEATING SUPPLIES	60001.83200.53200	7.31
<u>VEN01027</u>	STUBBIES						
		APBWEST	Check	<u>15427</u>	UNIFORM T-SHIRT	60001.83200.53303	922.14
<u>0399</u>	TELETRONIC ALARM SYSTEMS						
		APBWEST	Check	<u>B6426026/0916</u>	ALARM SVC - LIBRARY	60001.83200.52200	60.00

Fund 60001 Total: 11,577.30

Fund: 60003 - INT SVC FND - TECHNOLOGY

<u>1458</u>	CDW GOVERNMENT INC						
		APBWEST	Check	<u>FDQ6977</u>	Printer & Monitor	60003.30000.53103	775.48
<u>VEN02859</u>	DCG TECHNICAL SOLUTIONS, INC						
		APBWEST	Check	<u>52338</u>	Network Remote Support	60003.30000.52100	1,552.50
				<u>52770</u>	Network Remote Support	60003.30000.52100	103.50
				<u>52640</u>	Network Remote Support	60003.30000.52100	172.50
<u>VEN02872</u>	SPARK SYSTEMS INC						
		APBWEST	Check	<u>3571</u>	Phone System Maintenance	60003.30000.52100	1,157.40
<u>1799</u>	TYLER TECHNOLOGIES INC						
		APBWEST	Check	<u>025-165797</u>	UB Online Svc Fee and Transaction Fee	60003.30000.52200	225.00
<u>0429</u>	XEROX CORPORATION						
		APBWEST	Check	<u>085813605</u>	Copier Lease	60003.30000.53210	504.09
				<u>085417850</u>	Copier Lease	60003.30000.53210	505.71
				<u>085656059</u>	Copier Lease	60003.30000.53210	674.59
				<u>086051114</u>	Copier Lease	60003.30000.53210	711.89

Fund 60003 Total: 6,382.66

Fund: 60007 - INT SVC FND - PERSONNEL AND RISK MGMT

<u>VEN01103</u>	BEAN TOWN COFFEE HOUSE & BAKERY						
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Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APBWEST	Check	<u>052981</u>	Employee Event	60007.70100.53403	653.35
<u>1738</u>	DONNOE & ASSOCIATES INC						
		APBWEST	Check	<u>6178</u>	Recruitment Testing - WPO	60007.70101.52100	258.00
<u>0209</u>	FEDERAL EXPRESS CORPORATION						
		APBWEST	Check	<u>551836267</u>	Fed Ex	60007.70101.53999	15.59
				<u>549671081</u>	Shipping - Test	60007.70101.53999	31.70
<u>1359</u>	HIRERIGHT, LLC						
		APBWEST	Check	<u>H0083531</u>	Backgrounds	60007.70101.52100	333.17
<u>1410</u>	IDVILLE						
		APBWEST	Check	<u>3080921</u>	Printer Ribbon	60007.70100.53999	229.63
<u>1687</u>	POSTER COMPLIANCE CENTER						
		APBWEST	Check	<u>2641094-RN</u>	HR Poster	60007.70100.53409	345.00
<u>1599</u>	SIERRA MADRE PIZZA COMPANY						
		APBWEST	Check	<u>INV019122</u>	Employee Event	60007.70100.53403	548.40
<u>VEN02218</u>	SOCIETY FOR HUMAN RESOURCE MANAGEMENT						
		APBWEST	Check	<u>7334252</u>	SHRM Membership - MH	60007.70100.53409	175.00
Fund 60007 Total:							2,589.84
Fund:	71000 - WATER ENTERPRISE FUND						
<u>0821</u>	ACV SYSTEMS, LLC						
		APBWEST	Check	<u>2470</u>	MAINTENANCE PRESSURE REDUCING VALVES	71000.81100.52200	2,038.38
<u>0859</u>	AQUA METRIC						
		APBWEST	Check	<u>0061961-IN</u>	WATER METER AND PARTS	71000.81100.56011	2,847.62
<u>0139</u>	BISHOP COMPANY						
		APBWEST	Check	<u>410874</u>	SMALL TOOLS	71000.81100.53205	97.65
<u>1200</u>	BLUE DIAMOND MATERIALS						
		APBWEST	Check	<u>769982</u>	ASPHALT	71000.81100.53206	53.53
				<u>782023</u>	ASPHALT	71000.81100.53206	53.13
				<u>775419</u>	ASPHALT	71000.81100.53206	115.31
				<u>777179</u>	ASPHALT	71000.81100.53206	182.46
				<u>771330</u>	ASPHALT	71000.81100.53206	51.51
				<u>781951</u>	ASPHALT	71000.81100.53206	109.39
<u>VEN02309</u>	DANGELO CO INC						
		APBWEST	Check	<u>S1284182.002</u>	DISTRIBUTION SYSTEM MAINTENANCE SUPPLIE	71000.81100.53200	86.63
<u>VEN02159</u>	ECKERSALL LLC						
		APBWEST	Check	<u>20160023</u>	GIS ANNUAL MAINTENANCE	71000.81100.52100	1,500.00
<u>VEN02664</u>	HOPKINS TECHNICAL PRODUCTS INC						
		APBWEST	Check	<u>3616301077</u>	GS-12 Medora Corp Grid Bee Tank Mixer	71000.81100.53209	10,542.20
<u>VEN01500</u>	INLAND WATER WORKS SUPPLY CO.						
		APBWEST	Check	<u>286855</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	1,577.78
				<u>286854</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	1,243.59
				<u>286647</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	396.76
<u>0158</u>	VULCAN MATERIALS COMPANY						
		APBWEST	Check	<u>71223148</u>	ASPHALT COLD MIX	71000.81100.53206	629.50
Fund 71000 Total:							21,525.44
Fund:	72000 - SEWER						
<u>0139</u>	BISHOP COMPANY						
		APBWEST	Check	<u>410874</u>	SMALL TOOLS	72000.81200.53205	97.64
<u>VEN02159</u>	ECKERSALL LLC						
		APBWEST	Check	<u>20160023</u>	GIS ANNUAL MAINTENANCE	72000.81200.52100	1,000.00
<u>VEN02151</u>	HAAKER EQUIPMENT COMPANY						
		APBWEST	Check	<u>C24443</u>	EQUIPMENT	72000.81200.53200	1,368.79
Fund 72000 Total:							2,466.43
Report Total:							127,647.39



Packet: APPKT03126 - GEN A 092716
Vendor Set: 01 - Vendor Set 01

Check Date: 09/21/2016

Table with columns: Vendor Number, Vendor Name, Bank Code, Payment Type, Invoice #, Invoice Description, Account Number, Distribution Amount. Includes entries for Fund 10000 - GENERAL FUND and Fund 37004 - LOCAL TRANSPORTATION/PROP A.

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Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>1717</u>	LACMTA				
APBWEST	Check	<u>800064750</u>	Senior Disable Tap Card	37006.72000.52999	72.00
Fund 37006 Total:					72.00
Fund: 60001 - INT SVC FND - FACILITIES MGT					
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE				
APBWEST	Check	<u>075381</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	35.68
		<u>075647</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	26.11
		<u>075583</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	10.31
		<u>075332</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	12.42
		<u>075645</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	15.23
		<u>075587</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	23.97
		<u>075527</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	24.19
		<u>075606</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	6.52
		<u>075578</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	49.67
		<u>075264</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	55.24
		<u>075327</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	28.33
		<u>073361</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	15.24
		<u>075469</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	15.25
		<u>075438</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	15.25
		<u>075370</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	34.23
		<u>075230</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	9.79
		<u>075225</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	5.54
<u>0833</u>	HOME DEPOT				
APBWEST	Check	<u>7042464</u>	HOME DEPOT	60001.83200.52301	86.38
		<u>9340013</u>	CR MEMO FOR 36 IN DELRAY GRV HINGED MET/	60001.83200.52301	-81.73
		<u>9115564</u>	HOME DEPOT	60001.83200.52301	151.98
		<u>9970717</u>	HOME DEPOT	60001.83200.52301	157.81
<u>0336</u>	POST ALARM SYSTEMS				
APBWEST	Check	<u>906260</u>	ALARM MONITORING	60001.83200.52200	50.87
Fund 60001 Total:					748.28
Fund: 60002 - INT SVC FND - ADMINISTRATION					
<u>0273</u>	LEAGUE OF CALIF. CITIES				
APBWEST	Check	<u>3315</u>	Los Angeles County Division Dues	60002.30000.53409	1,081.50
<u>0352</u>	SAN GAB VALLEY COUNCIL OF GOVERNMENTS				
APBWEST	Check	<u>2025</u>	Membership FYE17	60002.30000.53409	8,828.00
Fund 60002 Total:					9,909.50
Fund: 60003 - INT SVC FND - TECHNOLOGY					
<u>1786</u>	AXONTECH LLC				
APBWEST	Check	<u>7483</u>	Computer supplies	60003.30000.53103	1,284.88
<u>VEN02853</u>	NPC BUSINESS SERVICE GROUP				
APBWEST	Check	<u>1494</u>	Phone System Maint Services	60003.30000.55005	180.52
<u>1641</u>	RICOH AMERICAS CORP				
APBWEST	Check	<u>51344177</u>	COPIER LEASE	60003.30000.53210	810.92
		<u>50984957</u>	COPIER LEASE	60003.30000.53210	773.44
<u>1476</u>	RICOH AMERICAS CORPORATION				
APBWEST	Check	<u>5044356849</u>	Copier Lease	60003.30000.53210	153.84
Fund 60003 Total:					3,203.60
Fund: 60007 - INT SVC FND - PERSONNEL AND RISK MGMT					
<u>0842</u>	ANTOINETTE BUCKNER				
APBWEST	Check	<u>INV019126</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	466.11
<u>1428</u>	DAN GINTER				
APBWEST	Check	<u>INV019127</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	466.11
<u>0913</u>	IRWINDALE INDUSTRIAL CLINIC				
APBWEST	Check	<u>2130-681668</u>	Physicals	60007.70101.52106	70.00
<u>1044</u>	JESSE TORIBIO				
APBWEST	Check	<u>INV019128</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	233.06
<u>1156</u>	JOHN FORD				
APBWEST	Check	<u>INV019129</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	326.28
<u>VEN01660</u>	LISA VOLPE				
APBWEST	Check	<u>INV019130</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	372.89

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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
<u>1711</u>	MARIO OLANO				
APBWEST	Check	<u>INV019131</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	466.11
<u>0704</u>	STEPHEN ABERNETHY				
APBWEST	Check	<u>INV019132</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	466.11
<u>2016</u>	STEVE POCK				
APBWEST	Check	<u>INV019133</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	466.11
Fund 60007 Total:					3,332.78
Fund: 71000 - WATER ENTERPRISE FUND					
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE				
APBWEST	Check	<u>075481</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	12.19
		<u>075495</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	2.16
		<u>075528</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	13.06
		<u>075522</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	10.88
		<u>075472</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	3.26
		<u>075536</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	4.12
		<u>075224</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	11.54
		<u>075535</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	22.88
<u>VEN02856</u>	BEE EMERGENCY RESPONSE TEAM				
APBWEST	Check	<u>29823</u>	BEE REMOVAL	71000.81100.52200	125.00
<u>VEN02222</u>	RUSSELL CORBY				
APBWEST	Check	<u>1294</u>	EQUIPMENT AND SUPPLIES - SECURITY CAMERA	71000.81100.56009	5,444.55
<u>1820</u>	TARGET MAILING SERVICES INC				
APBWEST	Check	<u>34840</u>	Mailing Services/Water Bills	71000.32000.53101	1,168.11
Fund 71000 Total:					6,817.75
Fund: 77004 - SERVICES MOVIE/OES DETAILS					
<u>VEN02870</u>	ABC				
APBWEST	Check	<u>INV019125</u>	Refund of filming deposit	77004.00000.23001	2,490.50
Fund 77004 Total:					2,490.50
Report Total:					45,115.33



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Packet: APPKT03120 - LIB 092716
Vendor Set: 01 - Vendor Set 01

Check Date: 09/21/2016

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND					
<u>0132</u>	BAKER & TAYLOR, INC.				
APBWEST	Check	<u>4011695645</u>	Processing Fees	10000.90000.52200	4.48
		<u>4011699886</u>	Processing Fees	10000.90000.52200	79.33
		<u>4011703504</u>	Processing Fees	10000.90000.52200	18.09
		<u>4011699803</u>	Processing Fees	10000.90000.52200	40.31
		<u>4011684571</u>	Processing Fees	10000.90000.52200	49.29
		<u>4011699885</u>	BOOKS AND REFERENCE	10000.90000.53406	1,381.40
		<u>4011693117</u>	BOOKS AND REFERENCE	10000.90000.53406	404.73
		<u>4011703503</u>	BOOKS AND REFERENCE	10000.90000.53406	453.08
<u>1688</u>	BAYSCAN TECHNOLOGIES				
APBWEST	Check	<u>49572</u>	Library Supplies	10000.90000.53100	83.00
<u>VENO2227</u>	CHRISTINE SMART				
APBWEST	Check	<u>INV019178</u>	Reimburse Christine Smart for Library Programs	10000.90000.53999	114.00
<u>0598</u>	DEMCO, INC.				
APBWEST	Check	<u>5932300</u>	Library Supplies	10000.90000.53100	128.08
<u>0314</u>	OCLC, INC.				
APBWEST	Check	<u>0000484036</u>	2016-2017- OCLC & Baker & Taylor Subscription:	10000.90000.52200	445.33
<u>0786</u>	OFFICE DEPOT, INC				
APBWEST	Check	<u>860946645001</u>	Office Supplies	10000.90000.53100	2.61
		<u>860940924001</u>	Office Supplies	10000.90000.53100	37.71
<u>VENO1620</u>	TANGRAM				
APBWEST	Check	<u>532716</u>	Task Chair	10000.90000.53999	193.47
<u>1504</u>	TEAMSFTWARE SOLUTIONS				
APBWEST	Check	<u>9688</u>	Annual Renewal of Public Web Browser	10000.90000.53409	125.00
Fund 10000 Total:					3,559.91
Fund: 39002 - LIBRARY - GIFT AND MEMORIAL					
<u>0132</u>	BAKER & TAYLOR, INC.				
APBWEST	Check	<u>4011701106</u>	Gift & Memorial Books and Reference	39002.90000.53406	25.86
Fund 39002 Total:					25.86
Fund: 39006 - FRIENDS OF THE LIBRARY DONATION FUND					
<u>0115</u>	AMERICAN LIBRARY ASSOCIATION				
APBWEST	Check	<u>0073656808</u>	LIBRARY DISPLAY MATERIALS	39006.90000.53999	41.40
<u>0132</u>	BAKER & TAYLOR, INC.				
APBWEST	Check	<u>T43186570</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	32.69
		<u>B24149670</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	12.24
		<u>4011695644</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	9.06
		<u>4011699802</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	243.29
		<u>T43558470</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	33.85
		<u>T43558480</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	72.52
		<u>B25105390</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	4.89
		<u>4011684570</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	238.89
		<u>T43558471</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	40.01
		<u>T43558481</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	334.64
		<u>4011700684</u>	Friends Books and Reference	39006.90000.53999	20.45
<u>0218</u>	GAYLORD BROTHERS				
APBWEST	Check	<u>2444052</u>	Archival Office Supplies	39006.90000.53999	31.98
Fund 39006 Total:					1,115.91
Report Total:					4,701.68



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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

City of Sierra Madre Agenda Report

TO: Honorable Mayor and Members of the City Council

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

SUBMITTED BY: Michael Amerio, City Treasurer *MA*
Marcie Medina, Finance Director *MM*

DATE: September 27, 2016

SUBJECT: Treasurer's Report – Quarter Ending March 31, 2016

Summary

Attached is the 3rd quarter of the Treasurer's Report for the 2015-16 fiscal year.

Analysis

The fiscal officer is presenting to the City Council a quarterly treasurer's report along with a statement that the City has sufficient investment liquidity and revenues to be able to meet the City's expenditure requirements for the next six months. In addition, the statement verifies that the investments are in compliance with the City's Statement of Investment Policy.

Fiscal Impact

None.

Public Notice Process

This item has been noticed through the regular agenda notification process.

Recommendation

Receive and file the Treasurer's Report for the cash and investment portfolio for quarter ending March 31, 2016.

Attachments

Treasurer's Report for January – March 2016.

**CITY OF SIERRA MADRE
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
January - March 2016**

CITY CASH

ACCOUNT	INSTITUTION	BALANCE	RATE
ALL	BANK OF AMERICA	\$ 2,740,054.33	0.000%
ALL	BANK OF THE WEST	\$ 830,212.94	0.000%
	TOTAL	\$ 3,570,267.27	

ACCOUNT NAME	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
General Account	BANK OF AMERICA	10,899,002.18	4,330,526.68	(12,489,474.53)	2,740,054.33	0.00%
General Account	BANK OF THE WEST	-	2,530,617.25	(1,700,404.31)	830,212.94	0.00%
	TOTAL	\$ 10,899,002.18	\$ 6,861,143.93	\$ (14,189,878.84)	\$ 3,570,267.27	

CITY INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	STATED RATE
LOCAL AGENCY INVESTMENT FUND	\$ 15,596,800.23	\$ 15,596,800.23	\$ 15,596,800.23	100.00%	0.46%
TOTAL	\$ 15,596,800.23	\$ 15,596,800.23	\$ 15,596,800.23	100.00%	

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUND	\$ 7,290,053.02	\$ 9,306,747.21	\$ (1,000,000.00)	\$ 15,596,800.23	0.46%
TOTAL	\$ 7,290,053.02	\$ 9,306,747.21	\$ (1,000,000.00)	\$ 15,596,800.23	

CITY - TOTAL CASH AND INVESTMENT \$ 19,167,067.50

FISCAL AGENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	STATED RATE
BNY MELLON	1,551,232.70	\$ 1,551,232.70	\$ 1,551,232.70	100.00%	0.00%
TOTAL	\$ 1,551,232.70	\$ 1,551,232.70	\$ 1,551,232.70	100.00%	

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
BNY MELLON/ Water 1998	1,416.22	0.00	0.00	1,416.22	0.00%
BNY MELLON/ Water 1998 Reserve	529,063.56	15.36	0.00	529,078.92	0.00%
BNY MELLON/ Tax 1998 Reserve Fund	401,615.86	11.86	0.00	401,627.72	0.01%
BNY MELLON/ Fin Auth Water 2003 Reserve	619,092.66	17.18	0.00	619,109.84	0.00%
TOTAL	\$ 1,551,188.30	\$ 44.40	\$ 0.00	\$ 1,551,232.70	

CITY - TOTAL FISCAL AGENT \$ 1,551,232.70

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

Michael Amerio 9/19/16

Michael Amerio, City Treasurer

Date



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

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

City of Sierra Madre Agenda Report

TO: Honorable Mayor and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

SUBMITTED BY: Marcie Medina, Finance Director 

DATE: September 27, 2016

SUBJECT: FY 2016-17 Investment Policy

BACKGROUND

The City's Investment Policy is reviewed on an annual basis. There are no changes to the Investment Policy since it was updated and approved by City Council on March 22, 2016. Staff recommends adoption of Resolution 16-60.

ANALYSIS

Annually, in accordance with California government code, the City reviews and approves its investment policy. Resolution No.16-60 adopts the investment policy for the fiscal year ending June 30, 2017.

FISCAL IMPACT

There is no financial impact from this action.

PUBLIC NOTICE PROCESS

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

STAFF RECOMMENDATION

Staff is approval of Resolution 16-60, adoption of the FY 2016-2017 Investment Policy.

Attachments:

1. Resolution 16-60: Approval of Investment Policy for FY 2016-17
2. Statement of Investment Policy

RESOLUTION NO. 16-60

A RESOLUTION OF THE CITY OF SIERRA MADRE APPROVING THE STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2016-2017

WHEREAS, the California State Legislature passed legislation amending California Government Code 53600 et seq. with respect to authorized investments, written statement of investment policy and quarterly reporting by local public agencies; and

WHEREAS, the Governor of the State of California signed such legislation into law, California Government Code 53600 et seq.; and

WHEREAS, the City Treasurer and the Finance Director of the City of Sierra Madre declare the Statement of Investment Policy to be as attached.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sierra Madre claims that a Statement of Investment Policy for the City of Sierra Madre has been filed by the City Treasurer and Finance Director for the fiscal year 2016-201.

APPROVED AND ADOPTED this 27th day of September 2016.

ORIGINAL SIGNED

Gene Goss, Mayor, City of
Sierra Madre, California

I hereby certify that the foregoing Resolution No. 16- was adopted at a regular meeting of the City Council of the City of Sierra Madre held on this 27th day of September 2016 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED AS TO FORM:

ATTEST:

Terri Highsmith,
City Attorney

Melinda Carrillo,
City Clerk

CITY OF SIERRA MADRE
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2016 – 2017

I. PURPOSE

The purpose of this Investment Policy is to establish investment guidelines for the City Treasurer. Each transaction and the entire portfolio must comply with California Government Code Section 53600, et seq., and this policy.

The City Council of the City of Sierra Madre and its related authorities and agencies recognizes its responsibility to properly direct the investments of funds under its care. The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

II. SCOPE

This Investment Policy applies to all financial assets of the City of Sierra Madre as accounted for in the Annual Report. Funds specifically exempt from this policy include bond proceeds, employee deferred compensation plans, funds held in trust with the City with specific investments instructions, and any funds held in employee pension plans. Policy statements outlined in this document focus on the City of Sierra Madre's pooled funds, but will also apply to all other funds under the City Treasurer's span of control unless specifically exempted by statute or ordinance.

The primary guiding investment policy for bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board. As a minimum standard for the investment of bond proceeds, the governing bond documents will have permitted investment language that follows guidelines used by one of the two largest bond insurers in the United States. Deviations from this guideline may be made with the expressed consent of the City Council.

III. PRUDENCE

The standard to be used by investment officials shall be that of a "prudent expert" and shall be applied in the context of managing all aspects of the overall portfolio. 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. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

The City Treasurer and designees appointed to manage the investment portfolio, acting within the intent and scope of this 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 expectation are reported in a timely manner and appropriation is taken to control adverse developments.

IV. INVESTMENT OBJECTIVES

All investments shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for all investments are ranked in order of importance.

- Safety – The preservation of principal is the primary objective. The City will undertake investments in a manner that ensures the preservation of capital in the overall portfolio.
- Liquidity – As a second objective, the investment portfolio should remain sufficiently flexible to enable the City Treasurer to meet all operating requirements, which may be reasonably anticipated. To the extent possible, the maturity of investments selected will match the projected City's cash requirements, including an amount to cover reasonably estimated contingencies.
- Public Trust – In managing the investment portfolio, the City Treasurer and authorized investment officials should avoid any transactions that might impair public confidence.
- Diversification - The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.
- Reasonable Market Rate of Return – All investments should be designed to attain market average rate of return through budgetary and economic cycles, consistent with the average maturity of its portfolio and the credit quality of its securities.

The investment function will have additional goals of: assuring ongoing compliance with Federal, State and local laws governing the investment of funds kept by the City, maintaining reserves for long term projects and contingencies, and establishing quality standards and limits to type of investments made and with which institutions investments are placed with.

V. DELEGATION OF AUTHORITY

Under authority granted by the City Council, the City Treasurer is responsible to invest and reinvest all unexpended funds in the City treasury. Daily management responsibility of the investment program has been delegated to the City Treasurer, who shall establish procedures for the operation consistent with this investment policy.

The City Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City's funds in accordance with this policy, California Government Code Sections 53600, et seq., and all other related Federal and State laws. In the absence of the City Treasurer, the City Manager or his/her designee will serve as the chief investment officer. The City Treasurer may appoint deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

The City Manager's responsibility includes establishing, monitoring and maintaining a strong system of investment controls. The City Manager will provide periodic oversight to the investment function that includes but is not limited to reviewing quarterly investment reports issued by the City Treasurer.

The City Council's primary responsibilities over the investment function includes establishing investment policies, annually reviewing such policies, reviewing quarterly investment reports issued by the City Treasurer, authorizing bond documents and other unique financing transactions, and authorizing any deviations from the City's investment policies.

The City may, in its discretion, engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. ETHICS AND CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which may impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the City Manager any financial interests with a financial institution, provider, dealer or broker that conducts business with the City. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of the City's portfolios.

All bond issue providers including but not limited to underwriters, bond counsel, financial advisors, brokers and dealers, will disclose any fee sharing arrangements or fee splitting to the City Manager prior to the execution of any transactions. The providers must disclose

the percentage share and approximate dollar amount share to the City prior to the execution of any transactions.

Additionally, the City Treasurer is required to annually file appropriate financial disclosures as required by the Fair Political Practices Commission (FPPC).

VII. INDEMNIFICATION OF INVESTMENT OFFICIALS

Any investment officer exercising his/her authority with due diligence and prudence, and in accordance with the City's Investment Policy, will not be held personally liable for any individual investment losses or for total portfolio losses.

VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The City Treasurer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services 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). No public deposit shall be made except in a qualified public depository as established by state laws. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Treasurer with the following: (e.g. audited financial statements, proof of National Association of Security Dealers certification, trading resolution, proof of State registration, certification of having read the City's investment policy and depository contracts.

An annual review of the financial condition and registrations of qualified bidders will be conducted.

IX. AUTHORIZED AND SUITABLE INVESTMENTS

The investing of City funds is governed by the California Government Code, Sections 53600 et seq. Within the context of the limitation, the following investments are authorized, as further limited herein:

1. United States Treasury Bills, Bonds, and Notes or those for which the full faith credit of the United States is pledged for payment of principal and interest.
2. Obligations issued by Government Sponsored Enterprises such as the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCBS), the Federal Home Loan Banks (FHLB), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), Federal Agricultural Mortgage Corporation (FAMCA) and the Tennessee Valley Authority.

Investments detailed in Item 3 and Item 4 are further restricted to a percentage of the cost value of the portfolio in any one-issuer name to a maximum of 5%. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth.

3. Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as banker's acceptances. Banker's acceptances purchased may not exceed 180 days to maturity or 40% of the market value of the portfolio. No more than 30% may be invested in the banker's acceptances of any one commercial bank pursuant to this section.
4. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO) that is "A" or higher, or the equivalent, by an NRSRO, having assets in excess of \$500,000,000. Purchases of eligible commercial paper may not exceed 270 days to maturity nor represent more than 10% of the outstanding paper of the issuing corporation. Purchases of commercial paper may not exceed 25% of the market value of the portfolio.
5. Negotiable Certificates of Deposit issued by nationally or state chartered banks or state or federal savings institutions. Purchases of negotiable certificates of deposit may not exceed 30% of the total portfolio. A maturity limitation of five (5) years is applicable.
6. Repurchase agreements, which specify terms and conditions, may be transacted with banks and broker dealers. The maturity of the repurchases agreements shall not exceed 92 days. The market value of the securities used as collateral for the repurchase agreements shall be monitored by the investment staff and shall not be allowed to fall below 102% of the value of the repurchase agreement. Repurchase agreements may not exceed 20% of the market value of the portfolio.
7. Local Agency Investment Fund (LAIF), a State of California managed investment pool, may be used up to the maximum permitted by California State Law.
8. Bonds, notes, warrants, or other evidences of indebtedness of the State of California or of any local agency within the State of California, or of the other 49 states, 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. A maximum of 10% may be invested in municipal obligations and the maturity of these investments shall not exceed 5 years. In addition, the issuer itself must have a minimum credit rating of "A" or equivalent by a NRSRO.

The City Treasurer shall provide a table with each quarterly investment report that indicates compliance with the above noted percentage limit for each investment type.

Ineligible investments include the following but are not limited to: mutual funds with weighted average maturities greater than 91 days, reverse repurchase agreements, medium term corporate notes, investment agreements, guaranteed investment agreements, zero interest accrual bonds, first mortgages or trust deeds, inverse floaters, range notes, interest-only strips, and common stocks.

X. COLLATERALIZATION

In accordance with California Government Code Section 53652, depository institutions shall secure all active and inactive deposits in excess of insured amounts, including certificates of deposits. Collateral shall be maintained with the agent of depository.

XI. SAFEKEEPING

All security transactions, including collateral for repurchase agreements, entered into by the City of Sierra Madre shall be conducted on a delivery versus payment basis. The City will utilize a third party custodian for the holding of investments.

XII. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Pursuant to State law, no investments shall have a maturity in excess of five years, unless the Code specifies a shorter maximum maturity. Investments related to bond reserve funds are not subject to this maximum.

XIII. INTERNAL CONTROLS

The Finance Department shall establish a system of internal controls, which shall be reviewed by the City's independent auditors. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent action by employees and officers of the City.

XIV. LEVERAGING

The City may not purchase investments on a margin or through a margin account. The City may not leverage its investments through the use of reverse repurchase agreements.

XV. REPORTING

The City Treasurer or designee shall submit quarterly investment reports to the City Council within 60 days of the quarter end. This report will include elements of the quarterly reports as prescribed by Government Code Section 53646. Required elements of the quarterly report include:

1. Type of Investment
2. Name of Institution
3. Date of Maturity
4. Amount of Deposit or Cost of Security
5. Current Market Value of All Securities and Source of the Valuation
6. Rate of Return
7. Statement that the portfolio is in compliance with this investment policy and if not, the manner in which the portfolio is not in compliance
8. Statement denoting the ability of the City to meet its pool's expenditures requirements for the next six months

XVII. POLICY ADOPTION

The City of Sierra Madre Investment Policy is adopted annually by resolution of the City of Sierra Madre legislative authority. The City Treasurer and the City Manager will review the policy on an annual basis and recommend modifications to the City of Sierra Madre City Council. Whether or not modifications are made to this investment policy, the City Council will review the policy on annual basis in accordance with State law.



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Laura M. Aguilar, Assistant to the City Manager 

DATE: September 27, 2016

SUBJECT: Review of the Sierra Madre Conflict of Interest and Disclosure Monitoring Agency Code

SUMMARY

The Political Reform Act requires every local agency to review its conflict-of-interest code biennially, in even number years. It is time to review the City's conflict-of-interest code for individuals required to file Fair Political Practices Commission (FPPC) forms.

There are no substantive amendments required as part of the current update. Staff recommends the City Council review and approve the City's biennial Conflict of Interest Code as required by the Political Reform Act.

Occasionally more extensive or substantive amendments are required. When this is the case, specific noticing requirements must be adhered to.

ANALYSIS

The review and update of the City's conflict-of-interest code is a multi-step process. It can best be summarized as:

1. Preparing a "2016 Local Agency Biennial Notice" – this notice has been prepared, posted, and is attached to this staff report.
2. The code must then be forwarded for approval by the City Council after posting the "2016 Local Agency Biennial Notice" for 45 days.

FINANCIAL REVIEW

There is no financial impact associated with this item.

PUBLIC NOTICE PROCESS

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

ALTERNATIVES

1. The City Council may choose to approve the City's biennial Conflict of Interest Code without amendment.
2. The City Council may choose provide further direction to staff.

STAFF RECOMMENDATION

Staff recommends the City Council review and approve the City's biennial Conflict of Interest Code as required by the Political Reform Act.

Attachments:

1. Notice of Intention to Adopt a Conflict of Interest Code

**CITY OF SIERRA MADRE CITY COUNCIL
NOTICE OF INTENTION TO ADOPT A CONFLICT OF INTEREST CODE
AUGUST 4, 2016**

NOTICE IS HEREBY GIVEN that the City of Sierra Madre City Council (City) intends to review its Conflict of Interest Code per Government Code section 87306 and 87300-87302.

The proposed code consists of the model code prepared by the Fair Political Practices Commission (FPPC) as found at Title 2 of the California Code of Regulations, Section 18730. It will include a list of designated officials consisting of the members of the City of Sierra Madre City Council, staff and consultants, all of whom will be required to disclose under either Category 1 or 2 of the model code. However, as authorized by the model code, the City Manager of the City of Sierra Madre may determine in writing that any particular consultant's duties do not require full disclosure compliance.

A 45-day written comment period has been established commencing on August 4, 2016 and terminating on September 18, 2016. Copies of the proposed code and all of the information upon which it is based may be obtained free from the City of Sierra Madre City Hall, Office of the City Manager, 232 West Sierra Madre Blvd., Sierra Madre, California, 91024. Any interested person may present written comments concerning the proposed code no later than September 19, 2016 to the City of Sierra Madre in person or in writing to Ms. Laura Aguilar, Assistant to the City Manager for the City of Sierra Madre, Sierra Madre City Hall, 232 West Sierra Madre Blvd., Sierra Madre, California, 91024. No public hearing on this matter will be held unless any interested person or his or her representative requests, no later than 15 days prior to the close of the written comment period, a public hearing.

The City of Sierra Madre has prepared a written explanation of the reasons for the designations and the disclosure responsibilities and has available all the information upon which its proposal is based.

APPENDIX "A"
DESIGNATED EMPLOYEES

<u>DEPARTMENT/POSITION</u>	<u>DISCLOSURE CATEGORY</u>
City Councilmembers	II
City Treasurer	II
City Clerk	II
City Attorney	II
City Manager	II
Assistant City Manager	II
Planning Commissioners	II
Finance Director	II
Public Works Director	I
Development Services Director	I
Director of Library Services	I
Director of Human Resources	I
Police Chief	I
Fire Chief	I
Police Captain	I
Fire Captain	I
Deputy Director of Public Works	I
Accounting Manager	I
Community Services Manager	I
Library Services Manager	I
Senior Planner	I
Fire Inspector	I
Building Inspector	I
Plan Checker	I
City Engineer	I
Energy, Environment and Natural Resources Commissioners	I
Community Services Commissioners	I
Members of the Library Board of Trustees	I

CONSULTANTS

Consultants are defined for reporting purposes as persons who prepare a product or perform services of a general nature and/or an on-going basis and participate by direct advice to the decision makers. Generally, consultants who prepare a product or perform services for a single specific matter are not the type of consultants required to be covered by a code, whereas consultants who provide more general assistance and advice to a government agency on an on-going basis should be covered. Only those consultants who provide the City with an ongoing service or advice will be required to disclose, and that shall be pursuant to the Type I category.

DISCLOSURE CATEGORIES

- I = Original Form 700 filed in Sierra Madre City Clerk's Office.
- II = Original Form 700 filed with Fair Political Practices Commission (FPPC), Sacramento and a copy filed in Sierra Madre City Clerk's Office



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Bruce Inman, Director of Public Works 

DATE: September 27, 2016

SUBJECT: RECOMMENDATION TO APPROVE VEHICLE AND EQUIPMENT PURCHASES

SUMMARY

The approved FY 2016-17 Budget includes an amount of \$338,600 for the purchase of four replacement vehicles and one new backhoe/loader. Staff recommends that the City Council approve the expenditure of \$299,137 for the purchase of 1 Ford Transit Connect minivan, 2 Ford F-250 Super-Duty pickups, 1 Ford F-650 dump truck, as replacements for existing fleet vehicles, and one Caterpillar 420F2 HRC Backhoe/Loader to replace the existing backhoe loader.

ANALYSIS

The Public Works Department is proposing to replace several vehicles this fiscal year. The purposes of the vehicle replacements vary, from vehicle age, to repetitive mechanical difficulties, to AQMD diesel requirements. The vehicles and their replacements are:



Unit 5105 is a 1997 GMC Sonoma, with over 107,000 miles. This small truck is one of a pair of trucks purchased specifically for use on the narrow streets of the Canyon. It proved to be an unsuccessful experiment, as the two vehicles were not designed for the heavy use that they have received. The unit was declared surplus by the City Council on March 8; it is unserviceable and has been parked for several months.

Staff proposes to replace 5105 with a 2017 Ford Transit Connect van. This would become the vehicle that is driven to and from home by the water department duty man

Proposed Vehicle Purchases

September 27, 2016

Page 2 of 4

weekends and evenings. It would be a better vehicle for that use than the full-size utility body pickups that are currently used for that purpose, as it would get substantially better gas mileage and have the ability to keep all necessary tools and emergency supplies locked up when unattended. The Transit Connect could also be used for light duty work such as meter reading, water quality sampling, and customer service activities as 5105 was used before it was taken out of service. The approved FY 2016-17 budget provides \$32,300 for the proposed purchase. The quoted cost of the Transit Connect van is \$32,343.23.

Unit 5101 is a 1996 Chevrolet Utility Pickup with approximately 115,000 miles. The truck is used daily by the street/sewer foreman and his staff performing a wide variety of tasks. The transmission is worn out, the suspension is worn out and staff reports recurring brake problems. If the City Council approves the replacement of this vehicle, 5101 will be declared surplus and auctioned off. Repairs are estimated at \$4,000.



Staff proposes to replace 5101 with a 2017 Ford F250 Super Duty pickup equipped with a utility bed. The FY 16-17 Budget provides \$37,300 for the replacement of this vehicle based on the price quoted in May of \$37,216.57 for a 2016 model year vehicle. The quoted 2017 vehicle cost is \$39,121.59.



Unit 5115 is a 2002 Chevrolet Utility Pickup with about 67,200 miles on it. The truck is used by water department staff. The engine has a warped head and coolant issues. The transmission has become troublesome and the suspension is worn out. Estimated repair costs are approximately \$8,000. If the City Council approves the replacement of this vehicle, 5115 will be declared surplus and auctioned off.

Staff proposes to replace 5115 with a 2017 Ford F250 Super Duty pickup equipped with a utility bed. The FY 16-17 Budget provides \$37,300 for the replacement of this vehicle based on the price quoted in May of \$37,216.57 for a 2016 model year vehicle. The quoted 2017 vehicle cost is \$39,121.59.

Unit 5124 is a 1982 C700 Ford Dump Truck, with 27,000 miles on it. Early in its career with Sierra Madre, the truck was wrecked in a collision with a tree, demolishing the cab and bending the frame.



The frame was straightened and the cab was replaced with one from a different model year. This diesel vehicle is not compliant with AQMD diesel fleet rules, the transmission is difficult to shift, the gauges don't work, there are repetitive brake problems, the steering system is worn out and steering parts are not replaceable. On the advice of the City's staff mechanic, the vehicle has been taken out of service.

To the extent that the vehicle can be repaired (parts available) the cost would be approximately \$23,000. If the City Council approves the replacement of this vehicle, 5101 will be declared surplus and auctioned off.

Staff proposes to replace this vehicle with a 2016 Ford F650 Regular Cab dump truck at a cost of \$81,305. The current budget provides \$82,000 for this vehicle replacement.



Unit 5201 is a 1993 John Deere loader backhoe with over 15,300 hours of use. Like unit 5124, this diesel equipment does not meet AQMD standards. All of the unit's hydraulic cylinders, pins, bushings and backhoe arms are excessively worn, resulting in imprecise operation of the backhoe arm and the lift bucket. The "sloppy" operation of the equipment requires greater operator expertise and

experience, slows work process, and can effect work site safety. Repair costs are estimated at \$20,000.

Staff proposes to replace 5201 with a Caterpillar equivalent, model 420F2 HRC Backhoe Loader. Budget provides an amount of \$145,000 for this purchase. The cost quoted from Quinn Caterpillar, the local National Joint Powers Alliance Caterpillar dealer, is \$107,237.50.

A brief note about repairs on these vehicles. Obviously, it is far less expensive to repair some of these vehicles than it is to replace them with new equipment. However, proceeding with costly repairs simply delays the inevitable; even with repairs having been done, the equipment will eventually get to the point where like No.'s 5105 and 5124 it cannot be repaired.

The four motor vehicles are proposed for purchase from National Auto Fleet Group. NAFG is the vendor awarded the National Joint Powers Alliance (NJPA) National Contract for Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks With Related Accessories. NJPA contracts #102811 were recently awarded by the NJPA Board of Directors under the category of "Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories." NJPA contracts are nationally solicited, competitively bid and awarded on behalf of NJPA current and potential government and education member agencies.

The backhoe loader is recommended for purchase from Quinn Caterpillar of the City of Industry. Quinn is also an NJPA dealer under contract (NJPA - Contract #032515-CAT.) Because formal bidding for these vehicles has already taken place, the purchase may be awarded under SMMC §3.08.080(D) Alternative Purchasing Procedures and additional bidding is not required.

FINANCIAL REVIEW

Vehicle purchases are funded via Internal Services account 60000.83100 for fleet maintenance purposes. There is adequate funding available for the proposed vehicle purchases:

Replace Unit 5105	Ford Transit Connect	\$32,345
Replace Unit 5101	Ford F-250 Utility Truck	\$39,125
Replace Unit 5115	Ford F-250 Utility Truck	\$39,125
Replace Unit 5124	Ford F-650 Dump Truck	\$81,305
Replace Unit 5120	Cat 420F2 HRC Backhoe	\$107,237
Total recommended expenditure		\$299,137

The projected June 30, 2017 fund balance in account 60000.83100 is approximately \$850,000 after operational and capital expenses, including the proposed purchases.

PUBLIC NOTICE PROCESS

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

STAFF RECOMMENDATION

Staff recommends that the City Council approve the expenditure of \$299,137 for the purchase of 1 Ford transit Connect minivan, 2 Ford F-250 Super-Duty pickups, 1 Ford F-650 dump truck, as replacements for existing fleet vehicles, and one Caterpillar 420F2 HRC Backhoe/Loader to replace the existing backhoe loader.



City of Sierra Madre Agenda Report

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Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Joe Ortiz, Police Captain 

REVIEWED BY: Larry Giannone, Director of Public Safety

DATE: September 27, 2016 

SUBJECT: Sierra Madre Police Department-Radio Console Replacement

SUMMARY

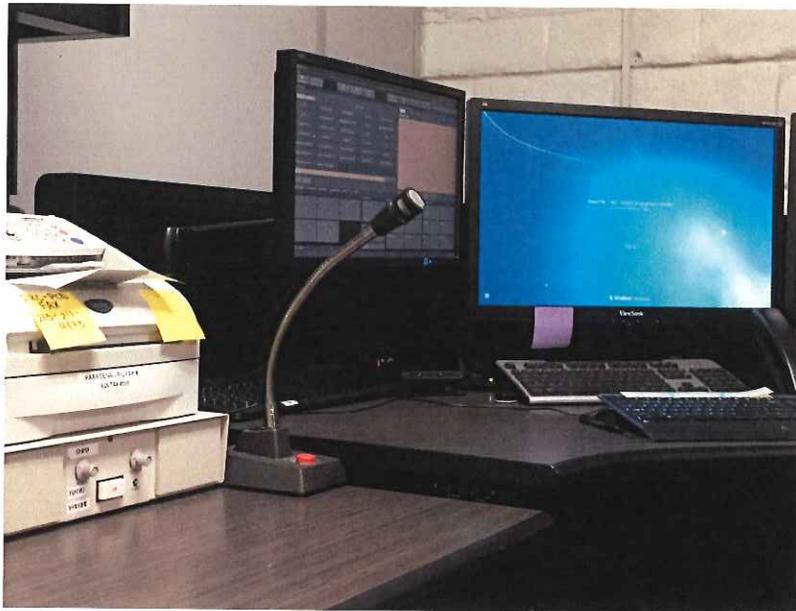
Dispatchers are the communications personnel that are responsible for the receiving and transmitting of reliable messages, the tracking of vehicles and equipment and the recording of other important information. Like most departments, the Sierra Madre Police Department (SMPD), use police dispatchers to relay information and coordinate their operations through radio systems. Essentially, the Dispatcher is responsible for the direction of all field units. The primary tool of the Dispatcher is the dispatch console. A dispatch console is a system that interfaces to a radio system, allowing the dispatcher to communicate directly with all police officers, Fire, EMS personnel and other police agencies to coordinate their activities. The two radio consoles for SMPD are approximately twenty years old. They are failing and in need of replacement. Staff recommends that the City Council approve the replacement of both radio consoles in the SMPD Dispatch Center.

BACKGROUND

The Power 911 Dispatch console currently being used by the police department was discontinued many years ago and is no longer manufactured or supported by any telecommunication company. The current issues with the system include intermittent transmission and reception of radio traffic. This often occurs during emergency calls for service or requests for help by police officers in the field causing an officer safety issue to exist. In addition to the inoperability of the radio transmission, the parts on the console continue to fail, with no replacement parts available and no technical support for the console.

ANALYSIS

The newer dispatch console systems are more reliable with less points of failure, allowing radio transmissions to clearly be heard when they are made from the dispatch center to field units. A newer dispatch console system will provide the dispatcher more abilities to ensure officer safety and efficiency in the field. Also, since most new console systems are Internet Protocol (IP), computer based, troubleshooting and solving issues takes less time. Remote troubleshooting allows for immediate repair and less down time waiting for a technician to arrive. The new consoles will be able to display the individual radio ID number so the dispatcher will know exactly who is talking. By knowing exactly which radio is transmitting, this will aid the dispatcher in keeping track of all the officers in the field or any misuse of our radio system.



A new dispatch console will have the ability to patch various radio systems together. If a patch were needed to bridge another department's radio system into the SMPD radio it could be done very easily. For example, if SMPD and Arcadia PD were working an incident and needed to talk to each other, the dispatcher can patch the traffic from the Arcadia PD radio system onto the SMPD channel and vice versa. This can be accomplished now with the current dispatch console, however, it can be a very involved process, timely and ties up several resources to perform this operation. Being a computer based solution, a new console will be more software based and have fewer proprietary components to support, and/or replace in case of failure.

Unlike the older dispatch consoles, the new consoles are an IP based system, which use current computer IP technology to communicate directly with the radios. This makes it easier to upgrade the console for any future system expansion and or enhancements. The newer console system also supports a custom Graphic User Interface (GUI) that can be configured as needed to SMPD specifications by trained SMPD personnel.

This will make the console more flexible and only use what is needed for the tasks at hand. This will enable the dispatcher to perform their job in a more efficient manner. In addition to the two new consoles in dispatch, a third console would be installed in the Emergency Operations Center of City Hall. This third console would provide the ability to communicate, incorporating radio over IP technology to provide a coherent assembly of various radios and interoperability with various radio technologies. This third console would allow communications with local agencies and other departments within the city in a stand-alone platform, aside from the consoles located in the dispatch center of the police department. There would be no further need for the old, interoperable, stand-alone remote radios currently being used in the E.O.C.

A request for estimates to replace both radio consoles in the dispatch center was made to three different contractors that provide services to public safety agencies in the Southern California region. The following are the three proposals received:

Total Fee Proposal	Two console(s)	three console(s)
Foothill Communications, Pasadena	\$106,291.50	\$122,181.50
Advanced Electronics, Redondo Beach	\$138,805.12	\$158,680.27
Day Wireless, Burbank	\$326,447.10	(No bid provided)

Staff is recommending the approval to purchase three Avtec radio consoles from Foothill Communications. The department currently has the Power 911 System, which is an Avtec product installed in our dispatch center. Utilizing an upgraded version of Avtec's product will limit the amount of down time our Dispatch Center experiences during the upgrade process, as well as simplify the training needs for SMPD personnel.

FISCAL IMPACT

In addition to Foothill Communications proposing to replace our existing Avtec Positron system with a Tier 1 Scout Plus system, the company is also providing a trade in value of \$7,225.00 for our old Avtec equipment. Foothill Communications is the lowest bidder on this project and the proposed system will serve the City's current needs. In addition to the total fee proposals above, the new system will require an annual maintenance fee and service contract. This will be an additional, annual cost of \$17,750.00. which will not be due until the beginning of the 2017/18 fiscal year. This Capital Expenditure Project was presented with the 2016/17 budget.

The City has \$160,000 remaining funds in the Capital Projects Fund that were originally budgeted for the City Hall Roof and Public Safety Roof. The two projects have been completed under the original estimate and with other monies available. These remaining funds would be sufficient to complete this project.

ALTERNATIVES

1. The City Council may choose to approve the acceptance of the radio console project and instruct the Director of Public Safety to sign the necessary documents to execute the agreement with the vendor.
2. The City Council may choose to not accept the radio console project and formally decline the competitive bid from the vendor.

STAFF RECOMMENDATION

Staff recommends the reallocation of \$122,181.50 of the 2015-16 Capital Project Funds to be appropriated for the Radio Dispatch Console Project and authorize the Director of Public Safety to execute the agreement.

Attachments: (3)

Copies of the quotes provided by three radio vendors.

- (A) Foothill Communications
- (B) Advanced Electronics
- (C) Day Wireless



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Sales Quotation

Avtec, Inc.
 100 Innovation Place
 Lexington, SC 29072
 (800) 310-7045 V
 (803) 358-3636 F
 www.avtecinc.com

		Purchasing Contact		Primary Site Information			
		Name: Larry Gianonne		Primary Site Information		Quote Number: 2015-2859F	
		Company: Sierra Madre Police Department				Quote Date: 8/1/2016	
		Address: 242 W Sierra Madre				Quote Expiration: 9/30/2016	
		City, State, Zip: Sierra Madre, CA 91024				Prepared by: D. Bremson	
		Phone: 626-355-5247				Approval Code: OS04152015	
		Email: lgiannone@cityofsierramadre.com				Mfg Rep: The Sales Group	
		Project Name: Sierra Madre Police Department - Positron to Scout Upgrade - Budgetary					
Item	Qty	Model Number	Description	Price Each	Extended Price		
Console (Operator) Position Hardware/Software							
1	2	T1-SCOUT-PLUS	Tier 1 Scout Plus Hardware Audio Package Console. includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface, Conventional DMR, Conventional P25, Conventional NXDN. Windows 7 PC, Monitor and other Standard series accessories not included. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.	\$ 11,495.00	\$ 22,990.00		
2	2	SFW-SCOUT-IRR	Software license for integrated, multi-channel IRR recorder for Scout Console Positions. One required per Tier 1 console, included with Tier 2 consoles.	\$ 1,495.00	\$ 2,990.00		
3	2	ACC-CPU-WIN7X64-DN	PC mini tower with dual NICs for Console Position or "Plus" Console Packages, MS Windows 7 Professional 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed.	\$ 1,260.00	\$ 2,520.00		
4	2	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 330.00	\$ 660.00		
5	2	ACCPLUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus	\$ 120.00	\$ 240.00		
6	4	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 495.00	\$ 1,980.00		
7	2	ACCPLUS-HMW-MTG1	Scout Media Workstation Plus Under Desk Mounting Kit - vertical orientation.	\$ 200.00	\$ 400.00		
					\$ 31,780.00		

ATTACHMENT A FOOTHILL COMMUNICATIONS



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Item	Qty	Model Number	Description	Price Each	Extended Price
Console (EOC) Position Hardware/Software					
8	1	T1-SCOUT-PLUS	Tier 1 Scout Plus Hardware Audio Package Console. includes Scout Media Workstation Plus, dual speakers, and serial cable. Includes Scout Standard Runtime, DMS, NENA Headset Interface, Conventional DMR, Conventional P25, Conventional NXDN. Windows 7 PC, Monitor and other Standard series accessories not included. Installation outside of North America requires a cable localization package, Model Number ACCPLUS-CLP-XX. One each required per console position.	\$ 11,495.00	\$ 11,495.00
9	1	SFW-SCOUT-IRR	Software license for integrated, multi-channel IRR recorder for Scout Console Positions. One required per Tier 1 console, included with Tier 2 consoles.	\$ 1,495.00	\$ 1,495.00
10	1	ACC-CPU-WIN7X64-DN	PC mini tower with dual NICs for Console Position or "Plus" Console Packages, MS Windows 7 Professional 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed.	\$ 1,260.00	\$ 1,260.00
11	1	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 330.00	\$ 330.00
12	1	ACCPLUS-FSW-SING	Single PTT footswitch, Scout Media Workstation Plus	\$ 120.00	\$ 120.00
13	2	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 495.00	\$ 990.00
14	1	ACCPLUS-HMW-MTG1	Scout Media Workstation Plus Under Desk Mounting Kit - vertical orientation.	\$ 200.00	\$ 200.00
					\$ 15,890.00
Console Equipment Subtotal					\$ 47,670.00



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 100 Innovation Place
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 www.avtecinc.com

Item	Qty	Model Number	Description	Price Each	Extended Price
Gateways and Endpoint Hardware/Software					
15	1	SFW-VPG-L0	Redundant VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses.	\$ 7,995.00	\$ 7,995.00
16	2	ACC-CPU-RM-WIN7X64	Industrial 1U Computer with Windows including Solid State hard drive and Windows7 Professional 64 bit OS. Rack mount for Cabinets. Requires DISP-XXXX for monitor, keyboard, etc. Used in a Scout System when a Standard Rack mount computer is needed.	\$ 4,825.00	\$ 9,650.00
17	6	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	\$ 2,195.00	\$ 13,170.00
18	1	SFW-MDC-1	License to add MDC1200 ANI capability to an OUTPOST-2R endpoint, 1 required per channel.	\$ 495.00	\$ 495.00
19	2	OUTPOST-TK5X10	Kit to add support for (1) each Kenwood mobile endpoint. Includes Software License. Cable included at no charge; Outpost purchased separately.	\$ 995.00	\$ 1,990.00
20	10	OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.	\$ 50.00	\$ 500.00
21	1	PKG-IO-VPGATE	Input-Output Package for Scout and DSPatchNET, includes one each 24-input, one each 24-output rack mount panel and power supply. 25 pr cabling is optionally purchased, PKG-INST-AUX-XX.	\$ 3,999.00	\$ 3,999.00
22	1	ACC-NETWK-24P-SFP4	24 Port Gigabit Switch with 4 SFP Ports	\$ 2,395.00	\$ 2,395.00
Gateway & Endpoint Equipment Subtotal:					\$ 40,194.00
Racking Equipment					
23	1	ACC-MTG-2U-RR	Kit to rack mount two (2) each ACC-CPU-RM-2008, WIN7 or -XP in 19" Relay Rack. 2U high.	\$ 375.00	\$ 375.00
24	2	OUTPOST-RACKMT-SHELF	3U Rack mount shelf (holds 1-4 Outposts)	\$ 165.00	\$ 330.00
25	1	PKG-INST-AUX-25	Type 66 Cabling/Punch block kit to install one auxiliary I/O package, 25' cables	\$ 769.00	\$ 769.00
Racking Equipment Subtotal:					\$ 1,474.00
Recommended Spare Equipment					
26	1	ACCPLUS-HJB	Headset/handset jack box (single jack), Scout Media Workstation Plus	\$ 495.00	\$ 495.00
27	1	ACC-HED-6W-NC	Complete 6W Headset, Plantronics Supra Model H251 Noise Canceling Microphone with plug-prong base.	\$ 330.00	\$ 330.00
28	1	ACCPLUS-MIC-DESK	PTT Desk Microphone, Scout Media Workstation Plus	\$ 595.00	\$ 595.00
Recommended Spare Equipment Subtotal:					\$ 1,420.00
Console Equipment, Software, & Licensing Total:					\$ 90,758.00



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 www.avtecinc.com

Item	Qty	Model Number	Description	Price Each	Extended Price
			ScoutCare Software and Hardware Maintenance		Year 1 ScoutCare and Hardware Maintenance Discounted 100%
29	1	SCOUTCARE-T1	Year 1 Annual Software Maintenance and Technical support.	\$ 6,292.50	\$0.00
30	1	SCOUTCARE-HARDWARE	Year 1 Annual Hardware Maintenance	\$ 2,440.40	\$0.00
			Additional ScoutCare Software and Hardware Maintenance. Up to 4 additional years may be purchased with no escalation. (see note 6)		
31	0	SCOUTCARE-T1	Annual Software Maintenance and Technical support.	\$ 6,292.50	\$ -
32	0	SCOUTCARE-HARDWARE	ScoutCare Hardware Option: Annual Extended Maintenance Program for hardware repairs. ScoutCare (on software) is a prerequisite for the Hardware Option to become effective.	\$ 2,440.40	\$ -
			Extended Maintenance & Support Subtotal:	\$	-
			Shipping, Handling, and Insurance		
33	1		Lump sum packaging, shipping, and insurance FOB Origin		\$ 606.52
			Professional Services and Expenses		
34	1		Project Labor and Expenses (see Statement Of Work for details)		\$ 15,050.00
29	1		Foothills Communications - Site survey, System installation assistance		\$ 8,970.00
			Shipping & Professional Services Subtotal:	\$	24,626.52
					Extended Price
			Total	\$	115,384.52
			Positron to Scout Upgrade/Trade-in	\$	(7,213.90)
			Sales Tax 9%	\$	8,168.22
			Grand Total	\$	116,338.84



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Sales Quotation

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 (803) 358-3636 F
 www.avtecinc.com

Item	Qty	Model Number	Description	Price Each	Extended Price
	<input checked="" type="checkbox"/>	The attached Quotation is valid only as part of a Statement of Work prepared in connection with a fully executed agreement between Avtec and Channel Partner.			
<u>Assumptions</u>					
	1	This system has been configured for Session Initiation Protocol (SIP) telephony. In the event analog phone lines are utilized, additional telephony gateways will be required.			
	2	Avtec VPGate works with VoIP logging recorders from Eventide Inc., EXACOM, Inc., HigherGround, Inc., Voice Print International, Inc. (VPI), Verint, and NICE/Cybertech.			
<u>Notes</u>					
	1	The proposed configuration is based on Avtec's understanding of the requirements provided to Avtec by the CHANNEL PARTNER/CUSTOMER.			
	2	Change orders will be processed for additional out-of-scope material and labor, or other required deviations from quotation.			
	3	Avtec expects that CHANNEL PARTNER/CUSTOMER will procure, configure, install, terminate and test all Network cable and infrastructure to support the Scout installation unless stated in the Scope of Work.			
	4	In the event outstanding payments are past due, no credit will be extended, regardless of established credit limit, until all past due amounts have been received in full by Avtec.			
	5	The proposed configuration includes 1 year of hardware and software warranty. Avtec Warranty covers defects and is effective 1 year from system acceptance.			
	6	ScoutCare pricing will not escalate when a client makes a multi-year contractual commitment (up to 5 years) to purchase at the time of system sale. Payment for multiple years of ScoutCare may be made at time of initial sale or annually, prior to the expiration of each coverage period.			
	7	Avtec reserves the right to correct mathematical or other errors in the quotation.			
	8	Restocking Fee: Except for defective products, all returned items will incur a 25% restocking fee. Returned items must be in unused condition in original packaging and Customer is responsible for return shipping, insurance and transport charges.			
	9	This Positron PowerRadio (Avtec DSPatch 32) to Avtec Scout upgrade requires return of existing DSPatch 32 equipment within 180 days of acceptance of Scout system. This offer only includes the radio dispatch portion of the PowerRadio system. Purchase must be made by quote expiration date to participate in upgrade/trade in offer.			
<u>Payment Terms</u>					
Payment Milestones shall be based upon the following schedule:					
1) 30% of equipment down payment Net 30 from PO acceptance and prior to shipment. 2) 70% of equipment Net 30 from shipment to site. 3) Avtec Services Payment due Net 30 from system acceptance.					
<i>Channel Partner/Customer shall pay all amounts due Avtec under this Agreement without deduction or offset in United States dollars by either (i) direct transfer of immediately available funds to Avtec's bank account designated by Avtec from time to time, or (ii) by delivery to Avtec of Channel Partner/Customer's check drawn on a bank domiciled in the United States and backed by sufficient funds. Without limiting the generality of the foregoing, in no event may any payment due Avtec be made by credit card without the prior express written authorization of Avtec.</i>					



Foothill Communications, LLC
 133 N. San Gabriel Blvd #206
 Pasadena, CA 91107
 (626)744-9292
 kenji@foothillcommunications.com

ADDRESS

Sierra Madre Police
 Department
 242 W Sierra Madre
 Sierra Madre, CA 91024

SHIP TO

Sierra Madre Police
 Department
 242 W Sierra Madre
 Sierra Madre, CA 91024

QUOTE 1880

DATE 08/01/2016

EXPIRATION DATE 10/07/2016

DATE	ITEM	QTY	RATE	AMOUNT
08/01/2016	Laird-ANXFG4805-480-490MHz 4.5dB Fiberglass Omni Antenna, 250 watt with direct N female termination. Gold base.	1	192.00	192.00T
08/01/2016	Times Microwave-TIMLMR400/1- 3/8" Braided Flexible Foam Dielectric 50 Ohm Coax Cable LMR standard is a UV Resistant Polyethylene jacketed cable designed for 20-year service outdoor use. The bending and handling characteristics are significantly better than air-dielectric and corrugated hard-line cables.	100	1.10	110.00T
08/01/2016	Laird / Antenex-ANXFM2-2 Piece Aluminum Base Station Antenna Mounting Bracket	1	33.95	33.95T
08/01/2016	Installation of two additional Antennas for SMPD	4	100.00	400.00
			SUBTOTAL	735.95
			TAX (9%)	30.24
			TOTAL	\$766.19

Accepted By

Accepted Date



Foothill Communications, LLC
 133 N. San Gabriel Blvd #206
 Pasadena, CA 91107
 (626)744-9292
 kenji@foothillcommunications.com

ADDRESS

Sierra Madre Police
 Department
 242 W Sierra Madre
 Sierra Madre, CA 91024

SHIP TO

Sierra Madre Police
 Department
 242 W Sierra Madre
 Sierra Madre, CA 91024

QUOTE 1879

DATE 08/01/2016

EXPIRATION DATE 10/07/2016

DATE	ITEM	QTY	RATE	AMOUNT
08/01/2016	Kenwood-TK-5810BGK-450-520 MHz 5-45W 100 Zones/1024 Channels (R.F. DECK ONLY)	1	1,150.00	1,150.00T
08/01/2016	Kenwood-10FMD-Control Head Dash Mount for Mid Power TK-5X10 mobile radios. Includes:KCH-15M, KCT-23M, KMB-5, KMC-27, KES-5	1	525.00	525.00T
08/01/2016	Kenwood-TR-30-P25 Trunking Option for Kenwood TK-5X10 and TK-5X20 radios	1	230.00	230.00T

Power supply Not Included in this quote

SUBTOTAL 1,905.00
 TAX (9%) 171.45
TOTAL \$2,076.45

Accepted By

Accepted Date



Foothill Communications, LLC
133 N. San Gabriel Blvd #206
Pasadena, CA 91107
(626)744-9292
kenji@foothillcommunications.com

ADDRESS

Sierra Madre Police
Department
242 W Sierra Madre
Sierra Madre, CA 91024

SHIP TO

Sierra Madre Police
Department
242 W Sierra Madre
Sierra Madre, CA 91024

QUOTE 1869

DATE 08/01/2016

EXPIRATION DATE 10/07/2016

DATE	ITEM	QTY	RATE	AMOUNT
08/01/2016	FTL-Labor to Prep the Sierra Madre PD Radio for the AVTEC console installation.	1	3,000.00	3,000.00

TOTAL \$3,000.00

Accepted By

Accepted Date



Foothill Communications, LLC
 133 N. San Gabriel Blvd #206
 Pasadena, CA 91107
 (626)744-9292
 kenji@foothillcommunications.com

ADDRESS

Sierra Madre Police
 Department
 242 W Sierra Madre
 Sierra Madre, CA 91024

SHIP TO

Sierra Madre Police
 Department
 242 W Sierra Madre
 Sierra Madre, CA 91024

QUOTE 1868

DATE 08/01/2016

EXPIRATION DATE 09/27/2016

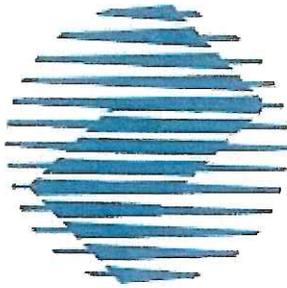
DATE	ITEM	QTY	RATE	AMOUNT
08/01/2016	FTL-Service-To provide monthly service for the Sierra Madre PD AVTEC Dispatch Console System as detailed in the Service Contact Agreement.	12	750.00	9,000.00

Rate is per month for one year.

TOTAL \$9,000.00

Accepted By

Accepted Date



QUOTE



100000498



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Radio Solutions Channel Partner

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865 S. Milliken Ave., Suite C & D, Ontario, CA 91761 * 909-390-0460 * Fax 909-937-7127

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242 W SIERRA MADRE BLVD
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CONTACT: LARRY GIANNONE

PHONE: 626-355-6026

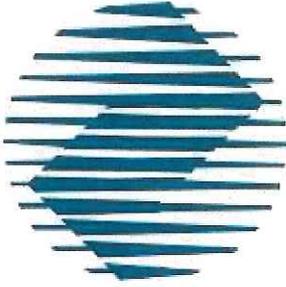
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CONTACT: LARRY GIANNONE

PHONE: 626-355-6026

EMAIL: LGIANNONE@CITYOFSIERRAMADRE.COM

Table with columns: ORDER NO, PO NUMBER, SHIP VIA, TERMS, SALESPERSON, LINE, DESCRIPTION, Unit Price, Extended. Contains 15 line items for various radio equipment and labor.



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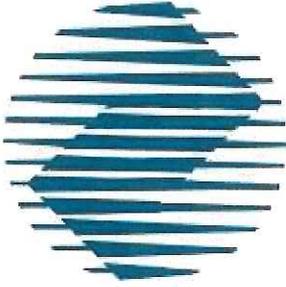
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PHONE: 626-355-6026

EMAIL: LGIANNONE@CITYOFSIERRAMADRE.COM

Table with columns: ORDER NO, PO NUMBER, SHIP VIA, TERMS, SALESPERSON, LINE, DESCRIPTION, Unit Price, Extended. Contains itemized list of radio equipment and licenses.



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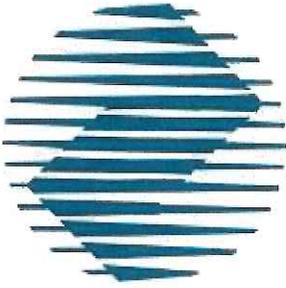
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Table with columns: ORDER NO, PO NUMBER, SHIP VIA, TERMS, SALESPERSON, LINE DESCRIPTION, Unit Price, Extended. Row 1: 100000498, Our Truck, NET 30 DAYS, MARCUS COLLIER.

Quote valid for 30 day from the quote date above.

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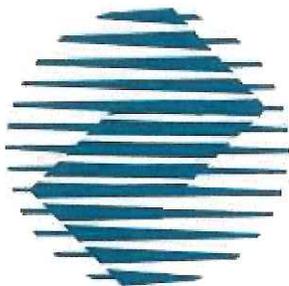
Summary table: NET ORDER: \$131,248.73, SALES TAX: \$7,556.39, TOTAL: \$138,805.12

Authorized Signature

Authorized Printed Name

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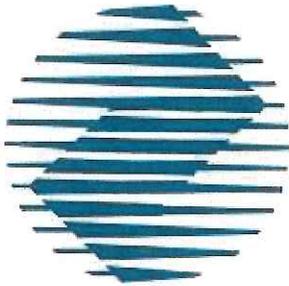
CONTACT: LARRY GIANNONE

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Table with 5 columns: ORDER NO, PO NUMBER, SHIP VIA, TERMS, SALESPERSON. Row 1: 10000498, Our Truck, NET 30 DAYS, MARCUS COLLIER

Main line items table with columns: LINE, DESCRIPTION, Unit Price, Extended. Includes items like LABOR-INSTALLER, MAX PRO WORKSTATION BUNDLE, ZETRON HEADSET, etc.



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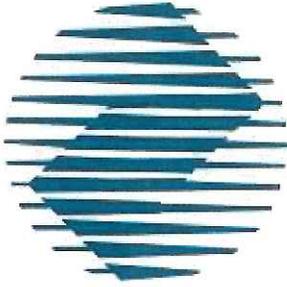
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Table with columns: ORDER NO, PO NUMBER, SHIP VIA, TERMS, SALESPERSON, LINE, DESCRIPTION, Unit Price, Extended. Contains itemized list of equipment and manuals.



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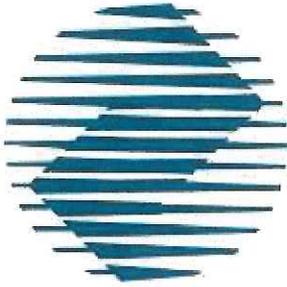
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EMAIL: LGIANNONE@CITYOFSIERRAMADRE.COM

Table with columns: ORDER NO, PO NUMBER, SHIP VIA, TERMS, SALESPERSON, LINE, DESCRIPTION, Unit Price, Extended. Includes line items for headset, microphone, monitor, cables, and training.

Quote valid for 30 day from the quote date above.

EQUIPMENT WILL BE INVOICED UPON RECEIPT BY
ADVANCED ELECTRONICS, INC. AT THE STATED TERMS.

Summary table: NET ORDER: \$149,581.86, SALES TAX: \$9,098.41, TOTAL: \$158,680.27

Authorized Signature

Authorized Printed Name

Date:

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Motorola MCC 7100 Console

Budgetary Proposal:

Sierra Madre Police Department

August 2, 2016



Presented by:

So Young Kim
Sales Manager

Day Wireless Systems
1801 West Burbank Blvd.
Burbank, CA 91506
818-557-7390

SKim@daywireless.com



www.daywireless.com
24 Western offices

ATTACHMENT C DAY WIRELESS

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SYSTEM DESCRIPTION

MCC7100 Dispatch Console System

The MCC7100 console is a cost effective, completely software-based solution. Flexible deployment options reduce physical space requirements and system management does not require specialized hardware knowledge. New functionality and expanded capacity arrive via software updates. The radio application closely resembles the Gold Elite radio application Sierra Madre Police Department uses today, reducing training requirements. The MCC7100 dispatch operator positions will be integrated with a fully redundant K2 Core system and remotely located enhanced conventional channel gateways, connecting the dispatchers with critical radio resources over an IP-based network infrastructure.

MCC7100 Dispatch Console System Overview

The Day Wireless MCC 7100 Dispatch Console is an IP based console for mission critical ASTRO 25 systems that offers scalable capacity and flexible deployment options. It is intended for use with Day Wireless's ASTRO 25 radio systems. The MCC 7100 Dispatch Console is a software-based dispatch console that requires no external hardware connections (no VPM or GPIOM like in previous versions of the MCC platform) to perform dispatch operations. Audio Vocoding is performed within the Windows operating system.

With scalable capacity choices of 5, 10, 15 or 20 simultaneous voice streams and a variety of options including End-to-end Encryption (AES, DES-OFB or ADP), External Phone Interface, and an Integrated IRR, customers are able to set features and capacity at the optimal price point to meet their needs.

The MCC 7100 Dispatch Console offers the flexibility to be deployed at a console site within the ASTRO 25 radio network or outside of the ASTRO 25 network. The MCC 7100 Dispatch Console includes the features expected in a high tier Console including Emergency and Console Priority and offers a choice of Day Wireless or COTS accessories. The MCC 7100 Dispatch Console in ASTRO 7.16 release is backwards compatible to A7.13 and A7.11 in K, L and M-Core systems.

The MCC 7100 Dispatch Console supports:

- ASTRO 25 Trunking (Phase 1 & Phase 2)
- ASTRO 25 Digital Conventional (P25)
- Analog & MDC 1200 Analog Conventional
- Mixed Mode Analog / Digital Conventional

The MCC 7100 Dispatch Console can operate in parallel with MCC 7500 Dispatch Consoles. The Graphical User Interface (GUI) of the MCC 7100 Dispatch Console is the same as the MCC 7500 Dispatch Console.

Below is a table outlining the main differences between the MCC 7500 and the MCC 7100 consoles.

Features	MCC 7500	MCC 7100
Simultaneous Voice Paths	60	20
Assignable Resources	161	60
AUX I/O's w/ Comparator Display Function	400	200
Encryption Algorithms	AES, DES-OFB, DES-XL, DVI-XL, DVP-XL, ADP	AES, ADP, DES-OFB
Patches (w/ up to 8 members in each patch)	16	4
Patch members per Group (Max)	20/group up to 48 total	8/group up to 16 total
Multi Select Groups (MSEL) (Max)	16 (A7.14) 3 (A7.13 & earlier)	4 (A7.14) 3 (A7.13 & earlier)
MSEL Members per Group (Max)	20	20 (Inside RNI) 10 (Outside RNI)
Accessories (Microphone, Footswitch, Headset)	Day Wireless	USB COTS & Day Wireless (A7.14)
Generic Mic Support	Y	N
Voice Processing Module (VPM) accessory connector	Y	N/A
USB Audio Interface Module (AIM)	N/A	Y (A7.14)
Instant Recall Recorder (IRR)	Y (Dual IRR)	Y (A7.14) (Single Integrated IRR)
IRR ports for Radio & Telephone	Y	N
Enhanced Console Telephony	Y	N
External Paging Encoder	Y	Future Release
Network Status Health Indicator	N/A	Y (Outside RNI)
Peripheral Configuration Tool (PCT)	N/A	Y

Table 1: Feature Differences between the MCC 7500 and the MCC7100 Consoles

MCC7100 Console Resource Capacity

The MCC 7100 Dispatch Console deployed inside the ASTRO 25 Network supports a configuration of up to 60 resources with 20 simultaneous voice streams per console.

The MCC 7100 Dispatch Console Software capacity licenses are available in increments of 5, 10, 15 and 20 simultaneous voice streams. Purchased capacity that is less than 20 channels can be later increased in 5 channel increments to a maximum of 20 simultaneous voice streams per console located inside the RNI, or 10 per console located outside the RNI.

Model	Simultaneous Audio Streams	Configured Resources	Inside the RNI	Outside the RNI
5CH license	5	15	Y	Y
10CH license	10	30	Y	Y
15CH license	15	45	Y	N
20CH license	20	60	Y	N

Table 2: MCC 7100 Dispatch Console Channel License Capacity

The proposed system includes the 20 CH license for each MCC7100 position.

MCC 7100 Accessories

The accessories are the items which provide interfaced between the console and the external environment. The speakers, microphone, headsets and footswitch are optional depending on the customer's needs.

There are two choices of accessories available for the MCC 7100:

- **Public Safety Accessories**

These accessories used in Public Safety Dispatch and are rated for 24 hours a day 7 days a week use. They require an optional external device called Audio Interface Module in order to function.

The proposed system includes audio interface modules (AIMs) with public safety accessories. The following accessories have been included at each of the four MCC 7100 positions:

- One AIM
- One desktop microphone
- One two-pedal footswitch
- Two headset jack boxes
- Two headset bases
- One noise cancelling single muff headset top
- Two USB speakers

MCC 7100 Audio Interface Module (AIM) and Accessories

The USB AIM is an external device that you connect to the MCC 7100 Dispatch Console. It functions as an interface between analog devices and the console position and as a general-purpose input/output module.

The USB Audio Interface Module supports audio routing between the dispatch operator and Day Wireless-standard peripherals. The USB AIM connects to the MCC 7100 Dispatch Console with a USB cable.

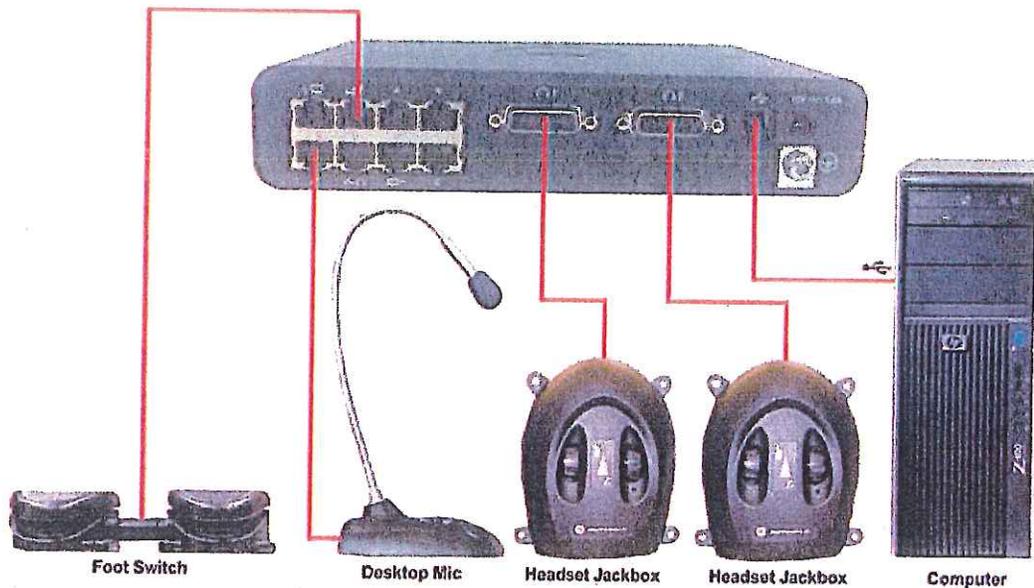


Figure 1: USB Audio Interface Module – Audio Routing

The MCC 7100 Console AIM supports connectivity for Day Wireless standard peripherals used in mission critical public safety environments.

The AIM supports the following connections:

- One gooseneck desk microphone
- One two-pedal PTT footswitch
- One External Phone Interface (EPI) port. Allows user to have one headset for both radio and telephone.
- One Local logging recorder port
- One auxiliary output port for four dedicated private auxiliary output channels
- One External paging encoder port
- Two headset jack boxes with two-prong headsets

Only one AIM is supported per MCC 7100 position.

The USB AIM supports four private auxiliary input/outputs (aux I/Os). The four private aux I/Os are dedicated to specific functions and cannot be reprogrammed for other functions. The functions supported by the private aux I/Os are:

- Call on Selected Channel (called the Inbound Select Relay in other documents)
- Op PTT (called the PTT Relay in other documents)
- Emergency Beacon (called the Emergency Activity Relay in other documents)
- Activate Private Relay when public aux I/O is Active (called the Auxio Alarm Relay in other documents)

Desktop Microphone

The desktop microphone is a self-contained microphone with an 18" flexible gooseneck shaft. It contains a transmit button and a monitor button for use with the selected radio channel(s). It may be attached to a horizontal surface or may be left freestanding.

Each Audio Interface Module AIM can support 1 desktop microphone.

If a desk microphone is connected to a dispatch console while no headsets are connected, the desk microphone is active whenever any transmit function is active.

If a desk microphone is connected to a dispatch console while one or two headsets are connected, the desk microphone is only active during a transmit function when the dispatcher presses the transmit button on it. This solution prevents the desk microphone from picking up unwanted background sound when the dispatcher uses a headset to transmit.

The proposed system includes one desktop microphone at each dispatch position.

Footswitch

The footswitch is supported by the AIM. It provides two foot pedals in a rugged, metal housing with a 10 foot cable. One pedal is used for the general transmit feature while the other pedal is used for the monitor feature.

Each AIM can support one footswitch. The proposed system includes one two-pedal footswitch at each dispatch position.

Headset Jack Box

The headset jack box allows two-prong headsets to be used with a dispatch console. It contains two continuous volume controls, one for radio audio and one for telephone audio. It is capable of supporting either 6-wire (i.e., with a PTT switch) or 4-wire (i.e., without a PTT switch) headsets. It may be mounted beneath or on top of a writing surface.

Each Audio Interface Module AIM can support up to two headset jack boxes. The proposed system includes two headset jack boxes at each dispatch position.

Headset Tops and Bases used with the Headset Jack Box

The two-prong headset base plugs into the headset jack box and allows the dispatcher to listen to receive audio on the selected radio channels and to talk on any radio channels. If the dispatch console is configured to do so, the dispatcher can also talk and listen to telephone resources using the headset.

The headset comes in two sections, a top and a bottom. The top consists of an earpiece, a microphone, a cable for connecting to the bottom section and a clip for attaching the cable to the user's clothing. The two-prong bottom consists of an amplifier unit with volume control, an optional PTT switch, a connector for connecting to the headset jack box, a clip for attaching the amplifier to the user's clothing and either a 15 or 25 foot cable for connecting to the headset jack box. Both a top and a bottom are required to create a functional headset.

The Supraplus RMN5077, RMN5078, RMN5079 and RMN5080 tops used with the RLN6098 or RLN6099 bases are the only headsets certified for use with the MCC 7500 and MCC 7100 dispatch consoles. These have been tested to ensure they provide a high level of audio quality and performance when used with the APCO Project 25 systems. While other headsets will work

with the MCC 7500 and MCC 7100 dispatch consoles, using them may result in degradation of audio quality, especially on console transmit audio.

The proposed system includes two headset bases and three Supraplus Noise Cancelling Headset tops at each dispatch position.

USB Speakers

The USB Audio Interface Module supports all the Day Wireless-standard peripherals except for the desktop speakers.

Instead of the standard speakers, Day Wireless tested commercial-off-the-shelf USB speakers are used. The USB speakers connect directly to the console operator position computer USB port. The MCC7100 Console supports up to 8 assignable USB connected speakers. Each speaker can be configured to deliver audio from a unique audio source. Because most COTS speakers do not have an individual volume per speaker, individual speaker volume controls can be made available on the MCC 7100 Elite GUI.

The proposed system includes an instant recall recorder (IRR) and a set of PC speakers at each dispatch position.

Summary

Day Wireless's MCC 7100 Dispatch Console with standalone conventional K core offers Sierra Madre Police Department's Office many enhancements along with flexibility to allow their dispatchers the ability to do their job in the most efficient way possible. Every dispatch position can be configured to reflect the exact needs of those dispatchers, while being able to be changed and modified when needed.

1. Scope of Services

This budgetary proposal is based off a standard equipment list listed below. If Sierra Madre Police Department requires customization, we can address those changes if we are engaged to present the final offer for sale based on more defined requirements.

The Bill of the Materials for the proposed system is estimated to be the following:

QTY.	DESCRIPTION
K-2 CORE NETWORKING, RACK, AND ELECTRICAL	
1	SINGLE ZONE CONV NON-RED CORE
1	ADD: Redundancy
2	ADD: BACKHAUL SWITCH
1	ADD: RACK
1	ADD: UEM LITE SESSION
1	ADD: APPLICATION SERVER
1	RACK 7' OPEN
2	PDU, AC EDGE RACK MOUNT DISTRIBUTION PANEL, 120VAC 60A, 12-15A CIRCUIT
24	BREAKER KIT AIRPAX 15AMP SNAPAC, FOR AC EDGE OR DC EDGE III QTY 1
MCC 7100 DISPATCH CONSOLE	
1	MCC 7100 DVD
2	MCC 7100 IP Dispatch Position Main Model
2	ADD: MCC 7100 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
1	MCC7100 SOFTWARE LICENSING
2	20 CHANNEL SW LICENSE
2	MCC 7100 INSTANT RECALL RECORDER LICENSE
4	CREATIVE LABS INSPIRE A60
2	MCAFFEE WINDOWS AV CLIENT
OPERATION POSITION COMPUTER	
2	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
2	19 INCH NON-TOUCH MONITOR, BLACK
4	MUSIK USB SPEAKERS (SET OF 2) PALO ALTO
1	USB AUDIO INTERFACE MODULE
2	MCC SERIES HEADSET JACK
2	MCC SERIES DESKTOP GOOSENECK MICROPHONE
2	HDST MODULE BASE W/PTT, 15' CBL
2	SUPRAPLUS NC SINGLE MUFF HEADSET
2	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH DAY WIRELESS MCC 7500 DISP

Day Wireless Responsibilities

Day Wireless will perform the following specific tasks in support of this project:

- Name a Project Manager

- Prepare project schedule in conjunction with Sierra Madre Police Department
- Provide a dedicated delivery point for receipt, inventory and storage of equipment prior to delivery to the site
- Schedule the implementation in agreement with Sierra Madre Police Department
- Administer safe work procedures for installation
- Assemble and prepare system for installation
- Stage, assemble and install 2 Position Motorola MCC7100 at Sierra Madre Police Department dispatch location
- Configure dispatch system to pre-arranged system configuration (Sierra Madre to provide assistance)
- Interface dispatch system to existing Sierra Madre Police Department radio resources:
 - Vote Scan system
 - Conventional channels
- Prepare cut-over plan in conjunction with respective project managers
- Cut-over from old to new system as pre-arranged
- Perform Acceptance Test Plan as pre-arranged

Sierra Madre Police Department Responsibilities

Sierra Madre Police Department will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Sierra Madre Police Department general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installation
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment
- Obtain all licensing, site access, or permitting required for project implementation
- Obtain the frequencies necessary to support the system design. Provide approved FCC licensing as required
- Make any necessary site improvements to meet R56 standards
- Provide required system interconnections

Day Wireless has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Day Wireless will need to verify all assumptions with Sierra Madre Police Department or seek alternate solutions in the case of invalid assumptions.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No box level or performance spec testing will be conducted.
- This quote does not include considerations for any site specific installation requirements, including but not limited to:
 - HVAC
 - Floor Loading
 - Power sourcing/loading
 - Breaker panel availability
 - Surge suppression, beyond that provided by Day Wireless for new equipment
- All power/HVAC will be provided by the customer
- Equipment power is to be 120V AC
- The customer will provide NEC and R56 compliant TVSS power panel protection and grounding connection points for all rack-mounted equipment
- The customer will provide a connection to the building grounding system at each operator position.
- Day Wireless is not providing any console workspace furniture or enclosures. The customer will be responsible for providing furniture and any custom equipment to accommodate the console operator terminal(s) and to suit individual dispatcher preferences.
- This proposal/design does not make any claims with regards to equivalent functionality between the existing console dispatch equipment/design and the MIP 5000 dispatch equipment.
- Day Wireless has not made any provisions in its design for connection of third-party systems to its dispatch hardware, this includes but is not limited to:
 - Computer Aided Dispatch (CAD)
 - Telephone Interconnect

- Console encryption has not been included in this proposal as it was identified as not being required during the pre-sale design.
- No lifecycle services have been included.

Schedule

A final schedule will be prepared by the respective project managers upon award and final design. Some scheduling elements are not in control of Day Wireless, including but not limited to: facility access, FCC license, site or facility permits, equipment delivery and bad weather.

2. Financial Detail

The following schedule represents estimated pricing for the system materials and services only as described in this budgetary proposal. Day Wireless can prepare the final offer for sale based on a more defined system description.

Description	Extended
LIST PRICE OF EQUIPMENT	
MCC 7100 Dispatch Console System	\$240,652.75
LABOR	
Installation & Optimization	\$45,840.00
Project Management	\$8,800.00
System Design	\$4,200.00
Sales Tax (9.0%)	\$26,954.35
GRAND TOTAL	\$326,447.10

EXTENDED WARRANTY WRAP AND TRAINING	Extended
1 st Year, 24/7 response and Basic MCC7100 Training	\$3,840.00
2 nd Year, 24/7 response and Warranty Wrap	\$8,520.00
3 rd Year, 24/7 response and Warranty Wrap	\$8,520.00

Note: The above equipment is at list price. The variable discount applied to the equipment will depend on the timing of the purchase.

Support Plan Scope:

- 24/7 call service with 4 hour response
- Perform first level troubleshooting
- Consult factory technical support as needed
- Reconfigure, test and place equipment back in service
- IF necessary, remove equipment and handle return to factor for service
- Return, reconfigure, test and place repaired equipment back in service
- Keep customer informed of all steps and status in the repair process

3. Profile of Firm

Day Wireless Systems is a premier provider of wireless solutions for voice, data, and video. The company designs, installs, and supports systems for government, public safety, healthcare, commercial, and education customers.



Founded in 1969, the company is based in the Portland, OR metro area and now operates from 24 locations in three Western States. The company has more than 300 employees including 175 technical staff made up of engineers, senior technicians and skilled installers.

The company is privately held and led by third generation family members. Day Wireless Systems is affiliated with Reliance Connects, a provider of telephone, cable and Internet services founded in 1905 with operations in Oregon and Nevada.

Day Wireless Systems is one of the largest wireless service organizations in the USA and a major provider of the leading brands in wireless system applications.

Solutions provided include:

Wireless LAN and WAN
Microwave
Radio and Paging
Mobile Data and GPS

Dispatch Consoles
Wireless Video
Control and Monitoring
WiFi and MESH

Services provided include:

System design
Audits, surveys and propagation studies
Maintenance Programs
Site Management

Site Construction
Rentals
FCC Licensing
RF Safety Studies

Safety Focus

Safety is a primary company goal. It is our requirement to provide a safe work environment for both the company and the customer by reducing risk. We have a full-time safety specialist with more than 15 years of experience. Project safety plans are prepared as needed. A company safety manual details the many elements of the safety plan with a strict zero-tolerance drug and alcohol policy. All relevant OSHA and FCC regulations are met or exceeded. Safety topics include:

- Confined space procedures
- Hazardous materials
- RF emissions
- Fall protection

- Tower climbing and rescue
- First aid and CPR
- MSDS use
- Electrical handling procedures

For more company information visit our website: www.daywireless.com.

Burbank Regional Office

Serving the Los Angeles Metro area in Southern California is the Burbank regional office of Day Wireless Systems.

1801 West Burbank Blvd.
 Burbank, CA 91506
 Phone: 818-557-7390



Day Wireless Certified Service Center in Burbank

This modern and professional office provides service bays, system staging area, technician workstations, inventory storage, equipment and accessories, and a client conference room.



**CERTIFIED
 SERVICE
 CENTER**

The Day Wireless Burbank office adheres to the business practices of the Electronics Technician Association (ETA) for high standards of technical ability, business operations, ethics, safety and customer service. It means clean, organized, and professional technical spaces and service vehicles.

We have an ETA certified technician – David Spooner – and two ETA certified customer service representatives – Katie Fernandez and Alicia Ducoing – on staff in Burbank.

The ETA group is widely respected for its quality initiatives throughout the electronics industry worldwide. You can learn more at www.eta-i.org.

We have outstanding, experienced radio frequency (RF) technicians on staff that support mission critical systems throughout the region. Selected partners include:

Service Team:

- Jared Duchow, Service Manager
- Luis Rodriguez, Assistant Service Manager
- Cesar Campos, Senior Systems Technician
- Chuck Karayan, Senior Systems Technician
- David Spooner, Senior Systems Technician
- Christopher Hayes, Senior Systems Technician
- Stephen Schuler, Apprentice Installation Technician
- Luis Correa, Senior Systems Installer
- Christopher Brown, Senior Systems Installer
- James Oswill, Journeyman Radio Technician
- Juan Guevara, Journeyman Installation Technician
- Jose Carrillo, Journeyman Installation Technician
- Hector Carvajal, Journeyman Installation Technician
- Adam Orland, Apprentice Radio Technician

These certifications are not normally required. However, we believe that training and certifying our technical staff allows you to have additional peace of mind. Our size, investment, and training allow us to be your complete communications system integrator.



Fully equipped service vehicles for on-site response



Professional workstations with calibrated test instruments

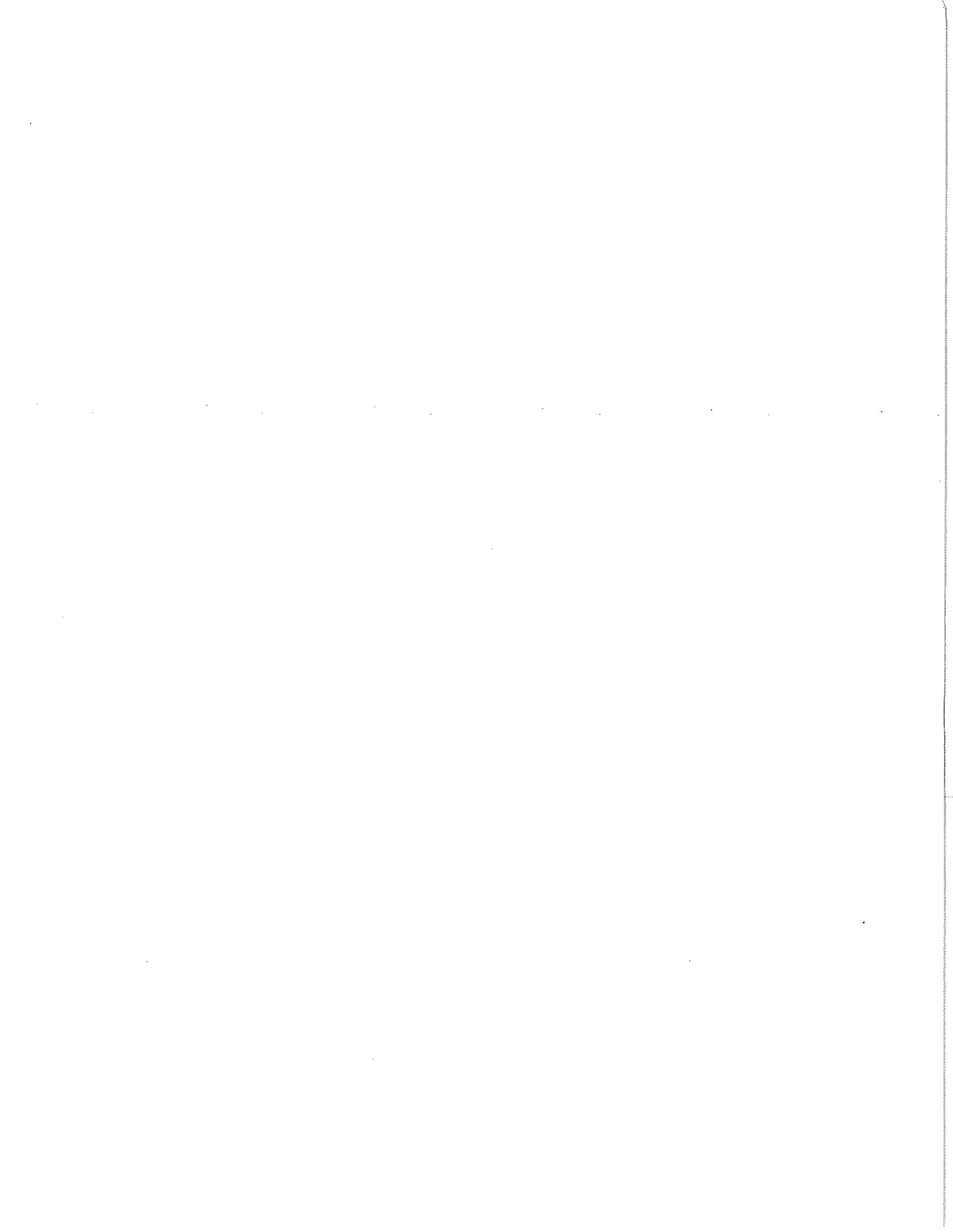


Inventory, accessories, and meeting space

4. Appendix

Product literature for proposed equipment is provided separately.

References for successful, comparable dispatch console projects are available on request.





City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Vincent Gonzalez, Director of Planning and Community Preservation 

REVIEWED BY: Teresa L. Highsmith, City of Sierra Madre City Attorney

DATE: September 27, 2016

SUBJECT: RECOMMENDATION TO AWARD A PROFESSIONAL SERVICES CONTRACT WITH RCI IMAGE SYSTEMS IN THE AMOUNT NOT-TO-EXCEED \$26,000 TO SCAN BUILDING PLANS, BUILDING PERMITS, AND PLANNING ENTITLEMENT DOCUMENTS.

SUMMARY

The purpose of this report is to enter into a Professional Services Contract with RCI Image Systems to perform document image scanning services for the City of Sierra Madre under the direction of the Director of Planning and Community Preservation. The contract amount is not to exceed \$26,000. Phase 1 contract efforts will entail document scanning of final building plans, building permits, and planning entitlements. Phase 2 will involve quarterly document scanning services (or as needed) to capture new building plans, permits and planning entitlements. Phase 3 efforts will explore opportunities to move to an electronic document management system that will enable staff and the public to access files online.

Staff recommends that the City Council award a professional services contract to RCI Image Systems in an amount not-to-exceed \$26,000. The cost for services has been appropriated as part of the Fiscal Year 2016-2017 budget.

BACKGROUND

In an effort to modernize access to project records and address document storage limitations the Planning and Community Preservation Department proposes to migrate to a digital filing storage system. Document scanning will make information accessible

and useful to employees and will eliminate the lost time and costs associated with locating and storing paper files. The document management system will index projects by, street address, project/permit number. Standard and large format scanning capabilities will capture all information. Once a document is scanned, the paper files will be obsolete and will be destroyed, freeing up the need for off-site storage of records that need to be stored indefinitely. The final product will consist of a PDF file stored on external hard-drives. Document information can be retrieved and reviewed by staff.

Future efforts are to move to an electronic document management system that will enable staff and the public to access files via the cloud through an off-site managed website.

ANALYSIS

Staff obtained proposals from three different companies that provide document scanning services. All bids were determined based on the following parameters:

Phase 1

City provides two 50-gigabyte external hard drives

Consultant to Pick up and/or delivery Files

Large Format Scanning

12,000 individual pieces

36"x48" or smaller

300 DPI / Bi-Tonal

PDF Output

Includes preparation of blueprints prior to scanning and destruction post scanning (documents held for 30-days).

Legal and Letter Format Scanning

15,000 individual pieces

300 DPI – B/W Scanning

Includes preparation of documents prior to scanning (documents returned within 30-days).

Data Entry

5,000 permits and 600 plan sets

Permit Number

Address

Application Type

Timing

Less than 30-days.

Quotes

The following quotes were obtained from the companies below:

Company Name	Estimate
RCI Imaging Systems	\$12,319
Royal Imaging	\$13,365
Under Budget & On-time Scanning	\$20,775

Phase 2

Involves quarterly document scanning services (or as needed) to scan new building plans, permits and planning entitlements on an on-going basis. The fee is based on number of records scanned.

Phase 3

Future efforts are to move to an electronic document management system that will enable staff and the public to access files via the cloud through an off-site managed website.

FINANCIAL REVIEW

The cost for services has been appropriated as part of Fiscal Year 2016-2017 budget. The estimated cost for Phase 1 services is \$12,319 as indicated in the proposal from RCI Image Systems. The remaining amount will be used for Phase 2 and Phase 3 efforts. Services will continue on an on-going basis as projects are finalized and will be billed against the appropriated funds.

CEQA REVIEW

Environmental review is not applicable to contracts for professional services.

PUBLIC NOTICE PROCESS

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

ALTERNATIVES

1. The City Council may award a professional services contract to RCI Image Systems in an amount not to exceed \$26,000 for document scanning services for the Planning and Community Preservation Department.
2. The City Council may deny the award of a professional services contract to RCI Image Systems to conduct document scanning services.

STAFF RECOMMENDATION

Staff recommends that the City Council award a professional services contract to RCI Image Systems to conduct Phase 1 archival document scanning services in an amount not to exceed \$12,319. On-going services will be implemented as projects are finalized and will be billed against the \$26,000 appropriated Fiscal Year 2016-2017 budget.

Attachments (3):

Professional Services Contract
Exhibit A – Scope of Services
Exhibit B – Fee Schedule

PROFESSIONAL SERVICES AGREEMENT

(City of Sierra Madre/ RCI Image Systems)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”), and RCI Image Systems a California corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires Consultant to provide professional services: Under the direction of the Director of Planning and Community Preservation, to perform document image scanning services for the City of Sierra Madre.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s Compensation attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: October 25, 2016
- 3.4 “Expiration Date”: June 30, 2017

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 16 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services.

Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- 5.2 Consultant shall perform all work in accordance with the standards of practice ordinarily exercised by members of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Director of Development Services shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.4 Consultant has represented to the City that key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.5 Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to

increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above.. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services

7. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

8. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

9. INDEMNIFICATION

9.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to Consultant's wrongful conduct in its performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

9.2 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 9 and any amount due City from Consultant arising from Consultant's

failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 9.3 The obligations of Consultant under this Section 9 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 9.4 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 9.5 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.
- 9.6 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 9.7 With regard to any acts or omissions of the Consultant in connection with this Agreement which do not comprise professional services, Consultant agrees to, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, and employees ("City Indemnitees") at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City Indemnitees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. Upon the request of the City, the defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever

any claim, action, complaint, or suit alleges or asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City Indemnitees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence, active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

- 9.8 With regard to any building and safety, building official/official, engineering or professional design services for which professional liability insurance would provide coverage, performed and to be performed hereunder by or through the Consultant, Consultant agrees to indemnify and hold the City Indemnitees harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that they are caused by the negligence, recklessness, or willful misconduct of Consultant, its employees, and/or authorized subcontractors. The Consultant shall not have an upfront duty to defend the City Indemnitees for such claims but shall reimburse reasonable defense fees and costs to the extent a claim is determined to have been caused by the negligence, recklessness, or willful misconduct of Consultant, or as the parties otherwise agree in settlement.

10. INSURANCE

- 10.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 10.1.1 Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 10.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident.
- 10.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 10.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

- 10.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 10.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 10.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 10.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 10.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 10.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 10.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 10.8 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 10.9 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 10.10 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to

indemnify, hold harmless and defend under Section 9 of this Agreement.

- 10.11 Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under the Agreement.

11. MUTUAL COOPERATION

11.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

11.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

12. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

13. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Elaine I. Aguilar
City Manager
City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Facsimile: (626) 355-2251

With courtesy copy to:

Teresa Highsmith, City Attorney
Colantuono, Highsmith & Whatley, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5707
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 8, Section 9, Paragraph 11.2 and Section 12 of this Agreement shall survive the expiration or termination of this Agreement.

16. TERMINATION

16.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

16.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

17. GENERAL PROVISIONS

17.1 Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 17.2 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 17.3 This Agreement shall be binding on the successors and assigns of the parties.
- 17.4 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 17.5 Time is of the essence for each and every provision of this Agreement.
- 17.6 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 17.7 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.8 The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 17.9 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 17.10 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The

venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

- 17.11 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 17.12 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.13 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 17.14 Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

18 PREVAILING WAGE LAW

- 18.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services under this Agreement are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total

compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Sierra Madre

“Consultant”
RCI Image Systems

By: _____
Elaine I. Aguilar, City Manager

By: _____

Date: _____

Date: _____

Attest:

By: _____
Melinda Carrillo, City Clerk

Date: _____

Approved as to form:

By: _____
Teresa Highsmith, City Attorney

SCOPE OF SERVICES

All Phase 1 services shall be completed within 30-Days from the commencement date of the contract or thereafter as agreed upon by the City.

Project Schedule Phase 1 Services

General Project timeframes for Phase 1 services are summarized below:

Phase 1 Service Schedule	Week 1	Week 2	Week 3	Week 4
Task 1: Pick up documents				
Task 2: Letter & legal scanning				
Task 3: Large format scanning				
Task 4: Data entry				
Task 5: Deliver building permits				
Task 6: Destroy large format plans				

Phase 1 Fee Schedule

Task	Fee
Pick up or delivery	\$19.50
Data entry	\$0.35
Letter scanning	\$0.08
Large format scanning:	
Size A: Smaller than 8 1/2"x14"	\$0.08
Size B: 11"x17"	\$0.15
Size C: 17"x22"	\$0.75
Size D: 20"x30"	\$0.76
Size E: 36"x48"	\$0.85
Size F: 48"	\$0.85

Project Schedule Phase 2 Services

All Phase 2 services shall be completed on a quarterly basis or as determined by the City. The fee is based on the quantity of records scanned and the unit price as shown in Phase 2 Scope of Services – Attachment B.

General Project timeframes for Phase 2 services are summarized below:

Phase 2 Service Schedule	Week 1	Week 2	Week 3	Week 4
Task 1: Pick up documents				
Task 2: Letter & legal scanning				
Task 3: Large format scanning				
Task 4: Data entry				
Task 5: Deliver building permits				
Task 6: Destroy large format plans				

Phase 2 Fee Schedule

Task	Fee
Pick up or delivery	\$250.00
Data entry	\$0.35
Letter scanning	\$0.08
Large format scanning:	
Size A: Smaller than 8 1/2"x14"	\$0.08
Size B: 11"x17"	\$0.15
Size C: 17"x22"	\$0.75
Size D: 20"x30"	\$0.76
Size E: 36"x48"	\$0.85
Size F: 48"	\$0.85

FEE SCHEDULE



3848 Del Amo Blvd., Suite 301, Torrance, CA 90503

City of Sierra Madre - Rough Estimate

Estimated 5,000 permits with average 3 pages each = 15,000 images

Estimated 600 Rolled Plan Sets with 20 drawings each = 12,000 drawings

Phase 1

DESCRIPTION OF SERVICE	UNIT PRICE		QUANTITY	ESTIMATED COST
Pick up or Delivery	\$19.50		2	\$39.00
Permits - Scanning				
Includes re-stapling				
300 DPI (8 1/2" x 11" or 14")	\$0.08	per image	15,000	\$1,200.00
300 DPI (11"x 14" or 17")	\$0.11	per image		
All building permits will be returned to the City by Consultant.				
Scanning - Large Format (Bi-Tonal)				
300 DPI, Engineering Drawings				
A size (smaller than 8 1/2" x 14")	\$0.08	per image		
B size (11" x 17")	\$0.15	per image		
C size (17" x 22")	\$0.75	per image		
D size (20"x 30", 24" x 36")	\$0.76	per image	12,000	\$9,120.00
E size (36" x 48")	\$0.85	per image		
J size (each 48")	\$0.85	per section		
A large format scanning (building plans) will be destroyed by consultant.				
Data Entry (using \$.35 per file)	\$0.012	per ks	5,000 permits & 600 Plan Sets	\$1,960.00
Permit Number (if only field used a flat \$.15)				
Direction, Street Number, Street Name				
Additional Fields can be added				
Sub-Total				\$12,319.00

The produced images will be transferred either to a City provided external drive or a SFTP site in order to be categorized as a service and not a product. Therefore, sales tax will not apply.

Phase 2

Phase 2 involves quarterly document scanning services (or as needed) to capture new building plans, permits, and planning entitlements on an on-going basis. The fee is based on the number of records scanned. All building permits shall be returned to the City of Sierra Madre by Consultant. Large format scanning (building plans) will be destroyed by Consultant.

City of Sierra Madre - Quarterly Unit Price

DESCRIPTION OF SERVICE	UNIT PRICE	
Pick up or Delivery	\$250.00	\$500.00
Permits - Scanning		
Includes restapling		
300 DPI (8 1/2" x 11" or 14")	\$0.08	per image
300 DPI (11"x 14" or 17")	\$0.11	per image
Scanning - Large Format (Bi-Tonal)		
300 DPI, Engineering Drawings		
A size (smaller than 8 1/2" x 14")	\$0.08	per image
B size (11" x 17")	\$0.15	per image
C size (17" x 22")	\$0.75	per image
D size (20"x 30", 24" x 36")	\$0.76	per image
E size (36" x 48")	\$0.85	per image
J size (each 48")	\$0.85	per section
Data Entry (using \$.35 per file)	\$0.012	per ks
Permit Number (if only field used a flat \$.15)		
Direction, Street Number, Street Name		
Additional Fields can be added		
Optional Services		
Certified Document Destruction	\$3.50	per 16" box
Recycling of Plans	n/c	

Phase 3

Phase 3 will address future efforts to move to an electronic document management system that will enable staff and the public to access files via the cloud through an off-site managed website.

RCI Image Systems utilizes ImageSilo for image access via the cloud. A 30-day pilot program will be offered free of charge for internal and public testing via the following link: <https://login.imagesilo.com/PVE.aspx>.



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Elaine Aguilar, City Manager 

INITIATED BY: Vincent Gonzalez, Director of Planning & Community Preservation 

REVIEWED BY: Leticia Cardoso, Planning Manager

DATE: September 27, 2016

SUBJECT: SECOND READING OF ORDINANCE 1379, MUNICIPAL CODE TEXT AMENDMENT 16-06 AMENDING THE R-1 (ONE FAMILY RESIDENTIAL) ZONE ORDINANCE (CHAPTER 17.20) AND THE DEFINITIONS ORDINANCE (CHAPTER 17.08)

SUMMARY

At the meeting on September 13, 2016 the City Council introduced for first reading recommending adoption of Ordinance 1379 amending Chapter 17.08 ("Definitions"), Section 17.08.020 ("Words, terms, phrases defined"); Chapter 17.20 ("R-1 Family Residential"), Section 17.20.100 ("Newly created lots – Rear lot line width"), Section 17.20.110 ("Newly created lots – Minimum average width"), Section 17.20.115 ("Flag lots and exclusive access easements - Prohibited"), and Section 17.20.125 ("Allowable gross floor area").

The revisions to Chapter 17.20 of the City of Sierra Madre Municipal Code include:

- The establishment of a maximum allowable floor area specific to new lots and lots reconfigured through lot line adjustments;
- New minor lot line adjustment provisions;
- New requirements for minimum frontage for lots located at the end of a cul-de-sac and for lots accessed by a shared private driveway;
- New diagrams illustrating the requirements for lots accessed by a shared driveway and prohibited/permitted lot configurations for lot splits, and
- Elimination of flood control easement areas in the calculation of lot area for purposes of calculating maximum allowable floor area.

The City Council did not make any modifications to the Municipal Code Text Amendments as recommended for unanimous approval by the Planning Commission on

July 7, 2016. After discussion of the proposed amendments, the City Council in a noticed public hearing approved for first reading, Ordinance 1379.

Staff recommends that the City Council introduce and approve for second reading by title only, and waive further reading, Ordinance 1379, and designate the City Attorney to prepare a summary of Ordinance 1379, pursuant to Government Code Section 36933(c)(1). A clean copy of the ordinance is attached as Exhibit A. A redline version representing the changes to Ordinance 1379 is included as Exhibit B.

BACKGROUND

In order to implement Land Use Policy L1.7, a subcommittee of the Planning Commission was tasked to address lot splits and subdivisions employing shared driveways in relation to General Plan Objective L1 (“Continuing the existing pattern of residential housing development.”) and Policy L1.7 (“Developing regulations that discourage lot splits, including but not limited to, increasing minimum lot sizes.”). Attached herein for reference as **Exhibit 4** is the March 3, 2016 Memo from the Subcommittee that includes a detailed analysis that served as the basis for their recommendations to the Planning Commission.

At the meetings on March 17th and April 22, 2016, the Planning Commission discussed the recommendations provided by the subcommittee and directed staff to prepare a draft Ordinance with the agreed-upon changes for their consideration. At the July 7, 2016 meeting, the Planning Commission unanimously recommended that the City Council approve Ordinance 1379.

ANALYSIS

Based on the subcommittee’s research and recommendation, the Commission opted to lower the maximum allowable floor area for construction on new lots in the R-1 Zone as a means to discourage lot splits rather than increasing the minimum lot size requirements, in order to avoid rendering most lots in the R-1 zone non-conforming. The Commission agreed to set a new floor area limit of 30 percent of lot area for the first 7,500 square feet of lot area and 10 percent for additional lot area applicable to new construction.

The Commission also agreed to apply the same standards for new lots reconfigured by a lot line adjustment, including floor area limits, minimum width at front yard setback line, the minimum average lot width and street frontage. However, some flexibility for minor lot line adjustments would be allowed subject to approval of a minor conditional use permit; minor lot line adjustments would include those that address minor issues, such as encroachments of structures onto lot lines, topographical features, etc., where such adjustments would not result in the addition of new residential structures where none could have previously been accommodated. If approved, a minor conditional use

permit would allow up to a 10 percent deviation to the required width at front yard setback, the minimum average lot width or street frontage requirements.

The amendments also include a revision of the average width required for new and reconfigured lots, minimum lot frontage requirements, and shared private driveway requirements. Diagrams illustrating the orientation, setback requirements and limitations for lots accessed through a shared private driveway are included as part of the amendments, as well as diagrams showing examples of permitted and prohibited lot configurations.

Lastly, the Commission removed a provision in the R-1 Ordinance that allows flood control easement areas to be included in the lot area for purposes of calculating maximum allowable floor area as it is inconsistent with the definition of “lot area” in Chapter 17.08 (“Definitions”). As part of this revision, the Commission also revised the definition of lot area with regards to access easements to clarify that they should not be included in the calculation when it provides access to any lot, not just the lot in question as it is currently stated.

Attached as **Exhibit 1** for City Council’s consideration is Ordinance 1379, and **Exhibit 2**, a redline version of Ordinance 1379 recommending the abovementioned amendments to the City Council by the Commission. Planning Commission Resolution 16-06 recommending the proposed revisions is attached as **Exhibit 3**.

CONSISTENCY WITH GENERAL PLAN

The proposed amendments are required out of public necessity, convenience and general welfare (SMMC 17.64.010) as they would further the goals of preserving the small town character of the community, and promoting neighborhood consistency. The proposed revisions to the R-1 Ordinance include the establishment of maximum allowable floor area for construction specific to new lots and lots reconfigured through lot line adjustments, new minor lot line adjustment provisions, new requirements for minimum frontage for lots located at the end of a cul-de-sac and for lots accessed by a shared private driveway, new diagrams illustrating the requirements for lots accessed by a shared driveway and prohibited/permitted lot configurations for lot splits, and elimination of flood control easement areas in the calculation of lot area for purposes of calculating maximum allowable floor area. The proposed revision to the definition of “lot area” in the Definitions Ordinance clarifies that access easements should not be included in the calculation when it provides access to any lot, not just the lot in question as it is currently stated. The proposed amendments are generally consistent with the goals, policies, and objectives of the General Plan in that they would help protect low-density single-family residential uses in the City.

FINANCIAL REVIEW

There is no financial impact related to the proposed MCTA 16-03. Staff time was incurred in the preparation of the report and draft ordinance.

CEQA FINDINGS

The project qualifies for an exemption from the California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations as it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment, because it will impose greater limitations on development in the City and protect the aesthetic character of Sierra Madre, thereby serving to reduce potential significant adverse environmental impacts.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Notice of the hearing was published consistent with the requirements of Government Code Section 65090, including publication of a summary notice of public hearing in the local adjudicated newspaper. Notice of the hearing was also published through the City's E-blast electronic notification process, and on the City's website at www.cityofsierramadre.com and Facebook page. Copies of this report are available at the City Hall public counter and the Sierra Madre Public Library.

PLANNING COMMISSION RECOMMENDATION

At a noticed Public Hearing on July 7, 2016, the Planning Commission unanimously recommended approval of Ordinance 1379 to the City Council.

ALTERNATIVES

The City Council can consider the following alternatives:

1. Introduce and approve for second reading by title only, and waive further reading Ordinance 1379, and direct the City Attorney to prepare a summary ordinance.
2. Introduce and approve for second reading by title only, and waive further reading Ordinance 1379, as amended by City Council, and direct the City Attorney to prepare a summary ordinance.
3. Direct staff to modify Ordinance 1379 for further consideration by City Council.

RECOMMENDATION

Staff recommends Alternative No. 1 that the City Council introduce and approve for second reading by title only, and waive further reading, Ordinance 1379 pursuant to Municipal Code Text Amendment 16-03, amending Chapters 17.20 R-1 (One-Family Residential) Zone and Chapter 17.08 – Definitions, and direct the City Attorney to prepare a summary of Ordinance 1379 pursuant to Government Code Section 36933(c)(1).

Attachments (6):

- Exhibit 1: City Council Ordinance 1379
- Exhibit 2: Redline Version of Ordinance 1379
- Exhibit 3: Planning Commission Resolution 16-06
- Exhibit 4: Planning Commission Subcommittee Memo – March 3, 2016
- Exhibit 5: R-1 Ordinance (Chapter 17.20)
- Exhibit 6: Definitions Ordinance (Chapter 17.08)

ORDINANCE 1379

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA AMENDING TITLE 17 ("ZONING") OF THE SEIRRA MADRE MUNICIPAL CODE BY AMENDING CHAPTER 17.08 ("DEFINITIONS") SECTION 17.08.020 ("WORDS, TERMS, PHRASES DEFINED"), CHAPTER 17.20 ("R-1 ONE FAMILY RESIDENTIAL"), SECTION 17.20.100 ("NEWLY CREATED LOTS – REAR LINE WIDTH"), SECTION 17.20.110 ("NEWLY CREATED LOTS - MINIMUM AVERAGE WIDTH"), SECTION 17.20.115 ("FLAG LOTS AND EXCLUSIVE ACCESS EASEMENTS – PROHIBITED"), AND SECTION 17.20.125 ("ALLOWABLE GROSS FLOOR AREA").

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

SECTION 1. Section 17.08.020 ("Words, terms, phrases defined") of Chapter 17.08 ("Definitions") of Title 17 ("Zoning") is hereby amended to read as follows:

"Lot area" means the total horizontal area within the boundary lines of a lot or parcel; provided, however, that the following shall be excluded from the computation thereof:

1. Any portion of said lot or parcel which serves as an access easement to any lot or building site; or
2. Any portion of said lot or parcel which serves as an improved surface flood control project under the jurisdiction of any public agency.

For the purpose of determining area in the case of an irregular, triangular or gore-shaped lot, a line ten feet in length within the lot and farthest removed from the front lot line and at right angles to the line representing the lot depth of such lot shall be used as the rear lot line.

SECTION 2. Section 17.20.100 ("Newly created lots – Rear line width") of Chapter 17.20 ("R-1 One Family Residential Zone") of Title 17 ("Zoning") is hereby amended to read as follows:

17.20.100 - Newly created or reconfigured lots—width and street frontage.

Every lot in the R-1 zone hereafter created or reconfigured by lot line adjustment or otherwise, shall have:

- A. A width at the rear line of a twenty-five foot front yard setback of not less than the following:

1. Lots required to have a minimum lot area of less than nine thousand square feet: sixty feet;
2. Lots required to have a minimum lot area from nine thousand up to but not including eleven thousand square feet: seventy feet;
3. Lots required to have a minimum lot area from eleven thousand square feet up to but not including fifteen thousand square feet: eighty feet;
4. Lots required to have a minimum area of or in excess of fifteen thousand square feet: ninety feet.

SECTION 3. Section 17.20.110 ("Newly created lots – Minimum average width") of Chapter 17.20 ("R-1 One Family Residential Zone") of Title 17 ("Zoning") is hereby amended as subsection B and C of 17.20.100, as follows:

B. An average width of not less than ten feet less than the required width appertaining to such lot, as set forth in subsection A above.

C. Frontage on a public street (or private street created in accordance with Section 16.32.030 of this code) of not less than the required width appertaining to such lot, as set forth in subsection A above, except:

SECTION 4. Section 17.20.115 ("Flag lots and exclusive access easements") of Chapter 17.20 ("R-1 One Family Residential Zone") of Title 17 ("Zoning") is hereby amended as subitems 1 and 2 of 17.20.100.C as follows:

1. For lots at the end of a cul-de-sac; or
2. Lots accessed by a shared private driveway (whether shared access easement or jointly-owned roadway lot) when all of the following are met:
 - a. The shared private driveway shall be at least 15 feet wide, or wider if required by fire code, and shall meet all other fire code requirements;
 - b. To the extent feasible and compliant with fire and other applicable codes, the shared private driveway shall be constructed of permeable materials and/or have a rainwater catchment and detention system;
 - c. The shared private driveway shall be the sole means of vehicular access to the lots it crosses, and no such lot may have a separate driveway;
 - d. Historic resources shall be preserved in accordance with Section 16.04.060 of this code, and to the extent practicable, all other existing primary structures shall be preserved;
 - e. Public access to the shared driveway be maintained at all times, and such driveway shall not be gated or closed in any manner;
 - f. The lot fronting the public street (or private street created in accordance with Section 16.32.030 of this code) shall have minimum frontage thereon as required above, and each lot shall have minimum frontage on the shared

private driveway as required above as if the same were a public street, except for lots at the end of the shared private driveway;

g. The shared private driveway shall be named and a street sign shall be installed where the same intersects a public street;

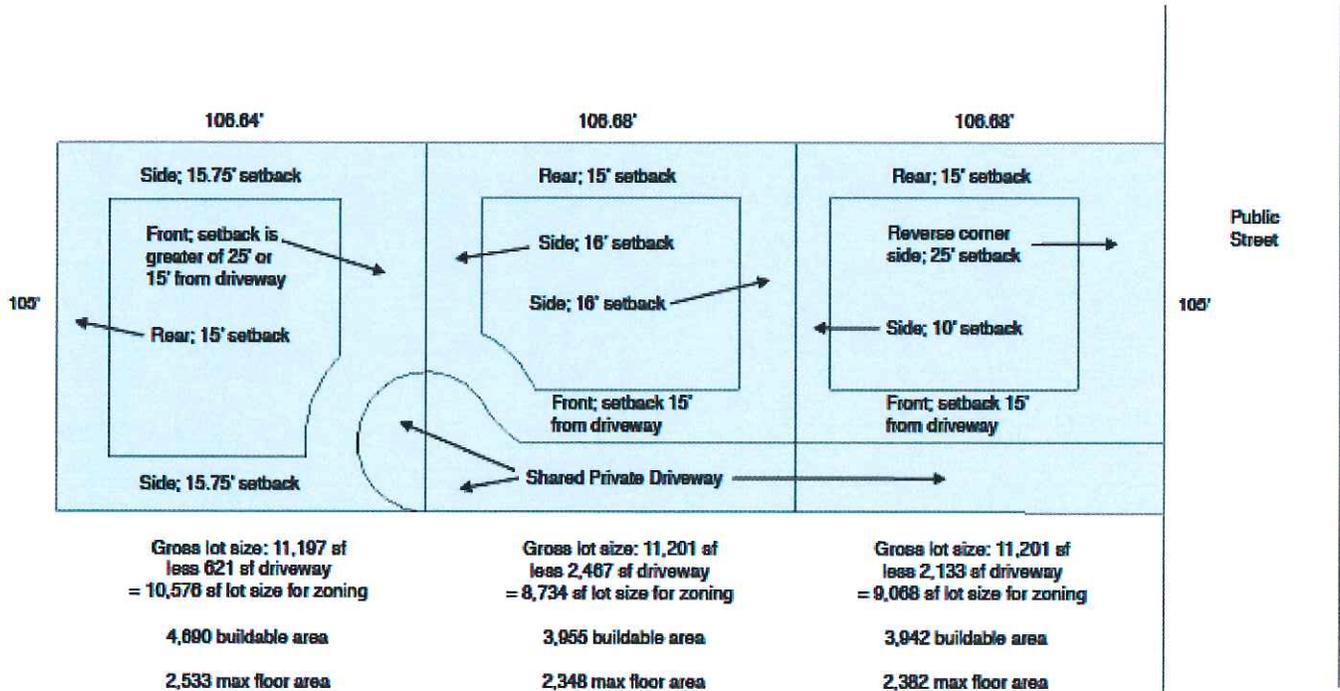
h. All such shared private driveways shall be made subject to maintenance agreements, which shall be approved by the city and shall be recorded as to all properties having a maintenance responsibility therefor; and

i. The City shall not be responsible for the maintenance of any shared private driveways.

The front of lots created by subdivisions using a shared private driveway in accordance with subsection (C) 2 above shall face the shared public driveway and the lot with frontage on a public street (or private street created in accordance with Section 16.32.030 of this code) shall be considered a reverse corner lot; provided however, that the front yard setback for such lots shall be at least 15 feet from the edge of the shared public driveway, and for purposes of applying standards for walls and fences along the secondary street frontage, the same shall be treated as a primary front yard. Lot orientation and setbacks are illustrated on Diagram G.

DIAGRAM G

Example of Shared Private Driveway Subdivision on 320' X 105' Lot

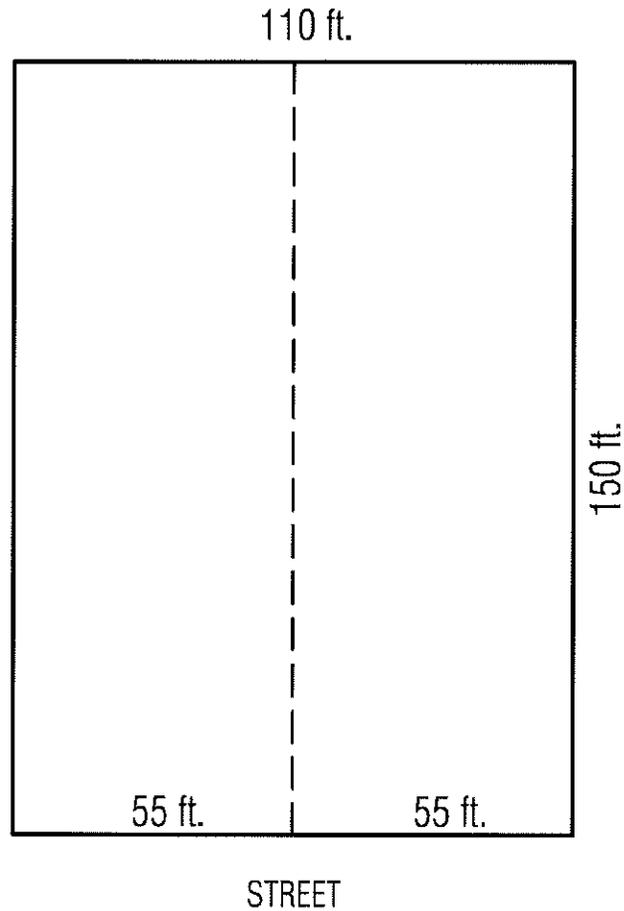


By way of illustration and not limitation of the foregoing, flag lot configurations and exclusive access easements for access to landlocked properties are prohibited in the R-1 Zone for newly created lots and for newly configured lots resulting from lot line adjustments. Additionally, Diagram H is provided with examples of permissible and prohibited lot configurations.

DIAGRAM H

Lot Split Example Diagram

NOT PERMITTED

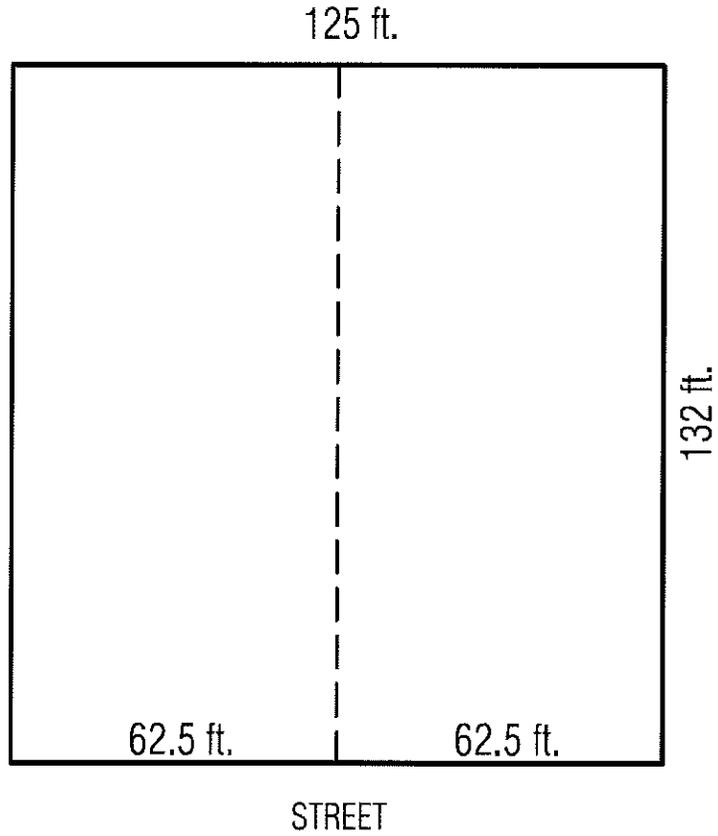


In R1-7 zone; Existing lot 110 ft. by 150 ft.

Lot split not allowed because each lot of less than 9000 square feet must have at least 60 foot wide frontage on the street. Each of these lots would have only 55 foot frontage.

Lot Split Example Diagram

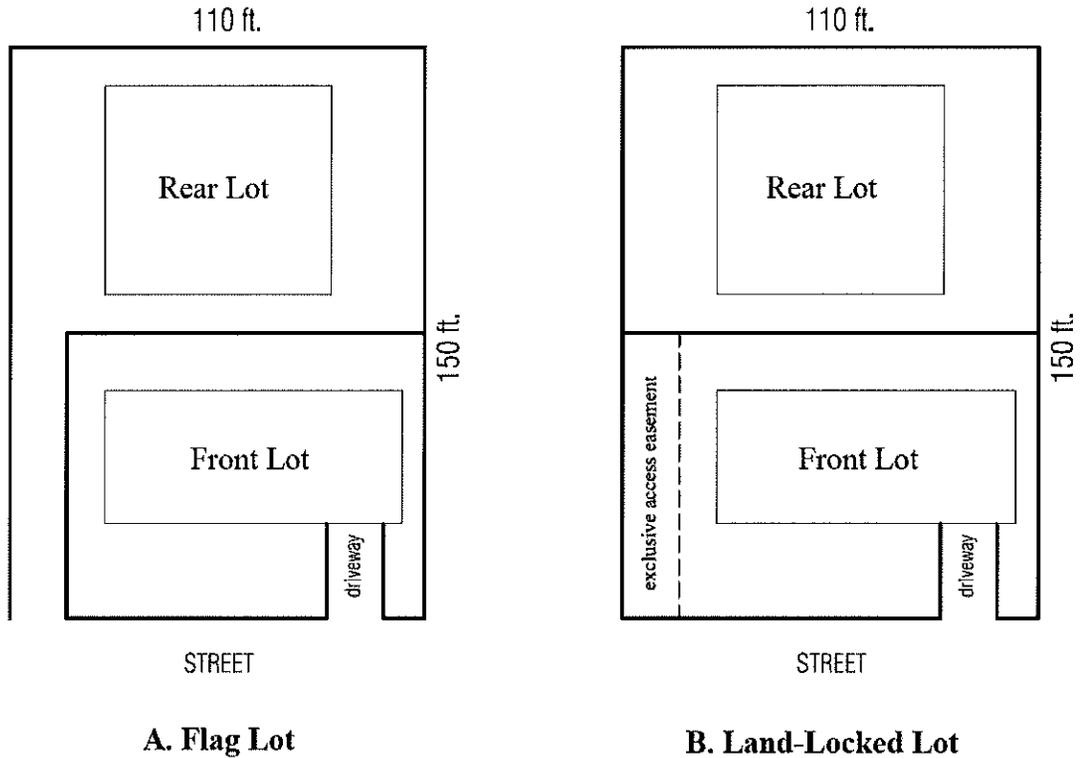
ALLOWABLE



In R1-7 zone; Existing lot 125 ft. by 132 ft.
Lot split permitted because each lot of less than 9000 square feet has at least 60 foot frontage on street. Each lot would have 62.5 foot frontage on street.

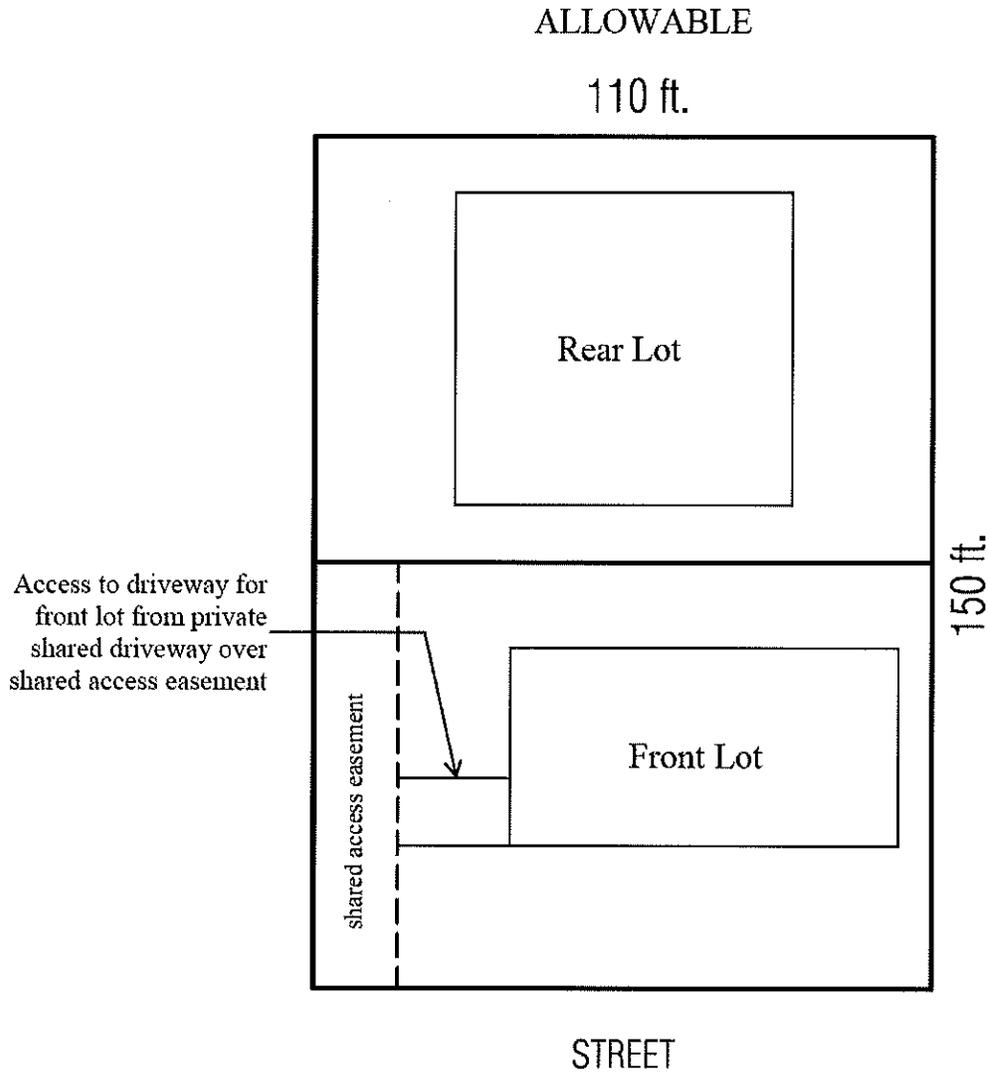
Lot Split Example Diagram

NOT PERMITTED



Lot split not permitted because rear lot is a: A) flag lot configuration or B) has exclusive access easement to land locked property. Two residences with separate driveways not permitted.

Lot Split Example Diagram



Private shared driveway of required width with appropriate fire access operates as very short shared street with public access.

SECTION 5. A new Section 17.20.110 entitled “Minor Lot Line Adjustments” is added herein to Chapter 17.20 (“R-1 One Family Residential”) of Title 17 (“Zoning”) to read as follows:

17.20.110 – Minor lot line adjustments

Notwithstanding Section 17.20.100, a lot line adjustment may be approved by the director of Planning and Community Preservation through a minor conditional use permit process in accordance with Section 17.60.055, provided that for each affected lot none of the (i) width at setback, (ii) average lot width, or (iii) street frontage are altered by more than 10 percent.

SECTION 6. Section 17.20.125 (“Allowable gross floor area”) of Chapter 17.20 (“R-1 One Family Residential Zone”) of Title 17 (“Zoning”) is hereby amended to read as follows:

17.20.125 - Allowable gross floor area.

- A. For lots created or reconfigured by lot line adjustment or otherwise after October 27, 2016, allowable gross floor area on a single lot shall not exceed, either by addition or new construction, the amounts indicated in the following table:

Lot Area (square feet—SF)	Allowable Gross Floor Area (SF)*
Under 7,500 sf	30% of lot area
Over 7,500	2,225 sf + 10% of lot area over 7,500 sf

- B. For all other lots, allowable gross floor area on a single lot shall not exceed, either by addition or new construction, the amounts indicated in the following table:

Lot Area (square feet—SF)	Allowable Gross Floor Area (SF)*
Under 7,500 sf	35% of lot area
7,500—11,000 sf	2,625 sf + 25% of lot area over 7,500 sf
11,000—30,000 sf	3,500 sf + 12% of area over 11,000 sf
Over 30,000 sf	5,780 sf + 10% of area over 30,000 sf plus 5% of area over 30,000 sf for detached accessory buildings, such as a permitted second unit,

	guest house or detached garage.
--	---------------------------------

*For smaller lots where the maximum building floor area allows less than one thousand square feet, a maximum one thousand square feet is permissible if all other zoning standards can be met.

C. The calculation of allowable gross floor area shall include all areas that are considered gross floor area under Section 17.20.015 of this title.

SECTION 7. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment, because it will impose greater limitations on development in the City and protect the aesthetic character of Sierra Madre, thereby serving to reduce potential significant adverse environmental impacts. The adoption of this ordinance is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 8. Effective Date. This Ordinance is adopted by the City Council and shall take effect 30 days after approval by the City Council. This Ordinance and the City Clerk's certification, together with proof of publication, shall be entered in the Book of Ordinances of the City Council.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Sierra Madre at the regular meeting of this 13th day of September, 2016

Gene Goss, Mayor

ATTEST:

Melinda Carrillo, City Clerk

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

I, _____, City Clerk of the City of Sierra Madre, hereby certify that the foregoing Ordinance 1379 was introduced at a regular meeting of the City Council of the City of Sierra Madre held on the 13th day of September 2016, and was approved and adopted by said Council at its regular meeting held on the 27th day of September 2016 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

EXHIBIT 2

CITY COUNCIL ORDINANCE 1379 REDLINE VERSION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA AMENDING TITLE 17 ("ZONING") OF THE SEIRRA MADRE MUNICIPAL CODE BY AMENDING CHAPTER 17.08 ("DEFINITIONS") SECTION 17.08.020 ("WORDS, TERMS, PHRASES DEFINED"), CHAPTER 17.20 ("R-1 ONE FAMILY RESIDENTIAL"), SECTION 17.20.100 ("NEWLY CREATED LOTS – REAR LINE WIDTH"), SECTION 17.20.110 ("NEWLY CREATED LOTS - MINIMUM AVERAGE WIDTH"), SECTION 17.20.115 ("FLAG LOTS AND EXCLUSIVE ACCESS EASEMENTS – PROHIBITED"), AND SECTION 17.20.125 ("ALLOWABLE GROSS FLOOR AREA").

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

SECTION 1. Section 17.08.020 ("Words, terms, phrases defined") of Chapter 17.08 ("Definitions") of Title 17 ("Zoning") is hereby amended to read as follows:

"Lot area" means the total horizontal area within the boundary lines of a lot or parcel; provided, however, that the following shall be excluded from the computation thereof:

1. Any portion of said lot or parcel which serves as an access easement to any ~~other~~ lot or building site; or
2. Any portion of said lot or parcel which serves as an improved surface flood control project under the jurisdiction of any public agency.

For the purpose of determining area in the case of an irregular, triangular or gore-shaped lot, a line ten feet in length within the lot and farthest removed from the front lot line and at right angles to the line representing the lot depth of such lot shall be used as the rear lot line.

SECTION 2. Section 17.20.100 ("Newly created lots – Rear line width") of Chapter 17.20 ("R-1 One Family Residential Zone") of Title 17 ("Zoning") is hereby amended to read as follows:

17.20.100 - Newly created or reconfigured lots —~~Rear line width, and street frontage.~~

Every lot in the R-1 zone ~~hereafter~~ created or reconfigured by lot line adjustment or otherwise, after October 2016 shall have-a:

A. A width at the rear line of a twenty-five foot front yard setback of not less than the following:

- ~~A.1.~~ Lots required to have a minimum lot area of less than nine thousand square feet: sixty feet;
- ~~B.2.~~ Lots required to have a minimum lot area ~~of between from~~ nine thousand ~~and ten up to but not including eleven~~ thousand ~~nine hundred~~-square feet: seventy feet;
- ~~C.3.~~ Lots required to have a minimum lot area ~~of between from~~ eleven thousand square feet ~~and fourteen up to but not including fifteen~~ thousand ~~nine hundred ninety-nine~~-square feet: eighty feet;
- ~~D.4.~~ Lots required to have a minimum area of or in excess of fifteen thousand square feet: ninety feet.

SECTION 3. Section 17.20.110 ("Newly created lots – Minimum average width") of Chapter 17.20 ("R-1 One Family Residential Zone") of Title 17 ("Zoning") is hereby amended as subsection B and C of 17.20.100, as follows:

~~17.20.110—Newly created lots—Minimum average width.~~

~~Each lot in the R-1 zone hereafter created shall have an~~B. ~~An~~ average width of not less than ten feet less than the required frontage width appertaining to such lot, as set forth in subsection A above.

C. ~~Frontage on a public street (or private street created in accordance with Section 17.20.100–16.32.030 of this code) of not less than the required width appertaining to such lot, as set forth in subsection A above, except:~~

SECTION 4. Section 17.20.115 ("Flag lots and exclusive access easements") of Chapter 17.20 ("R-1 One Family Residential Zone") of Title 17 ("Zoning") is hereby amended as subitems 1 and 2 of 17.20.100.C as follows:

~~17.20.115—Flag-1. For lots at the end of a cul-de-sac: or~~

~~2. Lots accessed by a shared private driveway (whether shared access easement or jointly-owned roadway lot) when all of the following are met:~~

~~a. The shared private driveway shall be at least 15 feet wide, or wider if required by fire code, and shall meet all other fire code requirements;~~

~~b. To the extent feasible and Exclusive Access Easements—Prohibited. compliant with fire and other applicable codes, the shared private driveway shall be constructed of permeable materials and/or have a rainwater catchment and detention system;~~

~~c. The shared private driveway shall be the sole means of vehicular access to the lots it crosses, and no such lot may have a separate driveway;~~

d. Historic resources shall be preserved in accordance with Section 16.04.060 of this code, and to the extent practicable, all other existing primary structures shall be preserved;

e. Public access to the shared driveway shall be maintained at all times, and such driveway shall not be gated or closed in any manner;

f. The lot fronting the public street (or private street created in accordance with Section 16.32.030 of this code) shall have minimum frontage thereon as required above, and each lot shall have minimum frontage on the shared private driveway as required above as if the same were a public street, except for lots at the end of the shared private driveway;

g. The shared private driveway shall be named and a street sign shall be installed where the same intersects a public street;

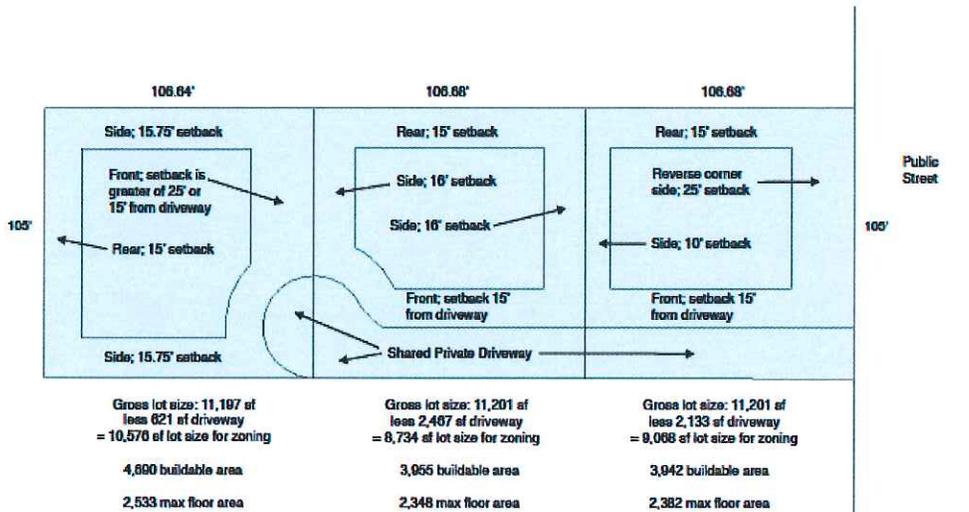
h. All such shared private driveways shall be made subject to maintenance agreements, which shall be approved by the city and shall be recorded as to all properties having a maintenance responsibility therefor; and

i. The city shall not be responsible for the maintenance of any shared private driveways.

The front of lots created by subdivisions using a shared private driveway in accordance with subsection (C) 2 above shall face the shared public driveway and the lot with frontage on a public street (or private street created in accordance with Section 16.32.030 of this code) shall be considered a reverse corner lot; provided however, that the front yard setback for such lots shall be at least 15 feet from the edge of the shared public driveway, and for purposes of applying standards for walls and fences along the secondary street frontage, the same shall be treated as a primary front yard. Lot orientation and setbacks are illustrated on Diagram G.

EXHIBIT G

Example of Shared Private Driveway Subdivision on 320' X 105' Lot

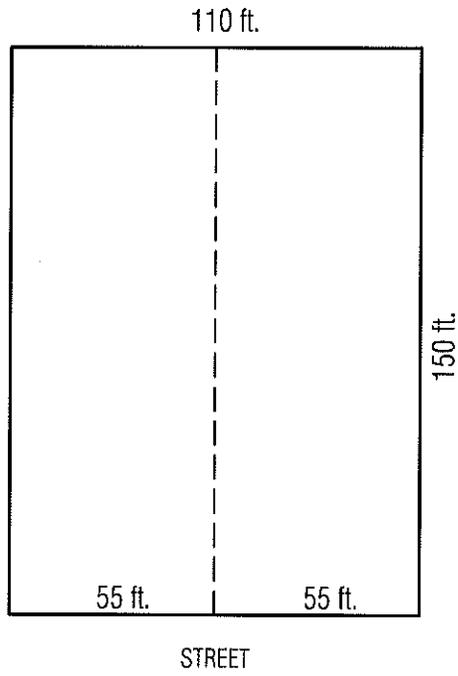


By way of illustration and not limitation of the foregoing, effective October 2016, flag lot configurations and exclusive access easements for access to a landlocked property/properties are prohibited in the R-1 Zone for newly created lots and for newly configured lots resulting from lot line adjustments. Additionally, Diagram H is provided with examples of permissible and prohibited lot configurations.

EXHIBIT H

Lot Split Example Diagram

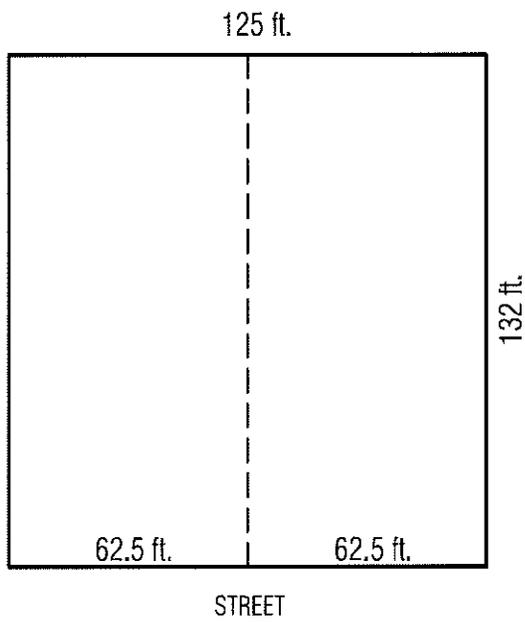
NOT PERMITTED



In R1-7 zone; Existing lot 110 ft. by 150 ft.
Lot split not allowed because each lot of less than 9000 square feet must have at least 60 foot wide frontage on the street. Each of these lots would have only 55 foot frontage.

Lot Split Example Diagram

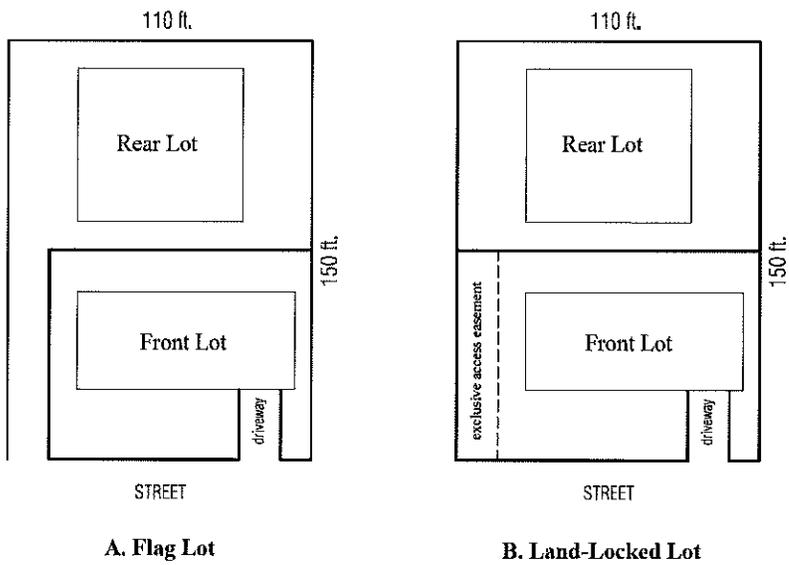
ALLOWABLE



In R1-7 zone; Existing lot 125 ft. by 132 ft.
Lot split permitted because each lot of less than 9000 square feet has at least 60 foot frontage on street. Each lot would have 62.5 foot frontage on street.

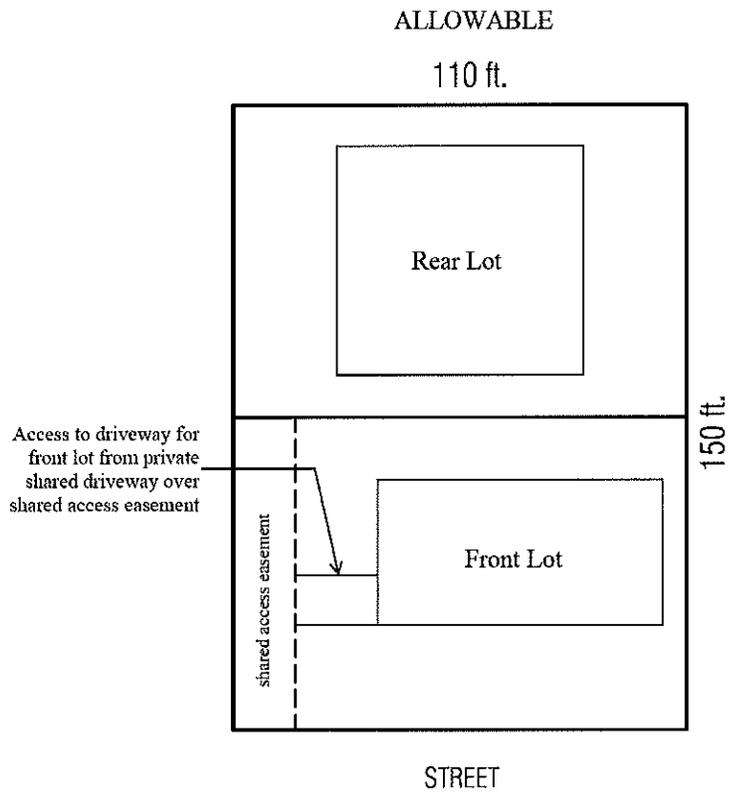
Lot Split Example Diagram

NOT PERMITTED



Lot split not permitted because rear lot is a: A) flag lot configuration or B) has exclusive access easement to land locked property. Two residences with separate driveways not permitted.

Lot Split Example Diagram



Private shared driveway of required width with appropriate fire access operates as very short shared street with public access.

SECTION 5. A new Section 17.20.110 entitled "Minor Lot Line Adjustments" is added herein to Chapter 17.20 ("R-1 One Family Residential") of Title 17 ("Zoning") to read as follows:

17.20.110 – Minor lot line adjustments

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Notwithstanding Section 17.20.100, a lot line adjustment may be approved by the director of Planning and Community Preservation through a minor conditional use permit process in accordance with Section 17.60.055, provided that for each affected lot none of the (i) width at setback, (ii) average lot width, or (iii) street frontage are altered by more than 10 percent.

SECTION 6. Section 17.20.125 ("Allowable gross floor area") of Chapter 17.20 ("R-1 One Family Residential Zone") of Title 17 ("Zoning") is hereby amended to read as follows:

17.20.125 - Allowable gross floor area.

A. AllowableFor lots created or reconfigured by lot line adjustment or otherwise after July 1, 2016***, allowable gross floor area on a single lot shall not exceed, either by addition or new construction, the amounts indicated in the following table:

Lot Area (square feet—SF)*	Allowable Gross Floor Area (SF)**
<u>Under 7,500 sf</u>	<u>30% of lot area</u>
<u>Over 7,500</u>	<u>2,225 sf + 10% of lot area over 7,500 sf</u>

B. For all other lots, allowable gross floor area on a single lot shall not exceed, either by addition or new construction, the amounts indicated in the following table:

<u>Lot Area (square feet—SF)</u>	<u>Allowable Gross Floor Area (SF)*</u>
Under 7,500 sf	35% of lot area
7,500—11,000 sf	2,625 sf + 25% of lot area over 7,500 sf
Over 11,000—30,000 sf	3,500 sf + 12% of area over 11,000 sf
Over 30,000 sf	5,780 sf + 10% of area over 30,000 sf plus 5% of area over 30,000 sf for detached accessory buildings, such as a permitted second unit, guest house or detached garage.

~~* Flood control easements shall be included in the computation of lot area and access easements shall be excluded from the computation of lot area.~~

**For smaller lots where the maximum building floor area allows less than one thousand square feet, a maximum one thousand square feet is permissible if all other zoning standards can be met.

BC. The calculation of allowable gross floor area shall include all areas that are considered gross floor area under Section 17.20.015 of this title.

SECTION 7. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment, because it will impose greater limitations on development in the City and protect the aesthetic character of Sierra Madre, thereby serving to reduce potential significant adverse environmental impacts. The adoption of this ordinance is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 8. Effective Date. This Ordinance is adopted by the City Council and shall take effect 30 days after approval by the City Council. This Ordinance and the City Clerk's certification, together with proof of publication, shall be entered in the Book of Ordinances of the City Council.

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

PASSED, APPROVED AND ADOPTED, this ___ day of _____, 2016

Gene Goss, Mayor

ATTEST:

Melinda Carrillo, City Clerk

I, _____, City Clerk of the City of Sierra Madre, California, do hereby certify that the foregoing Ordinance 1379 was introduced at a regular meeting of the City Council of the City of Sierra Madre held on the 13th day of September 2016, and was adopted at its regular meeting of September 27, 2016 by the following vote:

AYES:

NOES

ABSTAIN:

ABSENT:

PC RESOLUTION 16-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE RECOMMENDING APPROVAL OF ORDINANCE 1379 TO AMEND CHAPTERS 17.08 ("DEFINITIONS") AND 17.20 (R-1 ONE-FAMILY RESIDENTIAL ZONE) OF THE SIERRA MADRE MUNICIPAL CODE.

WHEREAS, the R-1 One Family Residential Zoning Ordinance (Chapter 17.20 of the Municipal Code) was adopted to encourage development that preserves the small town character of the community, maintains the existing pattern of development, encourages preservation of historical structures and the appropriate scale and size of new construction and reconstruction that is compatible with the existing neighborhood and surroundings;

WHEREAS, the City is concerned that existing development standards in the R-1 Zoning Ordinance may encourage the demolition of existing homes and their replacement, through the approval of a lot split, with two or more homes that have a higher lot coverage than that which can be achieved on the original larger lot;

WHEREAS, the City Council adopted a General Plan Update in July 2015 that includes Policy L1.7 which requires the development of regulations that discourage lot splits;

WHEREAS, Implementation Measure IM-2 of the General Plan Update requires that the R-1 Ordinance be amended to implement Policy L1.7 which requires the development of new regulations discouraging lots splits;

WHEREAS, the proposed amendments to Chapter 17.20 include the establishment of maximum allowable floor area specific to new lots and lots reconfigured through lot line adjustments, new minor lot line adjustment provisions, new requirements for minimum frontage for lots located at the end of a cul-de-sac and for lots accessed by a shared private driveway, new diagrams illustrating the requirements for lots accessed by a shared driveway and prohibited/permitted lot configurations for lot splits, and elimination of flood control easement areas in the calculation of lot area for purposes of calculating maximum allowable floor area for construction;

WHEREAS, the proposed revision to the definition of "lot area" in the Definitions Ordinance (Chapter 17.08) clarifies that access easements should not be included in the calculation when it provides access to any lot, not just the lot in question as it is currently stated.

WHEREAS, the Planning Commission discussed these revisions at two meetings and wish to recommend to the City Council the subject municipal code text amendment as the proposed changes will help preserve the City's R-1 Zone neighborhoods characterized by single-family dwellings;

WHEREAS, the amendments are generally consistent with the goals, policies, and

objectives of the General Plan in that it would help protect low-density single-family residential uses in the R-1 Zone.

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

WHEREAS, the amendment qualifies for an Exemption, pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) as it can be seen with certainty that there is no possibility that the changes would have a significant effect on the environment because it will impose greater limitations on development in the City and protect the aesthetic character of Sierra Madre, thereby serving to reduce potential significant adverse environmental impacts; and

WHEREAS, notice was duly given of the public hearing on the matter, which public hearing was held before the Planning Commission on July 7, 2016, with all testimony being received being made part of the public record;

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

Recommend that the City Council approve the ordinance amending Chapters 17.08 and 17.20 attached hereto as Exhibit 1.

APPROVAL RECOMMENDED, the 7th day of July, 2016, by the following vote:

AYES: 5

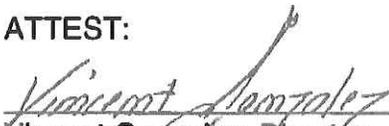
NOES: 0

ABSTAIN: 0

ABSENT: 1


Chair Frierman-Hunt
Planning Commission

ATTEST:



Vincent Gonzalez, Director
Planning and Community Preservation

MEMO

Date: March 3, 2016

To: Sierra Madre Planning Commission

From: Subdivision Subcommittee

Subject: Lot Splits and Shared Driveway Subdivisions

In order to implement the updated General Plan, the Planning Commission recently recommended, and the City Council adopted, revisions to the City's zoning code primarily focusing on developments in the R-1 Zone. At the time, certain issues concerning subdivisions were tabled, and this subcommittee was charged with investigating such issues in detail. Specifically, we were asked to address lot splits and subdivisions employing shared driveways in relation to General Plan Objective L1 ("Continuing the existing pattern of residential housing development.") and Policy L1.7 ("Develop regulations that discourage lot splits, including but not limited to, increasing minimum lot sizes.") See attached Exhibit A for the full text of General Plan Objective L1 and its implementing policies.

As detailed below, we recommend that (i) the issue of lot splits be addressed by adopting a lower maximum FAR for new lots which would discourage lot splits by reducing their financial incentive without altering the town's existing pattern of residential development, and (ii) new standards be adopted for shared driveway subdivisions which would address planning and safety concerns while also continuing the town's existing pattern of residential development.

Lot Splits

On many occasions throughout the General Plan update process the concern was raised that lot splits could potentially alter the character of the town's residential development. The typical scenario of concern was a long-standing home being sold, demolished, and in its place two or three McMansions built. The way in which our existing zoning code calculates allowable floor area incentivizes this because if a lot is split more aggregate square footage can be built on the resulting smaller lots than the previous one large lot.

The solution for this concern proffered during the General Plan update process was simply to increase minimum lot sizes. However, as we concluded in prior Planning Commission discussions, when further analyzed this supposedly simple solution has a number of drawbacks. It would cause almost all existing lots in town to be non-conforming. While this may not be a technical problem, something about it intuitively felt wrong. Additionally, increased lot sizes would not just discourage lot splits, rather they would prohibit them altogether. In the face of development pressures, this would

lead to many more larger houses (aka McMansions) rather than the eclectic mix of house sizes comprising our current development pattern.

At a previous Planning Commission meeting, the City attorney suggested an inventive alternative solution: retain current lots sizes allowing subdivision, but limit allowable floor area to the amount that could have been built prior to subdivision. This would discourage subdivision by reducing its financial incentive, but not act as a complete prohibition. We are concerned, though, that the financial disincentive would be so great that this would function very similar to a prohibition. Why would someone incur the expense, delay and risk of getting a subdivision map approved if they could only build the same amount of floor area? Especially when the maximum sellable square footage would actually be reduced because the subdivision development would have more garage space (which we include in floor area but is generally not included in sellable space).

Additionally, this methodology would add administrative complexity. In order to determine the allowable floor area on an individual lot, it would be necessary to know the amount that was allowable on the master lot prior to subdivision and the amount allocated or constructed on the other subdivided lots.

We next considered using the City attorney's suggestion but slightly increasing the allowed floor area for each new lot created. This would still allow much less floor area than current code but not so much as to effectively bar lot splits. In other words, it would allow similar amounts of sellable space for one large house or multiple smaller houses. However, it still suffers from the added administrative complexity of needing information from other lots to determine the allowed floor area on a given lot.

We then sought a mechanism that would reduce the floor area gain from subdivision to approximate parity when considering sellable space, and that would be as simple to administer as our current floor area rules. We concluded the best way to achieve this was to modify the floor area ratios for new lots. We analyzed numerous permutations and arrived at an FAR limit of 30% of lot area for the first 7,500 square feet of lot area and 10% for additional lot area. See Exhibit B for the code revisions to Section 17.20.125 that we propose to implement our recommendation. Here's a bullet point summary:

- New Subsection (A) sets forth the FAR limits for newly created lots and lots reconfigured by lot line adjustment. We will need to adjust the stated effective date based on how quickly these code revisions are reviewed and adopted.
- New Subdivision (B) applies to all existing lots the FAR limits from existing 17.20.125. We made one substantive change to this provision – we deleted a provision that includes flood easements in lot area unlike the general definition of lot area set forth in Section 17.08.020. We surmise that this provision was errantly incorporated from the RC Code along with its provision for minimum floor area. We feel it is inappropriate in the R-1 Code.

To see how our proposal would work we can analyze a sample 20,000 square foot lot. If the lot were not split, the maximum floor area allowed would be 4,580 square feet (less 400 square foot garage yields 4,180 sellable square feet). If the lot were split evenly, two 3,250 square foot houses (or 2,850 not counting garages) could be built under current code. This totals 6,500 square feet, 5,700 of which would be sellable. This represents a gain of 1,920 square feet, or 1,520 square feet of sellable space. Under our proposed FAR rules, the split lots would each accommodate a 2,500 square foot house (2,100 without garage) for a total of 5,000 square feet (or 4,200 sellable). This represents a gain of 420 square feet, or 20 square feet of sellable space. These results are summarized in the chart below.

	Max Floor Area One Lot		Max Floor Area Two Lots		Floor Area Gain from Split	
	Gross	Sellable	Gross	Sellable	Gross	Sellable
Current	4,580	4,180	6,500	5,700	1,920	1,520
Proposed	4,580	4,180	5,000	4,200	420	20

More detailed calculations for all rule permutations discussed above (i.e., no split, split under existing code, split under City attorney proposal, split under modified City attorney proposal, and split under reduced FAR proposal) for many different lot sizes are shown in the spreadsheets attached as Exhibits C-1 & C-2.

Shared Driveway Subdivisions

We felt the best starting place for analyzing shared driveway subdivisions was to review and inspect those that exist in town. So we walked and/or drove numerous examples, including Grove Lane, Grove Alley, Auburn Lane, 48/50 Rancho Road, Monterey Place, 267 West Montecito Avenue, Oak Meadow Place, Canon Place, Olivera Lane, Monte Vista Lane, Old Oak Lane, Gatewood Lane, Krinke Way, Sierra Keys Drive, driveways off North Sunnyside Avenue (north of Fairview Avenue), and 463-471 Auburn Avenue. We observed that this is a very common development pattern in town with a number of positive attributes, but with some elements that should be avoided in any future subdivisions.

On the positive side, these layouts add to the eclectic housing mix that makes Sierra Madre interesting, they allow access to land distant from public streets, they typically are populated with small to medium-sized houses and they often have a warm feeling of community. We did encounter situations where the driveways were so narrow or winding that we questioned their safety, others where they seemed to shut off the outside world rather than add to the sense of community, and places where the houses seemed to overcrowd the driveways.

At the most basic, we felt that the layouts that intuitively “worked” would best be described as little roads or lanes. These were of appropriate size for safety, were open to public access and were developed with homes in balance with the lane. Some of the best examples are Grove Alley (which intersects and runs west from the 300 block of North Grove Street), Olivera Lane (which intersects and runs north from the 600 block

of East Orange Grove Avenue) and the shared driveway at 463 to 471 North Auburn Avenue (this one is a good recent example of driveway layout but suffers from houses that are too large and close).

Before crafting development standards for shared private driveway subdivisions that would resemble lanes, we first considered whether there are preferable alternatives to continuing this type of development in town. The alternatives to allowing subdivision based on such lanes would be subdivision of lots with sufficient street frontage into long, skinny lots, or for lots without adequate frontage, to simply disallow any subdivision.¹ We find either of these alternatives to be less desirable than shared driveway subdivisions. The larger lots will encourage larger houses. The narrowness and small frontage of these lots will tend to concentrate the bulk of their large houses very near the street and neighbors. Additionally, these larger houses will exacerbate the current development trend toward larger houses, thereby altering our existing pattern of residential housing in contravention of General Plan Objective L1.

Existing Zoning Code Sections 17.20.100, .110 & .115 address subdivision issues in the R-1 Zone. We propose combining and streamlining them, then adding development standards for shared driveway subdivisions as set forth in Exhibit D. Here's a bullet point summary:

- In the first sentence in 17.20.100 we added a provision to ensure that lots reconfigured by lot line adjustment would be covered in addition to newly created lots.
- The width-at-setback requirements from old 17.20.100 are renumbered as Subsection A.
- The average width requirements from old 17.20.110 are renumbered as Subsection B.
- The prohibition on flag lots and exclusive easements from old 17.20.115 is subsumed into new Subdivision C regarding street frontage. Interestingly, our existing Zoning Code doesn't have a street frontage requirement, rather a width-at-setback requirement (old 17.20.100, new 17.20.100(A)). Having an actual street frontage requirement not only prohibits flag lots and exclusive access easements, it bans any other configuration that a loophole exploiter could invent. The only exceptions are as listed.
- Subsection (C)1 allows for reduced frontage for end of cul-de-sac lots. Keep in mind, however, that they still need to meet width-at-setback and average-width requirements, so the potential for abuse is limited.
- Subsection (C)2 allows for shared driveway subdivisions when all development standards are met.
- Standard "a" sets forth minimum driveway width. Fire code generally requires a fire apparatus access road for any structure more than 150 feet from a

¹ Of course subdivision with full-sized public roads is hypothetically an alternative, but there aren't any vacant R-1 zoned parcels large enough to support this.

public street. Such fire roads need to be 20 feet wide. See Exhibit E for pertinent fire code provisions. Functionally, this will kick in for subdivisions with three or more lots.

- We felt there should be some width requirement for where the fire code wouldn't apply (i.e., two-lot subdivisions). We didn't find any existing minimum driveway requirement in the R-1 code, although Exhibit D to Section 17.68.080(S) regarding minimum backup clearance for rear garages shows a minimum driveway width of 10 feet, and Section 17.20.120(B) provides a maximum width of 12 feet for circular driveways. For comparison, R-3 Code Section 17.28.170(E) sets a minimum driveway width of 10.5 feet for access of up to 12 units, and 18 feet for access to more units.
- Standard "b" requires use of permeable pavement and/or rain catchment systems where allowed by fire code.
- Standard "c" prohibits curb cuts other than the shared private driveway.
- Standard "d" references the existing requirement in Section 16.04.060 to preserve historic resources, and requires preservation of other existing primary structures where practicable. We felt some protection of non-historic houses was in order, but not so much that it would make the whole concept unworkable. We can imagine a scenario where two layouts are feasible, and this standard would allow the City to require the one that preserves the existing house.
- Standard "e" requires public access to be maintained.
- Standard "f" addresses lot frontage issues for lanes similarly to how they are dealt with for lots fronting public streets.
- Standard "g" requires a street sign. Need to confirm this with public works.
- Standards "h" & "i" address maintenance and the City's involvement.
- The next paragraph addresses lot orientation and setbacks. We felt this was a major concern with some existing developments on shared driveways. Starting the 25 foot front setback from the property line allows structures to be within five feet of the driveway. We felt that this is too close, but a full 25 feet too much. Exhibit F is a draft diagram illustrating lot orientation and setbacks.
- The Zoning Code definition of lot area at Section 17.08.020 excludes, "Any portion of said lot or parcel which serves as an access easement to any other lot or building site". There is some ambiguity in this definition as to whether the portion of the shared driveway on the rear lot would be excluded. The diagram at Exhibit F clarifies that it would be excluded. We also propose deleting the word "other" from the quoted clause as shown in full on Exhibit G.
- The final paragraph confirms that flag lots are prohibited under this section. It also provides diagrams that illustrate permissible and prohibited lot configurations. See Exhibit H.

Exhibits

- Exhibit A – General Plan Objective L1
- Exhibit B-1 – Revised § 17.20.125 (Clean)
- Exhibit B-2 – Revised § 17.20.125 (Redlined from Existing)
- Exhibit C-1 – Floor Area Calculations for Subdivisions (example lots)
- Exhibit C-2 – Floor Area Calculations for Subdivisions (Sierra Madre lots)
- Exhibit D-1 – Revised § 17.20.100 (Clean)
- Exhibit D-2 – Revised § 17.20.100 (Redlined from Existing)
- Exhibit E – Section 503 of the California Fire Code
- Exhibit F – Lot Orientation and Setbacks
- Exhibit G – Revised Definition of Lot Area at § 17.08.020 (Redlined from Existing)
- Exhibit H – Lot Configuration Examples

Exhibit A
General Plan Objective L1

General Types and Mix of Land Uses

Objective L1: Continuing the existing patterns of residential housing development.

Policies:

- L1.1 Maintain areas of the City for single-family residences on varying lot sizes through the review and update of appropriate development standards.
- L1.2 Maintain areas of the City for the development of two units per lot through the review and update of appropriate development standards.
- L1.3 Maintain areas of the City for the development of multiple-unit apartment, condominium, and townhouse development through the review and update of appropriate development standards.
- L1.4 Develop regulations for housing which meets the special needs of senior citizens and the disabled.
- L1.5 Encourage preservation, refurbishment, and adaptive reuse of existing housing stock. 🌿
- L1.6 Require that new residential development, substantial remodeling and additions comply with all adopted water conservation measures that reduce and minimize the impact on the City's water supply and its ability to serve its water customers. 🌿
- L1.7 Develop regulations that discourage lot splits, including but not limited to, increasing minimum lot sizes.

Objective L2: Appropriately regulating group living facilities such as assisted living facilities, homes for the aged, dormitories, boarding houses, sororities, fraternities, live-in drug or alcohol rehabilitation facilities, rest homes and convalescent hospitals in designations which allow residential uses.

Exhibit B-1

Revised § 17.20.125 (Clean)

17.20.125 - Allowable gross floor area.

- A. For lots created or reconfigured by lot line adjustment or otherwise after July 1, 2016^{***}, allowable gross floor area on a single lot shall not exceed, either by addition or new construction, the amounts indicated in the following table:

Lot Area (square feet—SF)	Allowable Gross Floor Area (SF)*
Under 7,500 sf	30% of lot area
Over 7,500	2,225 sf + 10% of lot area over 7,500 sf

- B. For all other lots, allowable gross floor area on a single lot shall not exceed, either by addition or new construction, the amounts indicated in the following table:

Lot Area (square feet—SF)	Allowable Gross Floor Area (SF)*
Under 7,500 sf	35% of lot area
7,500—11,000 sf	2,625 sf + 25% of lot area over 7,500 sf
11,000—30,000 sf	3,500 sf + 12% of area over 11,000 sf
Over 30,000 sf	5,780 sf + 10% of area over 30,000 sf plus 5% of area over 30,000 sf for detached accessory buildings, such as a permitted second unit, guest house or detached garage.

*For smaller lots where the maximum building floor area allows less than one thousand square feet, a maximum one thousand square feet is permissible if all other zoning standards can be met.

- C. The calculation of allowable gross floor area shall include all areas that are considered gross floor area under Section 17.20.015 of this title.

Exhibit B-2

Revised § 17.20.125 (Redlined from Existing)

17.20.125 - Allowable gross floor area.

- A. ~~Allowable~~ For lots created or reconfigured by lot line adjustment or otherwise after July 1, 2016^{***}, allowable gross floor area on a single lot shall not exceed, either by addition or new construction, the amounts indicated in the following table:

Lot Area (square feet—SF)*	Allowable Gross Floor Area (SF)**
<u>Under 7,500 sf</u>	<u>30% of lot area</u>
<u>Over 7,500</u>	<u>2,225 sf + 10% of lot area over 7,500 sf</u>

- B. For all other lots, allowable gross floor area on a single lot shall not exceed, either by addition or new construction, the amounts indicated in the following table:

<u>Lot Area (square feet—SF)</u>	<u>Allowable Gross Floor Area (SF)*</u>
Under 7,500 sf	35% of lot area
7,500—11,000 sf	2,625 sf + 25% of lot area over 7,500 sf
Over 11,000—30,000 sf	3,500 sf + 12% of area over 11,000 sf
Over 30,000 sf	5,780 sf + 10% of area over 30,000 sf plus 5% of area over 30,000 sf for detached accessory buildings, such as a permitted second unit, guest house or detached garage.

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~~* Flood control easements shall be included in the computation of lot area and access easements shall be excluded from the computation of lot area.~~

*

*For smaller lots where the maximum building floor area allows less than one thousand square feet, a maximum one thousand square feet is permissible if all other zoning standards can be met.

- BC. The calculation of allowable gross floor area shall include all areas that are considered gross floor area under Section 17.20.015 of this title.

Exhibit C-1

Floor Area Calculations for Subdivisions (example lots)

Max Allowable Floor Area
R-1 / 7500 min lot size

Lot Size	As-is Acre	Max Split	Max Lots	Split - Current Code		As-is				Split - Staff Proposal				Split - Staff Proposal 1500 per new lot				Split - new FAR		As-is								
				Per Lot	CUP?	Total	split gain	split gain	split gain	split gain	Per Lot	CUP?	Total	split gain	split gain	split gain	split gain	Per Lot	CUP?	Total	split gain	split gain	split gain	split gain				
15,000	3.980	2	2	2,628		5,250	1,270	3,580	4,450	870	1,660	3,580	0	3,650	2,180	-400	2,240	4,480	500	3,980	3,680	100	2,280	4,500	520	3,550	3,700	120
16,000	4,100	2	2	2,750		5,500	1,400	3,700	4,700	1,000	2,950	4,100	0	3,750	2,300	-400	2,300	4,600	500	3,700	3,800	100	2,300	4,600	500	3,700	3,800	100
17,000	4,220	2	2	2,875		5,750	1,530	3,820	4,950	1,130	2,110	4,220	0	3,820	3,420	-400	2,390	4,720	500	3,820	3,920	100	2,390	4,700	480	3,820	3,900	80
18,000	4,340	2	2	3,000	yes	6,000	1,660	3,940	5,200	1,230	2,170	4,340	0	3,940	3,940	-400	2,420	4,840	500	3,940	4,040	100	2,400	4,800	480	3,940	4,000	60
19,000	4,460	2	2	3,125	yes	6,250	1,790	4,060	5,450	1,390	2,230	4,460	0	4,060	3,860	-400	2,460	4,960	500	4,060	4,160	100	2,480	4,900	440	4,060	4,100	40
20,000	4,580	2	2	3,250	yes	6,500	1,920	4,180	5,700	1,520	2,290	4,580	0	4,180	3,780	-400	2,500	5,060	500	4,180	4,280	100	2,500	5,000	420	4,180	4,200	20
21,000	4,700	2	2	3,375	yes	6,750	2,050	4,300	5,950	1,650	2,350	4,700	0	4,300	3,900	-200	2,600	5,200	500	4,300	4,400	100	2,550	5,100	400	4,300	4,300	0
22,000	4,820	2	2	3,500	yes	7,000	2,180	4,420	6,200	1,780	2,410	4,820	0	4,420	4,020	-200	2,650	5,320	500	4,420	4,520	100	2,600	5,200	380	4,420	4,400	-20
23,000	4,940	3	3	2,987		6,000	3,060	4,340	8,800	2,460	1,647	4,940	0	4,340	3,740	-600	1,980	5,940	1,000	4,340	4,740	400	2,287	6,800	1,850	4,340	5,800	1,260
24,000	5,060	3	3	2,750		6,250	3,190	4,460	7,050	2,590	1,687	5,060	0	4,460	3,860	-600	2,020	6,040	1,000	4,460	4,860	400	2,300	6,900	1,840	4,460	5,700	1,240
25,000	5,180	3	3	2,833		6,500	3,320	4,580	7,300	2,720	1,727	5,180	0	4,580	3,980	-600	2,060	6,160	1,000	4,580	4,960	400	2,333	7,000	1,820	4,580	5,600	1,220
26,000	5,300	3	3	2,917		6,750	3,450	4,700	7,550	2,850	1,767	5,300	0	4,700	4,100	-600	2,100	6,280	1,000	4,700	5,100	400	2,357	7,100	1,800	4,700	5,500	1,200
27,000	5,420	3	3	3,000	yes	7,000	3,580	4,820	7,800	2,980	1,807	5,420	0	4,820	4,220	-600	2,140	6,400	1,000	4,820	5,220	400	2,400	7,200	1,780	4,820	5,400	1,180
28,000	5,540	3	3	3,083	yes	7,250	3,710	4,940	8,050	3,110	1,847	5,540	0	4,940	4,340	-600	2,180	6,540	1,000	4,940	5,340	400	2,433	7,300	1,760	4,940	5,300	1,160
29,000	5,660	3	3	3,167	yes	7,500	3,840	5,060	8,300	3,240	1,887	5,660	0	5,060	4,460	-600	2,220	6,660	1,000	5,060	5,460	400	2,467	7,400	1,740	5,060	5,200	1,140
30,000	5,780	4	4	2,625		10,500	4,720	5,180	8,900	3,720	1,445	6,780	0	5,180	4,180	-1,000	1,820	7,260	1,500	5,180	5,630	500	2,250	9,000	3,220	5,180	7,400	2,220
31,000	5,900	4	4	2,588		10,750	4,850	5,300	9,150	3,820	1,483	6,900	0	5,300	4,330	-1,000	1,858	7,430	1,500	5,300	5,830	500	2,275	9,100	3,170	5,300	7,500	2,110
32,000	6,020	4	4	2,750		11,000	4,950	5,480	9,400	3,920	1,520	7,020	0	5,480	4,480	-1,000	1,895	7,640	1,500	5,480	5,960	500	2,300	9,200	3,120	5,480	7,600	2,120
33,000	6,230	4	4	2,813		11,250	5,020	5,620	9,650	4,020	1,559	7,230	0	5,620	4,620	-1,000	1,933	7,730	1,500	5,620	6,130	500	2,325	9,300	3,070	5,620	7,700	2,070
34,000	6,340	4	4	2,875		11,500	5,120	5,760	9,900	4,120	1,595	7,440	0	5,760	4,720	-1,000	1,970	7,850	1,500	5,760	6,260	500	2,350	9,400	3,020	5,760	7,800	2,020
35,000	6,550	4	4	2,938		11,750	5,220	5,950	10,150	4,220	1,633	7,650	0	5,920	4,920	-1,000	2,008	8,050	1,500	5,920	6,430	500	2,375	9,500	2,970	5,920	7,900	1,970
36,000	6,660	4	4	3,000	yes	12,000	5,320	6,080	10,400	4,320	1,670	7,860	0	6,080	5,020	-1,000	2,046	8,160	1,500	6,080	6,580	500	2,400	9,600	2,920	6,080	8,000	1,920
37,000	6,830	4	4	3,063	yes	12,250	5,420	6,220	10,650	4,420	1,709	8,070	0	6,220	5,210	-1,000	2,083	8,300	1,500	6,220	6,730	500	2,425	9,700	2,870	6,220	8,100	1,870
38,000	6,980	5	5	2,655		13,250	6,270	6,380	11,250	4,870	1,295	8,980	0	6,380	4,680	-1,400	1,795	8,960	2,000	6,380	6,980	600	2,280	11,300	4,320	6,380	8,200	2,920
39,000	7,120	5	5	2,700		13,500	6,370	6,530	11,500	4,970	1,326	9,190	0	6,530	5,130	-1,400	1,829	9,130	2,000	6,530	7,130	600	2,280	11,400	4,270	6,530	8,300	2,870
40,000	7,280	5	5	2,750		13,750	6,470	6,680	11,750	5,070	1,356	9,390	0	6,680	5,230	-1,400	1,865	9,280	2,000	6,680	7,280	600	2,280	11,500	4,220	6,680	8,400	2,820
41,000	7,410	5	5	2,800		14,000	6,570	6,830	12,000	5,170	1,385	9,590	0	6,830	5,430	-1,400	1,896	9,430	2,000	6,830	7,430	600	2,280	11,600	4,170	6,830	8,500	2,770
42,000	7,550	5	5	2,850		14,250	6,670	6,980	12,250	5,270	1,416	9,790	0	6,980	5,580	-1,400	1,919	9,580	2,000	6,980	7,580	600	2,280	11,700	4,120	6,980	8,600	2,720
43,000	7,720	5	5	2,900		14,500	6,770	7,130	12,500	5,370	1,446	9,990	0	7,130	5,730	-1,400	1,946	9,730	2,000	7,130	7,730	600	2,280	11,800	4,070	7,130	8,700	2,670
43,950	7,814	5	5	2,928		14,640	6,820	7,214	12,640	5,426	1,463	10,140	0	7,214	5,814	-1,400	1,963	9,814	2,000	7,214	7,814	600	2,271	11,856	4,042	7,214	8,856	2,642

Exhibit C-2

Floor Area Calculations for Subdivisions (Sierra Madre lots)

Exhibit D-1

Revised Excerpts from § 17.20.100 (Clean)

17.20.100 - Newly created lots—width and street frontage.

Every lot in the R-1 zone hereafter created or reconfigured by lot line adjustment or otherwise, shall have:

- A. A width at the rear line of a twenty-five foot front yard setback of not less than the following:
1. Lots required to have a minimum lot area of less than nine thousand square feet: sixty feet;
 2. Lots required to have a minimum lot area from nine thousand up to but not including eleven thousand square feet: seventy feet;
 3. Lots required to have a minimum lot area from eleven thousand square feet up to but not including fifteen thousand square feet: eighty feet;
 4. Lots required to have a minimum area of or in excess of fifteen thousand square feet: ninety feet.

B. An average width of not less than ten feet less than the required width appertaining to such lot, as set forth in subsection A above.

C. Frontage on a public street (or private street created in accordance with Section 16.32.030 of this code) of not less than the required width appertaining to such lot, as set forth in subsection A above, except:

1. For lots at the end of a cul-de-sac; or
2. Lots accessed by a shared private driveway (whether shared access easement or jointly-owned roadway lot) when all of the following are met:
 - a. The shared private driveway shall be at least *** ___ *** feet wide, or wider if required by fire code, and shall meet all other fire code requirements;
 - b. To the extent feasible and compliant with fire and other applicable codes, the shared private driveway shall be constructed of permeable materials and/or have a rainwater catchment and detention system;
 - c. The shared private driveway shall be the sole means of vehicular access to the lots it crosses, and no such lot may have a separate driveway;
 - d. Historic resources shall be preserved in accordance with Section 16.04.060 of this code, and to the extent practicable, all other existing primary structures shall be preserved;
 - e. Public access to the shared driveway be maintained at all times, and such driveway shall not be gated or closed in any manner;
 - f. The lot fronting the public street (or private street created in accordance with Section 16.32.030 of this code) shall have minimum frontage thereon as required above, and each lot shall have minimum frontage on the shared private driveway as required above as if the same were a public street, except for lots at the end of the shared private driveway;
 - g. [***check with public works***] The shared private driveway shall be named and a street sign shall be installed where the same intersects a public street;
 - h. All such shared private driveways shall be made subject to maintenance agreements, which shall be approved by the city and shall be recorded as to all properties having a maintenance responsibility therefor; and
 - i. The city shall not be responsible for the maintenance of any shared private driveways.

The front of lots created by subdivisions using a shared private driveway in accordance with subsection (C) 2 above shall face the shared public driveway and the lot with frontage on a public street (or private street created in accordance with Section 16.32.030 of this code) shall be considered a reverse corner lot;

provided however, that the front yard setback for such lots shall be at least 15 feet from the edge of the shared public driveway. Lot orientation and setbacks are illustrated on Diagram *** __***.

By way of illustration and not limitation of the foregoing, flag lot configurations and exclusive access easements for access to landlocked properties are prohibited in the R-1 Zone for newly created lots and for newly configured lots resulting from lot line adjustments. Additionally, Diagrams *** __*** through *** __*** are provided as examples of permissible and prohibited lot configurations.

Exhibit D-2

Revised Excerpts from § 17.20.100 (Redlined from Existing)

17.20.100 - Newly created lots—~~Rear line width and street frontage.~~

Every lot in the R-1 zone hereafter created or reconfigured by lot line adjustment or otherwise, shall have ~~a~~:

A. A width at the rear line of a twenty-five foot front yard setback of not less than the following:

- A.1. Lots required to have a minimum lot area of less than nine thousand square feet: sixty feet;
- B2. Lots required to have a minimum lot area ~~of between from~~ nine thousand ~~and ten up to but not including eleven~~ thousand ~~nine hundred~~-square feet: seventy feet;
- C3. Lots required to have a minimum lot area ~~of between from~~ eleven thousand square feet ~~and fourteen up to but not including fifteen~~ thousand ~~nine hundred ninety nine~~-square feet: eighty feet;
- D4. Lots required to have a minimum area of or in excess of fifteen thousand square feet: ninety feet.

~~17.20.110—Newly created lots—Minimum average width.~~

~~Each lot in the R-1 zone hereafter created shall have an~~B. An average width of not less than ten feet less than the required ~~frontage width~~ appertaining to such lot, as set forth in subsection A above.

C. Frontage on a public street (or private street created in accordance with Section 17.20.100. 16.32.030 of this code) of not less than the required width appertaining to such lot, as set forth in subsection A above, except:

~~17.20.115—Flag~~1. For lots at the end of a cul-de-sac; or

2. Lots accessed by a shared private driveway (whether shared access easement or jointly-owned roadway lot) when all of the following are met:

a. The shared private driveway shall be at least *** ** feet wide, or wider if required by fire code, and shall meet all other fire code requirements;

b. To the extent feasible and ~~Exclusive Access Easements—Prohibited.~~ compliant with fire and other applicable codes, the shared private driveway shall be constructed of permeable materials and/or have a rainwater catchment and detention system;

~~Flag~~ c. The shared private driveway shall be the sole means of vehicular access to the lots it crosses, and no such lot may have a separate driveway;

d. Historic resources shall be preserved in accordance with Section 16.04.060 of this code, and to the extent practicable, all other existing primary structures shall be preserved;

e. Public access to the shared driveway be maintained at all times, and such driveway shall not be gated or closed in any manner;

f. The lot fronting the public street (or private street created in accordance with Section 16.32.030 of this code) shall have minimum frontage thereon as required above, and each lot shall have minimum frontage on the shared private driveway as required above as if the same where a public street, except for lots at the end of the shared private driveway;

g. [***check with public works***] The shared private driveway shall be named and a street sign shall be installed where the same intersects a public street;

h. All such shared private driveways shall be made subject to maintenance agreements, which shall be approved by the city and shall be recorded as to all properties having a maintenance responsibility therefor; and

i. The city shall not be responsible for the maintenance of any shared private driveways.

The front of lots created by subdivisions using a shared private driveway in accordance with subsection (C) 2 above shall face the shared public driveway and the lot with frontage on a public street (or private street created in accordance with Section 16.32.030 of this code) shall be considered a reverse corner lot; provided however, that the front yard setback for such lots shall be at least 15 feet from the edge of the shared public driveway. Lot orientation and setbacks are illustrated on Diagram *** **.

By way of illustration and not limitation of the foregoing, flag lot configurations and exclusive access easements for access to a-landlocked ~~property~~properties are prohibited in the R-1 Zone for newly created lots and for newly configured lots resulting from lot line adjustments. Additionally, Diagrams *** ** through *** ** are provided as examples of permissible and prohibited lot configurations.

Exhibit E

Section 503 of the California Fire Code

ACCESS FEATURES

FIRE COMMAND CENTER.

FIRE DEPARTMENT MASTER KEY.

FIRE LANE.

KEY BOX.

TRAFFIC CALMING DEVICES.

SECTION 503 FIRE APPARATUS ACCESS ROADS

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Section 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access roads shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portion of the facility and all portion of the exterior wall of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The fire code official is authorized to increase the dimension of 150 feet (45 720 mm) when:

1. The building is equipped throughout with an approved automatic fire suppression system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, non-negotiable grade or other similar condition, and an approved alternative means of fire protection is provided.
3. The rear not more than two Group R-3 or Group U occupancies.

503.1.2 Additional access. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that would limit access.

503.1.3 High-piled storage. Fire department vehicle access to buildings used for high-piled combustible storage shall comply with the applicable provision of Chapter 32.

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Section 503.2.1 through 503.2.8.

[California Code of Regulations, Title 19 Division 1, §3.05(a):] Fire Department Access and Egress. (Roads)

(a) Road. Required access roads from every building to a public street shall be all-weather hard-surfaced (suitable for use by fire apparatus) right-of-way not less than 20 feet in width. Such right-of-way shall be unobstructed and maintained only as access to the public street.

Exception: The enforcing agency may waive or modify this requirement if in his opinion such all-weather

hard-surfaced condition is not necessary in the interest of public safety and welfare.

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulder, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet 6 inches (4415 mm).

503.2.2 Authority. The fire code official shall have the authority to require an increase in the minimum access road width if the existing width is inadequate for fire or rescue operations.

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed load of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be determined by the fire code official.

503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus.

503.2.6 Bridges and elevated surfaces. Where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17. Bridge and elevated surfaces shall be designed for a live load sufficient to carry the imposed load of fire apparatus. Vehicle load limits shall be posted at both entrances to bridges when required by the fire code official. Where elevated surfaces designed for emergency vehicle use are adjacent to surfaces which are not designed for such use, approved barriers, approved signs or both shall be installed and maintained when required by the fire code official.

503.2.7 Grade. The grade of the fire apparatus access road shall be within the limits established by the fire code official based on the fire department's apparatus.

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the fire department's apparatus.

503.3 Marking. Where required by the fire code official, approved signs or other approved notice or marking that include the words NO PARKING-FIRE-LANE shall be provided for fire apparatus access roads to identify such roads and prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times.

503.4.1. Traffic calming devices. Traffic calming devices shall be prohibited unless approved by the fire code official.

503.5 Required gates or barricades. The fire code official is authorized to require the installation and maintenance of gates or other approved barricades across fire apparatus access roads, trails or other accessways, not including public streets, or highways. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

503.5.1 Secured gates and barricades. When required, gates and barricades shall be secured in an approved manner. Roads, trails and other accessways that have been closed and obstructed in the manner prescribed by Section 503.5 shall not be trespassed on or used unless authorized by the owner and the fire code official.

Exception: The restriction on use shall not apply to public officers acting within the scope of duty.

503.5.2 Fences and Gates. School grounds may be fenced and gates therein may be equipped with locks, provided that safe dispersal areas based on 3 square feet (0.28 m²) per occupant are located between the school and the fence. Such required safe dispersal areas shall not be located less than 50 feet (15 240 mm) from school buildings.

Every public and private school shall conform with Section 32020 of the Education Code which states:

The governing board of every public school district, and the governing authority of every private school, which maintains any building used for the instruction or housing of school pupils on land entirely enclosed (except for building walls) by fences or walls, shall, through cooperation with the local law enforcement and fire-protection agencies having jurisdiction of the area, make provision for the erection of gates in such fences or walls. The gates shall be of sufficient size to permit the entrance of the ambulances, police equipment and fire-fighting apparatus used by the law enforcement and fire-protection agencies. There shall be no less than one such access gate and there shall be as many such gates as needed to assure access to all major buildings and ground areas. If such gates are to be equipped with locks, the locking devices shall be designed to permit ready entrance by the use of the chain or bolt-cutting devices with which the local law enforcement and fire-protection agencies may be equipped.

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the fire chief. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for auto-

matic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

SECTION 504

ACCESS TO BUILDING OPENINGS AND ROOFS

504.1 Required access. Exterior doors and openings required by this code or the *California Building Code* shall be maintained readily accessible for emergency access by the fire department. An approved access walkway leading from fire apparatus access roads to exterior openings shall be provided when required by the fire code official.

504.2 Maintenance of exterior doors and openings. Exterior doors and their function shall not be eliminated without prior approval. Exterior doors that have been rendered non-functional and that retain a functional door exterior appearance shall have a sign affixed to the exterior side of the door with the words THIS DOOR BLOCKED. The sign shall consist of letters having a principal stroke of not less than ³/₄ inch (19.1 mm) wide and at least 6 inches (152 mm) high on a contrasting background. Required fire department access doors shall not be obstructed or eliminated. Exit and exit access doors shall comply with Chapter 10. Access doors for high-piled combustible storage shall comply with Section 3206.6.1.

504.3 Stairway access to roof. New buildings four or more stories above grade plane, except those with a roof slope greater than four units vertical in 12 units horizontal (33.3-percent slope), shall be provided with a stairway to the roof. Stairway access to the roof shall be in accordance with Section 1009.13. Such stairway shall be marked at street and floor levels with a sign indicating that the stairway continues to the roof. Where roofs are used for roof gardens or for other purposes, stairways shall be provided as required for such occupancy classification.

504.4 Roof access. No person shall install or maintain any security barrier such as barbed wire fencing, razor wire fencing, chain link fencing, or any other fencing material, cable, aerial, antenna, or other obstruction on the roof of any commercial establishment in such a manner as to obstruct or render egress or access hazardous in the event of fire or other emergency.

Exception: Guy wire, rods and aerial antenna masts may be attached to a roof structure having a slope of less than 30 degrees provided there is full clearance of 7 feet or more between the roof and said obstruction. Guy wire or rods required to support aerial or antenna masts may be attached to a roof structure a lateral distance from the mast not in excess of one-sixth the height of the mast.

SECTION 505

PREMISES IDENTIFICATION

505.1 Address identification. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their back-

Exhibit F

Lot Orientation and Setbacks

Example of Shared Private Driveway Subdivision on 320' X 105' Lot

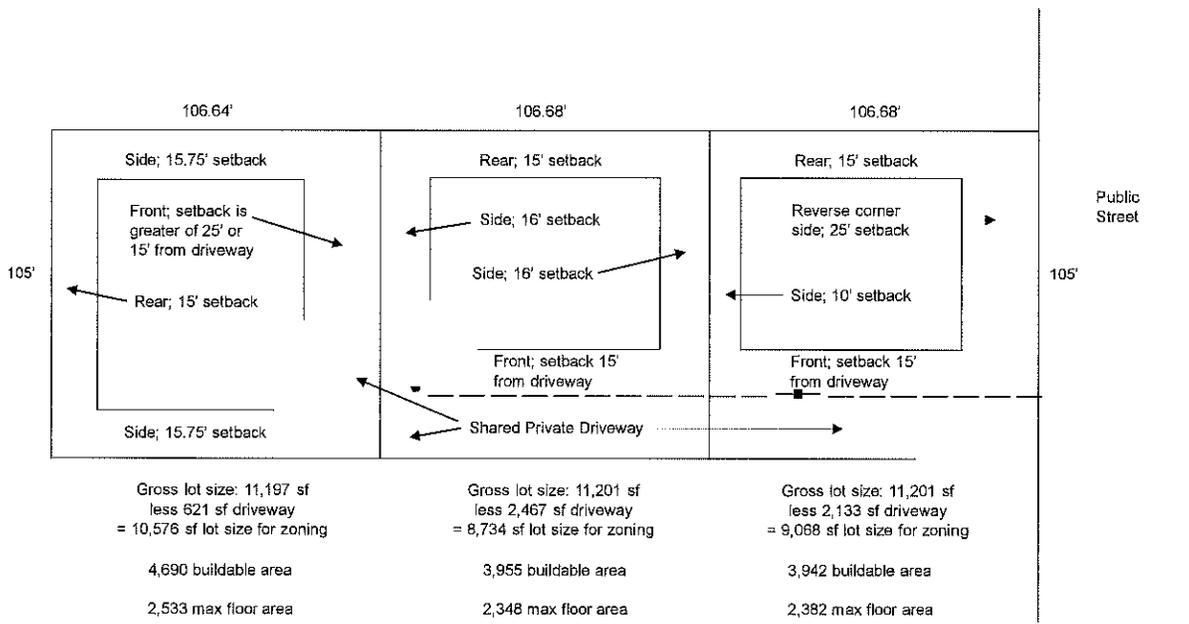


Exhibit G

Revised Definition of Lot Area at § 17.08.020 (Redlined from Existing)

Chapter 17.08 - DEFINITIONS

Sections:

17.08.010 - Definitions—Generally.

For the purpose of this title, the words, phrases and terms set forth in this chapter shall be deemed to have the meaning ascribed to them in this chapter.

17.08.020 - Words, terms, phrases defined.

.....

"Lot area" means the total horizontal area within the boundary lines of a lot or parcel; provided, however, that the following shall be excluded from the computation thereof:

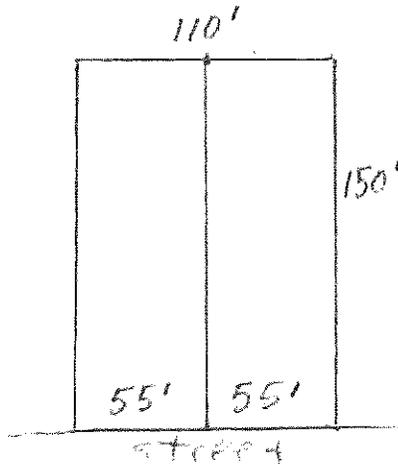
1. Any portion of said lot or parcel which serves as an access easement to any ~~other~~ lot or building site; or
2. Any portion of said lot or parcel which serves as an improved surface flood control project under the jurisdiction of any public agency.

For the purpose of determining area in the case of an irregular, triangular or gore-shaped lot, a line ten feet in length within the lot and farthest removed from the front lot line and at right angles to the line representing the lot depth of such lot shall be used as the rear lot line.

Exhibit H

Lot Configuration Examples

Example sketches –

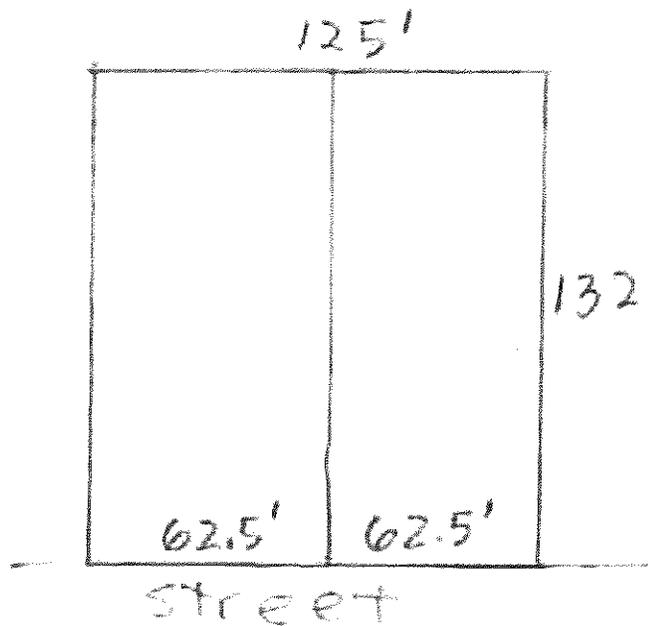


NOT PERMITTED

In R1-7 zone; Existing lot 110ft by 150ft.

Lot split not allowed because each lot of less than 9000 square feet must have at least 60 foot wide frontage on the street. Each of these lots would have only 55 foot frontage

ALLOWABLE

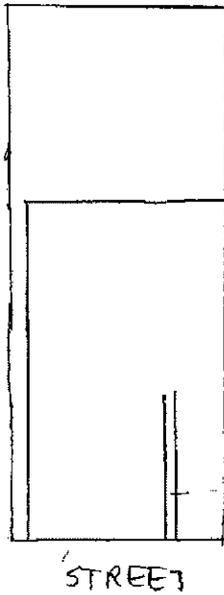


R1-7 zone; Existing lot 125ft by 132ft;

Lot split permitted because each lot of less than 9000 square feet has at least 60 foot frontage on street. Each lot would have 62.5 ft frontage on street

NOT PERMITTED

Flag lot or lot with exclusive access easement only for rear lot

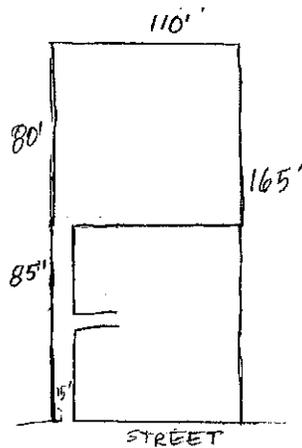


Separate driveway only for front lot

Lot split not permitted because rear lot is flag lot configuration or has exclusive access easement to land locked property. 2 houses with 2 separate driveways not permitted,

PERMITTED

Private shared driveway of required width



Access to driveway for front lot from shared driveway

Private shared driveway of required width with appropriate fire access operates as very short shared street with public access.

Shared driveway must meet minimum width, public access and fire access requirements.
POSSIBLE CONFIGURATIONS TO MEET FIRE ACCESS REQUIRMENTS Pictures not to
scale. (Must be approved by fire official)

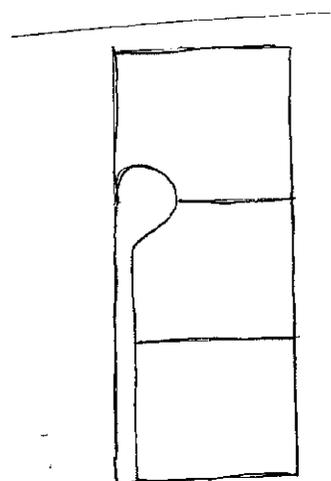
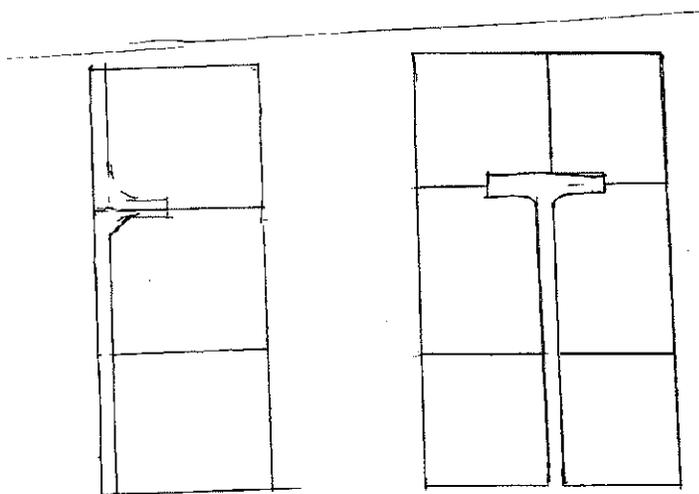
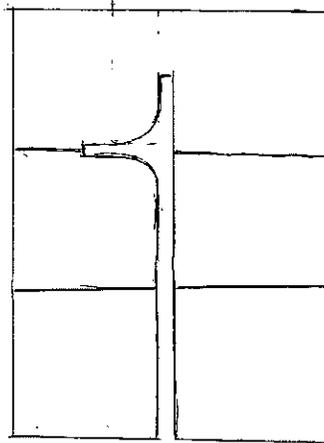
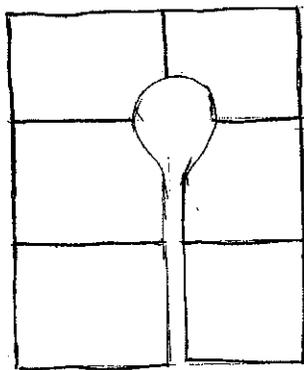


Exhibit 5-1 Chapter 17.20 – R-1 One-Family Residential Zone CUP and MCUP Amendments, Amended by City Council on February 9, 2016 and effective as of March 10, 2016

Exhibit 5-2 Chapter 17.20 – R-1 One-Family Residential Zone, Amended by City Council on May 12, 2015 and effective as of June 12, 2015

**Chapter 17.20
R-1 ONE-FAMILY RESIDENTIAL ZONE
CUP AND MCUP AMENDMENTS**

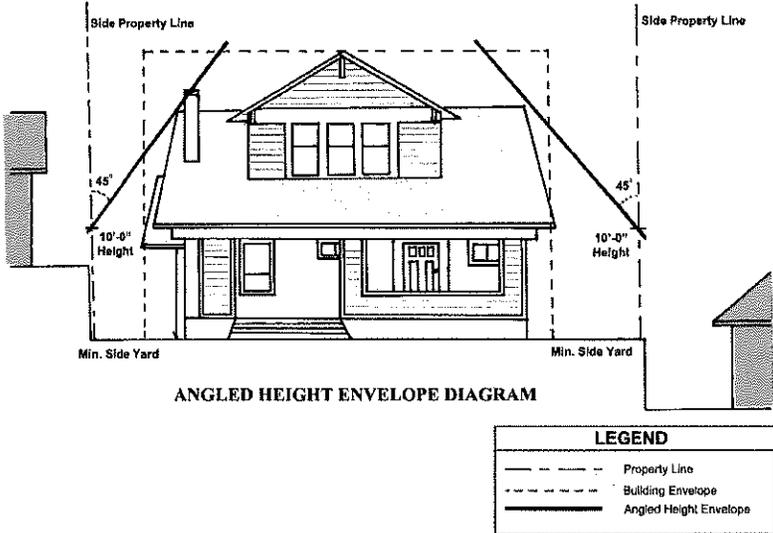
Amended by City Council on February 9, 2016 and effective as of March 10, 2016

Section 17.20.053 ("Angle Plane") of Chapter 17.20 ("R-1 One Family Residential") of Title 17 ("Zoning") is hereby amended to read as follows:

17.20.053 – Angle Plane.

A. Notwithstanding the provisions under Section 17.20.050(B) ("Side Yards"), no portion of a building, except a chimney but only to the extent necessary to meet code and no higher than 6 feet from the point where it penetrates the roof, shall exceed the height of a forty-five degree plane drawn from a height of ten feet above existing ground level at the side lot line boundaries of the lot (see Diagram F), provided the second floor shall not be required to be located further than twice the required setback, whichever is less. Roof eaves projecting a maximum four feet out from the vertical plane of the exterior wall surface are exempted. Existing ground level shall be the grade elevation of the subject site at the side lot line boundaries prior to start of construction. Encroachments exceeding the angle plane height by not more than ten linear feet may be allowed subject to the approval of a minor conditional use permit; encroachments exceeding ten linear feet may be allowed pursuant to the approval of a conditional use permit pursuant to the provisions of Chapter 17.60. Linear feet shall mean the total combined linear feet of encroachment area(s) measured horizontally along the side face of the building.

DIAGRAM F
Angle Height Envelope Diagram

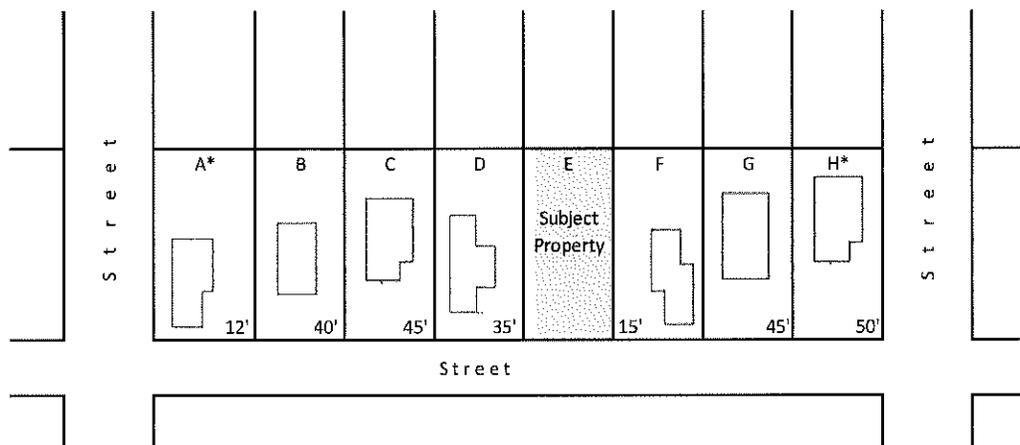


SECTION 2. Subsection 17.20.050.A.2 of Section 17.20.050 (“Primary Structures”) of Chapter 17.20 (“R-1 One Family Residential”) of Title 17 (“Zoning”), entitled “Front Yard Setbacks Greater Than 25 Feet”, is hereby amended to read as follows:

2. Front Yard Setbacks Greater than Thirty Feet – Prevailing Setback. Whenever fifty percent, or greater, of the properties on the same side of the street in the linear block where the project site is located have front yard setbacks that are greater than thirty feet, the minimum required front yard setback for all building and/or structures thereafter constructed, enlarged, erected or established shall be the prevailing setback for the linear block. The prevailing setback shall be calculated by adding all of the front yard setbacks, except for the smallest and largest setbacks, and dividing the total by the number of lots included in the calculation, as illustrated in Diagram E.

DIAGRAM E

Example of Calculation of Prevailing Front Yard Setback



Prevailing Setback Calculation = Sum of front yard setbacks (except smallest and largest)/ # of lots

$$\begin{aligned} \text{Prevailing Setback} &= \text{Lot B} + \text{Lot C} + \text{Lot D} + \text{Lot F} + \text{Lot G} / 5 \text{ lots} \\ &= 40' + 45' + 35' + 15' + 45' = 180/5 = \underline{36 \text{ feet}} \end{aligned}$$

* Lots A and H are not included in the calculation as their front yard setbacks are the smallest and the largest setbacks along the block.

SECTION 3. Section 17.20.115 entitled “Flag lots prohibited” is added herein to Chapter 17.20 (“R-1 One Family Residential”) of Title 17 (“Zoning”) to read as follows:

17.20.115 – Flag Lots and Exclusive Access Easements - Prohibited

Flag lot configurations and exclusive access easements for access to a land-locked property are prohibited in the R-1 Zone for newly created lots and for newly configured lots resulting from lot line adjustments.

SECTION 4. Section 17.48.20 ("Height of Penthouses and Roof Structures") of Chapter 17.48.20 ("Development Standards") of Title 17 ("Zoning") is amended herein to read as follows:

17.48.20 – Height of Penthouses and Roof Structures.

- A. Penthouses or roof structures for the housing of elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the building; fire or parapet walls, skylights, towers, roof signs, flagpoles, smokestacks, and similar structures may be erected above the height limits prescribed by this chapter, but no penthouse or roof structure or any other space above the height limit prescribed for the zone in which the building is located shall be allowed for the purpose of providing additional floor space. The height of antennae is governed by Chapter 17.93 of this code.
- B. Chimneys may be erected above the height limits prescribed by this title, but in no event shall a chimney be allowed to exceed a height of 6 feet from the point where it penetrates the roof.

SECTION 5. Section 17.60.040 ("Conditional Use Permits – Burden of Proof") of Chapter 17.60 ("Variances and Conditional Use Permits") of Title 17 is amended herein to read as follows:

17.60.040 – Conditional Use Permits – Burden of Proof

Before any conditional use permit is granted, the application shall show, to the reasonable satisfaction of the reviewing authority, the existence of the following facts:

- A. That the site for the proposed use is adequate in size, shape, topography, and location;
- B. That the site has sufficient access to streets which are adequate, in width and pavement type, to carry the quantity and quality of traffic generated by the proposed use;
- C. That the proposed use is neither detrimental to the public health, safety and general welfare, nor will unreasonably interfere with the use, possession and enjoyment of surrounding and adjacent properties;
- D. That there is a demonstrated need for the use requested;

- E. That the proposed use is consistent with the general plan, zoning and any applicable design standards; and
- F. That the use at the location requested would benefit the public interest and convenience.

SECTION 6. Section 17.60.041 (“Additional Burden of Proof for Permits for Single-Family Houses as Described in Section 17.20.025”) of Chapter 17.60 (“Variances and Conditional Use Permits”) of Title 17 is amended herein to read as follows:

17.60.041 – Additional burden of proof for permits for certain noted projects.

For projects described in Sections 17.20.025, 17.30.040, or others referencing this section, before any permit is granted, the application shall show, to the reasonable satisfaction of the reviewing authority, the existence of the following facts:

- A. That the height, bulk, scale, mass and siting of the proposed project be compatible with the existing neighborhood, landforms and surroundings.
- B. That the proposed project reflects the scale of the neighborhood in which it is proposed and that it does not visually overpower or dominate the neighborhood and is not ill-proportioned so as to produce either architecture or design that detracts from the foothill village setting.
- C. That the proposed project neither unreasonably interferes with public views or the views and privacy of neighbors, produces unreasonable noise levels, nor causes material adverse impacts.
- D. The proposed project exhibits a coherent project-wide design, and each structure or portion thereof (especially additions) on the site is compatible with other portions of the project, regardless of whether the same are publically visible.
- E. For proposed projects seeking relief from development standards, where allowed, to accommodate characteristics of an identifiable architectural style (such as additional height pursuant to Section 17.20.020(A)), that the proposed project adheres to the norms of such identifiable architectural style and that such style is consistently carried through on all elevations of the building, regardless of whether the same are publically visible.
- F. For proposed projects that require discretionary review due to exceeding size thresholds (pursuant to Sections 17.20.025(C), 17.30.040(B), or similar), that the proposed is a superior project that would enhance its neighborhood and exhibit exceptional design through a combination of most, if not all, of:
 - 1. innovative, thoughtful and/or noteworthy architecture that is responsive to the specific site, rather than standard, generic, or “cookie-cutter” plans;
 - 2. where applicable, adaptive reuse or other preservation and restoration of historic structures;
 - 3. preservation of the natural landscape to the extent possible by such means as minimizing grade changes and retaining protected and specimen trees;

4. siting of structures in keeping with landforms and so as to maximize open space, public views, and neighbor views and privacy;
5. high quality architectural details and building materials compatible with the overall project design; and
6. sustainable building and landscaping practices, especially water-saving features.

As used in this section, compatibility is not interpreted to mean simple repetition of existing form, mass, scale and bulk. Nor is compatibility interpreted to mean repetition of building style or detailing. Compatibility is based on consideration of a constellation of associated characteristics including building type, the property site plan, building mass and scale, and architectural material and expression. Compatibility comes from an identification of character-defining features of an area, and an applicant's thoughtful response to them within the design.

This section is not meant to be a perfunctory review of projects which comply with other development standards. Rather it is meant to impose significant, separate, and additional burdens on proposed projects with the understanding that in many cases satisfying such burdens may call for significantly reduced development intensity than is allowed otherwise under this title. By way of illustration and not limitation, (i) so as not to unreasonably interfere with views and privacy, a project proposed on a narrow or irregularly shaped parcel may accommodate significantly less second story floor area than would otherwise be allowed; (ii) so as not to unreasonably interfere with views and privacy, a proposed project with significant second story floor area may need to be set back farther from lot lines than otherwise allowed; (iii) to ensure compatibility with and not to visually overpower or dominate the neighborhood, the floor area of a proposed project in a neighborhood predominated by smaller homes may need to be much lower than allowed by objective criteria; (iv) to ensure compatibility with landforms, a project proposed on a parcel with steep slopes or irregular topography may have much more limited siting options than set back standards would allow and may need reduced height and/or floor area; and (v) to exhibit exceptional design through noteworthy architecture, the floor area of a proposed project may need to be much lower than allowed by objective criteria in order to allow space for articulation, variation in massing, covered porches, and other enhancing architectural features.

Additionally, as standard two-dimensional building elevations and other similar graphic materials typically do a poor job of depicting projects in context, it is recommended that applicants provide materials in addition to those otherwise required in order to demonstrate that their proposed projects satisfy the foregoing burdens. Such materials may include, but are not limited to, three-dimensional perspective renderings from multiple angles; photo simulations showing the sited project in relation to neighboring structures and landforms; comparisons of

proposed building size, height, setbacks, etc. to surrounding structures; story poles; material and color boards; information on energy and water saving systems; and colored landscape plans showing protected and specimen trees and illustrating drought-tolerant landscaping, permeable paving and other water-saving features.

SECTION 7. Subsection 17.60.055.B of Section 17.60.055 ("Minor Conditional Use Permit") of Chapter 17.60 ("Variances and Conditional Use Permits") of Title 17 ("Zoning") entitled "Public Notice", is amended herein to read as follows:

B. Posted Notice. A notice that a minor conditional use permit is to be considered shall be mailed to all property owners within a three hundred foot radius of the property where the minor conditional use permit is proposed. The notification shall describe the proposed minor conditional use permit and shall provide a comment period of not less than fourteen calendar days. Additionally, signage shall be posted in accordance with Subsection 17.60.100.B; however, references therein to the Planning Commission's decision on a conditional use permit shall be interpreted as the Director's decision on the minor conditional use permit.

SECTION 8. Section 17.48.080 ("Modified Front Yard on Cul-de-Sac") of Chapter 17.48 ("Development Standards") of Title 17 ("Zoning") is deleted in its entirety.

Chapter 17.20 - R-1 ONE-FAMILY RESIDENTIAL ZONE
Amended by City Council on May 12, 2015 and effective as of June 12, 2015

17.20.010 - Purpose.

In order to maintain the historical, architectural and ecological integrity and quality of the existing single-family residential areas within the city, the following purpose is set forth:

A. To encourage development that preserves the small town, mountainous flavor of this closely-knit foothill community;

B. To encourage preservation of historical structures;

C. To encourage architectural diversity while maintaining architectural accord with the character of the existing neighborhood;

D. To promote design in accordance with recognized principles of architecture. Individual designs should reflect only one style of architecture, avoiding the mixture or combined use of several different ones. Classically defined styles would include Craftsman, Victorian, Tudor, Classic Box, Mediterranean, Board and Batten, California Ranch House, etc.

E. To promote consideration of one another's valley and mountain views:

1. Designs should consider, to the extent reasonably practicable, the neighbors' existing view,

2. Plan should consider the existing and finished grades of the site to be improved in relation to adjacent properties encouraging retention of building heights, mass, scale, orientation, configuration and colors that blend in with the character of the neighborhood;

F. To ensure adequate light, air, privacy, and open space for each dwelling and in relation to adjacent dwellings;

G. To encourage appropriate scale and size of new construction and reconstruction that is compatible with the existing neighborhood and surroundings.

(Ord. 1098 § 1, 1993; prior code § 9250)

17.20.015 Definitions

In addition to the definitions contained elsewhere in this title, the words and phrases set forth below shall be given the following meanings for the purposes of this chapter:

“Attic” means the area located between the uppermost plate and the roof or ridge of a structure.

“Basement, Full” means basements that do not extend more than 12 inches above adjacent grade at any point around the perimeter of the structure as measured from the ceiling of the basement to the adjacent grade.

“Basement, Partial” means basements that do not extend more than an average of 3 feet above the lower of natural, pre-existing or finish grade, and not more than 8 feet at any point around the perimeter of the structure, as measured from the ceiling of the basement to the adjacent lower of natural, pre-existing or finished grade.

“Bedroom” means any room, capable of being used as sleeping quarters in a customary manner.

“Driveway” means an area of pavement or other pervious or impervious surface that provides vehicular access from an alley, public or private street to a parking area, garage or carport on a parcel.

“Flag Lot” means a lot in the approximate configuration of a flag pole or sign post, with the pole or post functioning primarily as an access corridor or way to the main body of the lot from the street of access.

“Gross Floor Area” means the sum of all horizontal areas of floors covered by solid roof including first and second floors, attic spaces over 7.5 feet in height, basements, lofts, guest houses, garages, carports, patios, porches, balconies, barns, gazebos, and raised decks which are higher than 7.5 feet from natural or pre-existing grade as measured from the perimeter of the structure. Further, the area of interior spaces over 16 feet in height shall be counted as double the floor area (see Diagram A), except for stairways and elevator shafts, which shall only be counted once. The horizontal floor area of vents, shafts, and courts shall be included in the calculation of gross floor area.

Gross floor area shall be measured from the exterior face of exterior walls. In cases where there is no wall, the measurement should be from the exterior face of the supporting posts; for cantilever-covered areas, the gross floor area shall be measured from the edge of the roof eaves excepting any roof eave exemptions, as provided below. The following shall not be computed towards floor area:

1. Roof eaves up to 4’ in projection. Roof eaves that exceed 4 feet in projection but not more than 6 feet in projection may be excluded from the total floor area calculation subject to approval of a minor conditional use permit pursuant to Section 17.60.055.
2. Full Basements.
3. Partial basements, subject to the approval of a minor conditional use permit pursuant to the requirements of Chapter 17.60.
4. Attic areas that meet all the following requirements:
 - (i) Areas with vertical clearance of 5 feet or greater that are less than 60 percent of the surface of the building footprint, including dormer areas;
 - (ii) Areas which do not include any doorway entrance that leads to an adjacent rooftop deck, patio attachment and/or exterior staircase;
 - (iii) Areas which do not include an individual dormer which has a width greater than 7 feet;
 - (iv) The combined width of all dormers along a roofline do not exceed 50 percent of the width of the roofline, and
 - (v) No portion of any dormer is higher than the main roofline of the house.
5. Porches on the ground floor that are attached to the primary residence, face the street (not fronting on common side or rear property lines), and are not enclosed between the heights of 3 feet and 7 feet, with the exception of posts and building face or faces to which the porch is attached.

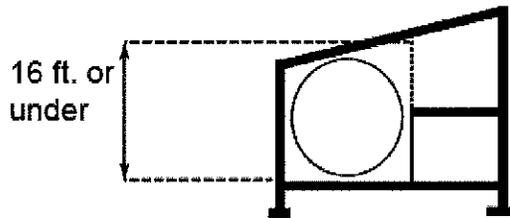
“Habitable Attic Space” means an attic space with an occupiable floor area of at least 70 square feet, a minimum vertical clearance of 7 feet and an average height of 7.5 feet, and which meets minimum lighting, heating, ventilation and access requirements.

“Lot Coverage” means the area of land covered by solid roofed structures, whether habitable or nonhabitable, including, but not limited to: building footprints of a single-family dwelling, detached garages, barns, covered patios, and other solid roofed accessory structures constructed on a foundation whether above, below, or at grade level. Raised decks which are over 7 feet 6 inches from grade shall be included in the lot coverage calculation.

“Lot Line, Front”. “Front lot line” means a lot line parallel to, and abutting, the right of way providing primary access to the property, except in the case of nonstandard lot configurations such as flag lots, irregularly shaped lots, reverse corner lots, or properties where access is provided by easements or private roads. In such nonstandard instances, the front lot line or lines shall be determined by the Director of Development Services, or his/her designee, based on the character of other improvements in the vicinity; however, in no case, may the front lot line fall within any portion of any recorded easement or access corridor.

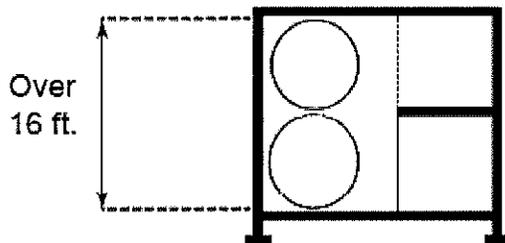
DIAGRAM A

For the purposes of computing gross floor area, the height is measured from floor to ceiling. In the following examples, two circles are drawn on the spaces that are counted twice.



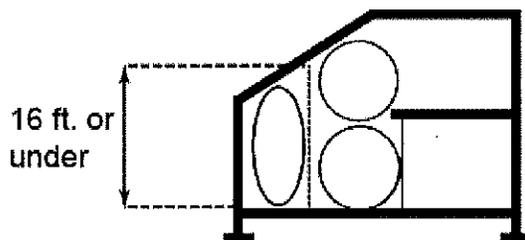
EXAMPLE 1

If the height of a space is 16 ft. or less, the area is counted once.



EXAMPLE 2

If the height of a space is over 16 ft., the area is counted twice.



EXAMPLE 3

If the height of a part of the space is over 16 ft., only that area is counted twice.

2. Residential communication facilities and devices intended for the noncommercial use and enjoyment of the resident of the property on which the use is located, as provided in [Chapter 17.93](#) of this code;

3. Walls and fences pursuant to the provisions of Section [17.48.130](#).

4. Miscellaneous structures and uses measuring less than one hundred twenty square feet, such as trash enclosures, barbecues, tool sheds and similar structures and uses.

D. Dogs and cats as household pets not to exceed three adults (four months or older) in number in any combination for each dwelling unit.

E. A trailer used as the residence of the owner and his/her family during construction by such owner of a permanent residence, but only while a building permit for the construction of such residence is in full force and effect and in no event longer than six months.

F. Servants' quarters and guest houses may be maintained on any lot; provided, that such quarters and guest houses are used as an accessory to the single dwelling unit and also provided no cooking facilities are maintained therein.

G. Agricultural crops, greenhouses, fruit trees, vines and nurseries for producing trees, vines and other horticultural stock and including the wholesale and retail sale thereof; provided, that no signs, displays or stands are maintained in conjunction therewith and that all structures maintained on the property conform to the yard requirements herein specified.

H. Public parks, playgrounds and other public recreation facilities.

I. Signs in accordance with the regulations contained in this title.

J. Garage and Yard Sales

1. Purpose. The purpose of this subsection is to provide regulation of garage and yard sales within the city.

2. Definitions. The phrase "garage or yard sale" means any sale of personal property on residentially zoned property to which the public is invited or encouraged to attend. "City" means the city of Sierra Madre.

3. Permit Required. No person shall conduct a sale regulated by this section until such a person has applied for and received a permit from the city. The permit shall be issued for a fee, as established by resolution of the city council. A copy of the permit shall be displayed at the site of the sale. Failure to apply for a permit, prior to the day of the sale, will subject the violator to a penalty as established by resolution of the city council.

4. Frequency of Sales and Hours of Operation. No more than three garage or yard sales shall be conducted in any calendar year at any single address. No such sale shall exceed two consecutive days in duration. All such sales shall commence no earlier than eight a.m. and shall conclude no later than six p.m.

5. Merchandise. No merchandise to be sold shall be placed or displayed on public property or in the public right-of-way. All goods offered for sale shall be the property of the owner, tenant or occupant of the residence. No new merchandise shall be offered for sale.

6. Garage and Yard Sale Signs. Garage sale signs shall not be posted in public view before six a.m. the day of the sale and shall be removed by eight p.m. on the final day of the sale. Signs put up prior to or left after these times may be removed by the city, and the permit holder will be subject to paying the cost of removing these signs. Temporary garage and yard sale signs may be displayed in the following manner:

a. A single sign, not greater than five square feet in sign area, may be placed on a stake, or similar method, within the parkway portion of the public right-of-way directly in front of the property where the permitted garage or yard sale event is to be conducted. In no case shall the subject sign be maintained within the paved street.

b. A sign, not greater than five square feet in sign area, may be placed on, or within, a vehicle parked within the public right-of-way, for the purposes of advertising a garage or yard sale event. There shall not be more than four vehicles used to display a garage or yard sale sign, and not more than one sign may be located on or within each vehicle.

c. In no case shall any temporary garage or yard sale sign be placed or affixed to a tree, light pole, utility pole or traffic control/information sign post, or similar item.

K. Swimming Pools. Swimming pools, hot tubs, spas, and similar recreational facilities pursuant to the provisions of [Section 17.20.065](#).

L. Vehicle Parking. The use of unimproved lots or parcels for temporary, and/or ongoing, vehicle parking may be permitted as follows:

1. Subject to the approval by the director of development services of a minor conditional use permit pursuant to the provisions of [Section 17.60.055](#).

2. That each vehicle parking site shall only be utilized for noncommercial residential vehicle parking. No vehicle parking fee shall be collected by the property owner;

3. There shall be no storage of recreational vehicles, including, but not limited to, motorhomes, recreational and equipment trailers, boats and watercraft and similar items.

(Ord. 1247 § 3, 2006; Ord. 1179 § 1, 1999; Ord. 1177 § 2 (part), 1999; Ord. 1161 § 2B, 1998; Ord. 1107 § 1, 1993; Ord. 1084 § 1 (part), 1992; Ord. 1038 § 1, 1988; Ord. 1037 § 5, 1988; Ord. 996 § 2, 1982; prior code § 9251)

17.20.025 - Conditionally permitted uses.

A. Houses requiring additional height to accommodate an architectural feature (such as a roof, that is characteristic of the style of architecture that is used for the house or for other particular design purposes with a maximum height of thirty feet, zero inches pursuant to the findings listed in [Section 17.60.040](#).

B. Except for replacement of an existing two-story structure lost due to a fire or other casualty event, any second-story addition to an existing single-family house or any new construction proposed to include a second story.

C. Allowable gross floor areas for all structures on a single lot that exceeds, either by addition or new construction, the amounts indicated below:

(i) Lot areas up to 7,500 sq.ft.: 2,500 square feet of floor area;

(ii) Lot areas from 7,501 – 11,000 sq.ft.: 3,000 square feet of floor area;

(iii) Lot areas from 11,001 and up: 3,500 sq.ft. of floor area

D. Conditional uses allowed under [Section 17.60.030](#).

E. Swimming Pools. Swimming pools, hot tubs, spas and similar recreational facilities which are located within twenty-five feet, and is visible to or from a public or private street or alley pursuant to the provisions of [Chapter 17.60](#) of this title. If the swimming pool, hot tub, spa and similar recreational facility are enclosed by a six-foot-tall, which on sloping terrain may deviate a maximum of eight inches above or below the six-foot height, solid fence or wall, then the provisions of [Section 17.20.060](#) shall apply.

(Ord. 1177 § 2 (part), 1999; Ord. 1115 § 6, 1995)

17.20.030 - Standards of development—Generally.

All premises in the R-1 zone shall comply with the standards of development set forth in the following sections.

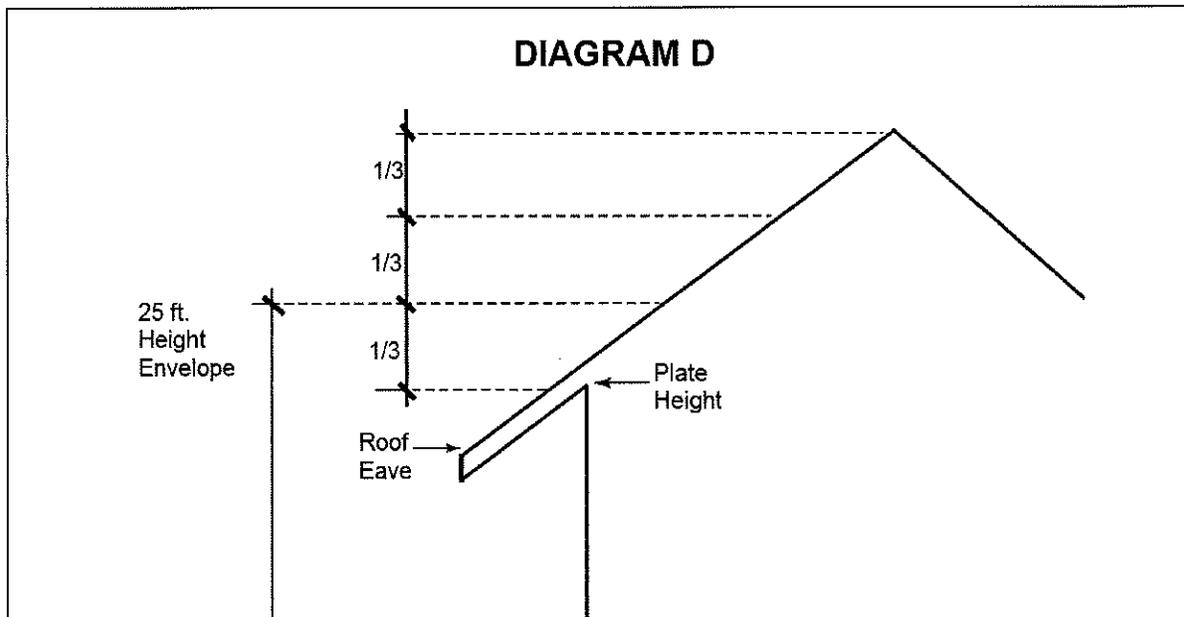
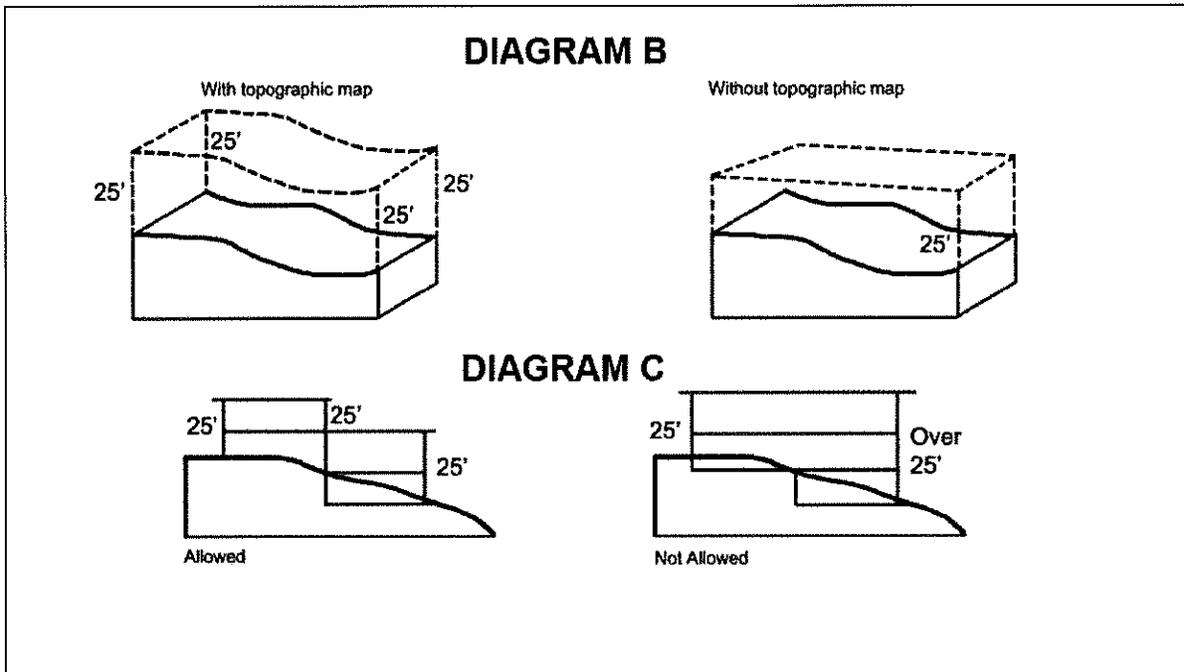
(Prior code § 9252 (part))

17.20.040 - Height.

A. Establishing the Maximum Building Envelope. A building envelope shall be established twenty-five feet as measured from a warped plane defined by the adjoining natural or pre-existing grade, or finished grade, whichever is lower, around a five-foot perimeter of the building. If an applicant does not submit a topographic map that enables the warped plane to be

established, then, the building envelope shall be established twenty-five feet as measured from a single point determined to be the lowest point of natural grade or pre-existing grade and establishing a flat plane which intersects the point as shown in Diagram B.

B. Placing Building Within Height Envelope. A building shall be placed within the envelope so that at no point does the height exceed the envelope as shown in Diagram B. Further, the height shall be measured from the lowest point of adjoining natural or pre-existing grade, or finished grade, whichever is lower, around the perimeter of the building to the highest point of the coping of a flat roof or to a point one-third of the height of a pitched or hipped roof, as shown in Diagram D. If a structure includes a basement that either can be entered at any point of the grade, or, where the floor line above the grade is greater than six feet at any point, then the height limit shall be measured from the floor of the basement at every point where this occurs as shown on Diagram C. The intent of this provision is to eliminate the appearance of three stories and shall not be circumvented.



C. Applicant's Submittal. The applicant's submittal shall clearly show the location of the pre-existing or natural grade, as well as finished grade, on the site and on the adjacent properties and building placement on all four elevations. The roof line must be within twenty-six feet of a level graded area of at least ten feet in depth over twenty-five percent of the perimeter of the building. (Ord. 1115 § 7, 1994; Ord. 1035 § 2, 1987; Ord. 1024 § 3, 1986; prior code § 9252(a))

17.20.050 - Primary structures.

The following development standards shall apply to all primary structures within the R-1 zone as follows:

A. Front Yards. The following standards shall apply to all R-1 zoned property:

1. Standard Front Yard Setback. Every lot in the R-1 zone shall have a front yard of at least twenty-five feet, except as provided in this chapter.

2. Front Yard Setbacks Greater than Twenty-Five Feet. Whenever fifty percent, or greater, of the properties on the same side of the street in any block as the project site have been developed with structures where the front yard setback is greater than thirty feet, then all building and/or structures thereafter constructed, enlarged, erected or established within any such block on the same side of the street as shown on one of the following scenarios under Diagram E which most closely represents the conditions which apply to the project site. In no case, shall the required front yard setback exceed seventy-five feet.

3. Projections Into the Front Yard. Projections into the required front yard setback may occur as follows:

a. A nonhabitable covered front porch, with or without supports, may encroach a maximum of six feet into the required front yard setback. In no case may the encroachment be closer than ten feet to the front property line.

b. An open, uncovered balcony (not covered by a roof or similar structural feature) may project into the required front yard setback a maximum of forty-eight inches.

c. An open balcony, covered only with a roof feature and supports, may extend into the required front yard setback a maximum of forty-eight inches, pursuant to the approval of a minor conditional use permit pursuant to the provisions of Section [17.60.055](#).

B. Side Yards. The following side yard setback standards shall apply to all R-1 zoned property:

1. New Construction. Except as otherwise provided, all construction of new primary structures on all property shall conform to the following side yard setback standards:

a. Lots or Parcels of Sixty Feet or Less in Width. Lots or parcels measuring sixty feet or less, as defined in this title, shall have a minimum side yard setback of not less than five feet, on each side. However, in no case shall any structure exceed a total width of forty two feet.

b. Lots or Parcels Greater than Sixty Feet in Width. Except as otherwise provided in this chapter, lots or parcels measuring greater than sixty feet in width, as defined in this title, shall have a cumulative side yard setback dimension (both side yard setbacks combined) of not less than thirty percent of the width of the lot or parcel, with a minimum required side yard setback of any one side of not less

than five feet or ten percent of the width of the lot or parcel width, whichever is greater, up to a maximum side yard setback of ten feet on that side.

c. Reverse Corner Lots or Parcels. Lots or parcels which have a "reverse corner" configuration, as defined in this title, shall have an interior side yard setback as set forth in Subsection (B)(1) of this section. The "reverse corner" lot or parcel shall have a minimum twenty-five foot setback adjacent to the secondary street frontage.

d. Attached Open Structures. Open single story attached structures, such as porte cocheres, patio covers, porch covers and similar structures which are attached to the primary structure may encroach into the required cumulative side yard setback dimension, as set forth in Subsection (B)(1)(b) of this section, where the attached open structure is located no closer to the side yard property line than a minimum of five feet or ten percent of the width of the lot or parcel, whichever is greater.

2. Additions Onto Existing Primary Structures. Additions onto existing primary structures shall conform to the provisions of Subsection (B)(1) of this section, except as provided as follows:

a. Single Story Additions of Less than Fifty Percent. Single story additions onto existing primary structures, which results in an increase in gross floor area of fifty percent or less of the original structure, and which is consistent in height and character with the original structure, may be aligned with the existing legally constructed side yard setback of the primary structure, subject to the approval by the director of development services of a minor variance, pursuant to Section [17.60.025](#).

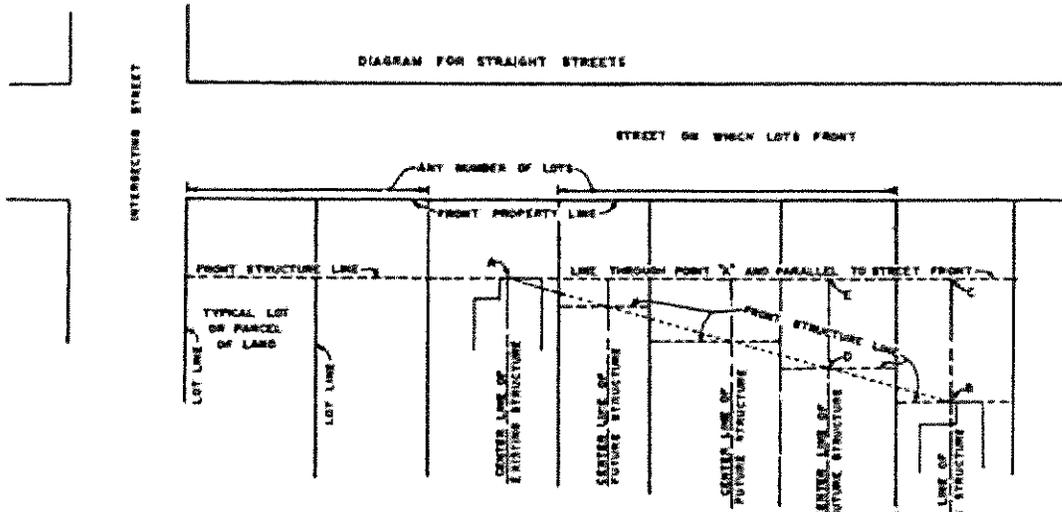
b. Single Story Additions Greater than Fifty Percent. Single story additions onto existing primary structures, which result in an increase in gross floor area of greater than fifty percent of the original structure, may be aligned with existing legally constructed side yard setback of the primary structure, subject to the approval of a conditional use permit pursuant to the provisions of [Chapter 17.60](#) of this title.

3. Reduced Cumulative Setback Dimensions. The cumulative required setback dimensions may be reduced from thirty percent to twenty percent pursuant to the following provisions:

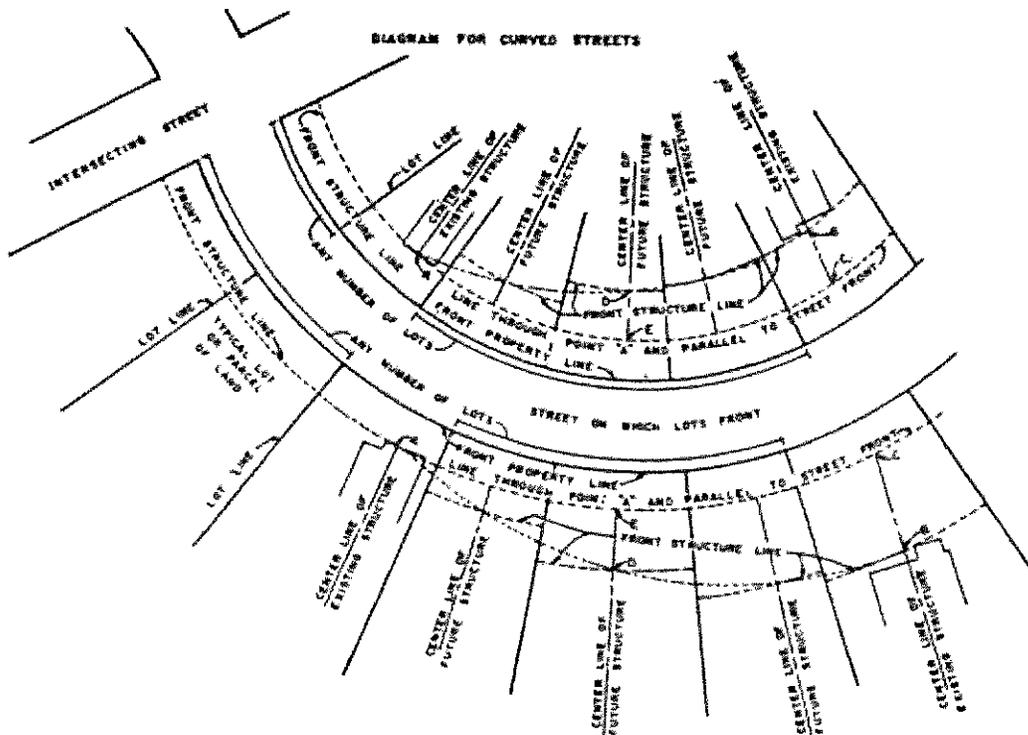
a. New Construction. New construction of primary structures may have a reduced cumulative side yard setback dimension (both side yard setbacks combined) of not less than twenty percent of the width of the lot or parcel, with a minimum required side yard setback of any one side of not less than five feet or ten percent of the width of the lot or parcel width, whichever is greater, up to a maximum side yard setback of ten feet on that side, provided that the total lot coverage does not exceed forty percent and pursuant to the approval of a conditional use permit subject to the provisions of [Chapter 17.60](#).

DIAGRAM E

DIAGRAMS SHOWING METHOD OF ESTABLISHING FRONT STRUCTURE LINES



NOTES
 ALL FRONT STRUCTURE LINES SHALL BE PARALLEL TO FRONT PROPERTY LINES. THE LINE A-B SHALL BE SO LOCATED THAT THE DISTANCE FROM ANY POINT ON SAID LINE A-B TO A LINE DRAWN THROUGH POINT A AND PARALLEL TO THE STREET FRONT SHALL BE PROPORTIONAL TO THE DISTANCE OF SUCH POINT FROM POINT A. B-C IS TO A-C AS D-E IS TO A-E.
 POINTS A AND B ARE THE INTERSECTIONS OF THE CENTER LINE OF THE NEAREST EXISTING STRUCTURES ON THE TWO SIDES OF THE LOT IN QUESTION, WITH THEIR RESPECTIVE FRONT STRUCTURE LINES. THE FRONT STRUCTURE LINE FOR ALL LOTS BETWEEN AN INTERSECTING STREET AND THE NEAREST STRUCTURE THERE-TO SHALL BE THE FRONT STRUCTURE LINE OF SAID NEAREST STRUCTURE.
 THESE NOTES APPLY TO BOTH STRAIGHT AND CURVED STREETS



b. One or Two Story Additions of Fifty Percent or Less. One or two story additions onto existing primary structures, where the floor area of the addition does not exceed fifty percent of the gross floor area of the existing primary structure, may be constructed with cumulative side yard setback dimension (both side yard setbacks combined) of not less than twenty percent of the width of the lot or parcel, with a minimum required side yard setback of any one side of not less than five feet or ten percent of the width of the lot or

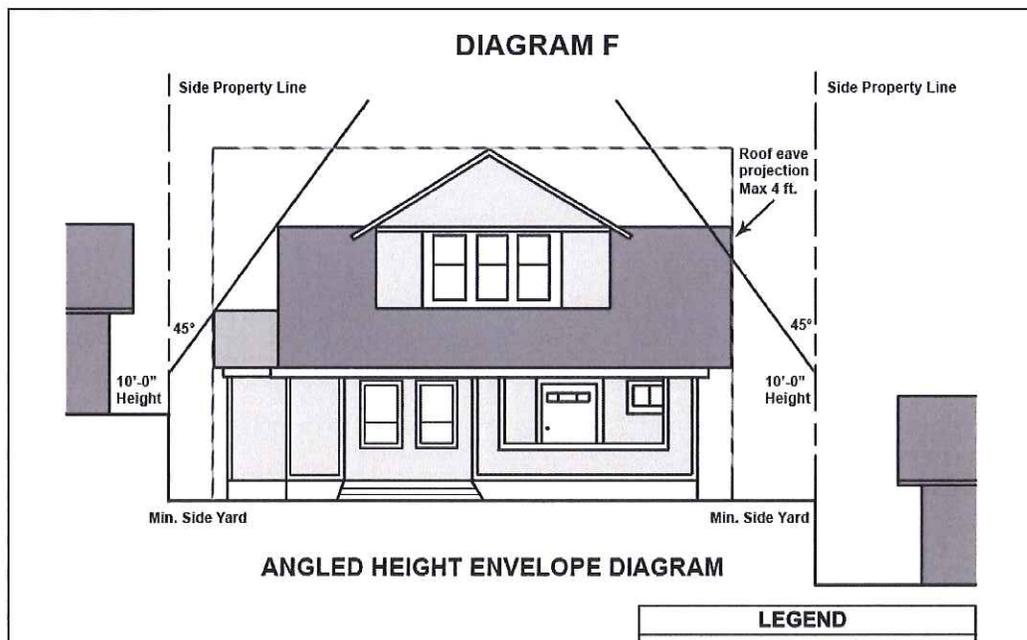
parcel width, whichever is greater, up to a maximum side yard setback of ten feet on that side, pursuant to the approval of a minor conditional use permit pursuant to the provisions of Section [17.60.055](#), except that when a conditional use permit is required under Section 17.20.025, the request for the abovementioned reduction of the cumulative side yard setback shall be included as part of the conditional use permit.

c. One or Two Story Additions of Greater than Fifty Percent. One or two story additions onto existing primary structures, where the floor area of the addition is greater than fifty percent of the gross floor area of the existing primary structure, may be constructed with cumulative side yard setback dimension (both side yard setbacks combined) of not less than twenty percent of the width of the lot or parcel, with a minimum required side yard setback of any one side of not less than five feet or ten percent of the width of the lot or parcel width, whichever is greater, up to a maximum side yard setback of ten feet on that side, pursuant to the approval of a conditional use permit pursuant to the provisions of [Chapter 17.60](#)

C. Rear Yards. The minimum rear yard setback shall be 15 feet from the rear property line. (*Ord. 1177 § 2 (part), 2000; Ord. 1115 § 9, 1995; prior code § 9252(b)*)

17.20.053. Angle Plane.

Notwithstanding the provisions under 17. 20.050(B) Side Yards, no portion of a building shall exceed the height of a forty-five (45) degree plane drawn from a height of ten feet above existing ground level at the side lot line boundaries of the lot (see Diagram F), provided the second floor shall not be required to be located further than twice the required setback, whichever is less. Roof eaves projecting a maximum 4 feet out from the vertical plane of the exterior wall surface are exempted. Existing ground level shall be the grade elevation of the subject site at the side lot line boundaries prior to start of construction. Encroachments exceeding the angle plane height by not more than 10 linear feet may be allowed subject to the approval of a minor conditional use permit; encroachments exceeding 10 linear feet may be allowed pursuant to the approval of a conditional use permit pursuant to the provisions of Chapter 17.60. Linear feet shall mean the total combined linear feet of encroachment area(s) measured horizontally along the side face of the building.



17.20.055 Off-street parking requirements for new construction, additions and/or remodeling.

New construction, or additions and/or remodeling which results in an increase to the number of bedrooms of the existing primary structures, shall be subject to the required off-street parking requirements as set forth in Section 17.68.020(A).

17.20.060 - Accessory structures.

The following standards shall apply to all accessory structures:

A. Detached Accessory Structures. Workshops and storage sheds shall be located behind the street-facing building line of the primary structure on the property, unless authorized with the approval of a minor conditional use permit pursuant to Section 17.60.055. Single-story detached accessory structures, such as gazebos, workshops, storage sheds and similar uses which measure six hundred square feet or less, and with a maximum height of fifteen feet from finished grade to top of ridge as follows:

1. Minor Conditional Use Permit. May be located five feet from the side and/or rear property lines subject to the approval of a minor conditional use permit pursuant to Section [17.60.055](#).

2. Permitted. When in conformance with the provisions of Section [17.20.050](#) (Primary structures) and located behind the street-facing building line of the primary structure on the property. Detached accessory structures which exceed six hundred square feet and/or are two stories or greater shall conform to the provisions of Section [17.20.050](#) (Primary structures).

B. Detached Garages. Detached garages may be located as follows:

1. Single-Story Detached Garages. Single-story detached garages, measuring six hundred square feet or less, with a maximum height of fifteen feet as measured from lowest point of adjoining natural or pre-existing grade, or finished grade, whichever is lower, around the perimeter of the garage, to the highest point of the coping of a flat roof or to a point one-third of the height of a pitched or hipped roof, as shown in Diagram B of Section 17.20.040 (Height), may be located a minimum of three feet from the side or rear property line if the detached garage is located behind the primary structure.

2. Detached accessory garages, which exceed six hundred square feet, are greater than fifteen feet in height as described in 2.C.1 above, are two stories or greater, or are located in front of the primary structure shall conform to the provisions of Section [17.20.050](#) (Primary structures).

C. Detached Open Carports. For single-story detached carports, which are open on at least two sides, measuring six hundred square feet or less, and with a maximum height of fifteen feet as follows:

1. Minor Conditional Use Permit. May be located a minimum of three feet from the side and rear property lines subject to the granting of a minor conditional use permit pursuant to the provisions of Section [17.60.055](#).

2. Permitted. When in conformance with the setback provisions as set forth in Section [17.20.050](#) (Primary uses).

D. Miscellaneous Structures and Uses. Miscellaneous structures and uses, such as trash enclosures, barbecues, tool sheds, water heaters, air conditioning units, ground-mounted solar equipment and similar

uses, measuring less than one hundred twenty square feet as follows:

1. Minor Conditional Use Permit. May be located a minimum of five feet from the side and rear property lines subject to the granting of a minor conditional use permit pursuant to the provisions of Section [17.60.055](#) (Minor conditional use permits);
2. Permitted. When in conformance with the setbacks provisions as set forth in Section [17.20.050](#) (Primary structures).

E. Fences. The provisions of Section [17.48.130](#) shall apply.

F. Non-commercial Communication Facilities. Communication facilities that meet the requirements of Chapter 17.93, and which are intended for the noncommercial use and enjoyment by a resident of the property on which the device is located (e.g. television antenna, satellite dishes, and amateur ham radio towers) are either permitted or conditionally permitted as follows:

1. Permitted. The following such facilities are permitted:
 - a. Facilities that are exempt from Chapter 17.93 pursuant to Section 17.93.030.
 - b. Facilities for which a permit has been issued consistent with Chapter 17.93.
 - c. Satellite dish antennas which are not exempt under Chapter 17.93, but which are ground mounted or which are mounted on a mast which is not greater than twelve feet in height as measured from the point of existing adjoining grade.
2. Minor Conditional Use Permit. Any noncommercial communication device which is not exempt from Chapter 17.93, which does not require a permit to be issued consistent with Chapter 17.93, and which does not conform to the provisions of subsection (E)(1) of this section may be established, subject to the approval of a minor conditional use permit pursuant to the provisions of Section 17.60.055.

17.20.065 Swimming Pools.

Swimming pools, hot tubs, spas, pool/spa equipment and/or similar recreational facilities as follows:

1. Adjacent to a Public or Private Street or Alley. For swimming pools, hot tubs, spas, pool/spa equipment or similar recreational facilities located adjacent to a public or private street or alley, the following provisions shall apply:
 - a. Conditional Use Permit. The facility may be located within twenty-five feet of a public or private street or alley, and visible to the adjoining public or private street or alley, with the approval of a conditional use permit pursuant to the provisions of [Chapter 17.60](#) of this title.
 - b. Permitted. Where the facility is enclosed by a solid fence or wall of six feet in height (Note: On sloping terrain, the solid fence or wall may deviate a maximum eight inches above or below the six-foot height). In such case, the facility shall be located no

closer than five feet to the property line. In no case shall the facility be visible to an adjoining public or private street or alley.

c. Minor Conditional Use Permit. Where the facility is located greater than twenty-five feet from a public or private street or alley, but is visible to or from the adjoining public or private street or alley.

2. Side or Rear Property Lines. Five feet from the side or rear property line.

(Ord. 1247 § 4, 2006; Ord. 1177 § 2 (part), 2000; Ord. 1115 § 10, 1995; Ord. 1047 § 1, 1988; Ord. 1024 § 2, 1986; prior code § 9252(c))

17.20.080 - Lot area generally.

A. The minimum required lot area in the R-1 zone shall be seven thousand five hundred square feet unless otherwise designated on the zoning map.

B. When property has been classified and designated on the zoning map as R-1-9, the minimum required lot area shall be nine thousand square feet.

C. When property has been classified and designated on the zoning map as R-1-11, the minimum required lot area shall be eleven thousand square feet.

D. When property has been classified and designated on the zoning map as R-1-15, the minimum required lot area shall be fifteen thousand square feet.

(Prior code § 9252(e))

17.20.090 - Lot area per dwelling.

Lot area per primary dwelling unit in the R-1 zone shall be not less than the minimum required lot area. This section shall not apply to second units in compliance with Chapter 17.22.

(Prior code § 9252(f))

17.20.100 - Newly created lots—Rear line width.

Every lot in the R-1 zone hereafter created shall have a width at the rear line of a twenty-five foot front yard setback of not less than the following:

A. Lots required to have a minimum lot area of less than nine thousand square feet: sixty feet;

B. Lots required to have a minimum lot area of between nine thousand and ten thousand nine hundred square feet: seventy feet;

C. Lots required to have a minimum lot area of between eleven thousand square feet and fourteen thousand nine hundred ninety-nine square feet: eighty feet;

D. Lots required to have a minimum area of or in excess of fifteen thousand square feet: ninety feet.

(Prior code § 9252(g))

17.20.110 - Newly created lots—Minimum average width.

Each lot in the R-1 zone hereafter created shall have an average width of not less than ten feet less than the required frontage appertaining to such lot, as set forth in Section [17.20.100](#).

(Prior code § 9252(h))

17.20.120 - Permissible lot coverage.

All buildings in the R-1 zone, including accessory buildings and enclosed porches, shall have a maximum lot coverage of forty percent of the area of the lot, and must also be within the allowable floor area as defined in Section [17.20.125](#).

(Ord. 1115 § 12, 1995: Ord. 1066 § 1, 1990: prior code § 9252(i))

17.20.121 Landscaping and paving in front yard

A. Landscaping. A minimum of fifty percent of the front yard area shall be landscaped. Landscaping shall include plant materials such as trees, shrubs, vines, ground covers, flowers, and lawn, and shall exclude areas such as driveways, walkways, landings, porches, patios and similar areas.

B. Minimum Standards for circular driveways.

1. Circular driveways are allowed after the required parking and minimum front yard setback of 25

feet have been provided.

2. Minimum lot width shall be 80 feet.

3. Driveway width shall not exceed 12 (twelve) feet.

4. The front yard may be paved in the minimum amount necessary to construct a circular driveway.

5. The Development Services and Public Works Departments shall review and approve the proposed

driveway approaches, the distance between the curb cuts, and the potential traffic impacts that

could result from the installation of the circular driveway.

17.20.125 - Allowable gross floor area.

A. Allowable gross floor area on a single lot shall not exceed, either by addition or new construction, the amounts indicated in the following table:

Lot Area (square feet – SF)*	Allowable Gross Floor Area (SF)**
Under 7,500 sf	35% of lot area
7,500—11,000 sf	2,625 sf + 25% of lot area over 7,500 sf
Over 11,000 sf	3,500 sf + 12% of area over 11,000 sf
Over 30,000 sf	5,780 sf + 10% of area over 30,000 sf plus 5% of area over 30,000 sf for detached accessory buildings, such as a permitted second unit, guest house or detached garage.

(Ord. 1115 § 13, 1995)

* Flood control easements shall be included in the computation of lot area and access easements shall be excluded from the computation of lot area.

** For smaller lots where the maximum building floor area allows less than 1,000 square feet, a maximum 1,000 square feet is permissible if all other zoning standards can be met.

B. The calculation of allowable gross floor area shall include all areas that are considered gross floor area under Section 17.20.015 of this title.

(Ord. 996 § 3 (part), 1982: prior code § 9252(j))

17.20.140 - Minimum dwelling width.

No dwelling in the R-1 zone shall have a width less than fifteen feet.

(Ord. 996 § 3 (part), 1982: prior code § 9252(k))

17.20.150 - Limitations on uses.

The following regulations are limitations on, and are applicable to all uses in, the R-1 zone:

A. Vehicles.

1. Parking of Vehicles. No person shall park any vehicle or any component thereof, for any purpose, in any front or side yard area on any lot, except in driveway areas.

2. Repair, Dismantling or Storage of Vehicles. No person shall assemble, repair, dismantle or store any vehicle, other than as herein provided, on any part of any lot, unless such work is done:

- a. Within an enclosed building; or
- b. In an open area which is completely enclosed by view-obscuring walls, not less than six feet in height, or by exterior walls of a building or buildings.

3. Exception. The prohibition imposed by subsection A2 of this section shall not be deemed to apply to the occasional and incidental assembly or repair of vehicles owned by the persons in possession of the premises on which such takes place; provided, that a disabled vehicle which is being repaired or assembled shall not be stored except as provided in subsection A2 of this section for a period longer than seven consecutive days within any thirty day period.

B. Tents and canopies pursuant to the provisions of Chapter [15.04.050](#) of [Title 15](#).

(Ord. 1184 § 3, 2000; Ord. 1084 § 1 (part), 1992; Ord. 973 § 4 (part), 1980; prior code § 9253)

17.20.160 - Single-family residence construction requirements for pre-fabricated homes.

Pre-fabricated (i.e. Modular) homes in the R-1 zone shall be subject to the following standards:

- A. Every single-family dwelling shall have exterior walls of brick, wood, stucco, metal, concrete or other similar material. Reflective, roll-formed type metal siding is prohibited.
- B. Landscaping. All open areas visible from a street shall be appropriately landscaped. Such landscaping may include grass, flowers, shrubs, trees and ground cover. All landscaped areas and materials shall be regularly and properly maintained.

(Ord. 996 § 4, 1982; prior code § 9254)

17.20.170 - Development or construction site standards.

The following standards apply to development or construction in the R-1 zone:

- A. Construction sites shall be maintained free and clear of attractive nuisances and debris and/or fences as determined by the building inspector.
- B. The residential character of neighborhood to be maintained during construction as to not become an attractive or public nuisance, due to storage of material, parking or activities of the contractor employees.
- C. Temporary services on-site, shall be ten feet behind the property line, i.e., portable toilet facilities.
- D. Rubbish and refuse service with city contractor shall be required at the time the building permit is issued. Service may be weekly pickup service if accessible by a public street, or by scout or commercial service as otherwise authorized.
- E. Contractors, subcontractors shall be required to have a completed subcontractors list for all services and trades and business licenses obtained prior to any construction or request for inspection. Where work for which a permit is required wherein the work has started or has

proceeded prior to obtaining said permits or business licenses, the permit fees shall be doubled pursuant to [Chapter 15.04](#) of this code.

- F. Use of the public right-of-way for storage, work, staging, or off-loading requires a permit and approval in advance of any activity pursuant to [Chapter 12.12](#) of this code.
- G. The public right-of-way, if improved and in place, or at the entry to the project from an existing street, shall be cleaned each evening by the contractor. Clean up shall include, but not be limited to, streets, roadways, gutters, sidewalks, and parkways.
- H. Violation of subsections A through G of this section may result in the issuance of a stop work order by the building inspector. Work so halted shall have the right of due notice and an administrative hearing upon request.

(Ord. 1051 § 4 (part), 1989: prior code § 9254)

Chapter 17.08- DEFINITIONS

Sections:

17.08.010- Definitions-Generally.

For the purpose of this title, the words, phrases and terms set forth in this chapter shall be deemed to have the meaning ascribed to them in this chapter.

(Prior code § 9120)

17.08.020- Words, terms, phrases defined.

"Abut, adjoining or contiguous" means, in reference to real property, two or more lots sharing a common lot line; with reference to two or more objects, the same shall mean in immediate contact with each other.

"Access" means the place, or way, by which pedestrians and/or vehicles shall have safe, adequate and usable ingress and egress to a lot, from a public or private street or alley.

"Accessory" means a building, part of a building or structure or use which is subordinate to, and the use of which is incidental to, that of the main building, structure or use on the same lot. Where the wall of an accessory building has a common wall or a portion of a common wall not less than four feet in length, such accessory building shall be considered as part of the main building.

"Accessory use" means a use which is directly related, but clearly subordinate, to a permitted principal use. All accessory uses shall be established and maintained on the same lot as the principal use which they serve, except as expressly otherwise provided herein.

"Adjacent" means two or more objects which are located in close proximity to each other.

"Alcoholism hospital" means an institution intended solely for the admission, diagnosis and intensive short-term treatment of patients addicted to excessive use of alcohol, and related conditions.

"Alley" means a public or private way designated as an alley by the city, other than a street, permanently reserved as a means of secondary vehicular access to adjoining properties.

"Apartment" means the same as "dwelling unit."

"Apartment house" means a building containing three or more dwelling units.

"Assessed value" means the then assessed value of the land, building or structure, as is shown on the current assessment role in effect as of the time of the making of the determination of such assessed value.

"Assessor" means the tax assessor of the county of Los Angeles.

"Automobile repair and service garage" means a facility which provides for the repair and maintenance of motor vehicles; provided, that such facility shall not be deemed to include painting of motor vehicles, nor body and fender repair.

"Automobile wrecking" means the dismantling or wrecking of one or more used motor vehicles or trailers, or the storage, sale or dumping of dismantled or wrecked vehicles or their parts.

"Barber shop" means a place of business for a barber, whose occupation is to cut any type of hair, give shaves and trim beards.

"Basement" is any floor level below the first story in a building, except that a floor level in a building having only one floor level shall be classified as a basement unless such floor level qualifies as a first story as defined herein.

"Beauty shop" means establishments where hairdressing, and services incidental to hairdressing are done, including the sale of beauty supplies and cosmetics.

"Bedroom" R-2 zone. For the purpose of calculating parking requirements in the R-2 zone, the following rooms which regularly make up a standard dwelling unit shall not be considered a bedroom: one kitchen, one living room, one family or recreation room, one dining room, and bathrooms.

"Bedroom" R-3 and R-P zones. For the purpose of calculating parking requirements, the following rooms which regularly make up a standard dwelling unit shall not be considered a bedroom: one kitchen, one living room, one dining room, and bathrooms. Single-family residences located in the R-3 and R-P zones shall be subject to the bedroom definition in the R-1 zone.

"Block" means all properties fronting upon one side of a street between intersecting and intercepting streets, or between a street and a railroad right-of-way, water way, terminus or dead-end street, or city boundary. An intercepting street shall determine only the boundary of the block on the side of the street which it intercepts.

"Boardinghouse" means a facility having space for not more than ten boarders and one kitchen facility for common usage.

"Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons or property of any kind.

Building, Accessory. "Accessory building" means a separate, detached building, housing a permitted accessory use, located on the same lot as the main building or principal use.

Building Height. See "Height."

Building, Main. "Main building" means a building in which is conducted one or more principal uses permitted on the lot upon which it is situated.

"Building site" means: (1) the ground area of one lot or (2) the ground area of two or more lots when used in combination for a building or group of buildings, together with all open spaces, as required by this chapter.

"Business day" means a day on which city offices are open for regular business.

"Canopy" means any structure, temporary or permanent, constructed of canvas or other cloth or material on a framework sheltering an area, or forming a sheltered walk to the entrance of a building.

"Carport" means a permanently roofed structure with not more than two enclosed sides, used or intended to be used for automobile shelter and storage.

"Cellar" means the same as "basement."

"Centerline" means the centerline, as determined by the city engineer, of any street, highway or alley.

"Child care center" means a facility with an organized daytime program for the supervision and care of children who are not related to the person operating such facility.

"Children's day center (emotionally disturbed)" means an institution of one-bed capacity or more intended solely for the admission and treatment of minors with mental illness or behavior or emotional disorders.

"City" means the city of Sierra Madre.

"City manager" means the city manager of the city.

"Clerk" means the city clerk of the city.

Club, Private. "Private club" means any building or premises used by an association of persons, whether incorporated or unincorporated, organized for some common purpose, but not including a group organized primarily to render a service customarily carried on as a commercial enterprise.

"Code" means the Sierra Madre Municipal Code.

"Commission" means the planning commission of the city.

"Communications equipment buildings" mean buildings housing operating electrical and mechanical equipment utilized in conducting a public utility communications operation.

"Condominium" means the same as "dwelling, multiple."

"Convalescent home" means the same as "Nursing and convalescent hospital."

"Council" means the city council of the city.

"Court" means an area which is open and unoccupied by any building or structure, bounded on three or more sides by the exterior walls of a building. An inner court is a court entirely enclosed within the exterior walls of a building. All other courts are outer courts.

"Dairy" means any premises where one or more cows or goats, or any combination thereof, are kept or maintained for the purpose of producing milk.

"Day center (mentally retarded)" means a facility intended solely for the admission of patients who are not permitted to remain overnight with mental retardation, who are provided with a daytime program of education or training, handicraft, vocational and recreational activities.

"Day treatment hospital" means a place intended solely for the admission and treatment of patients with mental illness or mental disorder, who are provided with a daytime program of organized treatment, activities, and supervision under medical direction, but are not permitted to remain overnight.

"Detached living quarters" mean the same as "Guest house."

"Director" means director of planning for the city.

"Drive-in restaurant" means a restaurant use which:

1. Has facilities to allow patrons to consume prepared food at an area outside of an enclosed building; and/or
2. Has facilities which would allow the service of prepared foods directly to a patron while that patron is in a motor vehicle, whether or not for consumption on the premises.

Dump, Inert Solids. "Inert solids dump" means an area devoted to the disposal of nonwater soluble, nondecomposable inert solids such as natural earth, rock, sand and gravel; paving fragments; concrete brick; plaster and plaster products; steel mill slag; glass; asbestos fibre and products therefrom.

Dump, Rubbish and Refuse. "Rubbish and refuse dump" means an area devoted to the disposal of inert solid and/or decomposable organic refuse and scrap metal.

"Duplex" means the same as "Dwelling, Two-Family."

Dwelling, Single-family. "Single-family dwelling" means a detached building designed or used for occupancy, as living quarters, by one person or one family. "Single-family dwelling" shall also include a modular home manufactured and certified under the National Mobilehome Construction and Safety Standards Act of 1974 on a permanent foundation system approved by the city engineer.

Dwelling, Three-family. "Three-family dwelling" means a building designed or used for occupancy, as living quarters, by three separate families or persons and containing three dwelling units.

Dwelling, Two-family. "Two-family dwelling" means a building designed or used for occupancy, as living quarters, by two separate families or persons and containing two dwelling units.

"Dwelling unit" means one or more rooms in a building designed and intended to be used as living quarters by one person or one family.

"Educational institution" means any public, private or parochial; elementary, junior high, high school, university, or other school giving general academic instruction in the several branches of learning.

"Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied shelter because of an inability to pay.

"Engineer" means the city engineer of the city.

"Explosives" mean any explosive substance, as defined in Section 12000 of the Health and Safety Code of the state of California.

"Facilities for preparole adjustment/rehabilitation" mean any building where a program is conducted to prepare prisoners for return to the community in which they live and assist them in developing emotionally stable and economically productive lives.

"Facilities for the rehabilitation of drug abusers" mean any building where two or more resident patients are kept under medical, psychological, or psychiatric supervision for the purpose of curing them of drug addiction.

"Family home (mentally ill)" means a facility intended solely for the admission of not more than six mentally ill or emotionally disordered patients who are provided with a program of services and protective supervision in a home setting.

"Family home (mentally retarded)" means a facility intended solely for the admission of one or more mentally retarded patients who are provided with a program of services and protective supervision in a home setting.

"Fence" means a fence made of material other than concrete block or masonry.

"First story" means the lowest story in a building which qualifies as a story, as defined herein, except that a floor level in a building having only one floor level shall be classified as a first story, provided such floor level is not more than four feet below preexisting natural grade, as defined herein, for more than fifty percent of the total perimeter, or not more than eight feet below grade, as defined herein, at any point.

"Floor area" means the sum of the horizontal areas of floors of buildings measured from the exterior face of exterior walls.

Floor Area Net. "Net floor area" means the total horizontal floor area of all the floors of a building included within the surrounding walls, exclusive of vents, shafts, courts, elevators, stairways and similar facilities.

"Fraternity" means the same as "Club, Private."

Frontage, Street. "Street frontage" means the length of a lot line of a lot which abuts a street.

"Garage" means any building, with three enclosed sides, provided with a closeable access door or doors, which is used or intended to be used for automobile shelter or storage.

Gender. When consistent with context, words in the masculine gender include the feminine and neuter genders.

Grade. Whenever the term "grade" is used alone, it shall refer to the most restrictive condition.

"Grade, finished" means the final grade of the site which conforms to the approved plan.

"Grade, natural" means prior to deposit of earth material placed by artificial means and/or prior to the mechanical removal of earth material.

"Grade, preexisting" means an established grade that exists on a site for which a legal grading or building permit was in effect for ten years prior to a request for a building, demolition or grading permit.

"Gradient" means the rate of vertical change of a ground surface expressed as a percentage figure and determined by dividing the vertical distance by the horizontal distance.

"Guest house" means living quarters located within an accessory building, designed and utilized for the sole use of persons employed on the lot, or for temporary use by guests of the occupants of the dwelling

located upon such lot. Guest houses shall have no kitchen facilities and shall not be rented or otherwise used as a separate dwelling unit.

"Height" of building is the vertical distance above a reference datum measured to the highest point of coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following, whichever yields a greater height of building:

1. The average elevation of adjoining finished grade within a five-foot horizontal distance of the exterior wall of the building;
2. The average elevation of adjoining preexisting natural grade within a five-foot horizontal distance of the exterior wall of the building.

The height of a stepped or terraced building is the maximum height of any segment of the building.

"Highway" means the same as "Street."

"Home for the aged" means any building or portion thereof, other than a hospital or rest home, used and maintained to provide living accommodations, including board, room or care, for ambulatory aged persons. This shall also include "residential care home"

"Home occupations" mean any ongoing or repetitive business or professional use, activity or utilization of residentially zoned and improved property, by the inhabitants of said property, which is incidental and accessory to the primary residential use and does not generate an adverse impact to the surrounding neighborhood, pursuant to the provisions of Chapter 17.85 of this title.

Hospital, General. "General hospital" means an institution staffed and equipped to provide the various types of intensified hospital care, including, but not limited to, short-term care in acute medical, surgical and obstetrical services, but shall not include the treatment, other than on a temporary emergency basis, of alcoholic or mental patients.

"Hospitality house" means any building used by a nonprofit organization to provide emergency housing and meals on a temporary basis to stranded, evicted, transient, or otherwise dislocated and homeless persons until a satisfactory solution to their immediate problem is found.

"Hotel" means any building or portion of any building with access provided through a common entrance, lobby or hallway, to one or more guest rooms, which have no cooking facilities and which are designed and intended to be used or are used, rented or hired out as temporary or overnight accommodations for guests.

"Household pets" mean, and are limited to, the following pets, maintained principally within a dwelling unit:

1. Domesticated cats;
2. Domesticated dogs;
3. Fish, without limit on number; and
4. Any bird which is:
 - a. Customarily kept in residence with man, and
 - b. Kept, at all times, within a dwelling unit; specifically, "bird" shall not include, among others, for the purpose of these regulations, chickens, hens, roosters, geese or ducks.

"Housekeeping unit" means a single, integrated home-style of living together and sharing of space in a nonexclusive, noncompartmentalized lifestyle with one kitchen, one set of utilities, and one mailing address and with one front door for all persons residing at that location.

"Kennel" means a place where four or more adult dogs and/or cats are kept, whether by the owner of such dogs and cats or by other persons, providing facilities and care, whether or not for compensation. An "adult" dog or cat, for the purpose of these regulations, is one that has reached the age of four months.

"Kitchen" means any room or space within a building designed and intended to be used for the cooking or the preparation of food.

"Landscaping" means the planting and maintenance of natural and/or artificial trees, shrubs, vines, ground covers, flowers and lawns. In addition, the same may include natural features such as rock and stone; and structural features, including but not limited to, fountains, reflecting pools, art works, screens, walls, fences and benches; "landscaped area" means an area upon which landscaping is required by these regulations to be continuously maintained.

"Livestock" means a use involving the grazing, care and maintenance of cattle and/or horses for commercial or noncommercial purposes.

"Long-term facility" means an institution of seven-patient capacity or more intended primarily for the admission of chronic mentally ill or mentally disordered or other incompetent persons who are provided medical care, nursing services and intensive supervision.

"Lot" or "parcel of land" means:

1. A parcel of real property which is shown as a single lot in a lawfully recorded subdivision, approved pursuant to the provisions of the Subdivision Map Act; or
2. A parcel of real property, the dimensions and boundaries of which are defined as a single lot by a lawfully recorded Record of Survey Map; or
3. A parcel of real property shown on a parcel map as a single lot, lawfully recorded pursuant to the provisions of the Subdivision Map Act; or
4. Any parcel of real property otherwise lawfully created and dimensioned prior to October 1, 1955; or
5. Two or more lots which are combined by an appropriate recorded written instrument, or two or more lots which are combined by a common usage, shall be deemed, for all purposes, a single lot.

"Lot area" means the total horizontal area within the boundary lines of a lot or parcel; provided, however, that the following shall be excluded from the computation thereof:

1. Any portion of said lot or parcel which serves as an access easement to any other lot or building site; or
2. Any portion of said lot or parcel which serves as an improved surface flood control project under the jurisdiction of any public agency.

For the purpose of determining area in the case of an irregular, triangular or gore-shaped lot, a line ten feet in length within the lot and farthest removed from the front lot line and at right angles to the line representing the lot depth of such lot shall be used as the rear lot line.

Lot Area, Interior. "Interior lot area" means the total lot area minus: (1) the sum of the ground floor area of all buildings located thereon, and (2) any area used for perimeter landscaping.

Lot, Corner. "Corner lot" means a lot situated at the intersection of two or more streets, which streets have an angle of intersection of not more than one hundred thirty-five degrees.

"Lot depth" means the horizontal length of a straight line drawn from the midpoint of the front lot line and at right angles to such line connecting with a line intersecting the midpoint of the rear lot line and parallel to the front lot line. In the case of a lot having a curved front line, the front lot line, for purposes of this section, shall be deemed to be a line tangent to the curve and parallel to a straight line connecting the points of intersection of the side lot lines of the lot with the front lot line.

Lot, Interior. "Interior lot" means a lot, other than a corner or reversed corner, or through lot.

Lot, Key. "Key lot" means a lot which has a side lot line which is a common lot line with the rear lot line of a reversed corner lot.

Lot Line, Rear. "Rear lot line" means a lot line which is opposite and most distant from the front lot line. For the purpose of establishing the rear lot line of a triangular or trapezoidal lot, or of a lot the rear line of which is formed by two or more lines, the following shall apply:

1. For a triangular or gore-shaped lot a line ten feet in length within the lot and farthest removed from the front lot line and at right angles to the lot depth line shall be used as the rear lot line; and
2. In the case of a trapezoidal lot, the rear line of which is not parallel to the front lot line, the rear lot line shall be deemed to be a line at right angles to the lot depth line and drawn through a point bisecting the recorded rear lot line; and
3. In the case of a pentagonal lot the rear boundary of which includes an angle formed by two lines, such angle shall be employed for determining the rear lot line in the same manner as prescribed for a triangular lot.

In no case shall the application of the above be interpreted as permitting a main building to locate closer than five feet to any property line.

Lot Line, Side. "Side lot line" means any lot line which is not a front or rear lot line.

Lot, Reversed Corner. "Reversed corner lot" means a corner lot, the side lot line of which is substantially a continuation of the front line of a lot which adjoins the rear lot line of said corner lot.

Lot, Through. "Through lot" means a lot having frontage on two approximately parallel streets.

"Lot width" means the horizontal distance between the side lot lines measured at right angles to the lot depth line at a point midway between the front and rear lot lines.

Average width shall be the average of the length of line drawn parallel to the "lot width line" extending toward the front and rear lot lines at ten foot intervals, but excluding from such determination any prolonged portions of the lot used exclusively for access to a public street or for a driveway.

In computing lot width or average width, the following shall be excluded:

1. Any portion of said width which serves as an access easement to any other lot or building site; and
2. Any portion of said width which serves as an improved surface flood control project under the jurisdiction of any public agency.

"Map" means the zoning map of the city.

"Manufacturing" means the creation of a product from raw materials.

"May" is permissive.

"Medical and/or dental clinic" means any facility providing health service, or medical, surgical or dental care of the sick or injured, but shall not include inpatient or overnight accommodations. "Medical clinic" includes health center, health clinic, doctors' and dentists' offices.

"Mobilehome" means a mobilehome defined as such in the Mobilehome Park Law (Health and Safety Code, Section 18000 et seq.).

"Mobilehome park" means any lot where mobilehomes and/or sites are rented or leased or offered for rent or lease.

"Mobilehome site" means that portion of a mobilehome park designated for use or occupancy of one mobilehome and including all appurtenant facilities thereon.

"Modular home" means factory constructed, single-family one-story detached dwellings, certified under the National Mobilehome Construction and Safety Standards Act of 1974, with approved sticker attached, and placed on full, approved foundation systems and permanently anchored thereto.

"Motel" means one or more buildings containing rooms, without kitchen facilities, each having a separate entrance leading directly from the outside of the buildings or from an inner court, which rooms are designed for rental for temporary or overnight accommodations for guests, and are offered primarily to

automobile tourists or transients by signs or other advertising media; one unit, for use by a resident manager, may have kitchen facilities. "Motel" includes auto courts, motor lodges and tourist courts.

Nonconforming Building, Structure or Use.

"Nonconforming building or structure" means a building or structure, or portion thereof, which was lawfully altered or constructed in accordance with the then existing zoning regulations of the city, but which did not comply with subsequently adopted zoning regulations, or which does not conform to these regulations.

"Nonconforming use" means the utilization of any lot, building, buildings or structures, or any combination thereof, which use, when established, conformed to the then existing zoning regulations, but which did not comply with subsequently adopted zoning regulations, or which does not conform to these regulations.

Notice. Whenever written notice is required to be given by personal service thereof upon the person or persons to be notified, or by United States mail, postage prepaid, addressed to such person or persons at his last known address; such notice shall be conclusively deemed to have been given as of the time of personal service, or as of the time the same is deposited in the course of postal transmission.

"Nursery (mentally retarded)" means a facility intended primarily for the admission of nonambulatory mentally retarded patients, who are provided nursing services primarily in crib accommodations.

"Nursery school" means the same as "child care center."

"Nursing and convalescent hospitals" means any place or institution which provides bed accommodations for one or more chronic or convalescent patients, who, by reason of illness or physical infirmity, are unable to properly care for themselves. Alcoholics, drug addicts, persons with mental or communicable diseases, including contagious tuberculosis, shall not be admitted or cared for in nursing and convalescent hospitals.

"Oath" includes affirmation.

"Open space" means an area other than a required yard area, driveway or off-street parking facility, which has no building or structure located therein, except for those used exclusively for recreational purposes. To meet the requirement of open space such area, referred to as usable open space, shall meet the following:

If the same is located upon the ground, or upon the roof of a subterranean garage, such contiguous area shall not be less than five hundred square feet in area; and

If the roof of such subterranean garage is utilized for such open space all such roof areas may be utilized for such open space provided that the same is not in excess of two feet above the grade of the lot immediately adjacent thereto; and

That where such open space is located on any roof area, other than a subterranean garage, not to exceed twenty-five percent of such roof area may be utilized to meet the open space requirement.

Parking Space, Off-Street. "Off-street parking space" means a readily accessible area on a lot, not including driveways, ramps, loading or work areas, maintained exclusively for the parking of one automobile.

"Perimeter landscaping" means any landscaping required by the provisions of this code which is adjacent to, and runs substantially parallel with, any property line of the lot for which such landscaping is required.

"Person" means any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, syndicate, district, public agency, public utility, or any group or combination acting as a unit; "person" shall not include the city.

Plural. When consistent with the context, words in plural include the singular.

"Principal use" means a use specifically allowed of right in any one or more of the zones set forth in this title.

"Processing" means, when used in reference to a commercial or industrial use, one or more acts or operations which have the effect of changing the form of a product or material, so as to render the same more salable or usable.

"Psychiatric hospital" means an institution intended primarily for the admission, diagnosis and intensive short-term treatment of patients with mental illness or behavior or emotional disorders.

"Quarry" means any place on a lot where dirt, soil and gravel, rock or other similar material is removed by excavation or otherwise; "quarry" shall not include the excavation and removal of materials from a lot preparatory to construction of a building for which a building permit has been issued and remains in full force and effect; provided, that such excavation is confined to that necessary for such building construction.

"Recorder" means the county recorder of the county of Los Angeles.

"Regulations" means the provisions of this title.

"Resident facility (mentally retarded)" means an institution of one-bed capacity or more intended solely for the admission of mentally retarded patients who require supervision and who are provided with an organized program of services.

"Residential care home" means the same as "home for the aged."

"Residential facility (former drug abusers)" means a building with six or more guest rooms for eleven or more persons participating in a program of rehabilitation and social readjustment for former drug abusers. "Residential facility" does not mean any facility wherein professional medical, psychiatric, psychological, or nursing care is provided for the purpose of curing persons of drug addiction.

"Residential facility limited (former drug abusers)" means a building with not more than five guest rooms for not more than ten persons participating in a program of rehabilitation and social readjustment for former drug abusers. "Residential facility limited" does not mean any facility wherein professional medical, psychiatric, psychological, or nursing care is provided for the purpose of curing persons of drug addiction.

"Residential/Commercial mixed-use" means developments which integrate residential and commercial uses within a single project. Mixed-use developments include projects where housing is developed above commercial ("vertical" mixed-use), as well as projects where residential and commercial uses are developed side-by-side ("horizontal" mixed-use).

"Residential school (mentally retarded)" means a facility intended primarily for the admission, care, and treatment of educable and trainable mentally retarded patients. The facility shall provide an educational program on the premises as one of its services.

"Rest home" means the same as "nursing and convalescent hospital."

"Secretary" means the secretary of the commission.

"Service station" is a retail place of business engaged primarily in the sale of motor fuels, but also engaged in supplying goods and services generally required in the operation and maintenance of motor vehicles. Such goods and services include sale of petroleum products; sale and servicing of tires, batteries and automotive accessories; washing and lubrication services; the performance of minor automotive maintenance and repair; and the supplying of other incidental customer services and products. Major automotive repairs, painting, body and fender work, and automobile or truck rental or storage shall not be deemed permitted as a part of such service station usage.

"Shall" is mandatory.

Singular. When consistent with the context, words in the singular number shall include the plural.

"Solid fill" means any combustible materials, insoluble in water, such as soil, rock, sand or gravel that can be used for grading land or filling depressions.

"Solid fill project" means any operation which involves the importation and deposit of one thousand or more cubic yards of solid fill material, on a lot, for the purpose of reclaiming such lot or portion thereof.

"Sorority" means the same as "club, private."

Stable, Private. "Private stable" means a detached accessory building in which horses owned by the occupants of the premises are kept, and in which no horses are kept for hire or sale.

"Stand" means a structure for the display and sale of products with no space for customers within the structure itself.

"State" means the state of California.

"Story" means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a usable or unused underfloor space is more than six feet above pre-existing or natural grade as defined herein for more than fifty percent of the total perimeter or is more than twelve feet above grade as defined herein at any point, such useable or unusable underfloor space shall be considered as a story.

"Street" means a public or private way permanently reserved as a primary means of vehicular access to adjoining property; "street" shall not include an "alley."

Street Frontage. See "Frontage, street."

"Structural alterations" means any change in the supporting members of a building such as foundation, bearing walls, columns, beams, floor or roof joints, girders or rafters, or changes in roof or exterior lines.

"Structure" means anything constructed or erected which requires location on the ground or attached to something having a location on the ground.

Except: Fences or walls less than three feet in height located in any required yard area, provided the same are not adjacent to any property line and do not interfere with, divert, block or channel surface water run-off. All fences and walls (regardless of height) adjacent to property lines and those which interfere with, divert, block or channel surface water run-off. All fences and walls (regardless of height) adjacent to property lines and those which interfere with, divert, block or channel surface water run-off shall not be excepted.

"Supportive housing" means housing with no limit on length of stay that is occupied by the target population as defined in the Health and Safety Code Section 53260(d), and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

Tenses. When consistent with the context, words used in the present tense include the past and future tenses and words in the future tense include the present tense.

"Tent" means any structure, temporary or permanent, constructed of canvas or other cloth or material attached to, and encloses, a framework that is intended to provide shelter to an area.

Trailer, Automobile. "Automobile trailer" means a vehicle without motor power, designed to be drawn by a motor vehicle and to be used for human habitation or for carrying persons and property, including a trailer coach and any self-propelled vehicle having a body designed for the same uses as an automobile trailer without motor power.

Trailer Park, Trailer Court and Public Camp. Any or all of them shall mean any area or tract of land used or designed to accommodate one or more automobile trailers or one or more camp parties, including tents or other camping outfits and including trailer camps as defined by state law.

"Transfer station" means an area, including any necessary building or structures, for the temporary storage and the salvage of rubbish, garbage or industrial waste.

"Transitional housing" means rental housing provided to facilitate the movement of homeless individuals or families to conventional housing. Transitional housing may take the form of single-family or multi-family units, and may include supportive services operated under program requirements to allow individuals or families to gain necessary life skills in support of independent living. This type of housing may be occupied by a program recipient for a minimum of six months up to a maximum of two years, at which time it may be recirculated to another eligible program recipient.

"Triplex" means the same as "dwelling, three-family."

"Use" means the utilization of a lot, building, structure or any combination thereof.

"Wall" means a concrete block or masonry wall.

"Writing" includes any form of message recorder in English and capable of visual comprehension.

"Yard" means an open space, other than a court, on a lot unoccupied and unobstructed from the ground upward, except as otherwise provided in this chapter. Wherever in this chapter required yards are prescribed, the same shall be established from the boundary line of such lot or parcel; provided, that the following shall be excluded, and the boundary line shall be deemed to be the interior line of:

1. Any portion of said lot or parcel which serves as an access easement to any other lot or building site;
2. Any portion of said lot or parcel which serves as an improved surface flood control project under the jurisdiction of any public agency.

Yard, Front. "Front yard" means an area extending across the full width of the lot and lying between the front lot line and a line parallel thereto, and having a distance between them equal to the required front yard depth as prescribed in each zone. Front yards shall be measured by a line at right angles to the front lot line, or by the radial line in the case of a curbed front lot line. When a lot lies partially within a planned street indicated on a precise plan for such a street and where such planned street is of the type that will afford legal access to such lot, the depth of the front yard shall be measured from the contiguous edge of such planned street in a manner prescribed in this definition.

Yard, Rear. "Rear yard" means a yard extending across the full width of a lot, immediately adjacent to the rear lot line thereof. The depth of a required rear yard shall be the specified horizontal distance measured between the rear lot line and a line parallel thereto on the lot.

Yard, Rear Line of Required Front. "Rear line of required front yard" means a line parallel to the front lot line and at a distance therefrom equal to the depth of the required front yard, and extending across the full width of the lot.

Yard, Required Setback. For purposes of the restriction of any structure exceeding forty-two inches in height, the term "setback" includes any required yard, front, side or back.

Yard, Side. "Side yard" means a yard between the main building and the side lot lines extending from the rear line of the required front yard, or the front lot line where no front yard is required, to the beginning of the required rear yard line, and at right angles to the nearest point of a side lot line towards the nearest part of a main building.

"Zoning map" or "map" means the official zoning map of the city.

(Ord. 1234 §§I, 2, 2005; Ord. 1214 § 2 (Exh. I (part)), 2004; Ord. 1185 § 2 (part), 2000; Ord. 1184 § 2, 2000; Ord. 1161 § 2A, 1998; Ord. 1136 § I, 1997; Ord. 115 § 5, 1995; Ord. 1084 § I (part), 1992; Ord. 1035 § I, 1987; Ord. 1024 § I, 1986; Ord. 996 § I, 1982; prior code§ 9121)

(Ord. No. 1282, §I, 10-28-08; Ord. No. 1352, §§ 1-3, 2-11-14; Ord. No. 1354, § 2, 6-10-14)



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Elaine Aguilar, City Manager 

INITIATED BY: Miguel Hernandez, Human Resources Analyst 

DATE: September 27, 2016

SUBJECT: **Consideration of Resolution 16-57 Authorizing Destruction of
Obsolete Records**

SUMMARY

On September 25, 2007 the City Council approved the City's Records Retention Policy establishing procedures for City staff to allow for destruction of any obsolete City records. These are records which have met or exceeded the legal retention period and are no longer needed by the City. The procedure requires the City staff to submit a resolution, along with an authorization to destroy obsolete records form to the City Council for approval.

ANALYSIS

In accordance with the City's policy, staff has submitted memorandums to the City Clerk with lists of boxes containing obsolete records to be destroyed, in compliance with the retention policy. The Department Heads have reviewed the obsolete records described in the request and have confirmed with the City Clerk that the records meet the requirements of the City's policy for destruction. Staff has prepared the attached Resolution 16-57 for the City Council's authorization to destroy the obsolete records described in the authorization to destroy obsolete records form Exhibit "A" to the Resolution. Many of the obsolete documents staff is requesting to be destroyed are well past the end of their legal retention.

PUBLIC NOTICE PROCESS

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

ALTERNATIVES

1. The City Council can approve Resolution 16-57 authorizing the destruction of obsolete records.
2. The City Council may choose not to approve Resolution 16-57 and provide staff with further direction.
3. The City Council can provide further direction to staff on this item.

STAFF RECOMMENDATION

Staff recommends the City Council adopt Resolution 16-57 authorizing the destruction of the obsolete City documents.

Attachments:

1. Resolution 16-57 Authorizing the destruction of obsolete records
2. Authorization to Destroy Obsolete Records Form Exhibit "A"

**RESOLUTION NO. 16-57
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
AUTHORIZING THE DESTRUCTION OF OBSOLETE RECORDS**

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

WHEREAS, On September 25, 2007, the City Council approved the City's Records Retention Policy ("the Policy"); and

WHEREAS, the Policy complies with all requirements of Government Code section 34090 et seq. for destruction of obsolete records; and

WHEREAS, the Policy requires that City staff must receive approval from the City Council by resolution and written consent from the City Clerk before destroying any obsolete City records; and

WHEREAS, City staff has gathered a number of records which have reached or exceeded the legally required retention period for such records and which are no longer needed by the City; and

WHEREAS, in accordance with the Policy, this resolution is presented to the City Council for approval to destroy obsolete City records.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. The City records, documents, books or papers which are generally described and listed in Exhibit "A," attached hereto and incorporated herein by reference, have reached or exceeded the legally required retention periods and are no longer required to be retained by the City:

- (1) Administrative / Human Resources Records
- (2) Community Services Records
- (3) Finance Department Records

SECTION 2. In accordance with the Policy and the requirements of Government Code section 34090 et seq., the City Council hereby authorize the City to destroy the above described City records.

Passed, Approved and Adopted on the 27th day of September, 2016.

Mayor, City of Sierra Madre, CA

ATTACHMENT

I, the undersigned, hereby certify that the foregoing Resolution 16-57 was duly adopted at a regular meeting of the City of Sierra Madre City Council on the 27th day of September, 2016 by the Sierra Madre City Council following a roll call vote:

Ayes

Noes

Absent

City Clerk, City of Sierra Madre, CA

AUTHORIZATION TO DESTROY OBSOLETE RECORDS

Exhibit "A"

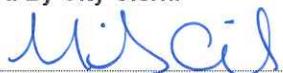
In accordance with the Records Retention Guidelines and upon the consent of the Department Head, the records listed below will be properly destroyed.

Record Series Title	Department	Date of Records	
		From	To
Paramedic Recruitment Files	Administration/HR	2007	2014
Administrative Recruitment Files	Administration/HR	2007	2010
Firefighter Recruitment Files	Administration/HR	2007	2011
Administrative Recruitment Files	Administration/HR	2007	2010
Administrative Recruitment Files	Administration/HR	2008	2011
Administrative Recruitment Files	Administration/HR	2008	2011
Admin/Police Recruitment Files	Administration/HR	2008	2014
Administrative Recruitment Files	Administration/HR	2006	2008
Administrative Recruitment Files	Administration/HR	2010	2013
Admin/Police Recruitment Files	Administration/HR	2006	2010
Admin/Police/Fire Recruitment Files	Administration/HR	2010	2013
Administrative Recruitment Files	Administration/HR	2010	2013
Incident Claims	Administration/HR	1996	2013
Administrative Recruitment Files	Administration/HR	2007	2011
Recruitment Files	Administration/HR	2011	2014
Administrative Recruitment Files	Administration/HR	2008	2011
Administrative Recruitment Files	Administration/HR	2007	2011
Firefighter Recruitment	Administration/HR	2009	2012
Firefighter Recruitment	Administration/HR	2011	2015
Administrative Recruitment Files	Administration/HR	2009	2012
Firefighter Recruitment Files	Administration/HR	2010	2013
Administrative Recruitment Files	Administration/HR	2009	2012
Admin/Police Recruitment Files	Administration/HR	2009	2012
Admin/Police Recruitment Files	Administration/HR	2009	2012
Police Department Recruitment Files	Administration/HR	2010	2013
Admin/Fire Recruitment Files	Administration/HR	2011	2014
Fire Department Firefighter Recruitment	Administration/HR	2012	2015
Admin/Community Services Recruitment	Administration/HR	2011	2014
Admin/Police Recruitment Files	Administration/HR	2011	2015

Administrative Recruitment Files	Administration/HR	2011	2014
Misc. Working Documents	Administration/HR	2000	2002
Personnel Files – Fire Department	Administration/HR	1995	2002
Liability Claims	Administration/HR	2002	2008
Liability Claims	Administration/HR	2006	2012
Liability Claims	Administration/HR	1986/89	1996
Liability Claims	Administration/HR	1990	1996
Recruitment Files	Administration/HR	2009	2012
Liability Claims	Administration/HR	2002	2009
Liability Claims	Administration/HR	2006	2012
Liability Claims	Administration/HR	2002	2009
Misc. Police Department Files/Supervisor Files	Administration/HR	1996	2012
Admin Working Files	Administration/HR	2003	2006
Emergency Operations Plan	Community Services	1974	1975
Facility Permits	Community Services	1974	1982
AAC	Community Services	2006	2007
After School Programs	Community Services	2003	2005
Appraisals	Community Services	1996	1999
Events	Community Services	1979	1986
Grants	Community Services	1984	1987
Dog Park Friends	Community Services	1999	2003
Parks & Rec Reports	Community Services	1974	1977
Budget Working Documents	Finance Department	2007	2008
PR Vendor Invoices	Finance Department	2007	2010
Daily Cash Report	Finance Department	2008	2009
Payroll Time Cards -- 2008 Payroll #1 to #26	Finance Department	2008	2013
Cash Register Receipts	Finance Department	2006	2008
Cash Register Receipts	Finance Department	2005	2007
Cash Drawer Daily Reports Oct/Dec 2002	Finance Department	2002	2005
Payroll Time Cards	Finance Department	1998	2003
RFP – Audit Services	Finance Department	2002	2006
AR Supporting Documents	Finance Department	2008	2009
Payroll Registers	Finance Department	1991	2009
Finance Journal Entries	Finance Department	1991	1993
Fund Raising Workshops	Library Services Department	2003	2013
Proposal for new Library	Library Services Department	2004	2013

Proposal for new Library	Library Services Department	2004	2013
Managing Library Building Projects Workshop	Library Services Department	2000	2013
Candidate Orientation	Library Services Department	2006	2013
Emergency Operations Center Notes/Paperwork	Library Services Department	2010	2013
Public Notifications Process – Notes related to EOC	Library Services Department	2003	2013
EOC Resource Information	Library Services Department	2010	2013
Training Materials (non-safety)	Library Services Department	2009	2013
Preliminary Plans for LSTA Grant Programs	Library Services Department	2004	2013
Raising Endowment	Library Services Department	2001	2013
Conducting Effective Appraisal – Training Docs	Library Services Department	2008	2013
Library Recruitment Files	Library Services Department	2006	2013
Payroll File	Library Services Department	2006	2013
Positions File	Library Services Department	2016	2013
Leave Status Request	Library Services Department	2010	2013
Training Material – Personnel Law	Library Services Department	2006	2013
City Budget Development	Library Services Department	2010	2013
CSM Disciplinary & Harassment Workshop Material	Library Services Department	2010	2013
Planning for Results Guidebook Training Material	Library Services Department	1998	2013
Warrants (copies) – 2000,2003,2004,2005	Library Services Department	00,03,04,05	2013

Department Head Approval: Administration		Date: 9-15-16
Department Head Approval: Community Services		Date: 7/17/16
Department Head Approval: Finance Department		Date: 9/19/16
Department Head Approval: Library Services		Date: 7/12/16

Verified By City Clerk:		Date: 9-20-16
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City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

DATE: September 27, 2016

SUBJECT: Authorization of Contract with Peckham & McKenney for the City Manager Recruitment

SUMMARY

At the previous Council Meeting, the City Council authorized a sub-committee composed of Mayor Pro Tem Arizmendi and Council Member Delmar to review and select a recruiting firm for the City Manager recruitment process. The Council authorized the City Manager to enter into the contract, if the contract amount did not exceed the City Manager's \$25,000 contract authority.

The Council sub-committee reviewed five proposals, and decided on the proposal submitted by Peckham & McKenney, in the amount of \$27,000. This item is on tonight's agenda for the City Council's approval of the proposal submitted by Peckham & McKenney.

ANALYSIS

Due to the retirement of City Manager Aguilar in December 2016, and to minimize the period of vacancy in the position, the City Council authorized a Council sub-committee to review proposals submitted by executive recruiting firms. The Council authorized the sub-committee to select a consultant to handle the recruitment process and authorized the City Manager to enter into the contract, if the contract amount did not exceed the City Manager's \$25,000 contract authority.

Seven firms were contacted and asked to submit proposals. Five firms submitted proposals by the sub-committee's deadline of Monday, September 19th. After review, the subcommittee selected the firm of Peckham & McKenney.

The proposal from Peckham & McKenney is in the amount of \$27,000 and provides for a 14-week recruitment process. A copy of the proposal is attached.

A summary of the proposals received is on the next page.

Firm Name	Cost
Alliance Resource Consulting	Fixed Fee \$28,000
Ralph Anderson & Associates	Fixed Fee \$26,775
CPS HR Consulting	\$22,900
Bob Murray & Associates	\$17,500 plus expenses, est. \$7,400 \$24,900
Peckham & McKenney	All inclusive fee \$27,000

Based upon the Council sub-committee review, it is recommended that the City Council authorize the firm of Peckham & McKenney to conduct the City Manager Recruitment process.

FINANCIAL REVIEW

The cost of the Peckham & McKenney recruitment services is \$27,000. There is no need to transfer from General Fund reserves, as there will be adequate salary savings from various position vacancies. The salary savings can be transferred to the appropriate account during the mid-year budget process.

PUBLIC NOTICE PROCESS

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

ALTERNATIVES

The City Council may consider one of the following:

1. Authorize the firm of Peckham & McKenney to conduct the City Manager recruitment process in the amount of \$27,000.
2. Not authorize the firm of Peckham & McKenney to conduct the City Manager recruitment process and provide alternate direction.

STAFF RECOMMENDATION

It is recommended that the City Council authorize the firm of Peckham & McKenney to conduct the City Manager recruitment process at the cost of \$27,000.



September 19, 2016

Mayor Gene Goss and Members of the City Council
C/O Elaine Aguilar, City Manager
City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Dear Mayor Goss and Members of the City Council:

Thank you for the opportunity to express our interest in assisting you in the recruitment of a new City Manager. As a City Council, I believe that you should be looking to work with an experienced Recruiter who truly understands the unique culture and character of a smaller, established community as well as a destination community with an economy that is rich with tourism.

Bringing 29 years of experience in executive search (more than any other active Recruiter in California) I would serve as your Recruiter. Since 1987, I have personally conducted hundreds of City Manager searches throughout the Western United States. In spite of these numbers, I recognize that every agency and community is unique, and I take the time to become familiar with your needs in order to identify the best candidates. Within the past five years alone, I have placed a total of 45 City Managers and Assistant City Managers with California cities. Of those individuals placed, only 6 have left for retirement or other career opportunities. We believe this is a testament to the quality of our work as well as our attention to ensuring "fit."

Currently, we are conducting City Manager searches for the cities of Campbell and Sonoma as well as an Assistant City Manager search for the cities of Hayward and South Lake Tahoe. Over the past two years alone, we have placed City Managers and Assistant City Managers with the cities of Auburn, Brentwood, Calistoga, Escondido, Foster City, Galt, Gilroy, Oceanside, Pacifica, Palmdale, Portola Valley, San Clemente, San Pablo, San Rafael, and Tracy.

The attached proposal includes more detailed information regarding our firm, the search process and timeline, professional fee and expenses, our guarantee, and client references. I welcome the opportunity to work with you on this important search process. Please feel free to call me toll-free at (866) 912-1919 if you have any questions. Again, thank you for this opportunity.

Sincerely,
Bobbi C. Peckham

Bobbi C. Peckham, President
Peckham & McKenney, Inc.

Attachment

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INTRODUCTION

Peckham & McKenney, Inc. provides executive search services to local government agencies throughout the Western United States and is headquartered in Roseville, California. The firm was established as a partnership in June 2004 and incorporated in 2014 by Bobbi Peckham and Phil McKenney, who serve as the firm's lead Recruiters and bring over 50 years' combined experience in local government and executive search. We also offer the services of two former City Managers who serve as Recruiters on assignment. We are supported by an Office Manager, research specialists, a marketing and design professional, web technician, and distribution staff. Ms. Peckham serves as the firm's President, and Phil McKenney serves as the Chief Operating Officer and Secretary/Treasurer. Either of the firm's principals may be reached toll free at (866) 912-1919.

Peckham & McKenney was established on the premise that an executive search and consulting firm must be dedicated to providing its clients and candidates with professional service, as well as a personal, hands-on approach. Our business philosophy centers upon the understanding that this is a "people" related industry and that attention to others' needs is the key to providing effective customer service. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has led to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials to their experiences with us. We invite you to visit our web site at www.PeckhamAndMcKenney.com.

At Peckham & McKenney, we are committed to local government and sensitive to the challenges and issues faced by our clients and candidates. As such, we serve as the Administrator for the Credentialed Government Leader program for the Municipal Management Associations of Northern & Southern California. We also actively support Women Leading Government as well as assist in the annual Women's Leadership Summit. In addition, we have provided numerous workshops and training sessions in California and Colorado to up-and-comers on resume and interview preparation and general career guidance.

Individual profiles of each of the Peckham & McKenney team follow.

Bobbi C. Peckham, President

Bobbi Peckham brings 29 years' experience as an Executive Recruiter as well as 6 prior years of local government experience. Ms. Peckham is sought out and retained due to her high ethics, integrity, hands-on customer service, and unique ability to identify candidates that "fit" her client agencies and communities.

Ms. Peckham began her career in local government in the City Manager's office of the City of Naperville, Illinois, where she became familiar with all aspects of local government in the nation's fastest growing community. Ms. Peckham was then recruited to join the Executive Search practice of a leading California recruitment firm. Later, she played an integral role in creating a national search business for what became the largest recruitment practice serving local government in the country. Here, she became Regional Director overseeing Northern California and a nine-state region. In 2004, Ms. Peckham formed Peckham & McKenney, Inc. in partnership with Phil McKenney.

Ms. Peckham received a Bachelor of Science degree in Organizational Behavior from the University of San Francisco. She is a contributing member of the International City/County Management Association, Cal-ICMA, Women Leading Government, and Municipal Management Associations of Northern & Southern California. Ms. Peckham serves on the Planning Committee for the annual *Women's Leadership Summit*, at which she coordinates and leads the highly regarded Executive Roundtable Discussions with over 30 female local government leaders. In addition, Ms. Peckham was instrumental in writing the ICMA's *Job Hunting Handbook*. Over the years, Ms. Peckham has actively supported her community, and she currently volunteers her time to the Sacramento Affiliate of *Dress for Success*, which works to empower women to achieve economic independence by providing a network of support, professional attire, and the development tools to help women thrive in work and in life.

Phil McKenney, Chief Operating Officer

Phil McKenney has over 35 years' management experience and is very familiar with local government agencies, having led a county organization and having worked with numerous city governments and special districts. Mr. McKenney began his career in the resort and hospitality industry and served as General Manager for Mattakesett Properties on the island of Martha's Vineyard. He then relocated to Keystone Resort in Colorado, which is now acknowledged as a premiere all-season resort with special recognition for its level of guest services. Mr. McKenney later took over the helm of the Summit County Chamber of Commerce as their Executive Director. This hybrid-Chamber was the only countywide organization responsible for marketing all of Summit County, Colorado, home to Breckenridge, Keystone, and Copper Mountain resorts. Through his leadership and collaborative style, and working with the cities and county within Summit County, he led the Chamber to being a readily recognized and well-respected organization within Colorado and the Western United States.

Mr. McKenney was then selected by Placer County, California to lead the merger of the North Lake Tahoe Chamber of Commerce and the North Tahoe Visitors and Convention Bureau into the North Lake Tahoe Resort Association. As Executive Director of this new county organization, he represented the Tourism industry for all of North Lake Tahoe. The Resort Association is now a proactive, nationally recognized organization whose model of governance is being replicated in numerous resort communities across the Western United States.

Mr. McKenney began his career in executive recruitment in January 2003 and has since conducted hundreds of national recruitments throughout the Western states, including Colorado, Arizona, Idaho, Wyoming, Oregon, and California. Mr. McKenney has an undergraduate degree in Recreation from Slippery Rock State College as well as a Master of Business Administration from the University of Denver.

Clay Phillips, Executive Recruiter

Mr. Phillips brings extensive experience leading a city of over 150,000 and selecting and assembling an executive team that is highly revered in the San Diego region. He recently completed 30 years of service with the City of Escondido, 12 years of which he served as City Manager. Mr. Phillips served in several capacities with the City of Escondido including Finance Director, Administrative Services Director, and Deputy City Manager prior to his appointment as City Manager. He began his career with the City of Santa Ana and soon became Deputy Finance Officer for the City of Irvine.

Mr. Phillips has served as the Chairman of the San Diego City Managers Association, and he has been a speaker and expert panelist for the League of California Cities as well as POST and California State University San Marcos. Mr. Phillips has significant experience in leadership development, financial management, economic development, and labor relations. In his capacity as City Manager, he has been involved with the recruitment and hiring of department heads in all areas of local government. Mr. Phillips received his undergraduate degree from Loma Linda University with majors in Business Management and Accounting and was recognized as the Alumnus of the Year by the School of Business in 2008. He also received his Master of Business Administration from Pepperdine University.

Ellen Volmert, Executive Recruiter

Ms. Volmert recently began her encore career after 35 years of local government management experience in California and Oregon. She has served as City Manager with the City of La Palma; and 18 years as Acting City Manager, Assistant City Manager, Assistant to the City Manager, and Management Analyst with the City of Corvallis, Oregon. She began her local government career with the California cities of Baldwin Park and West Covina. Ms. Volmert brings extensive experience in executive recruitment, labor relations, human resources, risk management, communications, diversity, budgeting, and intergovernmental relations. Ms. Volmert focuses on all recruitment assignments in the state of Oregon as well as team support on all other executive recruitments. She is a graduate of UCLA and has a Master's degree in Public Administration from Cal State Fullerton.

Joyce Johnson, Office Manager

Ms. Johnson joined Peckham & McKenney in 2005 and serves as the firm's Office Manager. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two separate national management consulting and executive recruitment firms. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. Ms. Johnson holds an Associate of Arts degree from American River College.

Cathy West-Packard, Marketing & Design

Ms. West-Packard has provided her design and marketing skills to Peckham & McKenney Recruiters for over 25 years. She is the firm's "go-to" professional for all advertising and brochure design and creation.

Kevin Johnson, Research Assistant

Mr. Johnson has been a member of the team since 2009 and currently serves as a Research Assistant. He supports the firm's Recruiters through his research of local government agencies and networks, potential candidates, and current candidates prior to recommendation to our clients. Mr. Johnson mastered his researching abilities while obtaining a Bachelor of Arts in Economics from Willamette University.

Bradley Frank, Technology Guru

The newest member of the Peckham & McKenney team, Mr. Frank holds the official title of Technology Guru as he expertly oversees the firm's web site as well as responding to all technology questions from the firm's principals. He is currently studying Material Sciences & Engineering at the University of California, Merced, and is a NASA Fellow.

THE SEARCH PROCESS

While it is our intent to customize the search and project schedule to fit the City of Sierra Madre's specific needs, the search process typically includes the following key actions:

Project Organization – Prior to beginning the recruitment process, we will be available to discuss the recruitment process, listen to specific desires and expectations, and respond to any questions or concerns. We will discuss expected parameters of the search, the search timeline, and schedule future meeting dates. At this time, the City will also determine the extent of involvement of other individuals in the search process, including executive management team and members of the community.

Development of Candidate Profile (on-site #1) – This phase provides for the development of a detailed Candidate Profile. We will meet individually with the Mayor and members of the City Council to discuss the current and future issues and challenges facing the City of Sierra Madre and the organization, in particular. The desired background and experience, leadership style and personality traits, skills and abilities of the ideal candidate will be discussed. We will also discuss expectations, goals, and objectives that will lead to the success of the new City Manager. Additional individuals or groups identified during the “Project Organization” phase will also be contacted for input during the development of the Candidate Profile.

Recruitment – Given the nature of California, we would recommend focusing this recruitment on California only. Advertisements will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Full information on the position will be posted on our firm’s web site as well as the City’s site. In addition, an attractive brochure will be prepared to market the organization and position to potential candidates. This brochure will be mailed to 300-400 industry professionals nationally, and it will also be available on our firm’s web site. Copies of the brochure will also be made available to the City.

The main focus of our outreach, however, will be direct phone contact with quality potential candidates. With close to 30 years of executive search experience, we have developed an extensive candidate database that is continuously utilized and updated. Our recruiting efforts will focus on direct and aggressive recruiting of individuals within the search parameters established during the Candidate Profile Development phase. We believe direct recruiting produces the most qualified candidates.

Throughout this active search process, we will regularly notify the City of the status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will “team” with the City to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating “surprises” once the resume filing deadline has occurred.

As resumes are received, they will be promptly acknowledged, and we will personally respond to all inquiries. Once the resume filing deadline has passed, the City will be once again updated on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

Preliminary Interviews – As resumes are received, supplemental questionnaires will be sent to candidates who appear to meet the Candidate Profile. Following the resume filing deadline and a thorough review of the resumes and questionnaires received, we will conduct preliminary interviews with those individuals most closely matching the Candidate Profile. An Internet search will be conducted as well as preliminary background (credit and criminal) checks.

Recommendation of Finalists (on-site #2) – A written recommendation of finalists will be personally presented to the City in a one- to two-hour meeting. The City will receive a full listing of all candidates who applied for the position, as

well as the cover letters, resumes, and supplemental questionnaires of the recommended group of candidates for further consideration.

Once a group of finalists has been selected by the City, all candidates will be notified of their status. We will prepare a finalist interview schedule and notify finalist candidates accordingly. If necessary, finalists will make their own travel plans and reservations. It is customary that the City reimburse finalists for round-trip airfare, car rental, and lodging necessary to attend the interviews with the City. We will confirm this with the City at our meeting to recommend finalists.

Final Interviews/Selection (on-site #3) – During this phase, finalists will be interviewed by the City. We will provide on-site advice and facilitation assistance during the final interview process. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided for the City’s convenience.

An orientation session will be held with those involved prior to the finalist interviews, and we will work with the panel through a ranking process and discussion of the finalists at the end of the day. We will assist the City in coming to consensus on the leading two to three finalists for further consideration, and we will provide recommendations on next steps, including additional meetings with each finalist to learn more of the “fit” they may bring.

Qualification – Once the final candidate has been selected by the City, a thorough background check will be conducted that is compliant with the Fair Credit Reporting Act and Investigative Consumer Reporting Agencies Act. Peckham & McKenney utilizes the services of Sterling Talent Solutions, the world’s largest company focused entirely on conducting background checks. This investigation will verify professional work experience; degree verification; certifications; and criminal, civil, credit, and motor vehicle records. We encourage our clients to consider further vetting the candidate through a Department of Justice LiveScan in order to ensure that all known criminal history records (beyond seven years) are investigated.

Professional references will also be contacted, and a full report will be provided. In addition to professional references provided by the selected candidate, we will also request permission to speak to an assortment of individuals within the candidate’s organization, including Council members, department heads, and other direct reports. Community representatives will also be contacted. This comprehensive process ensures that only the most thoroughly screened candidate is hired.

In addition, negotiation assistance will be provided as requested by the City. Typically, we recommend utilizing the legal services of your City Attorney, although we will be happy to provide standard employment agreements through the International City/County Manager’s Association as well as the California City Manager’s Association.

Our ultimate goal is to exceed your expectations and successfully place a candidate who “fits” your organization’s and community’s needs now and into the future.

SEARCH SCHEDULE

This sample schedule anticipates a 14-week process. In today's competitive recruiting environment, our goal is to make the process as efficient and effective as possible. We ask that our clients work with us to identify future meeting dates, which will be published within the Candidate Profile. This will ensure that the momentum of the search process is consistent and that all parties are available in order to lead to a successful result.

<u>ACTIVITY</u>	<u>TIME FRAME</u>
I. Project Organization <ul style="list-style-type: none">• Conference call discussion of recruitment process• Formalize project schedule	Pre-Recruitment
II. Development of Candidate Profile <ul style="list-style-type: none">• On-site meeting with City representatives to discuss Candidate Profile• Develop Candidate Profile/Marketing Brochure and obtain approval from City• Develop advertising and recruiting plan	Two Weeks
III. Recruitment <ul style="list-style-type: none">• Advertise, network, and electronically post in appropriate venues• Send Candidate Profile to 300-400 industry professionals• Post opportunity on firm's web site as well as City's site• Search for/identify/recruit individuals within the parameters of the Candidate Profile• Respond to all inquiries and acknowledge all resumes received in a timely manner	Six Weeks
IV. Preliminary Interviews/Recommendation <ul style="list-style-type: none">• Review resumes and supplemental questionnaires• Conduct preliminary interviews with leading candidates• Conduct Internet research and credit/criminal checks• Present written recommendation of finalists to City• Notify all candidates of search status	Three Weeks
V. Final Interviews/Selection <ul style="list-style-type: none">• Schedule finalist interviews• Design process and facilitate finalist interviews with City• Assist City throughout process and provide recommendations• City selects candidate or leading 2-3 candidates for further consideration• City conducts second interview process.	Two Weeks
VI. Qualification <ul style="list-style-type: none">• Conduct thorough background and reference checks on leading candidate• Negotiation assistance• Exceed expectations and successfully place candidate who "fits."	One Week

PROFESSIONAL FEE & EXPENSES

Fee

Our all-inclusive fee to conduct the search process for your next City Manager is \$27,000. One-third of this fee is due as a retainer upon execution of the agreement. The remainder of the fee will be divided and billed in two separate, monthly invoices.

The all-inclusive fee includes professional fees and expenses. Expenses include costs associated with consultant travel, advertising, telephone/technology, administrative support, the printing/copying/postage/materials use for the marketing brochure, and background checks (partial checks on recommended candidates; full background check on selected candidate). If additional expenses are incurred due to requested additional meetings or full background checks on more than one candidate, these additional expenses will be billed accordingly.

If an additional candidate from this recruitment process is selected for another position within your organization within one year of the close of the recruitment, a fee of 30% of the recruitment fee will be due to Peckham & McKenney.

Insurance

Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is Wells Fargo Insurance, Inc., Charlotte, NC, and our coverage is provided by Sentinel Insurance Company and The Hartford.

CLIENT REFERENCES

Please feel free to contact any of the following current and recent clients to inquire about their experience with Bobbi Peckham. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in the Attachment.

City of Brentwood, CA – City Manager (2015), Administrative Services Director (2015) and Director of Human Resources/Risk Manager (current search)

Bob Taylor, Mayor; or Gus Vina, City Manager
(925) 308-3800; gvina@brentwoodca.gov

City of Calistoga, CA – City Manager (2016)

Chris Canning, Mayor
(707) 815-2105; ccanning@ci.calistoga.ca.us

City of Campbell, CA – City Manager (current search as well as in 2011)

Jason Baker, Mayor
(408) 839-6669; jasonb@cityofcampbell.com

City of Gilroy, CA – City Administrator (2016)

Perry Woodward, Mayor; or LeeAnn McPhillips, Human Resources Director
(408) 846-0205; leeann.mcphillips@cityofgilroy.org

City of Indian Wells, CA – City Manager (2013)

Wade McKinney, City Manager
(760) 346-2489; wmckinney@indianwells.com

City of Palmdale, CA – City Manager (2015)

James Ledford, Mayor; or Jim Purtee, City Manager
(661) 267-5100; jpurtee@cityofpalmdale.org

City of Palos Verdes Estates, CA – City Manager (2013)

Jim Goodhart, former Mayor; or Tony Dahlerbruch, City Manager
(310) 378-0383; jgoodhart@pvestates.org

Town of Portola Valley, CA – Town Manager (2016)

Ann Wengert, Council Member
(650) 851-1701; annwengert@portolavalley.net

City of San Clemente, CA – City Manager (2014), Assistant City Manager (2013), Community Development Director (2015), and Human Resources Manager (2016)

Erik Sund, Assistant City Manager
(949) 300-2015; sunde@san-clemente.org

City of Tracy, CA – City Manager (2014) and Assistant City Manager (2015)

Brent Ives, former Mayor, (209) 740-6779;
Troy Brown, City Manager, (925) 321-5531; Troy.brown@ci.tracy.ca.us

PLACEMENT GUARANTEE AND ETHICS

Our placement record is particularly strong in that 85% of the candidates we have placed since 2009 continue in those positions today. In the unlikely event, however, that a candidate recruited and recommended by our firm leaves your employment ***for any reason within the first year*** (except in the event of budgetary cutbacks, promotion, position elimination, or illness/death), we agree to provide a one-time replacement at no additional charge, except expenses.

Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Conversely, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted, even to the extent of informing them as to who was eventually selected.
- As recruitment professionals, we do not recruit our placements -- *ever*. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor (Council member or Manager) to alert them of their intent.
- We do not recruit staff from our client agencies for another recruitment during an active engagement. Nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- We do not misrepresent our client list. Only those searches that we personally conducted appear on our list.
- We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we *always* represent and speak of our client in a positive manner; during the recruitment engagement as well as years after.

EXECUTIVE SEARCHES CONDUCTED (2004 to PRESENT*)

(* 100's of additional searches were conducted from 1987-2004)

City/County Manager, Executive Director, and Related

Alameda County Waste Management Authority, CA	Executive Director
American Canyon, City of	City Manager
Anderson, City of	City Manager
Antioch, City of	City Manager
Arroyo Grande, City of	City Manager
Ashland, OR, City of	City Administrator
Auburn, City of	City Manager
Bell, City of	City Manager
Belmont, City of	City Manager
Belvedere, City of	City Manager
Benicia, City of	City Manager
Big Bear Lake, City of	City Manager
Brentwood, City of	City Manager
Brookings Economic Development Agency, SD	Executive Director
Buellton, City of	City Manager
Burbank, City of	City Manager
Burlingame, City of	City Manager
Calistoga, City of	City Manager
Campbell, City of	City Manager (2011 and current)
Carmel-by-the-Sea, City of	City Administrator
Cordillera Metropolitan District, CO	General Manager
Corvallis, OR, City of	City Manager
Cupertino, City of	City Manager
Del Mar, City of	City Manager
Douglas County, NV	County Manager
Durango, CO, City of	City Manager
Eagle County, CO	County Manager
El Dorado Hills Community Services District, CA	General Manager
Encinitas, City of	City Manager
Eureka, City of	City Manager
Exeter, City of	City Administrator
Foothills Park & Rec. District, CO	Executive Director
Fort Lupton, CO, City of	City Administrator
Galt, City of	City Manager
Garfield County, CO	County Manager
Gilroy, City of	City Administrator (2007 & 2016)
Glendora, City of	City Manager
Grand Junction, CO, City of	City Manager
Greeley, CO, City of	City Manager
Hayward, City of	City Manager
Hughson, City of	City Manager
Indian Wells, City of	City Manager
Incline Village General Improvement District, NV	General Manager
Ketchum, City of, ID	City Administrator
La Plata County, CO	County Manager
La Quinta, CA	City Manager
La Palma, CA	City Manager
Lone Tree, CO, City of	City Manager
Manitou Springs Chamber of Commerce, CO	Chief Operating Officer
Martinez, City of	City Manager
Midpeninsula Regional Open Space District, Los Altos, CA	General Manager

Mill Valley, City of	City Manager
Milpitas, City of	City Manager
Moraga, Town of	Town Manager
Mountain House Community Svcs. District, CA	General Manager
Mountain Village, CO, Town of	Town Manager
North Lake Tahoe Public Utility District, CA	General Manager (2004 & 2007)
Novato, City of	City Manager
Palmdale, City of	City Manager (2011 & 2015)
Palos Verdes Estates, City of	City Manager (2007 & 2013)
Park City Municipal Corporation, UT	City Manager
Piedmont, City of	City Administrator
Pleasant Hill, City of	City Manager
Point Arena, City of	City Manager
Portola Valley, Town of	Town Manager
Public Agency Risk Sharing Authority of CA	General Manager/CEO (2004 & 2016)
Rancho Murieta Community Services District, CA	General Manager
Redlands, City of	City Manager
Redwood City, City of	City Manager
Rohnert Park, City of	City Manager
San Clemente, City of	City Manager
San Mateo, County of	County Manager
Santa Clara, City of	City Manager
Santa Clara County Open Space Authority, San Jose, CA	General Manager
Sea Ranch Association, CA	Community Manager
Sedona, AZ, City of	City Manager (2008 & 2014)
Snowmass Village, CO, Town of	Town Manager (2006 & 2013)
Solana Beach, City of	City Manager
Sonoma, City of	City Manager
South Suburban Parks & Recreation District, CO	Executive Director
St. Helena, City of	City Manager
Steamboat Springs, CO, City of	City Manager (2005 & 2008)
Teton County, WY	County Administrator
Tracy, City of	City Manager (2007 & 2014)
Tulare, City of	City Manager (2005 & 2011)
Waterford, City of	City Administrator
West Sacramento, City of	City Manager
Windsor, CO, Town of	Town Manager
Winter Park, CO, Town of	Town Manager
Woodside, Town of	Town Manager
Yakima Regional Clean Air Authority, WA	Executive Director/Air Pollution Cont'l Officer
Yolo, County of	County Administrator

Assistant City/County Manager and Deputy Manager

Arvada, CO, City of	Deputy City Manager
Atherton, City of	Assistant City Manager
Carlsbad, City of	Assistant City Manager
Contra Costa County, CA	Chief Assistant County Administrator (2 Positions)
Daly City, City of	Assistant City Manager
Douglas County, CO	Deputy County Manager
Douglas County, NV	Assistant County Manager
Escondido, City of	Assistant City Manager
Foster City, City of	Assistant City Manager
Fremont, City of	Assistant City Manager
Gilroy, City of	Assistant City Administrator
Hayward, City of	Assistant City Manager (2006 & 2010)
Midpeninsula Regional Open Space District, Los Altos, CA	Assistant General Manager (2 Positions)

Oceanside, City of
Pacifica, City of
Palo Alto, City of
Porterville, City of
San Clemente, City of
San Pablo, City of
San Rafael, City of
South Lake Tahoe, City of
Tracy, City of

Assistant City Manager, Development Services
Assistant City Manager
Assistant City Manager
Deputy City Manager
Assistant City Manager
Assistant City Manager
Assistant City Manager (2006 & 2015)
Assistant City Manager
Assistant City Manager (2007 & 2015)

City Attorney/Legal Counsel

Antioch, City of
Archuleta County, CO
Ashland, OR, City of
Brisbane, City of
Burlingame, City of
Eureka, City of
Garfield County, CO
Hayward, City of
Mesa County, CO
Midpeninsula Regional Open Space District, Los Altos, CA
Milpitas, City of
Mountain Village, CO, Town of
Pleasanton, City of
Redwood City, City of
Richmond, City of
San Bruno, City of
San Pablo, City of
Simi Valley, City of
South Lake Tahoe, City of
Yolo County, CA

City Attorney (2005 & 2015)
County Attorney
City Attorney
City Attorney (contract services)
City Attorney (2008 & 2012)
City Attorney
County Attorney
City Attorney
County Attorney
General Counsel
Assistant City Attorney
Town Attorney
City Attorney
County Counsel

Community Development/Planning/Economic Development

Alameda, City of
Alhambra, City of
Ashland, OR, City of
Bell, City of
Beverly Hills, City of
Burbank, City of
Concord, City of
Dana Point, City of
Delano, City of
Elk Grove, City of
Fremont, City of
Fremont, City of
Hayward, City of
Hayward, City of
Jefferson County, CO
Laguna Niguel, City of
Livermore, City of
Long Beach, City of
Long Beach, City of
Martinez, City of
Milpitas, City of
Mountain Village, CO, Town of

Economic Development Manager
Director of Development Services
Community Development Director
Community Development Director
Community Development Director
Community Development Director
Principal Planner
Community Development Director
Economic Development Manager
Economic Development Director
Deputy Director of Community Development
Deputy Redevelopment Agency Director, Housing
Community Development Director
Economic Development Manager
Planning & Development Director
Director of Community Development
Economic Development Director
Deputy Director, Development Services
Planning Bureau Manager, Development Services
Community Development Director
Director of Planning & Neighborhood Services
Director of Community Development & Housing

North Tahoe Public Utility District, CA
Novato, City of
Pacifica, City of
Pacific Grove, City of
Palo Alto, City of
Pittsburg, City of
Placer County, Auburn, CA
Rancho Santa Margarita, City of
Reno, NV, City of
San Bruno, City of
San Clemente, City of
San Clemente, City of
San Mateo, City of
San Pablo, City of
San Rafael, City of
County of Santa Clara, San Jose, CA
Santa Rosa, City of
Seaside, City of
Seaside, City of
South Lake Tahoe, City of
St. Helena, City of
Stockton, City of
Teton County, CO
Vail, CO, Town of
Walnut Creek, City of
Walnut Creek, City of
Windsor, City of
Winters, City of
Yuba City, City of

Planning & Engineering Manager
Community Development Director
Planning Director
Community/Economic Development Director
Development Services Director
Community Development Director/City Engineer
Community Development Resources Director
Development Services Director
Redevelopment Administrator
Community Development Director
Community Development Director
Economic Development & Housing Director
Economic Development Manager
Assistant to the City Manager, Economic Development
Community Development Director
Director, Planning & Development
Planning & Economic Development Director
Planning Services Manager
Redevelopment Services Manager
Development Services Director
Planning & Community Improvement Director
Community Development Director
Planning & Development Director
Director of Community Development
Economic Development Manager
Planning Manager
Community Development Director
Community Development Director
Development Services Director

Public Works/Engineering and Related

Ashland, OR, City of
Aurora Water, CO
Benicia, City of
Benicia, City of
Big Bear Lake, City of
Carlsbad, City of
Concord, City of
Fremont, City of
Galt, City of
Gilroy, City of
Greeley, CO, City of
Greeley, CO, City of
Greenfield, City of
Hayward, City of
Jefferson County, Golden, CO
Louisville, CO, City of
Mariposa County, CA
Milpitas, City of
Pacifica, City of
Pacifica, City of
Port San Luis Harbor District, CA
Sacramento County, CA
San Jose, City of
San Leandro, City of
San Pablo, City of

Public Works Director
Director of Water
Land Use & Engineering Manager
Public Works Director
Assistant General Manager, Dept. of Water & Power
Deputy Public Works Director
Infrastructure Maintenance Manager
Manager of Maintenance Operations
Public Works Director
Building Field Services Manager
Public Works Director
Water & Sewer Director
Public Works Director
Director of Public Works
Airport Manager
Public Works Director
Public Works Director
Public Works Director/City Engineer
Deputy Director, Public Works
Deputy Director, Wastewater Treatment
Facilities Manager
Associate Civil Engineer
General Services Director
Engineering & Transportation Director
City Engineer

San Rafael, City of
Santa Clara, City of
South Lake Tahoe, City of
Steamboat Springs, CO, City of

Public Works Director
Assistant Director of Water/Sewer Utilities
Public Works Director
Public Works Director

Finance Director/Controller/Treasurer

Alhambra, City of
American Canyon, City of
Arvada, CO, City of
Atherton, City of
Aurora, CO, City of
Azusa, City of
Bell, City of
Brentwood, City of
Daly City, City of
Durango, CO, City of
Encinitas, City of
Fairfield, City of
Fairfield, City of
Greeley, City of, CO
Hayward, City of
La Quinta, City of
Marin County, CA
Milpitas, City of
Modesto, City of
Oceanside, City of
Orange County Fire Authority, CA
Orange County Fire Authority, CA
Pacific Grove, City of
Pasadena, City of
Pittsburg, City of
Rancho Cordova, City of
Reno, NV, City of
San Mateo, City of
San Mateo, City of
Santa Clara, City of
Santa Clarita, City of
Seaside, City of
Silverthorne, CO, City of
Sonoma, City of
South Lake Tahoe, City of
Steamboat Springs, CO, City of
Superior Court of Calif./Co. of San Mateo
Winter Park, CO, City of

Finance Director
Administrative Services Director
Director of Finance
Finance Director
Finance Director
Director of Finance
Finance Director
City Treasurer/Administrative Services Director
Director of Finance
Finance Director
Finance Director
Director of Finance
Assistant Director of Finance
Finance Director
Finance Director
Finance Director
Assistant Director of Finance
Finance Director
Director of Finance
Director of Finance
Assistant Chief, Business Services
Treasurer
Finance Director
Accounting Manager
Finance Director
Assistant Finance Director
Finance Director
Finance Director
Deputy Director of Finance
Accounting Division Manager
Finance Manager
Financial Services Manager
Director of Finance/Administrative Services
Finance Director
Administrative Services Director
Finance Director
Finance Director
Finance Director

Public Safety/Law Enforcement

Alhambra, City of
Alhambra, City of
Antioch, City of
Atherton, Town of
Bell, City of
Beverly Hills, City of
Contra Costa County, Martinez, CA
Eureka, City of
Galt, City of

Chief of Police
Fire Chief
Police Chief
Police Chief
Police Chief
Police Chief
Police Chief
Chief Probation Officer
Police Chief
Police Chief

Gilroy, City of
Hayward, City of
Lone Tree, CO, City of
Lone Tree, CO, City of
Los Altos, City of
Menlo Park, City of
Milpitas, City of
Oceanside, City of
Porterville, City of
San Pablo, City of
San Pablo, City of
San Rafael, City of
Santa Monica, City of
Silverthorne, CO, City of
Sonoma Valley Fire & Rescue District, CA
Springfield, City of, OR
Vail, CO, Town of

Fire Chief
Fire Chief
Patrol Operations Commander
Police Chief
Police Captain
Police Chief
Police Chief
Fire Chief
Chief of Police
Police Chief
Police Commander
Chief of Police
Police Chief
Police Chief
Fire Chief
Police Chief
Fire Chief

Human Resources/Personnel

Anaheim, City of
Belmont, City of
Benicia, City of
Brookings, SD, City of
Concord, City of
Eagle County, CO
Encinitas, City of
Folsom, City of
Hayward, City of
Jefferson County, CO
Lakewood, CO
Mariposa County, CA
Midpeninsula Regional Open Space District, Los Altos, CA
Oceanside, City of
Pacific Grove, City of
Palo Alto, City of
Porterville, City of
Rancho Cucamonga, City of
Rancho Santa Margarita, City of
Redwood City, City of
San Bruno, City of
San Clemente, City of
San Rafael, City of
Seaside, City of
South Lake Tahoe, City of

Human Resources Director
Human Resources Director
Human Resources Manager
Director of Human Resources
Human Resources Director
Director of Human Resources
Human Resources Manager
Human Resources Director
Human Resources Director
Human Resources Director
Employee Relations Director
Human Resources Director/Risk Manager
Manager of Administration/Human Resources
Human Resources Director
Human Resources Manager
Chief People Officer
Administrative Services Manager
Director of Human Resources
Human Resources/Risk Management Administrator
Human Resources Director
Human Resources Director
Human Resources Manager
Human Resources Director
Personnel Services Manager
Human Resources Manager

Parks & Recreation

Anaheim, City of
Bell, City of
Lafayette, City of
Oxnard, City of
Pacifica, City of
Palo Alto, City of
Piedmont, City of
Pleasanton, City of
Roseville, City of

Director of Community Services
Community Services Director
Director of Parks & Recreation
Cultural & Community Services Director
Director of Parks, Beaches & Recreation
Community Services Director
Recreation Director
Director of Parks & Community Services
Parks, Recreation & Libraries Director

San Clemente, City of
Tracy, City of

Director of Beaches, Parks & Recreation
Parks & Community Services Director

City/County Clerk

Hayward, City of
Long Beach, City of
Midpeninsula Regional Open Space District, Los Altos, CA
Midpeninsula Regional Open Space District, Los Altos, CA
Mountain View, City of
Palo Alto, City of
Rancho Santa Margarita, City of
San Mateo, City of
Walnut Creek, City of

City Clerk
City Clerk
Clerk of the Board
Public Affairs Manager
City Clerk
City Clerk
City Clerk
City Clerk
City Clerk

Library Director

Boulder, CO, City of
Hayward, City of
Huntington Beach, City of
Palo Alto, City of

Library Director
Library Director
Library Director
Library Director

Information Technology

Fremont, City of
Jefferson County, Golden, CO
Superior Court of California, County of San Mateo
Superior Court of California, County of San Mateo

Information Services Technology Director
Information Technology Director
Information Technology Director
Court Information Technology Manager

Human Services

Douglas County, CO
Eagle County, CO
Mariposa County, CA
Washington County, OR

Human Services Director
Director of Human Services
Public Health Officer
Director of Health & Human Services



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Joe Ortiz, Police Captain 

REVIEWED BY: Larry Giannone, Director of Public Safety 

DATE: September 27, 2016

SUBJECT: **CITIZENS OPTION FOR PUBLIC SAFETY (COPS) GRANT
FUNDING FY 2016-2017**

SUMMARY

Each year as part of the State budget process funding is proposed to support local law enforcement. Although the funding is allocated on a “year-to-year” basis, it has been authorized annually since 1996. The funds, designated as “Citizens Option for Public Safety, Supplemental Law Enforcement Service Funds” (COPS/SLESF) have certain restrictions on their use, which include the fact that they must be used to support “front-line” police operations, require a public hearing as to proposed use, and that they must not supplant funds that would normally be used for police operations. These funds do not require any matching contribution from the City.

For fiscal year 2016-2017 the Sierra Madre Police Department received funds from the State in the amount of \$100,000. Staff recommends that the City Council accept the grant funds from the COPS/SLESF grant program and authorize appropriations and expenditures as proposed in this report.

ANALYSIS

The City of Sierra Madre has been allocated \$100,000 from the State COPS/SLESF funding program to support front-line police operations. The funds were authorized by the State of California during the 2016-2017 budget sessions. As noted above, the funds must be used to support front-line police services and must supplement, not supplant existing police funding.

Nearly seventy-five percent of our funding from this grant, will fund our current Community Service Officer (CSO) program. Our CSO's perform a variety of non-hazardous duties in support of sworn personnel, including report preparation, investigation and public education. We currently have three CSO's working in the unit. One officer is dedicated to community outreach and social media and the other two are assigned to uniformed positions in Patrol, Crime Prevention, Evidence, Administration, Investigation, Parking Enforcement or other duties within the Police Department. Additionally the CSO Program will continue to provide focus on crime prevention and parking enforcement as well as taking some of the non-law enforcement duties away from the police officers, allowing them more time to focus on high visibility patrols and enforcement.

Community Service Officer. The funds received this year will go towards the salaries associated with the Community Service Officer Program.

Cost: \$74,000

Helicopter Services. The funds will go towards the payment to Foothill Air Support for annual Police Helicopter Services in the community.

Cost: \$14,000

ICIS Radio System The funds will go towards the payment to ICIS for the annual subscriber cost to be on the radio system.

Cost: \$12,000

Total Expenditures: \$100,000

FINANCIAL REVIEW

The State provided supplemental funding for FY 2016-2017 in the amount of \$100,000. and City expenditures of COPS funds totaled \$100,000. To ensure compliance with all expenditure guidelines, the City maintains the COPS grant money in a separate account (COPS fund 35005) wherein it is assured that the funds are not transferred, nor co-mingled with any other funds in City accounts. There is no matching fund requirement for this grant.

PUBLIC NOTICE PROCESS

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

ALTERNATIVES

1. Accept the grant funds from the COPS/SLESF program and approve the appropriations expenditures detailed in this report.
2. Request additional information from staff.
3. Decline the grant and return the funds to the State of California.

STAFF RECOMMENDATION

Staff recommends that the City Council accept the grant funds, and authorize and the appropriations and expenditures detailed in this report.



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

DATE: September 27, 2016

SUBJECT: Consideration of Appointment to the San Gabriel Valley Mosquito and Vector Control district Board of Trustees

SUMMARY

Since 2004, Dr. Janice Nelson has served as the City's Trustee to the San Gabriel Valley Mosquito and Vector Control District. Dr. Nelson has notified the City that she will not be seeking reappointment after her term ends in December 2016. It would be appropriate for the City Council to provide staff with direction regarding the appointment of a new Trustee.

ANALYSIS

The San Gabriel Valley Mosquito & Vector Control District (the District) is an independent special district that serves residents from 23 cities and portions of unincorporated Los Angeles County. The District is a public health agency that provides vector control for residents of cities that are members of the District. Sierra Madre is a District member city.

The District has a policy board (a Board of Trustees) composed of twenty-four Trustees. One Trustee is appointed by each member city and one is appointed by the County of Los Angeles. The Board meets at District Headquarters, located at 1145 N. Azusa Canyon Road in West Covina. The Trustees meet on the second Friday of each month at 7:00 am, at the District Headquarters and Trustees receive a stipend of \$100 per month. Additional information about the District is provided at the end of this staff report.

Sierra Madre's Trustee, Dr. Janice Nelson has notified the City that she will not be seeking reappointment when her term ends in December 2016. The purpose of this staff report is to seek the City Council's direction regarding the appointment of a new Trustee.

The City Council has a number of alternatives.

1. The Council could use a process similar to the current Commissioner selection process. Staff would solicit applications, and the applications can be posted to the City's website, with the Council selecting a Trustee at a future City Council meeting.
2. The Council could select a Trustee from among themselves. The Trustee roster is attached and it is not unusual for a Council member to serve as a Trustee.
3. The Council could independently contact interested individuals, and return to a future meeting with a nomination. Each nomination could be voted upon, until a majority of the City Council votes for a particular nominee.
4. Any other process the City Council may desire.

FINANCIAL REVIEW

There is no financial impact associated with the appointment of a Trustee, other than staff time to prepare this staff report. There will be additional staff time incurred, depending upon the selection process the City Council decides to implement.

PUBLIC NOTICE PROCESS

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

ALTERNATIVES

The City Council may consider one of the following:

1. Direct staff to solicit applications for the Trustee appointment; it would be helpful for the Council to specify the number of applications necessary in order to proceed with the appointment process. Upon conclusion of the appointment process, the Council would adopt a resolution to formalize the appointment.
2. Direct staff to notify the District of the appointment of a City Council Member. Staff would return with a resolution, appointing a Council Member.
3. Direct staff to place this item on a future agenda for the Council to conduct a nomination process. The appointment would be formalized by the adoption of a resolution.
4. Any other process the Council desires.

STAFF RECOMMENDATION

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

Attachments: Information from the San Gabriel Valley Mosquito & Vector Control District

 Call Us: 626.814.9466

 [Contact Us](#)

Follow Us:



San Gabriel Valley Mosquito & Vector Control District

Protecting the Public from Vector-Borne Disease since 1989

[Home](#) [About Us](#) [News & Events](#) [Our Services](#) [Education](#) [FAQs](#) [Transparency](#) [Contact](#)

Welcome



Thank you for visiting our web site. Since 1989, the San Gabriel Valley Mosquito & Vector Control District has been a public health agency that is committed to managing populations of mosquitoes and other **vectors** so they are not nuisances, do not cause outbreaks of human disease, and do not interrupt the quality of life of our residents. We are an independent **special district** which proudly serves the residents from 23 cities and the unincorporated portions of Los Angeles County in our District.

This website contains important and useful information about mosquitoes and other vectors, **vector-borne diseases** such as **West Nile virus**, how the District protects public health, and what you can do to protect yourself and your family. Please use this site to request service, get current information about vectors and the diseases they transmit in our community, or book an educational presentation. We hope this website will be a resource for our residents, local officials, business owners, community organizations, and members of the media.

Our staff works hard to protect your health. Please contact us if you would like additional information about our services or wish to speak to us about issues related to vectors. Our phone number is 626.814.9466 and we are one of the few agencies left where you can reach a live voice. You can also email us at district@sgvmosquito.org.

Vectors affect everyone. We hope this website provides some tools you can use to help us make the San Gabriel Valley an even better place to live.

Sincerely,
Kenn Fujioka
 District Manager

ABOUT US

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[Mission](#)
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[District Staff](#)
[District Map](#)
[Job Opportunities](#)
[Links](#)
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District Alert!

Due to the recent drought many pools and ponds have dried up. Any standing water at the bottom make perfect habitats for mosquitoes.

[Click here](#) for maintenance tips for you water features

[Click here](#) for information on our functional pool policy

GLOSSARY OF TERMS

[Abdomen](#)
[Adult](#)
[Adukticides](#)
[Aedes](#)
[Africanized honey bee](#)

[View All Glossary Terms](#)

QUICK LINKS

[Resident Satisfaction Survey](#)
[Education Satisfaction Survey](#)
[Are you in our District?](#)

IMPORTANT LINKS

[Mosquito & Vector Control Assoc. of California](#)
[California Department of Health Services](#)
[CDC informational site for West Nile Virus](#)

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Call Us: 626.814.9466

Contact Us

Follow Us:



San Gabriel Valley Mosquito & Vector Control District

Protecting the Public from Vector-Borne Disease since 1989

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Our Mission



Our mission is to support public health through the suppression of **vector** populations to reduce outbreaks of human diseases and public nuisances and increase the quality of life for the residents of the District.

To accomplish our mission we will employ **integrated vector management** techniques which include public education and outreach, surveillance, **biological control**, **physical control** and/or habitat modification, **chemical control**, research, partnering with other agencies and legal action where necessary and as governed by federal and state law.

The [California Health and Safety Code Section 2002](#) defines a vector as any animal capable of transmitting the causative agent of human disease or capable of producing discomfort or injury.

Video - [What is a Vector?](#)

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District Alert!

Due to the recent drought many ponds and water features have dried up. Any standing water at the bottom of these features are perfect habitats for mosquitoes.

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San Gabriel Valley Mosquito & Vector Control District. 1145 N. Azusa Canyon Road - West Covina, CA 91790
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Our Purpose



We are a public health agency that is committed to providing ongoing vector control for residents of cities that are members of our District. We incorporate an **integrated vector management (IVM)** program comprised of several key elements to protect public health:

Disease Surveillance – Our staff conducts surveillance using a variety of field and laboratory techniques to monitor **vector-borne diseases** and populations of vectors such as mosquitoes, black flies, and midges. Our Disease Surveillance department Vector Ecologists test for the presence of **arboviruses** such as **West Nile virus (WNV)**, **St. Louis encephalitis (SLE)**, and **Western equine encephalitis (WEE)**.



Source Reduction – Our Operations department is the driving force behind managing **vectors**. All vectors require specific conditions to reproduce and **proliferate**. The most effective way to manage populations of vectors is to disrupt their life cycle by removing or altering elements in the environment which they require to survive. For example, mosquitoes require standing water to complete their life cycle. By removing sources of standing water, mosquito populations may be reduced or eliminated. Vector Control Specialists inspect properties and public spaces for sources of water that may support vectors. These sources, whenever possible are removed.

Control - When conditions that support vectors cannot be removed or altered sufficiently it may be necessary to use **biological** and/or **chemical control**. Biological control involves using natural predators to manage the population of vectors. Mosquito fish are a well-established natural predator of mosquito larvae that our District uses in places such as fish ponds, ornamental ponds, and water troughs. Chemical control involves the use of target specific pesticides to reduce vector populations and are used against vectors as a last resort. The District nearly always uses pesticides that target the immature stages of vectors. These **larvicides** are highly selective, environmentally benign and have little to no effect on **non-target organisms**. Occasionally, it may be necessary to use adulticides (pesticide that targets the adult stage) if adult vectors are present that are infected with a pathogen which is a threat to public health. For more information of the pesticides we use, [click here](#).

Public Education - Providing our residents with information is the most important aspect of vector control activities. We provide information on vectors, vector-borne disease, safety and prevention, district news, and property owners' rights and responsibilities in a variety of ways. We disseminate information through our website, social media, in person at our office and through our technicians in the field, through formal presentations at schools, community meetings, service groups, senior centers and through printed material available at member city offices and libraries throughout the district and through newspapers, radio and T.V. PSAs can be provided for city websites. Call for details or more information on the following:



- **Literature** - Brochures, informational fact sheets, pamphlets, posters, and booklets outlining important information on disease-transmitting vectors and preventative strategies for District residents. Literature is provided free of charge to residents and businesses within our District.
- **Press Releases** - Press releases are made available to local and regional news papers, radio, and television media sources to inform residents of important events within our District. [Click here](#) to view our press releases.
- **Community Fairs** - Our District attends many community fairs and local insect fairs annually. We display information and provide literature on topics that are relevant to our residents. This provides our District with invaluable opportunities to reach both adults and children.
- **Educational Presentations** - Our Education Specialist provides a variety of presentations for all age groups and regular visits schools, day cares and special interest group meetings. For more information regarding group presentations, [click here](#).

Board of Trustees

An epidemic of **St. Louis encephalitis** in 1984 spurred the creation of this District to protect the residents of the San Gabriel Valley from mosquito-borne diseases. Chapter 5 of the [California Health & Safety Code](#) provides the District's Board of Trustees with the authority to adopt the polices through which we operate.

The District is governed by a twenty-four member Board of Trustees: one Trustee is appointed by each member city and one by the County of Los Angeles. The Board meets at our District headquarters on the second Friday of each month at 7:00am. The public is always invited and encouraged to attend [District Board Meetings](#).

The District's services are funded with a benefit assessment on each parcel in the District. The assessment is based on land use and parcel size and in fiscal year 2016 ranges from \$11.80 to \$20.00 per parcel. The assessment for the majority of parcels is \$11.80.

City	Board Member	Bio	Year Appointed
Alhambra	Stephan Sham	Bio Link	2005
Arcadia	Roger Chandler	Bio Link	2001
Azusa	Joe Rocha	Bio Link	2005
Bradbury	Richard Barakat		1995
Claremont	Corey Calaycay	Bio Link	2012
Covina	Henry M. Morgan		1992
Duarte	Margaret Finlay	Bio Link	1994
El Monte	Andre Quintero	Bio Link	2010
Glendora	Charles Myers		2010
Industry	Jeff Parriott		2004
Irwindale	Manuel R Garcia		2009
La Puente	Dan Holloway	Bio Link	2008
La Verne	Robert Neher	Bio Link	1989
Monrovia	Dan Kirby		2006
Monterey Park	Joseph Leon	Bio Link	2010
Pomona	Elliott Rothman		2004
Rosemead	Bill Alarcon	Bio Link	2012
San Dimas	Jeffery Templeman	Bio Link	1998
San Gabriel	Juli Costanzo	Bio Link	2013
Sierra Madre	Dr. Janice Nelson		2004
Temple City	Cynthia Sternquist		2011
Walnut	Mary Su	Bio Link	2010
West Covina	Mike Spence	Bio Link	2014
County of Los Angeles	Harold Bissner	Bio Link	2012



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

DATE: September 27, 2016

SUBJECT: Consideration of Ordinance 1382, City Manager Residency

SUMMARY

Council Member Capoccia has requested consideration of a revision to the current Municipal Code regarding the City Manager position. The current municipal code has a residency requirement for the City Manager position, which is inconsistent with State law. Government Code section 50083 specifies that the city cannot require its employees to be residents.

GOVERNMENT CODE - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57550]

(Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 1. CITIES AND COUNTIES [50001 - 52203]

(Division 1 added by Stats. 1949, Ch. 81.)

PART 1. POWERS AND DUTIES COMMON TO CITIES AND COUNTIES [50001 - 51298.5]

(Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 1. General [50001 - 50290]

(Chapter 1 added by Stats. 1949, Ch. 81.)

ARTICLE 4. Officers and Employees [50080 - 50089]

(Article 4 added by Stats. 1949, Ch. 81.)

50083.

No local agency or district shall require that its employees be residents of such local agency or district.

(Added by Stats. 1970, Ch. 1418.)

Attached is an Ordinance that would revise the municipal code to remove the residency requirement.

FINANCIAL REVIEW

There is no financial impact associated with the consideration of this item, other than staff time, and the cost of publishing the ordinance.

PUBLIC NOTICE PROCESS

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

ALTERNATIVES

The City Council may consider one of the following:

1. Introduce and give first reading, by title only, waiving further reading of Ordinance 1382, revising the city manager residency requirement. The ordinance would return for second reading at the next Council meeting.
2. The City Council could take no action, and the Municipal Code would remain unchanged regarding the residency requirement. The State Government Code would continue to be enforceable.
3. Any other action the Council desires.

STAFF RECOMMENDATION

It is recommended that the City Council introduce and approve Ordinance 1382, revising the residency requirement for the City Manager position, for first reading, waive further reading by title only, and waive further reading.

Current Municipal Code Section

- Chapter 2.08 - CITY MANAGER
- 2.08.020 - Residence.

Residence in the city at the time of appointment of a city manager shall not be required as a condition of the appointment, but within one hundred eighty days after reporting for work the city manager must become a resident of the city unless the city council approves his/her residence outside the city.

Revised Municipal Code Section

- 2.08.020 - Residence.

Residence in the city at the time of appointment of a city manager shall not be required as a condition of the appointment, nor shall Sierra Madre residency be required as a condition of continued employment of a city manager. ~~but within one hundred eighty days after reporting for work the city manager must become a resident of the city unless the city council approves his/her residence outside the city.~~

ORDINANCE NO. 1382

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE AMENDING CHAPTER 2.08 OF THE SIERRA MADRE MUNICIPAL CODE REGARDING THE RESIDENCY REQUIREMENT OF THE CITY MANAGER

WHEREAS, the City Council wishes to update Chapter 2.08 (“City Manager”) of the Sierra Madre Municipal Code to remove the City Manager residency requirement;

WHEREAS, the Government Code Section 50083 specifies that the City cannot require its employees to be residents.

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

Section 1. *Municipal Code Amendment.* Chapter 2.08.020 (“City Manager”) of Title 2 (“Administration and Personnel”) of the Sierra Madre Municipal Code is hereby amended to read as follows:

2.08.020 Residence

Residence in the city at the time of appointment of a city manager shall not be required as a condition of the appointment, nor shall Sierra Madre residency be required as a condition of continued employment of a city manager

Section 2. *Severability.* If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

Section 3. *Effective Date.* This ordinance shall take effect thirty days after adoption as provided by California Government Code section 36937.

Section 4. *Certification.* The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016.

Gene Goss, Mayor

ATTEST:

Melinda Carrillo, City Clerk

APPROVED AS TO FORM:

Teresa Highsmith, City Attorney

I, MELINDA CARRILLO, CITY CLERK of the City of Sierra Madre, do hereby certify that Ordinance No. 1382 was introduced at the regular meeting of the City Council on _____, 2016, and was thereafter adopted and passed at the regular meeting of the City Council held on _____, 2016, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

I DO FURTHER CERTIFY that within 15 days of the date of its passage, I caused a copy of Ordinance No. 1382 to be published or posted as required by law in a locally adjudicated paper.

Melinda Carrillo, City Clerk