

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

Tuesday, January 9, 2018 - 6:30 pm

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

**and Council Member Denise Delmar
via teleconference from
Courtyard by Marriott
5059 Hopyard Road
Pleasanton, CA 94588**

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

Michael Amerio, City Treasurer



PUBLIC COMMENT

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

PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

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

PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

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

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

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

**PLEDGE OF ALLEGIANCE AND
INVOCATION/INSPIRATION**

Council Member John Capoccia

APPROVAL OF AGENDA

Vote of the Council to proceed with City business.

APPROVAL OF MEETING MINUTES

Approval of City Council minutes from the regular meetings on November 14, and November 28, 2017

MAYOR AND CITY COUNCIL REPORTS

Council Member activities relating to City business.

PUBLIC COMMENT

Regarding items not on the Agenda.

PRESENTATION

Update to the City from Pasadena Education Foundation and Pasadena Unified School District

PRESENTATION

Recognition of retiring Fire Chief Stephen Heydorff

ACTION ITEMS

1. CONSENT

a) **ADOPTION OF RESOLUTION 18-01 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS**

Recommendation that the City Council approve Resolution 18-01 for approval of payment of City Warrants in aggregate amount of \$265,464.69; Library warrants in the aggregate amount of \$4,562.56, and payroll transfer in the aggregate amount of \$641,002.98 for fiscal year ending June 2017.

b) **AMENDED AND RESTATED TRANSPORTATION SERVICES AGREEMENT WITH FIRST TRANSIT, INC.**

Recommendation that the City Council approve the amended and restated agreement with First Transit, Inc. and authorize the Mayor to execute the agreement on behalf of the City. It is also recommended that the City Council authorize and approve the adjustment of the per-trip fare from \$2.00 to \$0.50.

c) **TREASURER'S REPORT – QUARTER ENDING SEPTEMBER 30, 2017**

Recommendation that the City Council receive and file.

PUBLIC HEARINGS

2. **FIRST READING OF ORDINANCE No. 1395 AMENDING TITLE 15 TO ADD CHAPTER 15.62 ESTABLISHING PROCEDURES FOR EXPEDITED PERMITTING OF ELECTRIC VEHICLE CHARGING STATIONS AND CONSIDERATION OF RESOLUTION No. 18-03 ADOPTING A REVISED FEE SCHEDULE FOR PLAN CHECK FEES FOR EXPEDITED PERMITTING OF ELECTRIC VEHICLE CHARGING STATIONS**

Recommendation that the City Council conduct a Public Hearing, introduce and authorize reading by title only of Ordinance No. 1395 amending Title 15 of all the Buildings and Construction Code to add Chapter 15.62 – Electric Vehicle Charging Stations, and to approve Resolution No. 18-03 establish a plan check fee based on the recovery of costs of reviewing plans for expedited permitting of electric vehicle charging stations.

DISCUSSION

3. **CONSIDERATION OF ORDINANCE No. 1398 REAUTHORIZING THE CITY'S PUBLIC, EDUCATIONAL, AND GOVERNMENTAL (PEG) ACCESS SUPPORT FEE**

Recommendation that the City Council introduce and authorize reading by title only of Ordinance No. 1398 reauthorizing fees paid to the City by State video franchise holders for public, educational, and government access purposes.

4. **CONSIDERATION OF URGENCY ORDINANCE 1397U AMENDING THE SIERRA MADRE MUNICIPAL CODE TO INCLUDE RED FLAG FIRE WEATHER DAYS AS "NO PARKING DAYS" IN THE CANYON AREA**

Recommendation that the City Council introduce by title only for first and final reading, and approve Urgency Ordinance 1397U amending the Sierra Madre Municipal Code to include the definition of a *Red Flag Fire Weather Days*.

5. **RESIGNATION OF ELECTED CITY CLERK CARRILLO AND OPTIONS FOR PROVIDING CONTINUATION OF CITY CLERK SERVICES**

Recommendation that the City Council appoint the Assistant City Clerk as the Elections Official for the April 10, 2018 General Municipal Election and as a provider of all necessary duties of the City Clerk, pending election or appointment of an Interim City Clerk.

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, January 23, 2018.

MINUTES

Agenda - Regular Meeting of the Sierra Madre City Council,
Successor Agency and Public Finance Authority
Tuesday, November 28, 2017 – 6:30 p.m.
City Hall Council Chambers, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024

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

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

Absent: None

Also, Present: Melinda Carrillo, City Clerk
Mike Amerio, City Treasurer
Gabe Engeland, City Manager
Teresa Highsmith, City Attorney
Marcie Medina, Assistant City Manager
Vincent Gonzalez, Director of Planning and Community Preservation
Lawren Heinz, Recreation Coordinator
Jose Reynoso, Utility Services Director
Joe Ortiz, Police Chief
James Carlson, Management Analyst
Laura Aguilar, Assistant City Clerk
Clarissa Lowe, Recreation Coordinator

PLEDGE OF ALLEGIANCE AND INVOCATION/INSPIRATION:

Council Member John Harabedian led the Pledge of Allegiance and recited an Advent season reflection.

REPORT FROM CLOSED SESSION:

City Attorney Highsmith reported that the Council met with Counsel in closed session to receive a briefing on a matter of potential litigation. Direction was provided, no action was taken. Council also began the initial performance evaluation of its City Manager and that will be continued.

APPROVAL OF AGENDA:

City Manager Engeland requested Council pull Resolution 17-61 from the agenda as Council had already adopted a resolution addressing this item.

Motion to approve the agenda as amended: Council Member John Harabedian

Seconded: Mayor Pro Tem Denise Delmar

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

Noes: None

The motion passed unanimously

MAYOR AND CITY COUNCIL REPORTS:

- 1) Mayor Pro Tem Denise Delmar had nothing to report.
- 2) Council Member Goss had nothing to report.
- 3) Council Member Capoccia attended Business Walk with Senator Portantino on Saturday around Sierra Madre and visited the local businesses. Council Member Capoccia was appreciative of Senator Portantino's time spent in town and how much support he offers to Sierra Madre.
- 4) Council Member John Harabedian also attended the Business Walk with Senator Portantino and echoed Council Member Capoccia's comments.
- 5) Mayor Rachele Arizmendi reported on the Woman's Club 42nd Annual Prayer Breakfast which provided a wonderful breakfast and a great way to bring in the holiday season. The Mayor also recognized volunteers, City staff, committees and the Chamber of Commerce for the Winter Village. She was honored to ride into the Village with the Sierra Madre Rose Float Princesses alongside Santa.

PRESENTATION OF SIERRA MADRE ROSE FLOAT PRINCESSES

Sierra Madre Rose Float Association presented the 2018 Rose Float Princesses. The Association provided a rendering of the "Chivalry" float to Council and provided an explanation on how princesses are chosen by a board of three, who are from outside the city, with no bias. The Rose Float Princesses are selected from Sierra Madre at 15 to 17 years of age with at least a 3.0 GPA average.

Each of the four princesses (Petra Shair (Pasadena High School), Emily Verdin (Alverno Heights Academy), Emma Allen (Pasadena High School), Amy Stapenhorst (Westridge Academy)) shared information on their personal lives. All outfits for the Princesses presentation to Council were donated by *Attitudes!* dress shop.

Information about the float itself was also provided by the Rose Float Association and any donations are to be made to: Sierra Madre Rose Float Association, PO Box 603, Sierra Madre, CA 91025. Council suggested the Rose Float Association set up a link on their website so residents may donate all year.

Photos of Council and Rose Float Princesses were taken.

PRESENTATION: RECOGNITION OF RETIRING SIERRA MADRE POLICE SERGEANT ENRIQUEZ

Police Chief Joe Ortiz provided a heart-felt goodbye after 25 years of service to Sergeant Ruben Enriquez. Sergeant Enriquez introduced his wife, mother, children and family who attended the Council meeting and expressed his bittersweet feelings about retiring from the Sierra Madre

Police Department. The members of the City Council presented Sergeant Enriquez with a Recognition certificate and expressed their appreciation for his years of service.

PRESENTATION: UPDATE FROM UTILITY SERVICES DIRECTOR REYNOSO REGARDING WATER CONSERVATION AND THE CITY'S WATER QUALITY REPORT

Utility Services Director Jose Reynoso gave a water conservation update and reported on ground water levels, spreading operations, an update on local leaks and showed a conservation video produced by the City of Monrovia. Council noted though the City of Sierra Madre is not pumping as much as water as it used to, there are still many seasons of water needed before consider Sierra Madre "drought free".

PUBLIC COMMENT ON NON-AGENDA ITEMS:

- Chamber of Commerce Vice President Carol Canterbury expressed her gratitude for the City's help and especially Public Works Director Chris Cimino for help with Winter Village. She then announced the Citizen of the Year, Pat & De Alcorn.
- Resident Carol Parker expressed safety concerns for parking and traffic if the library is relocated to the Community Recreation Center
- Resident Barbara Lee Cline supports keeping the library where it is.

Mayor Arizmendi closed public comment.

Mayor Arizmendi asked City Manager Engeland to provide the report on the Consent Calendar.

CONSENT:

City Manager Gabriel Engeland gave the following report under the Consent Calendar.

a) ADOPTION OF RESOLUTION 17-56 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS

b) SECOND READING OF ORDINANCE 1390: MUNICIPAL CODE TEXT AMENDMENT 17-05 AMENDING CHAPTER 8.18 – VACANT RESIDENTIAL PROPERTY REGISTRATION REQUIREMENT

c) APPROVAL OF AMENDMENT TO SOLID WASTE CONTRACT REGARDING ENVIRONMENTAL FEE

d) CONSIDERATION OF RESOLUTION 17-57 MODIFYING PART-TIME HOURLY WAGES AND ADDING TWO NEW FULL-TIME POSITIONS TO THE CITY OF SIERRA MADRE CLASSIFICATION PLAN AND SALARY MATRIX

Mayor Arizmendi brought the matter back to the City Council for any questions to the City Manager on the Consent Calendar.

Council Member Capoccia asked a question about Item 1D; Council Member Capoccia asked City Manager Engeland to explain the position being created: "Customer Service Lead" and the Customer Service Division. City Manager Engeland responded that the plan is to move forward

with the front area as a one-stop shop where 90% of questions, permits, and forms can be completed.

Mayor Arizmendi opened for public comment. No one came forward so the Mayor closed public comment.

Mayor Arizmendi brought the item back to the Council for discussion. Mayor Pro Tem Delmar commented on item 1D that she felt it was a fine idea and thanked City Manager Engeland for coming up with it. Mayor Arizmendi echoed Mayor Pro Tem Delmar's comments.

Council Member John Harabedian moved to approve the items on the Consent Calendar as presented.

The motion was seconded by Council Member John Capoccia

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

Noes: None

The motion to approve the Consent Calendar as presented was passed unanimously.

PUBLIC HEARINGS:

2. CONSIDERATION OF RESOLUTION 17-59: APPROVING THE FISCAL YEAR 2017-2018 FILMING AND VACANT PROPERTY REGISTRATION FEE SCHEDULE

Director of Planning and Community Development Gonzalez and Recreation Coordinator Heinz gave the report.

Director Gonzalez reported that the presentation would be done in two parts; he would do the first part and Recreation Coordinator Heinz would do the second part of the presentation.

Director Gonzalez presented a fee comparison survey and provided a table describing the steps in a cost recovery analysis and fee proposal for vacant property registration. Director Gonzalez completed his presentation and made himself available for questions specific to vacant property registration.

Mayor Arizmendi called for questions from the Council

Mayor Pro Tem Delmar asked Director Gonzalez how he came up with the \$124 billing rate for the cashier. Director Gonzalez responded that that is the billing rate.

Council Member Goss asked why there is variability in fees between the cities. Director Gonzalez surmised that other cities may have more activity.

Mayor Arizmendi called for Recreation Coordinator Heinz to present her report on filming and the associated fees. Recreation Coordinator suggested consolidating fees to reduce fees.

Mr. Russ Fega from *Home Shoot Home* has a company in the San Gabriel Valley that works in film shoots and represents 1100 home owners in filming and offered his perspective on what film production companies and home owners are looking for. Mr. Fega expressed that Sierra Madre's current fees are prohibitive.

Mayor Arizmendi opened the Public Hearing:

- Resident Barbara Lee Cline asked if the fees associated with the Vacant Property Registration cover the property's weed abatement and checking in on home alarms. Also, excited about fee reductions for filming and supports the reduction.

Mayor Arizmendi asked City Manager Engeland if he would provide a response to Ms. Cline's questions.

City Manager Engeland responded that it would include Code Enforcement but weed abatement is a separate process and it would go through that process instead.

Mayor Arizmendi asked for additional public comments. Seeing none, Mayor Arizmendi closed the Public Hearing and brought the matter back to the City Council for discussion.

Discussion ensued. Council collectively agreed that they prefer 75% signers approving filming and no filming during the hours of 11:00 pm to 7:00 am

Council Member Harabedian moved to approve Resolution 17-59 amending the Fee Schedule to include the changes in Vacant Property Registrations and Filming fees.

Council Member Capoccia seconded the motion with the recommendation that the Council's preference is 75% signers approving filming and no filming during the hours of 11:00 pm to 7:00 am. Mayor Pro Tem Delmar agreed.

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

The motion to adopt Resolution 17-59 passed unanimously by voice vote.

ITEMS FOR DISCUSSION:

3. COMMUNITY SURVEY ON SIERRA MADRE PUBLIC LIBRARY
City Manager Engeland and Recreation Coordinator Lowe gave the report.

City staff met with the Library Board of Trustees to finalize the areas that they wanted to get feedback on. City staff took those questions to National Research Center (NRC) to assist in crafting a survey for the community that was appropriate, non-leading, unbiased on the Sierra Madre Public Library. The City is recommending the survey be mailed to the community in January.

Council discussion ensued.

Council gave staff direction to strike questions 9 and 10 from the draft survey data pertaining to race and ethnicity. The Council also requested NRC add the address of the Community Recreation Center so residents know which building would be renovated, to add Community Services to the questions and find out about the underlining in the questions from National Research Center and see if this is showing bias.

Mayor Arizmendi opened for public comment.

- Resident Leslie Hinton, 516 Acacia. Understands there will only be one survey per family. She has an issue with differing opinions within the family. Ms. Hinton asked if the survey would be available on-line.

City Manager asked Recreation Coordinator Lowe to respond to Ms. Hinton.

Recreation Coordinator Lowe answered that the survey received in the mail will have an access code and that access code is required to complete the survey on-line. There will not be an open link on-line, an access code is necessary.

- Resident Deb Sheridan, Valle Vista Drive. Ms. Sheridan's employer is the Survey Research Center of the University of Michigan. Ms. Sheridan mentioned the last census was 8 years ago and suggested adding a question to the survey asking if the resident lived in Sierra Madre 8 years ago. Ms. Sheridan thanked the City for sending the survey to all the residents instead of only a few.
- Resident Barbara Lee Cline expressed her opinion on children books for children of different diversity.
- Mary Crawford felt the cover letter was over simplified, in the survey there were underlined options and she felt that then makes them biased and she had general survey issues. She also expressed that this is not a Library problem, it is a budget problem. We have to figure out how to manage the differed maintenance of the library.
- Resident Meredith Keith, 28 N Highland. No one is mentioning the worst case scenarios, anyone coming to ask questions about ADA Compliance. Ms. Keith is concerned that most people do not understand how bad the safety issues are. She also thanked the City Manager for talking to her and other commissioners for Library and Community Services. Ms. Keith felt it was important to make sure all commissions were in the loop.

Mayor Arizmendi closed public comment and opened for Council discussion

Mayor Arizmendi asked City Manager Engeland what the time line is for getting things done to get the survey out in January.

City Manager Engeland responded that City staff will go back to NRC with feedback from this evening's meeting. This should be sufficient for NRC to move forward with the survey. Staff is seeking direction from the Council; there is no vote required.

Council Member Capoccia asked City Manager Engeland to summarize the direction that Council provided. City Manager Engeland responded that what he has is to go back to NRC to determine if the underlying issue is misleading or indicates bias, add Sierra Vista Park in parenthesis as a description, use the address if there is enough room, add the comment about community services and to eliminate questions 9 and 10.

4. RESOLUTION 17-62: A RESOLUTION CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 10, 2018 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISION OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND FOR THE SUBMISSION OF A PROPOSED ORDINANCE REPEALING THE UTILITY USERS' TAX IN ITS ENTIRETY

RESOLUTION 17-63: A RESOLUTION ADOPTING REGULATIONS FOR CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, APRIL 10, 2018

RESOLUTION 17-64: A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY OF SIERRA MADRE RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 10, 2018

RESOLUTION 17-65: A RESOLUTION PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURES SUBMITTED AT MUNICIPAL ELECTIONS

RESOLUTION 17-66: A RESOLUTION AUTHORIZING CERTAIN COUNCIL MEMBERS TO SUBMIT ARGUMENTS REGARDING A MEASURE TO REPEAL THE EXISTING UTILITY USERS' TAX ORDINANCE WHICH WILL BE ON THE BALLOT FOR THE APRIL 10, 2018 MUNICIPAL ELECTION AND DIRECTING AN IMPARTIAL ANALYSIS OF THE MEASURE BY THE CITY ATTORNEY

Assistant City Clerk Aguilar presented the report.

The next Municipal Election is scheduled for April 10, 2018. It is necessary for the Council to approve those Resolutions for the election. There are five resolutions presented to the Council this evening. It is recommended that the City Council approve Resolutions 17-62, 17-63, 17-64, 17-65, and 17-66, respectively.

The Mayor opened up the discussion with the Council pertaining to Resolution 17-62. Council Member Capoccia asked if the work could be done in-house. City Manager Engeland responded that City staff is capable of managing the election but could not place a specific cost at this time.

Council Member Harabedian asked what City staff and the City Clerk would be doing that the City's Election Consultant, Martin & Chapman wouldn't be doing. City Manager Engeland answered that some of the tasks City staff would be doing is coordinating with the County and Martin & Chapman, and setting up and opening the polls on the day of the election, monitoring the polling sites to ensure that we are legally compliant, making sure we hit deadlines for items Council has to approve.

Mayor Arizmendi asked if the City still intends to have volunteers man the polls on Election Day. The City Manager responded that at this time the City has not yet reached out to any volunteers. Volunteers are paid stipends and those stipends are included in the approved budget. If Council would like to have staff handle that then staff can return at a later date with a report detailing that information.

Mayor Pro Tem Denise Delmar asked if any work has been done pertaining to the election that staff or the elected City Clerk have done. City Manager Engeland responded that there has been some work that Assistant City Clerk has done with Martin & Chapman and the Los Angeles County.

Council Member Capoccia – asked if in other cities with elected City Clerks such as Arcadia, Monrovia and South Pasadena, does the elected City Clerk run the election or is it handled internally by the Deputy City Clerk. The City Attorney responded that she knew South Pasadena is done internally by city staff.

Mayor Arizmendi asked the Council if they had any other questions before she opened it up for public comment.

Pro Tem Mayor Delmar asked if each Council Member needed to submit their own argument. Council Member Capoccia and Council Member Harabedian both answered that separate arguments do not need to be submitted. Instead it will be one argument and all Council Members will sign. City Attorney agreed this was correct, just all signatures were needed.

Council Member Harabedian asked if it was possible to add some sort of advisory question to the ballot in the event the ballot measure is approved by the voters. The measure would ask what the residents want the Council to cut. The City Attorney responded that it is possible. It is an advisory measure limited to 75 words. The Council will need to give the City Manager direction this evening if that's what they want to do.

Mayor Arizmendi asked if there were any other questions from the Council. Seeing none she opened the matter for public discussion.

Resident Deb Sheridan, Valle Vista Drive, commented that she previously served as Deputy City Clerk for Sierra Madre and believes the job of City Clerk must stay independent. Ms. Sheridan believes it would be detrimental if it became a staff position.

Barbara Lee Cline asked the City Attorney to clarify the City Clerk's salary. Ms. Cline believes that because the City Clerk was voted in by the public that the Council cannot decide what the City Clerk's salary should be.

Mayor Arizmendi asked the City Attorney to respond to Ms. Cline. City Attorney Highsmith responded that this elected City Clerk position is not a salaried position. It's similar to the elected Council Members who receive a stipend; it's tantamount to a volunteer position. There is a stipend paid to the elected City Clerk and there is a list of statutory duties for an elected City Clerk to perform. If the City is requiring the City Clerk to do more than is required by the statute then that's when the matter of compensation would be discussed because the City is asking the elected City Clerk to take on additional duties.

Resident Pat Alcorn, Grandview, believes the elected City Clerk and Deputy City Clerk should be independent of City Hall. There are hours and hours of work that go into running an election. She knows first-hand how much work goes in to running an election and does not believe it could be handled in-house.

Mayor Arizmendi asked if any other member of the public would like to come forward for public comment. Seeing no one, Mayor Arizmendi closed public comment and brought the matter back to the Council for discussion.

Mayor Arizmendi made a motion to approve Resolutions 17-63, 17-64, 17-65, and 17-66 directing staff to return to a future meeting with advisory ballot measure language

Council Member Harabedian seconded the motion.

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

Noes: None

The motion to approve Resolutions 17-63, 17-64, 17-65, and 17-66 as presented was passed unanimously.

Council Member Capoccia made a motion to eliminate Section 12 from Resolution 17-62 regarding compensation for the election.

Council Member John Harabedian seconded the motion

Ayes: Mayor Arizmendi, Mayor Pro Tem Denise Delmar, Council Member John Capoccia,
Council Member Gene Goss, and Council Member John Harabedian
Noes: None

The motion to adopt Resolution 17-62 as amended passed unanimously by voice vote.

NEW ITEMS PLACED FOR FUTURE AGENDA

Draft resolution for an Advisory Ballot Measure asking residents to significantly reduce or eliminate library services and public safety services.

CITY COUNCIL MEETING ADJOURNED AT 9:38p.m.

Council Member John Capoccia moved to adjourn the meeting
The motion was seconded by Council Member John Harabedian
Ayes: Mayor Arizmendi, Mayor Pro Tem Denise Delmar, Council Member John Capoccia,
Council Member Gene Goss, and Council Member John Harabedian
Noes: None

Rachelle Arizmendi, Mayor

Minutes taken and typed by City staff.

Approved by:

Laura Aguilar, Assistant City Clerk

MINUTES

Agenda - Regular Meeting of the Sierra Madre City Council,
Successor Agency and Public Finance Authority
Tuesday, November 14, 2017 – 6:30 p.m.
City Hall Council Chambers, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024

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

Present: Mayor Rachelle Arizmendi, Mayor Pro Tem Denise Delmar, Council Member Gene Goss, and Council Member John Capoccia

Absent: Council Member John Harabedian

Also, Present: Gabe Engeland, City Manager
Holly Whatley, Assistant City Attorney
Marcie Medina, Assistant City Manager
Vincent Gonzalez, Director of Planning and Community Preservation
Chris Cimino, Director of Public Works
Jose Reynoso, Utility Services Director
Joe Ortiz, Police Chief
James Carlson, Management Analyst
Miguel Hernandez, HR Manager
Laura Aguilar, Assistant City Clerk
Mike Amerio, City Treasurer
Melinda Carrillo, City Clerk

PLEDGE OF ALLEGIANCE AND INVOCATION/INSPIRATION:

Council Member Gene Goss led the Pledge of Allegiance and gave an inspiring Thanksgiving prayer.

REPORT FROM CLOSED SESSION:

Assistant City Attorney Holly Whatley stated that there were no reportable actions from Closed Session.

APPROVAL OF AGENDA AS AMENDED MOVING THE PRESENTATION BY DIRECTOR TOM LOVE FROM SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT TO THE NEXT MEETING:

Moved: Mayor Pro Tem Denise Delmar

Seconded: Council Member Gene Goss

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

Noes: None

Absent: Council Member John Harabedian

Abstain: None

APPROVAL OF MINUTES FROM THE SPECIAL CITY COUNCIL MEETING ON OCTOBER 3, 2017:

Moved: Council Member John Capoccia

Seconded: Council Member Gene Goss

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

Noes: None

Absent: Council Member John Harabedian

Abstain: Mayor Pro Tem Denise Delmar abstained from APPROVAL OF MINUTES for the October 3, 2017 meeting due to her absence.

APPROVAL OF MINUTES FROM REGULAR CITY COUNCIL MEETING ON OCTOBER 24, 2017:

Moved: Council Member John Capoccia

Seconded: Council Member Gene Goss

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

Noes: None

Absent: Council Member John Harabedian

Abstain: None

MAYOR AND CITY COUNCIL REPORTS:

- 1) Council Member Capoccia reported he attended the San Gabriel COG and the subject was the future of transportation. Council Member Capoccia stated that an Uber representative was there and reported that drop-off points for Uber in busy cities such as Los Angeles already exists. Driverless cars are on the way into our future as well.
- 2) Council Member Goss was at Dapper Field on Sunday and reported that lots of kids are playing Fall Ball and the field was very busy.
- 3) Mayor Pro Tem Denise Delmar reminded everyone that Senator Portantino will be in town at Kersting Court this Saturday from 10-12pm and will be visiting businesses.
- 4) Mayor Arizmendi attended PUSD Educational Foundation meeting and discovered that our middle school is in a pilot program called Math Academy where kids are taking calculus in the 8th Grade in hope of attending schools like MIT and Cal Tech. The Mayor thanked the City and Staff for a successful Halloween Parade and Costume Contest. On November 18th, the Pasadena Humane Society and SPCA will be having a low-cost wellness clinic for all those interested in taking their pets.
- 5) Council Member Capoccia added that the Highland Residences are done and three Sierra Madre residents are in escrow for the new medium income housing.

PUBLIC COMMENT ON NON-AGENDA ITEMS:

- Caroline Brown requested that the town's Emergency Horn be fixed and tested again as it had been doing so in the past and that the test day be moved from Friday to Monday at 12:00pm.
- Mrs. Koddle from 56 West Miramonte requested that the City talk to her neighbor to take down a huge hanging tarp blocking her property. Mrs. Koddle provided photos and City Council told Mrs. Koddle that Staff will contact her in regard to this issue.

Mayor Arizmendi closed public comment.

AGENDA ACTION ITEMS:

* Gabriel Engeland, City Manager, gave the following report under the Consent Calendar.

1. CONSENT CALENDAR:

a) ADOPTION OF RESOLUTION 17-56 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS

Recommendation that the City Council approve Resolution 17-56 for approval of payment of City warrants in aggregate amount of \$524,266.31; Library warrants in the aggregate amount of \$15,151.44, and payroll transfer in the aggregate amount of \$310,457.16 for fiscal year ending June 2018.

b) CONSIDERATION OF CANCELLATION OF DECEMBER 26, 2017 CITY COUNCIL MEETING

Recommendation that the City Council approve the cancellation of the regular City Council meeting on December 26, 2017 and authorize City staff to pay all necessary expenses during that time.

c) SECOND READING OF ORDINANCE 1394 AMENDING THE CITY BUILDING CODE TO EXEMPT FENCES UP TO SIX FEET IN HEIGHT FROM THE BUILDING PERMIT REQUIREMENT

Recommendation that the City Council introduce and approve second reading, by title only, and waive further reading of Ordinance 1394, amending Title 15 – Building and Construction - of the Sierra Madre Municipal Code to exempt fences up to six feet in height from the building permit requirement.

d) AWARD OF A PROFESSIONAL SERVICES CONTRACT TO RKA CONSULTING GROUP FOR ENGINEERING DESIGN SERVICES FOR THE DESIGN OF FY 2017-2018 STREET IMPROVEMENTS

Recommendation that the City Council award a professional services contract to RKA Consulting Group for engineering design service in the amount of \$44,600 and authorize the Public Works Director to execute the agreement on behalf of the City.

e) AWARD OF A PROFESSIONAL SERVICES CONTRACT TO ONWARD ENGINEERING FOR THE DESIGN OF THE FY 2017-2018 WATER MAIN REPLACEMENT PROJECT

Recommendation that the City Council award a professional services contract to Onward Engineering for water main replacement design in the amount of \$67,290 and authorize the Public Works Director to execute the agreement on behalf of the City.

f) CONSIDERATION OF RESOLUTION 17-57 MODIFYING THE PART-TIME HOURLY WAGES IN THE SIERRA MADRE CLASSIFICATION PLAN AND SALARY MATRIX

Recommendation that the City Council approve Resolution 17-57 modifying the part-time hourly wages in the Sierra Madre Classification Plan and Salary Matrix.

- City Manager asked for Item f from the Consent Calendar to be removed from consideration this evening and put on next meeting's Consent Calendar.

Mayor Arizmendi opened for public comment but none was given.

APPROVAL OF CONSENT CALENDAR AS AMENDED, APPROVING ITEMS A-E:

Moved: Council Member John Capoccia

Seconded: Mayor Pro Tem Denise Delmar

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

Noes: None

Absent: Council Member John Harabedian

Abstain: None

PUBLIC HEARINGS:

2. FIRST READING OF ORDINANCE 1390: MUNICIPAL CODE TEXT AMENDMENT 17-05 AMENDING CHAPTER 8.18 – VACANT RESIDENTIAL PROPERTY REGISTRATION REQUIREMENT

Recommendation that the City Council open a Public Hearing, receive testimony, and read Ordinance 1390 by title only, for consideration of establishing requirements and regulations for the registration of vacant residential properties.

- * Vincent Gonzalez, Director of Planning and Community Preservation, presented.

Mayor Arizmendi opened for public comment but none was given.

- Caroline Brown is also concerned with the natural habitat and the Vector issue.

Mayor Arizmendi closed public comment.

**APPROVAL OF FIRST READING OF ORDINANCE 1390: MUNICIPAL CODE TEXT AMENDMENT 17-05
AMENDING CHAPTER 8.18 – VACANT RESIDENTIAL PROPERTY REGISTRATION REQUIREMENT:**

Moved: Council Member John Capoccia

Seconded: Council Member Gene Goss

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

Noes: None

Absent: Council Member John Harabedian

Abstain: None

ITEMS FOR DISCUSSION:

3. CONSIDERATION OF RESOLUTION 17-58: APPOINTMENT OF DIRECTOR AND ALTERNATES TO REPRESENT THE CITY OF SIERRA MADRE PER THE JOINT POWERS AGREEMENT FOR LOS ANGELES COMMUNITY CHOICE ENERGY

Recommendation that the City Council appoint a Council Member to the LACCE Board of Directors and adopt Resolution 17-58 approving the appointment of that Council Member as Director and City Manager Gabriel Engeland and Management Analyst James Carlson as Alternates.

* James Carlson, Management Analyst, presented.

Mayor Arizmendi opened for public comment but none was given.

APPROVAL OF RESOLUTION 17-58: APPOINTMENT OF COUNCIL MEMBER JOHN HARABEDIAN AS DIRECTOR AND CITY MANAGER GABRIEL ENGELAND AND MANAGEMENT ANALYST AS ALTERNATES TO REPRESENT THE CITY OF SIERRA MADRE PER THE JOINT POWERS AGREEMENT FOR LOS ANGELES COMMUNITY CHOICE ENERGY:

Moved: Mayor Rachelle Arizmendi

Seconded: Council Member John Capoccia

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

Noes: None

Absent: Council Member John Harabedian

Abstain: None

NO NEW ITEMS PLACED FOR FUTURE AGENDA

CITY COUNCIL MEETING ADJOURNED AT 7:15 p.m.

Moved: Council Member Gene Goss

Seconded: Council Member John Capoccia

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

Noes: None

Absent: Council Member John Harabedian

Abstain: None

Rachelle Arizmendi, Mayor

Minutes taken and typed by:

Melinda Carrillo, City Clerk

Attested by

Laura Aguilar, Assistant City Clerk

RESOLUTION NUMBER 18-01

**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 \$265,464.69 Sierra Madre Library Warrants in aggregate amount of \$4,562.56 and Payroll Transfer in the aggregate amount of \$641,002.98 the fiscal year ending June 30, 2018.

APPROVED AND ADOPTED this 9th day of January, 2018.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 18-01 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 9th day of January, 2018.

AYES:

NOES:

ABSTAIN:

**City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of January 9, 2018**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants	\$265,464.69
Sierra Madre Library Warrants	\$4,562.56
Payroll #25 Transfer.....	\$329,019.17
Payroll #26 Transfer.....	\$311,983.81

Warrant Register 01/09/18**Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY1718	Manual Warrants	9,637.91	1-3
FY1718	General Warrants- Utility Bills	53,187.40	4-6
FY1718	General Warrants	202,639.38	7-11
	Total	265,464.69	

Fiscal Year	Description	Amount	
FY1718	Library Warrants	4,562.56	12
	Total	4,562.56	

Date: 12/14/17	Payroll #25 Electronic Tansfers From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.	329,019.17	
Date: 12/28/17	Payroll #26 Electronic Tansfers From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.	311,983.81	



Packet: APPKT03782 - CC113017
Vendor Set: 01 - Vendor Set 01

Check Date: 12/12/2017

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND							
0823	BANK OF AMERICA						
APBWEST	Check			<u>INV021633</u>	JO-TRAINING MATERIALS	10000.50000.52205	321.28
				<u>INV021622</u>	DC- SUPPLIES	10000.50000.52999	16.95
				<u>INV021626</u>	DC- OFFICE SUPPLIES	10000.50000.53100	98.38
				<u>INV021623</u>	DC- COMPUTER SUPPLIES	10000.50000.53103	31.98
				<u>INV021628</u>	DC- SUPPLIES	10000.50000.53300	104.79
				<u>INV021632</u>	DC- SUPPLIES	10000.50000.53300	234.00
				<u>INV021624</u>	DC- SUPPLIES	10000.50000.53306	25.36
				<u>INV021625</u>	DC- SUPPLIES	10000.50000.53306	115.68
				<u>INV021631</u>	DC- SUPPLIES	10000.50000.53306	197.10
				<u>INV021627</u>	DC- COMPUTER HARDWARE	10000.50000.53801	37.88
				<u>INV021630</u>	DC- SUPPLIES	10000.50000.53999	16.73
				<u>INV021629</u>	DC- SUPPLIES	10000.50000.53999	4.36
				<u>INV021667</u>	PG- EQUIPMENT MAINTENANCE	10000.61000.52302	20.78
				<u>INV021668</u>	PG- CONFERENCE	10000.61000.53402	800.00
				<u>INV021651</u>	RS- SUPPLIES	10000.70000.53999	70.05
				<u>INV021650</u>	RS- SUPPLIES	10000.70000.53999	43.76
				<u>INV021640</u>	RS- LL RULE BOOK	10000.70000.53999	12.99
				<u>INV021620</u>	JS- AMAZON PRIME SUBSCRIPTION	10000.90000.52200	108.41
				<u>INV021634</u>	JS- LIBRARY SUPPLIES	10000.90000.53100	287.80
Fund 10000 Total:							2,548.28
Fund: 37006 - SENIOR CENTER							
0823	BANK OF AMERICA						
APBWEST	Check			<u>INV021652</u>	RS- SUPPLIES	37006.72000.53999	57.66
				<u>INV021649</u>	RS- SENIOR CINEMA	37006.72000.53999	1.64
Fund 37006 Total:							59.30
Fund: 39006 - FRIENDS OF THE LIBRARY DONATION FUND							
0823	BANK OF AMERICA						
APBWEST	Check			<u>INV021618</u>	JS- TEEN PROGRAM	39006.90000.53999	5.59
				<u>INV021616</u>	JS- TEEN PROGRAM ART	39006.90000.53999	33.18
				<u>INV021621</u>	JS- FRIENDS PROGRAM	39006.90000.53999	109.50
				<u>INV021617</u>	JS- CHALLENGER POSTER	39006.90000.53999	24.60
Fund 39006 Total:							172.87
Fund: 60001 - INT SVC FND - FACILITIES MGT							
0833	HOME DEPOT						
APBWEST	Check			<u>3043041</u>	EQUIPMENT MAINTENANCE	60001.83200.53200	69.61
				<u>8425015</u>	MAINTENANCE SUPPLIES	60001.83200.53200	124.89
				<u>120548</u>	FACILITY SUPPLIES	60001.83200.53200	144.26
				<u>9032535</u>	EQUIPMENT MAINTENANCE	60001.83200.53200	143.71
Fund 60001 Total:							482.47
Fund: 60002 - INT SVC FND - ADMINISTRATION							
0823	BANK OF AMERICA						
APBWEST	Check			<u>INV021689</u>	GE- CONFERENCE	60002.30000.53402	650.00
				<u>INV021687</u>	GE- CONFERENCE	60002.30000.53402	1,511.90
				<u>INV021688</u>	GE- MEETING	60002.30000.53402	58.13
Fund 60002 Total:							2,220.03
Fund: 60003 - INT SVC FND - TECHNOLOGY							
0823	BANK OF AMERICA						
APBWEST	Check			<u>INV021683</u>	MM- NETWORK SERVICES	60003.30000.52200	728.09
Fund 60003 Total:							728.09
Fund: 60007 - INT SVC FND - PERSONNEL AND RISK MGMT							

Packet: APPKT03782 - CC113017
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Check Date: 12/12/2017

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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV021686</u>	MM- CONFERENCE	60007.70100.52205	425.92
Fund 60007 Total:					425.92
Fund: 77003 - SPECIAL EVENTS					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV021647</u>	RS- SENIOR EXCURSION	77003.79003.52999	150.00
		<u>INV021648</u>	RS- SENIOR EXCURSION	77003.79003.52999	325.00
		<u>INV021639</u>	RS- SENIOR EXCURSION	77003.79003.52999	452.00
Fund 77003 Total:					927.00
Report Total:					7,563.96



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Packet: APPKT03781 - RET1217
Vendor Set: 01 - Vendor Set 01

Check Date: 12/15/2017

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 60007 - INT SVC FND - PERSONNEL AND RISK MGMT					
<u>0842</u>	ANTOINETTE BUCKNER				
APBWEST	Check	<u>INV021674</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	414.79
<u>1428</u>	DAN GINTER				
APBWEST	Check	<u>INV021670</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	414.79
<u>1044</u>	JESSE TORIBIO				
APBWEST	Check	<u>INV021669</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	207.40
<u>1156</u>	JOHN FORD				
APBWEST	Check	<u>INV021673</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	290.35
<u>VEN01660</u>	LISA VOLPE				
APBWEST	Check	<u>INV021672</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	331.83
<u>2016</u>	STEVE POCK				
APBWEST	Check	<u>INV021671</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	414.79
Fund 60007 Total:					2,073.95
Report Total:					2,073.95



Check Approval Register

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Packet: APPKT03783 - UB120617
Vendor Set: 01 - Vendor Set 01

Check Date: 12/12/2017

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND							
<u>0129</u>	AT&T						
APBWEST	Check			<u>81824637835914-117</u>	TELECOM DIV 11/23-12/17/17	10000.50000.55005	163.51
				<u>81829102416611-120</u>	TELECOM DIV 911 12/4-1/13/18	10000.50000.55005	181.39
Fund 10000 Total:							344.90
Fund: 32005 - LIGHTING DISTRICT #1 - OAKWOOD/VISTA							
<u>0384</u>	SOUTHERN CALIF. EDISON CO.						
APBWEST	Check			<u>2011946423-120717</u>	ELEC CHGS 11/1-12/1/17	32005.83500.55003	137.99
Fund 32005 Total:							137.99
Fund: 32006 - LIGHTING DISTRICT - ZONE A							
<u>0384</u>	SOUTHERN CALIF. EDISON CO.						
APBWEST	Check			<u>2011946423-120717</u>	ELEC CHGS 11/1-12/1/17	32006.83000.55003	239.35
Fund 32006 Total:							239.35
Fund: 32007 - LIGHTING DISTRICT - ZONE B							
<u>0384</u>	SOUTHERN CALIF. EDISON CO.						
APBWEST	Check			<u>2011946423-120717</u>	ELEC CHGS 11/1-12/1/17	32007.83000.55003	1,015.30
Fund 32007 Total:							1,015.30
Fund: 32008 - PARKING ASSMNT DIST							
<u>0384</u>	SOUTHERN CALIF. EDISON CO.						
APBWEST	Check			<u>2037520756-120917</u>	ELEC CHGS 11/6-12/7/17	32008.83000.55003	493.18
Fund 32008 Total:							493.18
Fund: 38005 - GAS TAX FUND							
<u>0384</u>	SOUTHERN CALIF. EDISON CO.						
APBWEST	Check			<u>2037520756-120917</u>	ELEC CHGS 11/6-12/7/17	38005.83500.55003	48.98
				<u>2011946423-120717</u>	ELEC CHGS 11/1-12/1/17	38005.83500.55003	4,065.43
Fund 38005 Total:							4,114.41
Fund: 60000 - INT SVC FND - FLEET							
<u>0216</u>	THE GAS COMPANY						
APBWEST	Check			<u>11826147883-120717</u>	NATURAL GAS 11/1-12/1/17	60000.83100.55001	276.65
Fund 60000 Total:							276.65
Fund: 60001 - INT SVC FND - FACILITIES MGT							
<u>0384</u>	SOUTHERN CALIF. EDISON CO.						
APBWEST	Check			<u>2037520756-120917</u>	ELEC CHGS 11/6-12/7/17	60001.83200.55003	6,320.63
				<u>2036613305-120517</u>	ELEC CHGS 11/2-12/4/17	60001.83200.55003	1,079.36
				<u>2011946423-120717</u>	ELEC CHGS 11/1-12/1/17	60001.83200.55003	161.40
<u>0216</u>	THE GAS COMPANY						
APBWEST	Check			<u>16861877005-120717</u>	GAS CHGS 11/2-12/5/17	60001.83200.55004	81.42
				<u>16651877009-120717</u>	GAS CHGS 11/2-12/5/17	60001.83200.55004	11.97
				<u>13511935002-120817</u>	GAS CHGS 11/6-12/6/17	60001.83200.55004	39.27
Fund 60001 Total:							7,694.05
Fund: 60003 - INT SVC FND - TECHNOLOGY							
<u>VEN02262</u>	GLOBAL CAPACITY						
APBWEST	Check			<u>49713190</u>	DSL MON CHGS 12/31/17-1/30/18	60003.30000.52200	1,298.31
<u>0942</u>	TELEPACIFIC COMMUNICATIONS						
APBWEST	Check			<u>974135460-112317</u>	PH SVCS 11/23-12/22/17	60003.30000.55005	416.70
<u>0642</u>	VERIZON WIRELESS - LA						
APBWEST	Check			<u>9797013755-112517</u>	CELL PH CHGS 11/26-12/25/17	60003.30000.55005	1,055.12
Fund 60003 Total:							2,770.13
Fund: 71000 - WATER ENTERPRISE FUND							
<u>0384</u>	SOUTHERN CALIF. EDISON CO.						
APBWEST	Check			<u>2037520756-120917</u>	ELEC CHGS 11/6-12/7/17	71000.81100.55003	35,543.44

Pages

Fund 71000 Total: 35,543.44
Report Total: 52,629.40



City of Sierra Madre, CA

Check Approval Register

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Packet: APPKT03789 - FRNTIER121417
Vendor Set: 01 - Vendor Set 01

Check Date: 12/15/2017

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 60003 - INT SVC FND - TECHNOLOGY							
<u>VEN02792</u>	FRONTIER CALIFORNIA INC						
APBWEST	Check			<u>62635514140920175</u>	PH CHGS 12/1-12/31/17	60003.30000.55005	558.00
Fund 60003 Total:							558.00
Report Total:							558.00



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Packet: APPKT03798 - GEN010918
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Check Date: 01/03/2018

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>082252</u>	FY 2017-18 HARDWARE SUPPLIES	10000.61000.53204	5.68
				<u>082453</u>	FY 2017-18 HARDWARE SUPPLIES	10000.61000.53204	3.18
				<u>082166</u>	FY 2017-18 HARDWARE SUPPLIES	10000.61000.53204	8.08
				<u>082555</u>	FY 2017-18 HARDWARE SUPPLIES	10000.61000.53204	7.11
				<u>082413</u>	FY 2017-18 HARDWARE SUPPLIES	10000.61000.53204	18.05
				<u>082255</u>	FY 2017-18 HARDWARE SUPPLIES	10000.61000.53204	94.90
				<u>082417</u>	FY 2017-18 HARDWARE SUPPLIES	10000.61000.53204	5.45
<u>VEN03058</u>	BAUER COMPRESSORS INC	APBWEST	Check	<u>0000234068</u>	MSA 4 Gas Monitor	10000.61000.53300	2,483.31
<u>VEN02212</u>	BLACK & WHITE EMERGENCY VEHICLES	APBWEST	Check	<u>2263</u>	SUPPLIES	10000.50000.53300	70.00
				<u>2286</u>	VEHICLE INSTALLATION	10000.50000.53300	623.87
<u>1200</u>	BLUE DIAMOND MATERIALS	APBWEST	Check	<u>1098066</u>	ASPHALT	10000.83500.53206	31.95
<u>VEN01658</u>	BRENT BARTLETT	APBWEST	Check	<u>INV021692</u>	TRAINING	10000.61000.52205	274.00
<u>0827</u>	CALIFORNIA PARK & RECREATION SOCIETY	APBWEST	Check	<u>002837-120617</u>	ANNUAL MEMBERSHIP	10000.70000.53409	510.00
<u>1087</u>	CITY OF ARCADIA	APBWEST	Check	<u>ARMS000016</u>	blanket PO - firing range	10000.50000.52200	300.00
				<u>CIMP000032</u>	FY 17-18 CIMP IMPLEMENTATION	10000.81201.52001	29,129.56
<u>0326</u>	CITY OF PASADENA	APBWEST	Check	<u>3009910</u>	blanket po - inmate housing	10000.50000.52003	702.00
<u>VEN02907</u>	CLEAR'S INC	APBWEST	Check	<u>INV021778</u>	DUES	10000.50000.53409	50.00
<u>1121</u>	COLANTUONO, HIGHSMITH & WHATLEY, PC	APBWEST	Check	<u>34400</u>	BPO- LEGAL SERVICES- RETAINER	10000.21000.52201	8,400.00
				<u>34403</u>	NOV 17 LEGAL SERVICES	10000.40000.52201	3,280.34
				<u>34402</u>	NOV 17 LEGAL SERVICES	10000.40000.52201	117.50
				<u>34417</u>	NOV 17 LEGAL SERVICES	10000.81201.52001	253.50
<u>VEN02871</u>	CYBERREEF SOLUTIONS INC	APBWEST	Check	<u>1482</u>	DATA PLAN	10000.50000.53801	256.95
<u>0713</u>	DEPT OF JUSTICE	APBWEST	Check	<u>272705</u>	blanket po - fingerprinting	10000.50000.52200	224.00
<u>VEN01935</u>	DIVISION OF THE STATE ARCHITECT	APBWEST	Check	<u>INV021734</u>	JULY - SEPT 17	10000.00000.23400	49.20
<u>1462</u>	FASCHING'S CAR WASH	APBWEST	Check	<u>INV021690-SEPT ANC</u>	blanket po - car wash/police veh mntc	10000.50000.52302	418.70
<u>VEN01936</u>	FOOTHILL COMMUNICATIONS LLC	APBWEST	Check	<u>2279</u>	RADIO REPAIR	10000.50000.53301	606.87
				<u>2249</u>	RADIO MAINTENANCE	10000.61000.53301	1,350.00
<u>VEN02029</u>	GREG KONDURALYAN	APBWEST	Check	<u>INV021691</u>	GENERATOR REPAIR	10000.61000.52302	21.85
<u>VEN03064</u>	HILDA HERNANDEZ	APBWEST	Check	<u>2003523.001</u>	RENTAL SECURITY DEPOSIT REFUND	10000.00000.23200	500.00
<u>VEN01921</u>	JAMAR TECHNOLOGIES, INC.	APBWEST	Check	<u>0038737</u>	EQUIPMENT	10000.50000.53300	177.08
<u>VEN02088</u>	JCL TRAFFIC SERVICES	APBWEST	Check	<u>93248</u>	FY 17-18 STREET MAINTENANCE SUPPLIES	10000.83500.53206	167.31
<u>0397</u>	KEVORK TCHARKHOUTIAN	APBWEST	Check	<u>2017-012D</u>	FY 17-18 CITY ENGINEER SERVICES PLAN CHECK	10000.82000.52100	1,360.00
				<u>2017-12R</u>	FY 17-18 RETAINER	10000.82000.52100	800.00

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Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0515</u>	LANDSCAPE WAREHOUSE						
APBWEST	Check			<u>2544015</u>	FY 17-18 IRRIGATION SUPPLIES	10000.83300.53001	54.86
				<u>2543528</u>	FY 17-18 IRRIGATION SUPPLIES	10000.83300.53001	123.67
				<u>2543411</u>	FY 17-18 IRRIGATION SUPPLIES	10000.83300.53001	84.49
				<u>2543352</u>	FY 17-18 IRRIGATION SUPPLIES	10000.83300.53001	118.59
				<u>2544220</u>	FY 17-18 IRRIGATION SUPPLIES	10000.83300.53001	59.13
<u>VEN01628</u>	LAW ENFORCEMENT MEDICAL SERVICES, INC						
APBWEST	Check			<u>13346</u>	EVIDENCE	10000.50000.53304	110.00
<u>0640</u>	LIFE-ASSIST INC.						
APBWEST	Check			<u>830454</u>	FY 2017-18 EMS SUPPLIES	10000.64000.53300	815.04
				<u>829509</u>	FY 2017-18 EMS SUPPLIES	10000.64000.53300	628.98
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC						
APBWEST	Check			<u>50988</u>	FY 17-18 LANDSCAPE MAINTENANCE	10000.81201.52200	208.33
						10000.83300.52200	6,566.67
<u>0884</u>	MOBILE MINI, INC.						
APBWEST	Check			<u>9003355800</u>	Blanket PO - rental storage for case # 17 -0380	10000.50000.53300	114.38
<u>VEN03065</u>	NATIONAL RESEARCH CENTER INC						
APBWEST	Check			<u>6625</u>	LIBRARY SURVEY	10000.90000.52200	13,850.00
<u>VEN03063</u>	NINA TAKENOUCI						
APBWEST	Check			<u>2003520.001</u>	RENTAL SECURITY DEPOSIT REFUND	10000.00000.23200	500.00
<u>0323</u>	PASADENA HUMANE SOCIETY						
APBWEST	Check			<u>DEC2017CtySM</u>	blanket po - animal control	10000.50000.52004	2,411.72
<u>VEN01445</u>	RED HELMET TRAINING						
APBWEST	Check			<u>170912-01</u>	OFFICER TRAINING	10000.61000.52205	1,389.73
<u>0347</u>	ROAD AMERICA, INC.						
APBWEST	Check			<u>30123</u>	PARKING PERMIT 2019	10000.50000.52200	1,545.92
<u>VEN02895</u>	ROBERT J. GUERRERO						
APBWEST	Check			<u>P22471-121917</u>	BACKGROUND INVESTIGATION	10000.50000.52100	1,028.47
<u>1443</u>	SHRED-IT USA LLC						
APBWEST	Check			<u>8123700699</u>	blanket po -document shredding	10000.50000.52200	222.71
<u>0381</u>	SOUTHEAST CONSTRUCTION PRODUCT						
APBWEST	Check			<u>1307045-1</u>	FY 17-18 CONSTRUCTION MATERIAL	10000.83500.53206	93.62
<u>VEN02018</u>	SUZETTE OTLEWIS						
APBWEST	Check			<u>INV021785-DEC17</u>	FY 2017-18 CE/QI SERVICES	10000.64000.52205	500.00
<u>1588</u>	SWRCB ACCOUNTING OFFICE						
APBWEST	Check			<u>WD-0129283</u>	WASTE DISCHARGE YARDS	10000.81201.52401	2,088.00
				<u>SW-0144971</u>	ANNUAL PERMIT FEE 10/1/17-09/30/18	10000.81201.52401	8,539.00
<u>0404</u>	TOM'S UNIFORMS						
APBWEST	Check			<u>9577</u>	UNIFORMS	10000.50000.53306	16.43
				<u>9589</u>	UNIFORMS	10000.50000.53306	70.08
				<u>9587</u>	FY 2017-18 SUPPRESSION UNIFORMS	10000.61000.53303	487.28
				<u>10296</u>	FY 2017-18 EMS UNIFORMS	10000.64000.53303	261.71
				<u>10295</u>	FY 2017-18 EMS UNIFORMS	10000.64000.53303	261.71
<u>VEN02666</u>	V & V MANUFACTURING INC						
APBWEST	Check			<u>45899</u>	UNIFORMS	10000.50000.53303	185.82
Fund 10000 Total:							94,636.78
Fund:	32008 - PARKING ASSMNT DIST						
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC						
APBWEST	Check			<u>50988</u>	FY 17-18 LANDSCAPE MAINTENANCE	32008.83000.52200	1,000.00
Fund 32008 Total:							1,000.00
Fund:	36002 - FIRE DEPT DONATIONS						
<u>VEN03041</u>	BELSON OUTDOORS LLC						
APBWEST	Check			<u>159234</u>	PARK BENCHES	36002.61000.53999	1,524.00
				<u>159349</u>	PARK BENCHES	36002.61000.53999	3,272.37
Fund 36002 Total:							4,796.37
Fund:	37004 - LOCAL TRANSPORTATION/PROP A						
<u>0267</u>	REGIONAL TAP SERVICE CENTER						
APBWEST	Check			<u>6005479</u>	CPOS Tap Card	37004.70000.52001	110.00
Fund 37004 Total:							110.00
Fund:	37006 - SENIOR CENTER						

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Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN01633</u>	JO ANN WILLIAMS						
	APBWEST	Check		<u>INV021784</u>	SENIOR HOLIDAY PARTY	37006.72000.53999	79.21
<u>VEN02994</u>	SUZANNE DECKER						
	APBWEST	Check		<u>INV021783</u>	SUPPLIES	37006.72000.53999	116.45
Fund 37006 Total:							195.66
Fund:	38005 - GAS TAX FUND						
<u>1024</u>	ATHENS						
	APBWEST	Check		<u>4314874</u>	FY 17-18 STREET SWEEPING	38005.81201.52200	7,834.83
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC						
	APBWEST	Check		<u>50988</u>	FY 17-18 LANDSCAPE MAINTENANCE	38005.83500.52200	1,750.00
Fund 38005 Total:							9,584.83
Fund:	38006 - BIKEWAY/SIDEWALK FUND						
<u>VEN01613</u>	GANAHL LUMBER COMPANY						
	APBWEST	Check		<u>140919501</u>	LUMBER AND HARDWARE	38006.83600.53211	28.55
				<u>140915998</u>	LUMBER AND HARDWARE	38006.83600.53211	47.56
				<u>140915455</u>	LUMBER AND HARDWARE	38006.83600.53211	42.12
				<u>140920550</u>	LUMBER AND HARDWARE	38006.83600.53211	110.76
				<u>140915999</u>	LUMBER AND HARDWARE	38006.83600.53211	43.31
				<u>CM140919786</u>	CREDI ON INV#140913385	38006.83600.53211	-13.00
Fund 38006 Total:							259.30
Fund:	60000 - INT SVC FND - FLEET						
<u>1550</u>	ARCADIA SMOG TEST ONLY INC						
	APBWEST	Check		<u>23327</u>	FY 17-18 SMOG TEST	60000.83100.53208	40.00
				<u>23310</u>	FY 17-18 SMOG TEST	60000.83100.53208	40.00
				<u>23301</u>	FY 17-18 SMOG TEST	60000.83100.53208	40.00
				<u>23298</u>	FY 17-18 SMOG TEST	60000.83100.53208	40.00
				<u>23335</u>	FY 17-18 SMOG TEST	60000.83100.53208	40.00
				<u>23325</u>	FY 17-18 SMOG TEST	60000.83100.53208	40.00
				<u>23303</u>	FY 17-18 SMOG TEST	60000.83100.53208	40.00
<u>0125</u>	ARROW AUTOMOTIVE SERVICE						
	APBWEST	Check		<u>1040115</u>	FY 17-18 VEHICLE MAINTENANCE	60000.83100.53208	40.00
<u>0207</u>	ERNIE'S AUTO PARTS						
	APBWEST	Check		<u>14IN306712</u>	FY 17-18 VEHICLE MAINTENACE	60000.83100.53208	49.54
				<u>14IN307363</u>	FY 17-18 VEHICLE MAINTENACE	60000.83100.53208	58.36
				<u>14IN306105</u>	FY 17-18 VEHICLE MAINTENACE	60000.83100.53208	13.47
				<u>14IN306109</u>	FY 17-18 VEHICLE MAINTENACE	60000.83100.53208	26.71
				<u>14IN306719</u>	FY 17-18 VEHICLE MAINTENACE	60000.83100.53208	78.48
				<u>14IN307984</u>	FY 17-18 VEHICLE MAINTENACE	60000.83100.53208	51.38
				<u>14IN307955</u>	FY 17-18 VEHICLE MAINTENACE	60000.83100.53208	121.61
				<u>14IN307079</u>	FY 17-18 VEHICLE MAINTENACE	60000.83100.53208	114.39
				<u>14IN306102</u>	FY 17-18 VEHICLE MAINTENACE	60000.83100.53208	11.72
<u>1454</u>	JDS TANK TESTING & REPAIR INC						
	APBWEST	Check		<u>11191</u>	FY 17-18 TANK TESTING AND MAINTENANCE	60000.83100.55001	140.00
				<u>11192</u>	FY 17-18 TANK TESTING AND MAINTENANCE	60000.83100.55001	140.00
				<u>11112</u>	FY 17-18 TANK TESTING AND MAINTENANCE	60000.83100.55001	911.00
				<u>11123</u>	FY 17-18 TANK TESTING AND MAINTENANCE	60000.83100.55001	200.00
<u>VEN02634</u>	P. F. SERVICES INC						
	APBWEST	Check		<u>14287</u>	MAINTENANCE	60000.83100.55001	886.24
<u>0321</u>	PARKHOUSE TIRE, INC.						
	APBWEST	Check		<u>1010594123</u>	FY 17-18 TIRES AND LABOR	60000.83100.53208	822.95
<u>0403</u>	TRIANGLE TRUCK PARTS						
	APBWEST	Check		<u>319291</u>	FY 17-18 TRUCK EQUIPMENT AND PARTS	60000.83100.53208	55.11
				<u>318905</u>	FY 17-18 TRUCK EQUIPMENT AND PARTS	60000.83100.53208	11.43
Fund 60000 Total:							4,012.39
Fund:	60001 - INT SVC FND - FACILITIES MGT						
<u>VEN02961</u>	ARAMARK UNIFORM & CAREER APPAREL GROUP INC						
	APBWEST	Check		<u>532959404</u>	FY 17-18 JANITORIAL SUPPLIES	60001.83200.53200	249.58
				<u>532976713</u>	FY 17-18 JANITORIAL SUPPLIES	60001.83200.53200	249.58
				<u>532942192</u>	FY 17-18 JANITORIAL SUPPLIES	60001.83200.53200	249.58
				<u>532942191</u>	FY 17-18 UNIFORM CLEANING	60001.83200.53303	60.48

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Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APBWEST	Check	<u>532959403</u>	FY 17-18 UNIFORM CLEANING	60001.83200.53303	60.48
				<u>532976712</u>	FY 17-18 UNIFORM CLEANING	60001.83200.53303	60.48
<u>0714</u>	CINTAS CORPORATION #693						
		APBWEST	Check	<u>693813205</u>	UNIFORM	60001.83200.53303	126.28
				<u>693817267</u>	UNIFORM	60001.83200.53303	126.28
<u>VEN03066</u>	DAVE NEMETH						
		APBWEST	Check	<u>13535</u>	CUSTOMER SERVICE AREA REMODEL	60001.83200.56010	2,405.00
<u>VEN02259</u>	DAVE'S REFRIGERATION SERVICE						
		APBWEST	Check	<u>INV021779</u>	FACILITY INSPECTION	60001.83200.53200	95.00
<u>VEN02997</u>	DYNAMIC BUILDING MAINT INC						
		APBWEST	Check	<u>3</u>	FY 17-18 JANITORIAL SERVICES MONTHLY	60001.83200.52200	2,919.00
<u>1639</u>	GMS ELEVATOR SERVICES INC						
		APBWEST	Check	<u>00089953</u>	FY 17-18 ELEVATOR MAINTENANCE	60001.83200.52200	175.00
<u>1724</u>	LAWRENCE ROLL-UP DOORS INC						
		APBWEST	Check	<u>1715208</u>	FY 17-18 FD ROLL UP DOOR MAINTENANCE	60001.83200.52200	1,428.35
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC						
		APBWEST	Check	<u>50988</u>	FY 17-18 LANDSCAPE MAINTENANCE	60001.83200.52200	2,475.00
<u>1278</u>	MICHAEL E POWERS & ASSOC INC.						
		APBWEST	Check	<u>12570</u>	CITY HALL CUSTOMER SERVICE COUNTER PROJE	60001.83200.56010	2,435.68
<u>1372</u>	ORKIN COMMERCIAL SERVICES						
		APBWEST	Check	<u>162021166</u>	FY 17-18 PEST CONTROL	60001.83200.52200	250.00
<u>0336</u>	POST ALARM SYSTEMS						
		APBWEST	Check	<u>1022527</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	47.50
				<u>1028205</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	50.87
				<u>1025922</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	42.00
				<u>1023057</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	21.50
				<u>1028389</u>	FY 17-18 ALARM MONITORING	60001.83200.52200	38.00
<u>1485</u>	RED SUPPLY INC						
		APBWEST	Check	<u>54219</u>	FY 17-18 PLUMBING HEATING SUPPLIES	60001.83200.53200	20.87
<u>0498</u>	SIMON EQUIPMENT CO INC						
		APBWEST	Check	<u>85146</u>	CH CUST SVC EQUIP RENTAL	60001.83200.56010	58.50
<u>0399</u>	TELETRONIC ALARM SYSTEMS						
		APBWEST	Check	<u>B6426026-DEC17</u>	FY 17-18 LIBRARY ALARM SERIVES MONTHLY	60001.83200.52200	60.00
Fund 60001 Total:							13,705.01
Fund:	60002 - INT SVC FND - ADMINISTRATION						
<u>1121</u>	COLANTUONO, HIGHSMITH & WHATLEY, PC						
		APBWEST	Check	<u>34400</u>	BPO- LEGAL SERVICES- RETAINER	60002.21000.52201	2,100.00
<u>0279</u>	L. A. CO. TAX COLLECTOR						
		APBWEST	Check	<u>58620152701700071</u>	PROPERTY TAX- 2ND INSTALLMENT	60002.30000.52200	114.87
				<u>58620152711700061</u>	PROPERTY TAX- 2ND INSTALLMENT	60002.30000.52200	313.07
				<u>58620152721700051</u>	PROPERTY TAX - 2ND INSTALLMENT	60002.30000.52200	53.92
				<u>58620152731700041</u>	PROPERTY TAX- 2ND INSTALLMENT	60002.30000.52200	82.00
Fund 60002 Total:							2,663.86
Fund:	60003 - INT SVC FND - TECHNOLOGY						
<u>1644</u>	AMAZON						
		APBWEST	Check	<u>8953828</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	23.03
				<u>6497048A</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	5.26
				<u>1225063</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	62.20
				<u>3153042</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	33.98
				<u>8953828A</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	17.81
				<u>5777057</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	187.77
				<u>7551462</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	51.34
				<u>6497048</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	201.72
				<u>7469837</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	1,285.50
				<u>2937831</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	384.52
				<u>5777057A</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	14.99
				<u>1157831</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	38.56
				<u>2178628</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	79.99
				<u>6984218</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	14.48
				<u>5173821</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	8.30

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Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APBWEST	Check	<u>3251414</u>	FY 17-18 COMPUTER SUPPLIES	60003.30000.53103	38.56
<u>1786</u>	AXONTECH LLC						
		APBWEST	Check	<u>7775</u>	FY 17-18 MONTHLY DATTO SERVICE	60003.30000.52200	649.00
<u>1167</u>	COMMUNITY MEDIA OF THE FOOTHILLS						
		APBWEST	Check	<u>313</u>	FY 17-18 SIERRA MADRE PRODUCTION SERVICES	60003.30000.52100	2,331.01
<u>1641</u>	RICOH AMERICAS CORP						
		APBWEST	Check	<u>57148292</u>	FY 17-18 COPIER LEASE	60003.30000.53210	800.90
<u>1476</u>	RICOH AMERICAS CORPORATION						
		APBWEST	Check	<u>5051529319</u>	FY 17-18 COPIER LEASE	60003.30000.53210	154.07
<u>0429</u>	XEROX CORPORATION						
		APBWEST	Check	<u>091474040</u>	FY 17-18 COPIER LEASE	60003.30000.53210	567.57
				<u>091474042</u>	FY 17-18 COPIER LEASE	60003.30000.53210	450.74
				<u>091474041</u>	FY 17-18 COPIER LEASE	60003.30000.53210	322.61
				<u>090108808A</u>	FY 17-18 COPIER LEASE	60003.30000.53210	10.00
Fund 60003 Total:							7,733.91
Fund:	60007 - INT SVC FND - PERSONNEL AND RISK MGMT						
<u>1121</u>	COLANTUONO, HIGHSMITH & WHATLEY, PC						
		APBWEST	Check	<u>34401</u>	NOV 17 LEGAL SERVICES	60007.70100.52201	869.00
<u>VEN01177</u>	EYEMED						
		APBWEST	Check	<u>INV021780</u>	VISION EYEMED	60007.00000.21603	11.49
<u>0209</u>	FEDERAL EXPRESS CORPORATION						
		APBWEST	Check	<u>6-018-63779</u>	POSTAGE	60007.70100.53300	34.09
<u>1404</u>	JAMES CARLSON						
		APBWEST	Check	<u>INV021693</u>	TRAINING	60007.70100.52205	41.91
<u>VEN01176</u>	METLIFE SMALL MARKET						
		APBWEST	Check	<u>INV021781</u>	COBRA METLIFE	60007.00000.21603	129.82
<u>VEN02895</u>	ROBERT J. GUERRERO						
		APBWEST	Check	<u>PI 22471-120517</u>	PROFESSIONAL SERVICES	60007.70101.52100	2,005.92
				<u>PI 22471-120617</u>	PROFESSIONAL SERVICES	60007.70101.52100	1,000.56
Fund 60007 Total:							4,092.79
Fund:	71000 - WATER ENTERPRISE FUND						
<u>0109</u>	AIRGAS USA						
		APBWEST	Check	<u>9949845246</u>	FY 17-18 WELDING GAS	71000.81100.53200	44.50
<u>1200</u>	BLUE DIAMOND MATERIALS						
		APBWEST	Check	<u>1098066</u>	ASPHALT	71000.81100.53206	127.79
<u>VEN01500</u>	INLAND WATER WORKS SUPPLY CO.						
		APBWEST	Check	<u>\$1006617.001</u>	FY 17-18 DISTRIBUTION SYSTEM REPAIR SUPPLII	71000.81100.53200	1,545.05
				<u>\$1006396.001</u>	FY 17-18 DISTRIBUTION SYSTEM REPAIR SUPPLII	71000.81100.53200	555.17
<u>VEN01011</u>	I-WATER INFRAMAP						
		APBWEST	Check	<u>7994</u>	ANNUAL MAINT INFRAMAP SOFTWARE	71000.81100.52200	1,000.00
<u>VEN03051</u>	T A RIVARD INC						
		APBWEST	Check	<u>3-1559</u>	FY 17-18 WATERMAIN REPLACEMNT PROJECT	71000.81100.56010	41,803.80
				<u>2-1559</u>	FY 17-18 WATERMAIN REPLACEMNT PROJECT	71000.81100.56010	9,547.35
<u>0335</u>	WATERLINE TECHNOLOGIES						
		APBWEST	Check	<u>5397057</u>	CREDIT ON CYLINDER DEPOSIT	71000.81100.53209	-750.00
				<u>5396890</u>	FY 17-18 CHLORINE GAS CYLINDER	71000.81100.53209	4,767.29
Fund 71000 Total:							58,640.95
Fund:	72000 - SEWER						
<u>VEN01011</u>	I-WATER INFRAMAP						
		APBWEST	Check	<u>7994</u>	ANNUAL MAINT INFRAMAP SOFTWARE	72000.81200.52200	1,000.00
<u>2110</u>	PLUMBERS DEPOT INC.						
		APBWEST	Check	<u>PD-36706</u>	SEWER EQUIPMENT MAINTENACE	72000.81200.52302	207.53
Fund 72000 Total:							1,207.53
Report Total:							202,639.38



Packet: APPKT03799 - LIB010918
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Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 10000 - GENERAL FUND							
<u>0132</u>	BAKER & TAYLOR, INC.	APBWEST	Check	<u>4012075606</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	16.68
				<u>4012065195</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	14.26
				<u>4012061715</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	17.21
				<u>4012071403</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	3.35
				<u>4012058612</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	26.12
				<u>4012051992</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	27.04
				<u>4012059715</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	4.50
				<u>4012070671</u>	Books & Reference, Processing Fees & Media	10000.90000.52200	8.24
				<u>4012075605</u>	Books & Reference, Processing Fees & Media	10000.90000.53406	459.33
				<u>4012058611</u>	Books & Reference, Processing Fees & Media	10000.90000.53406	540.63
				<u>4012051991</u>	Books & Reference, Processing Fees & Media	10000.90000.53406	505.04
				<u>4012061714</u>	Books & Reference, Processing Fees & Media	10000.90000.53406	609.42
				<u>4012071402</u>	Books & Reference, Processing Fees & Media	10000.90000.53406	66.07
				<u>4012070670</u>	Books & Reference, Processing Fees & Media	10000.90000.53406	262.77
<u>0314</u>	OCLC, INC.	APBWEST	Check	<u>0000569056</u>	2017-2018 - OCLC & Baker & Taylor Subscription	10000.90000.52200	460.92
<u>0786</u>	OFFICE DEPOT, INC	APBWEST	Check	<u>982049228001</u>	Office Supplies	10000.90000.53100	15.10
				<u>982048707001</u>	Office Supplies	10000.90000.53100	151.96
				<u>982049227001</u>	Office Supplies	10000.90000.53100	2.76
<u>1578</u>	PETTY CASH FUND-LIBRARY	APBWEST	Check	<u>INV021676</u>	STAMPS	10000.90000.53100	19.60
Fund 10000 Total:							3,211.00
Fund: 39002 - LIBRARY - GIFT AND MEMORIAL							
<u>1578</u>	PETTY CASH FUND-LIBRARY	APBWEST	Check	<u>INV021681</u>	REG DC CONFERENCE	39002.90000.53402	30.00
				<u>INV021678</u>	CHILDREN'S PROGRAM DECORATIONS	39002.90000.53999	12.15
				<u>INV021679</u>	TEEN PROGRAM SUPPLIES	39002.90000.53999	10.00
				<u>INV021680</u>	ADULT PROGRAM SUPPLIES	39002.90000.53999	11.98
Fund 39002 Total:							64.13
Fund: 39006 - FRIENDS OF THE LIBRARY DONATION FUND							
<u>0132</u>	BAKER & TAYLOR, INC.	APBWEST	Check	<u>T67363201</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	38.72
				<u>T67702900</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	29.14
				<u>T68812690</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	4.92
				<u>4012059714</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	49.71
				<u>T67702901</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	185.01
				<u>T67703150</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	16.42
				<u>4012074858</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	193.36
				<u>T68214870</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	42.90
				<u>T67363200</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	165.32
				<u>T68812691</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	314.91
				<u>T68214871</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	10.53
				<u>4012065194</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	207.20
				<u>T68172510</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	12.29
				<u>T68214872</u>	Books & Reference, Processing Fees & Media	39006.90000.53406	17.00
Fund 39006 Total:							1,287.43
Report Total:							4,562.56



City of Sierra Madre Agenda Report

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

*Melinda Carrillo, City Clerk
Michael Amerio City Treasurer*

TO: Honorable Mayor Arizmendi and Members of the City Council

FROM: James Carlson, Management Analyst *JC*

REVIEWED BY: Gabriel Engeland, City Manager *GE*

DATE: January 9, 2018

SUBJECT: **AMENDED AND RESTATED TRANSPORTATION SERVICES AGREEMENT WITH FIRST TRANSIT, INC.**

SUMMARY

First Transit Inc., has been fulfilling the City's transportation program since 2012. The program consists of a Round-About bus service as well as a Dial-A-Ride service. The community averages 285 trips per month and the program is fully funded with Proposition A transit funds.

The current contract with First Transit Inc., expired in 2015. A new Amended and Restated Agreement is included with this report as **Attachment A**.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the Amended and Restated Agreement and authorize the Mayor to sign the agreement. Staff also recommends that City Council approve adjusting the per-trip fare from \$2.00 to \$0.50.

ALTERNATIVES

1. The City Council may approve the new Amended and Restated Agreement and authorize the Mayor to sign the agreement.
2. The City Council may also approve adjusting the per-trip fare from \$2.00 to \$0.50.
3. The City Council may direct staff to provide additional information and return consideration to a future meeting.

FINANCIAL REVIEW

The new Amended and Restated Agreement includes compensation to First Transit Inc., in the amount of \$148,478 for calendar year 2018. This amount represents a consumer price index (CPI) 3.1% increase over the previous agreement. This is consistent with the

previous agreement and is also included going forward. The funds come from Proposition A which is local transportation measure.

ANALYSIS

In November 2012, the City of Sierra Madre and First Transit Inc., entered into an agreement to operate both the Dial-A-Ride and Round About programs. Staff recently became aware that the existing agreement had expired and a new Amended and Restated Agreement was drafted. First Transit Inc. was also unaware that the agreement had expired, and there has been no loss of service. First Transit Inc. has agreed to continue service while the new agreement is under consideration.

Staff is recommending entering into the new agreement with First Transit at this time. Alternatively the City could initiate the Request for Proposals (RFP) process and solicit new bids for transit services. Staff does not recommend going out for an RFP at this time. Users of the transportation program have been very satisfied with the contractor and have provided consistent praise for the drivers of the program. Recently the City of Arcadia initiated the RFP process for their transportation services and selected First Transit Inc. to be their new contractor finding their service to be the most cost-effective and professional of the bidders.

Fare Adjustment

The Amended and Restated Agreement allows for City Council to adjust user's rates. The current fare for each trip is \$2.00. Rates collected each month are subtracted from the monthly invoices but the savings is negligible. Staff recommends reducing the fare to \$0.50 per trip. This would represent a comparable fare for Sierra Madre residents compared to neighboring transportation programs.

PUBLIC NOTICE PROCESS

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

Attachments (1)

Attachment A: Amended and Restated Transportation Services Agreement

**AMENDED AND RESTATED TRANSPORTATION SERVICES AGREEMENT
BETWEEN FIRST TRANSIT, INC. AND
CITY OF SIERRA MADRE**

THIS AMENDED AND RESTATED TRANSPORTATION SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”) and First Transit, Inc., a division of FirstGroup, PLC (“Contractor”).

RECITALS

1 City entered into a transportation services agreement with First Transit, Inc., on July 1, 2012.

2 City parties design to amend and update their existing agreement and extend the term to continue to provide public transportation services related to the Sierra Madre Local Transportation Program as set forth in the Scope of Services.

3 Contractor 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. Contractor 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 Contractor agree as follows:

1. DEFINITIONS

1.1 “Scope of Services: Such transportation services to be performed in accordance with the terms and conditions set forth in Exhibit “A” attached hereto and incorporated by reference herein.

2. TERM

The term of this Agreement, which originally commenced on July 1, 2012 shall shall expire at 11:59 p.m. on June 30, 2020 (Expiration Date), unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination & Renewal”) below.

3. CONTRACTOR’S SERVICES

3.1 Contractor shall perform the services identified 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. In no event shall the total monthly compensation and costs payable to Contractor exceed _____ (“Maximum

Monthly Compensation Rate”), unless specifically approved in advance and in writing following City Council action.

3.2 Contractor shall obtain a City business license prior to commencing performance under this Agreement.

3.3 Contractor shall perform all work to the highest professional standards of Contractor’s profession and in a manner reasonably satisfactory to City. Contractor shall strive at all times to provide service in a manner, which will maximize productivity and at the same time maximize customer service. These standards are intended to be reasonably attainable by the Contractor, fair to the customer and consistent with the City’s expectations.

3.4 During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor’s performance of such work.

3.5 Contractor 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.*).

3.6 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services contained in Exhibit “A”. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Eric Estell, West Region Operations Director, shall be Contractor’s project administrator and shall have direct responsibility for management of Contractor’s performance under this Agreement. No change shall be made in Contractor’s project administrator without City’s prior written consent.

3.7 Contractor shall only perform the Scope of Services with vehicles leased from the City. Concurrently with this Agreement, the parties shall execute the vehicle lease agreement set forth in Exhibit “B” attached hereto and incorporated by reference herein.

4. COMPENSATION

4.1 City agrees to compensate Contractor for services provided under this Agreement, pursuant to the pricing component for services set forth in Exhibit “C”, and Contractor agrees to accept in full satisfaction for such services, payment not to exceed the Maximum Monthly Compensation Rate.

4.2 Contractor 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 fifteen business days of receipt of each invoice, City shall notify Contractor 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 authorized deductions from payment made to Contractor.

4.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Contractor by City on a time and materials basis using Contractor's standard fee schedule. Contractor shall be entitled to increase the fees in this schedule for additional services at such time as it increases fees for its clients generally; provided, however, in no event shall Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Contractor issues an invoice for such services.

4.4 No payment shall be made by the City to the Contractor for such time the service is not provided or otherwise interrupted. Consistent with the foregoing, no acts of nature or acts of persons or combinations thereof over which the Contractor has no control and which preclude the Contractor's ability to perform shall require payment by the City to Contractor.

5. OWNERSHIP OF WRITTEN PRODUCTS

All written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by Contractor. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

6. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to the City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, or otherwise to act as an agent of City. The City and its agents shall not have control over the conduct of Contractor, except as set forth in this Agreement. Contractor shall not represent that it is in any manner an employee of City.

7. CONFIDENTIALITY

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

8. INDEMNIFICATION

8.1 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, or any other cost arising out of or in any way related to the performance of this Agreement by Contractor, except to the extent that such claim or demand arises from or is caused by the sole negligence or willful misconduct of the

City, or any of its officers, agents, employees, and volunteers. 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. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.

8.2 To the fullest extent permitted by law, Contractor shall 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 Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement by Contractor, except to the extent that such claim or demand arises from or is caused by the sole negligence or willful misconduct of the City, or any of its officers, agents, employees, and volunteers. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

8.3 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

8.4 The obligations of Contractor under this Section 8 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

8.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and 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 Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the sole negligence or willful misconduct of the City, or any of its officers, agents, employees, and volunteers. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

8.6 City does not, and shall not, waive any rights that it may possess against Contractor 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 are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

8.7 The City makes no warranties to Contractor or to anyone else for any loss or damage of any kind whatsoever caused by a vehicle, or by the operation, maintenance, repair or equipment thereof, or by any failure thereof or interruption of services caused thereby.

9. INSURANCE

9.1 During the term of this Agreement, Contractor 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 Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

9.1.1 Comprehensive General Liability Insurance with coverage limits of not less than Five Million Dollars (\$5,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent Contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.

9.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Five Million dollars (\$5,000,000) per incident, endorsed for bodily injury, property damage and uninsured motorist.

9.1.3 Worker's Compensation insurance as required by the laws of the State of California.

9.2 Contractor shall require each of its subcontractors to maintain insurance coverage that meets industry standards.

9.3 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.

9.4 Contractor 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, at Contractor's expense, the premium thereon.

9.5 At all times during the term of this Agreement, Contractor shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

9.6 Contractor shall provide proof 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. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

9.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and

volunteers as additional insureds for claims arising under this Agreement. The City shall not by reason of its inclusion as an additional insured under these policies incur any obligation or liability to insurer for payment of premium for these policies. 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. Contractor 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.

9.8 The insurance provided by Contractor shall be primary to any 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 Contractor's insurance and shall not contribute with it.

9.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

9.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

9.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

10. MUTUAL COOPERATION

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

10.2 In the event any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require.

11. RECORDS AND INSPECTION

Contractor 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

12. PERMITS AND APPROVALS

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approval required by city, county, state or federal law necessary in the performance of this Agreement.

13. 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 Contractor'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:

City of Sierra Madre
Attention: Director of Public Works
232 W. Sierra Madre Blvd.
Sierra Madre, California 91024
(626) 836-6656 (fax)

With a copy to:

Teresa L. Highsmith, Esq.
Sierra Madre City Attorney
Colantuono, Highsmith & Whatley, P.C.
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

If to Contractor:

Contractor's Name
Attn:
Address
City, State, Zip Code
(Phone)
(Fax)

With a copy to:

14. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 7, Section 8, Paragraph 10.2 and Section 11 of this Agreement shall survive the expiration or termination of this Agreement.

15. TERMINATION & RENEWAL

15.1. The Contractor shall have the right to terminate this Agreement for any reason on at least ninety (90) days written notice to the City. The City shall have the right to terminate this

Agreement for any reason on at least ten (10) days written notice to the Contractor. Written notices shall be provided to the other party in the manner set forth in Section 15 hereof. All data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

15.3 City may grant, at City's sole discretion, but with the consent of Contractor, up to two (2) one-year extensions, to be awarded individually based on Contractor's performance. In determining whether to grant an extension, City may consider performance criteria such as: cost of service, response time, and customer service. Contractor shall be evaluated over the initial term of the contract for consideration for the first one-year extension, and evaluated again toward the conclusion of the first one-year extension for the second one-year extension. Should City in its discretion deem Contractor's performance to be acceptable for awarding an extension, actual compensation for said extension will be subject to negotiation between City and Contractor. Compensation increases, if any, during the contract extension period shall not exceed the Consumer Price Index (CPI) of the Los Angeles, Metropolitan Area, but under no circumstances will compensation be permitted to be reduced.

15.4 Contractor agrees and understands that the Sierra Madre Local Transportation Program was initiated by the City to provide subsidized public transportation within its boundaries and all rights relating to the name of the program, its concept and operation are exclusively vested in the City. In the event of termination of this Agreement, for any cause, the Contractor agrees that any and all rights in the Sierra Madre Local Transportation Program and the operation thereof shall remain vested in the City and that the Contractor shall have no interest therein following such termination.

16. GENERAL PROVISIONS

16.1 In the performance of this Agreement, Contractor 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 or medical condition or any other unlawful basis.

16.2 The Contractor shall develop anti-harassment and anti-discrimination policies and provide corresponding training to employees and contract agents operating vehicles owned and operated by Contractor in the City prior to the Commencement Date of the Agreement. The policy shall, at a minimum, establish a strong commitment to prohibit harassment in employment, to define prohibited harassment and to set forth a procedure for investigating and resolving customer complaints of harassment and illegal discrimination. A copy of these policies and evidence that each employee, agent, or independent contractor of Contractor has been made aware of said policies must be submitted to the City on or before the Commencement Date of the Agreement. Failure to file said policies in a timely fashion or submit evidence that every current employee, agent and independent agent of the Contractor has been made aware of the anti-harassment and anti-discrimination policies shall be grounds for termination of this Agreement.

16.3 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 thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the 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 form and vice versa, in any place or places herein in which the context requires such substitution(s).

16.4 The waiver by City or Contractor of any breach of any term, covenant or condition herein contained 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 herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

16.5 Time shall be of the essence of this Agreement. The Contractor shall not be relieved of the obligation to comply with any of the provisions of this Agreement by any failure of the City to enforce prompt compliance. Contractor shall not be liable for any failure to perform if Contractor 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 Contractor.

16.6 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 shall be 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 of 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. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

16.7 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 be enforced to the fullest extent permitted by law.

68.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

16.9 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 Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations therefrom shall be effective and binding only if made in writing and executed by City and Contractor following city council action.

17. NON-ASSIGNABILITY

17.1 This Agreement shall not be sublet or assigned, or shall any of the rights or privileges herein granted or authorized be leased, assigned, sold or transferred, either in whole or in part, nor shall title thereof, either legal or equitable, or any right, interest or property therein, pass to or vest in any person through the sale of stock or otherwise, except the Contractor, either by act of the Contractor or by operation of the law, without the prior written consent of the City.

17.2 The Contractor shall promptly notify the City of any proposed change in control and/or ownership of the Contractor. Said change in control and/or ownership is subject to prior approval of the City. Such change in control shall make this Agreement null and void unless and until the City shall have consented thereto. For the purpose of determining whether it will consent to such change, transfer or acquisition of control, the City may inquire into the qualifications of the prospective controlling party, and the Contractor shall assist the City in any such inquiry. The City may condition said transfer upon the terms and conditions it deems appropriate. For the purposes of this Section, a presumptive change in control and/or ownership will exist upon sale or transfer of fifty-one percent (51%) or more of the Contractor's ownership, stock, or other control.

17.3 The Contractor, at least sixty days prior to any transfer as heretofore described, shall file with the City a copy of the deed, agreement, mortgage, lease or other written instrument evidencing such sale, transfer or lease, certified and sworn to as correct by the Contractor.

17.4 Every such transfer described within, whether voluntary or involuntary, shall be deemed void and of no effect unless Contractor shall have filed such certified copy as is required and City has given approval.

17.5 Failure to obtain the approval of the City Council as per this Agreement shall entitle the City to terminate this Agreement effective thirty days from the date the City provides the Contractor with written notice of disapproval and termination.

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
A Municipal Corporation

“Contractor”

By: _____
Name
Mayor

By: _____
Name
Title

Date: _____

Date: _____

Attest:

By: _____
Laura Aguilar
Deputy City Clerk

Approved as to form:

By: _____
Teresa L. Highsmith, Esq.
City Attorney

EXHIBIT A

SCOPE OF SERVICES

The Sierra Madre Local Transportation Program provides Dial-A-Ride and Fixed route service. The work to be done under this Agreement shall include the furnishing of all labor, materials, equipment and expenses necessary to perform the following minimum services:

1. Description of Services.

A. Passengers requesting service will contact the Contractor through a telephone number with a local prefix (355) which shall be published and maintained by the Contractor.

B. Contractor's dispatcher shall receive calls during the operating hours defined herein or as they are subsequently amended by written notification of the City Manager. The dispatcher will request that passengers requesting service provide their point of origin, point of destination, telephone number, number of persons in their party, and whether they need a wheelchair accessible vehicle. The dispatcher will advise passengers of the approximate pick-up time.

C. The dispatcher shall be required to dispatch the appropriate type and amount of vehicle(s) needed to properly respond to the volume of passenger requests for service so that the passenger pick-up time does not exceed twenty (20) minutes from the time the request is made regardless of the place of pick-up. Passengers requesting a wheelchair accessible vehicle must make their request at least one hour in advance. The dispatcher shall also do everything possible to avoid lengthy rides after a passenger has been picked up.

D. Contractor shall be responsible for all vehicle staging, routing and operation.

E. Contractor shall not discriminate against any individual seeking to utilize its services. All dispatching of vehicles shall be conducted so that passengers receive service on a first call first served basis whenever such service lends itself to efficient vehicle operations.

F. Contractor operated vehicles will not be required to wait more than ten (ten) minutes at any point of pick-up for a passenger.

G. Drivers shall assist in loading and unloading of the packages of senior citizens and disabled riders, provided, the packages do not exceed twenty-five (25) pounds.

H. The service area of the Contractor is limited to within a two-mile radius of the City's outer boundaries. The service area includes (i) the medical office complex located at Duarte Road and Baldwin Avenue in Arcadia; (ii) the Huntington Medical Office Complex, (iii) Huntington Hospital, (iv) the medical offices located at 800 E. Colorado Blvd. in Pasadena; and (v) the City of Hope (collectively, the "Medical Offices"). That portion of a trip outside the service area is the responsibility of the requesting passenger.

I. No animals may be transported with the vehicles except for service animals.

J. The dispatcher shall be permitted to limit the number of time calls to no more than 2 time calls per half hour. Time calls are those calls made for a specific time, the day before or

prior to start of service for the day. The dispatcher shall make exceptions for unscheduled or emergency doctor appointments and return trips from the Medical Offices.

2. Vehicles and Equipment.

A. Contractor shall only perform the services with vehicles leased from the City. No other vehicles shall be utilized. The Contractor must operate these vehicles in compliance with all local, state, and federal laws.

B. Contractor shall post clearly in each vehicle a phone number which passengers may call to register a complaint with the City regarding the services of the Contractor. Such notice shall read: "Please report complaints to the Public Works Department 626-355-7135," or as may otherwise be required by the City Manager during the term of this Agreement.

3. Inspections.

At all reasonable times, the Contractor shall permit the City Manager or designee to examine, during normal business hours, all premises of the Contractor.

4. Hours and Days of Operation.

A. Contractor shall operate the Sierra Madre Local Transportation Demand Response Program with one (1) vehicle from 9:00 a.m. to 5:00 p.m. and two (2) buses from 11:30 a.m. until 1:30 p.m. Monday through Saturday.

B. Contractor shall operate the Gateway Coach program with one (1) bus from 7:00 am until 8:00 am and one (1) bus from 5:00 pm until 6:00 pm, Monday through Friday and one (1) bus from 11:00 am until 3:30 pm Monday through Friday.

C. The City shall notify Contractor in writing at least thirty (30) days prior to changing any operation schedule and Contractor shall be required to comply with City's established schedules.

D. It is not required that the Sierra Madre Local Transportation Program operate on New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day & the following Friday, Christmas Eve and Christmas Day.

E. The Sierra Madre Local Transportation Demand Response and Gateway Coach Program are components of the Sierra Madre Local Transportation Program.

5. Operating Costs.

A. Contractor shall maintain and operate the Sierra Madre Local Transportation Program at its expense. These operation and maintenance expenses shall include, but not be limited to, insurance, personnel wages, taxes and fringe benefits, licensing, dispatching, radio equipment, training, supervision, and data collection.

B. Contractor shall keep accurate records of all transactions and maintain continuing liaison with the appropriate City departments in the operation of the Sierra Madre Local Transportation Program. All data collection methods and procedures shall be in accordance with the policies approved by the City.

6. Fares

A. Passengers are allowed to use the service by paying the fares at the time of transportation.

B. Contractor's drivers shall be responsible to collect fares from passengers prior to the commencement of each trip.

C. Local Transportation Program Fare structures will be established by the City, and City shall be required to notify Contractor in writing at least ten (10) days prior to any changes in fares.

7. Reporting Requirements.

The Contractor shall be required to maintain reports and to keep the City informed regarding the activities of the Sierra Madre Local Transportation. The following reports shall be completed on an ongoing basis as indicated below.

A. To be submitted to the City:

1. Vehicle Accident Report. Contractor shall submit vehicle accident reports within twenty-four (24) hours after any Sierra Madre Local Transportation vehicle accident.
2. Invoice. Contractor shall submit invoices monthly to the Community Services Department.
3. Monthly Daily System Trip Sheets. Monthly Daily System Trip Sheets shall be approved by the City and shall contain the pick-up date, time, and site as well as the delivery (destination), date, time, and site. These sheets shall also identify the driver for each trip. Contractor shall submit Monthly Daily System Trip Sheets every month.
4. Monthly activity report summarizing the number of trips, by day and by passenger category type. These reports shall be presented at the time that the Contractor submits its invoice to the City.

B. To be retained by the Contractor:

1. Daily System Trip Sheets. Contractor shall retain Daily System Trip Sheets for a minimum of three years.
2. Driver's Daily Vehicle Inspection Report. Contractor shall retain these reports for a minimum of three years.
3. Accident Case files. Contractor shall retain these files for seven years after the occurrence of an accident.

C. The Contractor shall maintain records of all handicapped individuals who are eligible to use the transportation program. The Contractor shall use these records for the purpose of verifying caller eligibility.

8. Personnel

A. Contractor shall be solely responsible for the satisfactory work performance of its employees. Contractor shall perform drug and alcohol testing on all employees involved with the Sierra Madre Local Transportation Program.

B. Contractor shall be solely responsible for payment of all employees' and/or subcontractor's wages and benefits. Contractor's personnel wages and work hours shall be in compliance with all applicable local, state and federal laws and regulations.

C. At its sole expense, the Contractor shall comply with the requirements of all applicable local, state, and federal employment laws, including, but not limited to, those laws and regulations relating to workers' compensation and social security.

D. At its sole expense, Contractor shall comply with the requirements of all applicable local, state, and federal worker safety laws, including, CAL-OSHA requirements.

E. Contractor shall establish driver screening and selection criteria to ensure it employs qualified and responsible drivers. Contractor shall conduct a record check with the Department of Motor Vehicles.

F. Subject to the City review and approval, Contractor shall develop, implement and maintain a driver training program. All drivers and dispatchers shall participate in the program.

G. Contractor shall train all dispatchers and any other employees who may perform dispatch or information duties. This training shall include all of the following: customer relations skills, telephone manners, accident/incident reporting, and service procedures. Contractor shall also ensure that these individuals are knowledgeable in fares, the service area, and any specific needs of the users of the program.

H. Contractor shall employ a sufficient number of regularly scheduled drivers and standby drivers to ensure consistent and reliable service. Each driver shall display his or her name so that the driver can be clearly identified by the public.

I. Contractor shall ensure that all personnel assigned to this project are knowledgeable of the Sierra Madre Transportation Program.

J. Contractor's employees shall maintain a professional, courteous attitude and answer to the best of their ability any passenger questions regarding the service. These employees shall also refrain from using profanity. If the City finds that any of the Contractor's employees has failed to comply with the foregoing, the City may request that the employee be removed from performing services within the Sierra Madre Transportation Program. Contractor shall immediately remove the employee upon receiving such a request.

K. Contractor's employees shall log all passenger complaints and any operational problems. This log shall include a qualitative description of the complaint. These logs shall be retained for a minimum of twenty-four months and will be made available to the City upon request.

9. Safety Standards.

Contractor shall be fully responsible for the safety of all passengers. Contractor shall comply with all applicable local, state, and federal safety laws and regulations, including, but not limited to, California Highway Patrol requirements.

EXHIBIT B

VEHICLE LEASE AGREEMENT

Existing Vehicle Lease Agreement (Attached) is hereby extended without any changes to December 31, 2020.

“City”
City of Sierra Madre
A Municipal Corporation

“Contractor”

By: _____
Name
Mayor

By: _____
Name
Title

Date: _____

Date: _____

Attest:

By: _____
Laura Aguilar
Deputy City Clerk

Approved as to form:

By: _____
Teresa L. Highsmith, Esq.
City Attorney

VEHICLE LEASE AGREEMENT

This Vehicle Lease Agreement ("Lease Agreement") is made this 23rd day of October 2012 between the City of Sierra Madre, a California municipal corporation ("Lessor") and First Transit, Inc., a corporation ("Lessee").

RECITALS

A. Lessor is the owner of certain vehicles listed in Exhibit "A" attached hereto and incorporated by reference ("Vehicles").

B. Concurrent with this Agreement, the parties have entered into an agreement ("Transportation Services Agreement") whereby the Lessee has agreed to perform certain transportation services for Lessor. The Transportation Services Agreement requires Lessee to only perform the Round-A-Bout Community Loop Program portion of the Scope of Services with Vehicles leased from Lessor. The Transportation Service Agreement is incorporated herein by reference.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. LEASE OF VEHICLES

Lessor hereby leases the Vehicles to Lessee and Lessee agrees to lease the Vehicles from Lessor on the terms and conditions stated in this Agreement.

2. TERM

The term of this Agreement shall commence on November 1, 2012 and end on June 30, 2015, unless the Lessor agrees to extend the term in writing.

3. RENTAL AND PAYMENT

Lessee shall pay Lessor \$1.00 per month as rental for the Vehicles, payable in advance on the first of every month.

4. TITLE AND OWNERSHIP

The Vehicles are and shall remain the property of the Lessor or Lessor's assigns and Lessee's interest therein is only that of a lessee. Lessee further agrees that it will not pledge, loan, mortgage, or attempt in any other manner to dispose of the Vehicles or to suffer any liens, encumbrances, or legal process to be incurred or levied on the Vehicles. Lessor may affix tags, decals or plates to the Vehicles indicating Lessor's ownership and Lessee shall not permit their removal or concealment.

5. USE AND POSSESSION

Lessee will have exclusive use, possession, operation, and control of the Vehicles during the term of this Lease Agreement except as provided herein. Lessee agrees to use the Vehicles solely for the Round-A-Bout Community Loop Program portion of the Sierra Madre Local Transportation Program described in the Scope of Services of the Transportation Services Agreement; Lessee shall not use or permit the use of the Vehicles for any other purpose. Lessee will employ and have absolute control, supervision, and responsibility over any operators or users of the Vehicles, except as provided herein. Lessee agrees that any operator(s) of the Vehicles shall have valid California driver's license(s). Lessee further agrees that it shall not use the vehicle for illegal purposes and that Lessee is responsible for complying with all applicable laws governing the use of the vehicle; with the exception of City planned activities scheduled with Lessee.

6. MAINTENANCE AND REPAIRS

A. Lessor shall, during the term of this Agreement, at its expense keep the Vehicles in good working order and condition. Lessee shall immediately notify the Lessor of any mechanical problems or other safety-related issues involving the Vehicles. If any of the Vehicles have such problems, the Lessee will immediately discontinue use of that vehicle and make other transportation arrangements for its passengers, if any.

B. Lessor will be responsible for the fuels costs of the Vehicles, and Lessee shall fuel the Vehicles at a location authorized by the Lessor. Lessee shall be responsible for any damage associated with not keeping the Vehicles properly fueled.

7. RETURN OF VEHICLE

At the end of each service day, Lessee shall return the Vehicles to the Lessor's Public Works Yard located at 621 E. Sierra Madre Blvd., Sierra Madre, CA 91024, with the exception of Wednesday nights, when Lessee shall take the City vehicle to the First Transit Inc., station to be washed.

8. STATUS REPORTS

Lessee shall provide monthly status and use reports to Lessor during the term of this Lease Agreement. These monthly status and use reports shall include, but not be limited to, the following information: vehicle mileage; accident reports; citations issued to the drivers; and cost of repairs, if any. Notification of defect or repair must be made in writing on vehicle report as well as in person at the City Yard office immediately.

9. INSPECTION FOLLOWING TERMINATION

At the inception of this Lease, Lessor and Lessee shall jointly inspect and document the condition of the Vehicles. Upon termination of this Lease Agreement, Lessee shall at its expense deliver the Vehicles to Lessor in the same operating order, repair, condition and appearance as

on the Commencement Date, reasonable wear and tear excepted. Upon such delivery, Lessor and Lessee shall jointly inspect the Vehicles to determine their condition, and Lessor shall promptly notify Lessee of any claimed breaches of the foregoing sentence. Any such claimed breaches shall be deemed waived by Lessor and may not thereafter be asserted by Lessor if Lessor fails to provide Lessee with written notice of such claims within thirty (30) days after delivery of the Vehicles to Lessor.

10. DEFAULT AND REPOSSESSION

In the event Lessee shall default in making any payment due or in performing any other obligation required to be performed by Lessee and if such default remains uncured for a period of ten (10) days after written notice from Lessor, then Lessor shall have, among Lessor's other rights, the right to terminate this Lease Agreement and obtain possession of the Vehicles. If, in its sole and absolute discretion, the Lessor determines that the health and safety of the users of the Sierra Madre Local Transportation Program are endangered, the City may immediately repossess the Vehicles.

11. RISK OF LOSS

a. Loss: Upon delivery and acceptance of the Vehicles by Lessee, Lessee shall be solely responsible for any loss or damage to the Vehicles, except when the Vehicles have been left in the City's possession at the close of each service day.

b. Notification to Lessor: If the Vehicles are damaged, lost, stolen or destroyed, or if any person is injured or dies, or if any property is damaged as a result of the Vehicles' use, maintenance, or possession, Lessee will promptly notify Lessor of the occurrence, and will file all necessary accident and claim reports, including those required by law and those required by the insurers of the Vehicles.

c. Cooperation in Defense of Claims: Lessee, its employees, and agents will cooperate fully with Lessor and all insurers in the investigation and defense of any claims. Lessee will promptly deliver to Lessor any documents served on or delivered to Lessee, its employees, or its agents in connection with any claim or proceeding at law or in equity begun or threatened against Lessee, Lessor, or both, concerning the Vehicles.

12. INSURANCE

During the term of this Lease Agreement, Lessee shall, at Lessee's expense, keep in effect Automobile Liability Insurance for the Vehicles with minimum limits of Five Million dollars (\$5,000,000) per incident, endorsed for bodily injury, property damage and uninsured motorist. The Automobile Liability Insurance shall be on the same terms set forth in Section 11 of the Transportation Services Agreement.

13. NO WARRANTY

Lessor makes, and Lessee receives, no warranty, express or implied, and there are expressly excluded all warranties of merchantability and fitness for a particular purpose. Lessor shall have no liability with respect to its obligations under this Lease Agreement for consequential, exemplary or incidental damages even if it has been advised of the possibility of such damages.

14. QUIET POSSESSION

Lessor agrees that Lessee shall quietly possess the Vehicles subject to and in accordance with the provisions hereof so long as Lessee is not in default hereunder.

15. LIABILITY AND INDEMNIFICATION

Except as expressly provided in this Lease Agreement, Lessor shall not be liable for any loss or damage claimed to have resulted from the use of the Vehicles by Lessee, regardless of the form of action, except for loss or damage resulting from the sole negligence and or willful misconduct of Lessor or loss or damage related to the maintenance and repair of the vehicles – functions performed by the Lessor as set forth in paragraph 6 of this Lease Agreement. Lessee shall hold Lessor harmless from any such claims and shall indemnify it from any expense or cost incurred if any such claims are made. In no event shall Lessor be liable to Lessee for any special, indirect, incidental or consequential damages.

Lessee shall indemnify and hold Lessor harmless from any liability, loss, claim, or damage to persons or property arising out of Lessee's possession, operation, or use of the Vehicles or arising out of the fault or negligence of Lessee, its employee, or its agents.

16. TAXES

Lessee shall, in addition to the other amounts payable under this Lease Agreement, pay any taxes, federal, state, or otherwise, however designated which are levied or imposed during the term of this Lease Agreement on the Vehicles or by reason of the transactions contemplated by this Lease Agreement. Without limiting the foregoing, Lessee shall promptly pay to Lessor an amount equal to any such items actually paid, or required to be collected, or paid by Lessor.

17. ASSIGNMENT

Lessee may not assign or sublease all or any part of its rights, duties, obligations under this Lease Agreement to any person or entity, in whole or in part, without the prior written consent of Lessor, which consent may be withheld in the sole and absolute discretion of Lessor. The parties acknowledge that Lessor is entering into this Lease Agreement in reliance upon the unique qualities and reputation of Lessee. Lessee may assign the Lease Agreement without approval if the assignment is made to a parent, subsidiary, related or affiliated company.

18. NOTICES

Any notices, bills, invoices, or reports required by this Lease Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor'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 Lessor:

City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, California 91024
Attention: City Manager
Telephone: (626) 355-7135
Facsimile: (626) 355-2251

With a copy to:

Teresa L. Highsmith, Esq.
Sierra Madre City Attorney
Colantuono & Levin, PC
300 S. Grand Ave., Suite 2700
Los Angeles, CA 90071
Telephone: (213) 542-5700
Facsimile: (213) 533-4191

If to Lessee:

First Transit, Inc.
7581 Willow Drive Suite 103
Tempe, Arizona 85283
Attn: Jesse Roach, Director of Operations
Telephone: (909) 222-8357
Facsimile: (909) 798-6164

With a copy to:

First Transit, Inc.
Corporate Offices
600 Vine Street, Suite 1400
Cincinnati, Ohio 45202
Telephone: (513) 241-2200
Facsimile: (513) 684-8852

19. MISCELLANEOUS

A. Entire Agreement: Each party acknowledges that it has read this Lease Agreement, understands it, and agrees to be bound by its terms. Each party further agrees that this Lease Agreement is the complete and exclusive statement of the Lease Agreement between the parties, which supersedes and merges all prior proposals, understanding and all other agreements, oral and written, between the parties relating to this Lease Agreement. The Lease Agreement may not be modified or altered except by written instrument duly executed by both parties.

B. Governing Law: This Lease Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of California. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the State of California, which courts shall have exclusive jurisdiction for such purpose.

C. Enforceability. If any provision of this Lease Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS THEREOF, the parties have entered into this Lease Agreement as of the date first written above.

Dated: November 14, 2012

CITY OF SIERRA MADRE
("Lessor")



Name, Mayor Pro Tempore

ATTEST:



Nancy Shollenberger, City Clerk

Approved as to form:

By: 

Teresa L. Highsmith, Esq., City Attorney

EXHIBIT C

CONTRACTOR COMPENSATION

July 1, 2016 through December 31, 2016: \$144,014 (\$12,001.17 per month) minus fares collected.

January 1, 2017 through December 31, 2017: \$144,014 (\$12,001.17 per month) minus fares collected.

January 1, 2018 through December 31, 2018: \$148,478 (\$12,373.17 per month) minus fares collected. Calculated by applying 3.1% CPI to previous agreement's compensation.

January 1, 2019 through December 31, 2019: To be adjusted by US Bureau of Labor Statistics Consumer Price Index Table – West as applicable for Los Angeles, Riverside, Orange County Metropolitan areas.

January 1, 2020 through December 31, 2020: To be adjusted by US Bureau of Labor Statistics Consumer Price Index Table – West as applicable for Los Angeles, Riverside, Orange County Metropolitan areas.



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Michael Amerio, City Treasurer *MA*
Hillary Guirola-Leon, Senior Accountant *HG*

REVIEWED BY: Gabriel Engeland, City Manager *GE*

DATE: January 9, 2018

SUBJECT: Treasurer's Report – Quarter Ending September 30, 2017

SUMMARY

Attached is the 1st quarter of the Treasurer's Report for the 2017-18 fiscal year.

STAFF RECOMMENDATION

Receive and file the Treasurer's Report for the cash and investment portfolio for quarter ending September 30, 2017.

FINANCIAL REVIEW / SOURCE OF FUNDING

No fiscal impact from this action.

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.

Cash held in demand deposit accounts are kept at a level to ensure that all city outstanding warrants are covered, to maximize interest income and to minimize bank fees. Idle cash is invested in LAIF and other investments in compliance with the City's Investment Policy.

PUBLIC NOTICE PROCESS

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

Attachment(s):
Treasurer's Report for July-September 2017

City of Sierra Madre

Schedule of Investments

#	Investment	Purchase	Maturity	Amount	Annual Interest Rate	Annual Interest Income
1	LAIF (Estimate)	Various	Any time	\$ 10,000,000	0.85%	\$ 85,000
2	US Treasury	4/12/2017	4/15/2018	550,000	0.80%	4,400
3	FHLMC	4/12/2017	4/19/2018	550,000	0.90%	4,950
4	US Treasury	4/12/2017	10/15/2018	1,100,000	0.90%	9,900
5	US Treasury	4/12/2017	1/15/2019	1,100,000	1.00%	11,000
6	US Treasury	4/12/2017	10/15/2019	1,100,000	1.10%	12,100
7	US Treasury	4/12/2017	3/31/2020	1,100,000	1.20%	13,200
8	US Treasury	10/23/2017	10/15/2020	1,100,000	1.55%	17,050
9	US Treasury	10/23/2017	4/30/2021	1,000,000	1.68%	16,800
10	US Treasury	10/23/2017	11/30/2021	1,000,000	1.75%	17,500
	Total			\$ 18,600,000		\$ 191,900

Investment Income Illustration

2015	\$ 20,000
2016	\$ 80,000
Projected Future Investment Income	\$ 191,900

Investment Maturity Illustration

	Annual Maturities
2017	\$ 10,000,000
2018	2,200,000
2019	2,200,000
2020	2,200,000
2021	2,000,000
Total	\$ 18,600,000

**CITY OF SIERRA MADRE
TREASURER'S REPORT
CASH AND INVESTMENT PORTFOLIO
July - September 2017**

CITY CASH

ACCOUNT	INSTITUTION	BALANCE	RATE
ALL	BANK OF THE WEST	\$ 716,171.82	0.000%
	TOTAL	\$ 716,171.82	

ACCOUNT NAME	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE
General Account	BANK OF THE WEST	1,328,918.92	10,292,367.70	(10,905,114.80)	716,171.82
	TOTAL	\$ 1,328,918.92	\$ 10,292,367.70	\$ (10,905,114.80)	\$ 716,171.82

CITY INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	STATED RATE
LOCAL AGENCY INVESTMENT FUND	\$ 10,799,229.90	\$ 10,799,229.90	\$ 10,799,229.90	62.19%	1.11%
BANK OF THE WEST -BNP PARIBAS	\$ 6,593,707.10	\$ 6,600,000.00	\$ 6,565,625.00	37.81%	See Attached
TOTAL	\$ 17,392,937.00	\$ 17,399,229.90	\$ 17,364,854.90	100.00%	

ISSUER	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUND	\$ 13,667,261.72	\$ 2,431,968.18	(5,300,000.00)	\$ 10,799,229.90	1.11%
BANK OF THE WEST -BNP PARIBAS	\$ 6,593,707.10	\$ 0.00	\$ 0.00	\$ 6,593,707.10	See Attached
TOTAL	\$ 20,260,968.82	\$ 2,431,968.18	\$ (5,300,000.00)	\$ 17,392,937.00	

CITY - TOTAL CASH AND INVESTMENT \$ 18,109,108.82

FISCAL AGENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	STATED RATE
BNY MELLON	1,555,374.12	\$ 1,555,374.12	\$ 1,555,374.12	100.00%	0.00%
TOTAL	\$ 1,555,374.12	\$ 1,555,374.12	\$ 1,555,374.12	100.00%	

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
BNY MELLON/ Water 1998 Reserve	531,125.90	774.53	0.00	531,900.43	0.00%
BNY MELLON/ Tax 1998 Reserve Fund	402,105.52	586.45	0.00	402,691.97	0.00%
BNY MELLON/ Fin Auth Water 2003 Reserve	619,877.69	904.03	0.00	620,781.72	0.00%
TOTAL	\$ 1,553,109.11	\$ 2,265.01	\$ 0.00	\$ 1,555,374.12	

CITY - TOTAL FISCAL AGENT \$ 1,555,374.12

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 12/12/17

Michael Amerio, City Treasurer

Date

City of Sierra Madre
Treasurer's Report
Cash Balances by Fund
For the Quarter Ended September 30, 2017

Fund No.	Fund	Balance			Balance 6/30/17
		4/1/17	Receipts	Disbursements	
10000	General	\$ 7,191,347	\$ 1,881,282	\$ 2,548,652	\$ 6,523,977
26002	Misc Grants	(4,753)	165	201	(4,789)
32XXX	Assessment Districts	732,432	15,200	13,157	734,474
34002	Development Impact Fees	1,408,187	2,264	9,274	1,401,178
34003	Art In Public Places	58,210	94	383	57,920
35003	Police Donations	6,332	10	42	6,301
35004	PSAF	110,901	34,395	818	144,477
35005	State COPS Grant	122,363	40,488	36,728	126,124
36002	Fire Department Donations	23,340	483	13,389	10,433
37001	Community Arts Commission	6,204	10	41	6,173
37003	Recreation Donations	45,418	73	299	45,192
37004	Prop A	235,118	53,346	18,786	269,678
37005	Open Space Fund	99,766	12,555	657	111,664
37006	Senior Center	146,406	986	5,183	142,209
37007	SM Community Foundation	44,667	3,374	7,669	40,373
37008	Youth Activity Center	59,109	95	389	58,815
37009	Prop C	370,294	43,657	335,808	78,143
38001	CA Beverage Container	38,232	5,061	252	43,041
38002	CDBG	8,203	143,712	144,892	7,023
38003	AQMD	119,213	3,767	1,985	120,994
38004	Environmental Fund	(9,451)	22,388	14,000	(1,063)
38005	Gas Tax	10,525	43,489	74,353	(20,338)
38006	TDA Fund	(6,306)	6,306	454	(454)
38007	Measure R	334,498	61,152	48,534	347,116
38012	Measure M	-	8,446	-	8,446
39002	Library Gift & Memorial	186,928	1,053	3,951	184,029
39006	Friends of the Library	(19,621)	23,895	29,014	(24,741)
40000	Capital Projects Fund	1,074,535	1,728	199,663	876,600
47000	Low & Mod Housing	2,524	4	17	2,512
50001	Debt Service	10,469	-	-	10,469
50003	Successor Agency	579,026	399	380,098	199,326
60000	Internal Svcs - Fleet	769,275	1,937	144,992	626,220
60001	Internal Svcs - Facilities	1,729,219	5,357	177,449	1,557,127
60002	Internal Svcs - Admin	730,831	9,774	226,154	514,450
60003	Internal Svcs - Technology	756,558	10,743	208,216	559,084
60007	IS-Personnel & Risk Mgmt	718,470	1,985,935	2,147,769	556,636
60008	General Plan Update	96,438	155	635	95,958
71000	Water	2,394,558	1,506,821	2,530,651	1,370,727
72000	Sewer	1,172,790	219,752	315,999	1,076,544
77001	Aquatics	147,923	18,238	974	165,187
77003	Special Events	(54,670)	14,809	37,418	(77,279)
77004	Movie Details Services	144,382	43,313	28,542	159,154
	TOTALS	\$ 21,589,888	\$ 6,226,709	\$ 9,707,488	\$ 18,109,109

Account	Amount
Local Agency Investment Fund	\$ 10,799,230
Investments Bank of the West - Paribas	6,593,707
Checking - Bank of the West	716,172
	\$ 18,109,109



City of Sierra Madre Agenda Report

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

*Melinda Carrillo, City Clerk
Michael Amerio City Treasurer*

TO: Honorable Mayor Arizmendi and Members of the City Council

FROM: Vincent Gonzalez, Planning & Community Preservation Director 

REVIEWED BY: Gabe Engeland, City Manager 

DATE: January 9, 2018

SUBJECT: FIRST READING OF ORDINANCE NO. 1395 AMENDING TITLE 15 TO ADD CHAPTER 15.62 ESTABLISHING PROCEDURES FOR EXPEDITED PERMITTING OF ELECTRIC VEHICLE CHARGING STATIONS AND CONSIDERATION OF RESOLUTION NO. 18-03 ADOPTING A REVISED FEE SCHEDULE FOR PLAN CHECK FEE FOR EXPEDITED PERMITTING OF ELECTRIC VEHICLE CHARGING STATIONS.

SUMMARY

Recently adopted state Assembly Bill (AB) 1236 requires cities to develop a streamlined process to expedite the approval of permits to install electric vehicle charging stations.

STAFF RECOMMENDATION

Staff recommends that the City Council, introduce, waive reading in full, and authorize reading by title only of Ordinance No. 1395 amending Title 15 of the Buildings and Construction Code to add Chapter 15.62 – Electric Vehicle Charging Stations, and to approve Resolution No. 18-03 establishing a plan check fee based on the recovery of costs of reviewing plans for expedited permitting of electric vehicle charging stations.

ALTERNATIVES

1. The City Council can adopt Ordinance 1395 amending Title 15 of the Buildings and Construction Code establishing Chapter 15.62 – Electric Vehicle Charging Stations and approve Resolution No. 18-03 establishing a plan check fee.
2. The City Council can adopt Ordinance 1395 with revisions and approve Resolution No. 18-03 establishing a plan check fee.

3. The City Council can continue the matter and provide direction to staff.

FINANCIAL REVIEW / SOURCE OF FUNDING

Staff time was incurred in the preparation of the report and draft ordinance, however, adopting the ordinance may increase electric vehicle charging station permit applications potentially increasing electrical permit revenues. Staff time enforcing the ordinance will be recovered through the existing electrical permit fee and establishment of a plan check fee for the review of electrical charging stations by the building official.

BACKGROUND

In 2015, the State of California adopted Assembly Bill 1236 (codified as Government Code Section 65850.7) requiring local jurisdictions with a population less than 200,000 residents to adopt an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations on or before September 30, 2017. An electric vehicle charging station is any level of electric vehicle supply equipment station which delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

AB 1236 encourages installation of electric vehicle charging stations by establishing permit processing requirements for jurisdictions; the law implements consistent statewide standards for timely and cost-effective installation of electric vehicle charging stations. The bill also requires that cities adopt a checklist of requirements to qualify a permit application for a charging station to be eligible for expedited review, as well as establishing a process for electronic submittal of permit applications.

In developing the ordinance and checklist, cities may refer to the guidelines contained in the “Zero-Emission Vehicles in California: Community Readiness Guidebook” of the Governor’s Office of Planning and Research, including the “Plug-In Electric Vehicle Infrastructure Permitting Checklist”; the ordinance and checklist attached herein were drafted in accordance with these guidelines. The checklist requires the permit applicant to check the features of the existing electrical service such as rating in amperes, system voltage, connected or calculated load, spare capacity in amperes, voltage and ampere rating of the electric vehicle supply equipment, circuit rating of the electric vehicle supply equipment, location of the electric vehicle supply equipment, if ventilation is/ or not required, and clearances of the charging equipment to comply with all applicable building and fire safety laws. The checklist also assists the applicant in confirming that the location of the electric vehicle supply equipment will comply with any vehicle clearance requirements in the city’s Zoning Ordinance.

Regarding the expedited permit approval process, AB 1236 establishes the following requirements:

- A city must administratively approve an application for the installation of electric vehicle charging stations, which are “any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the Electrical Code and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.”
- A city must limit application review to the building official’s review of whether the proposed installation meets all health and safety requirements of local, state, and federal law.
- A city must limit requirements of local law to those standards and regulations “necessary to ensure that the electric vehicle charging station will not have a specific, adverse impact upon the public health or safety.
- If the city official makes a finding, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact on public health or safety, the city may require the applicant to apply for a use permit. A “specific, adverse impact” means “a significant, quantifiable, direct, and unavoidable impact” based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
- A city “may not deny an applicant’s request for a use permit to install an electric vehicle charging station unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. These findings must also show why “potential feasible alternatives of preventing the adverse impact” were rejected.
- An applicant may appeal the decision requiring a use permit or the denial of a use permit to the planning commission.
- Any conditions imposed on an application to install an electric vehicle charging station shall be designed to mitigate the specific, adverse impact upon the public health or safety at the lowest cost possible.
- Electric vehicle charging stations must meet health and safety standards and requirements imposed by state and local permitting authorities and the safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

COST RECOVERY ANALYSIS

The City Council will need to establish a plan check fee based on the fully burdened cost for reviewing plans for expedited permitting of electrical vehicle charging stations and establish an administrative fee for processing the application. The current electrical permit fee applies which includes building inspection services.

The following table estimates the fully burdened cost for administrative services.

SCHEDULE OF FEES						
Personnel	Service Provided	Fully Burdened Hourly Rate	Processing Time	Current Fee	Proposed Fee FY 17-18	Unit
Building and Safety						
Building Official	Plan Check	\$216	30 minutes	0	\$108	each
Building Inspector	Electrical Permit/ Inspection	Permit Revenue	30 minutes	\$221	\$221	each
Administrative Fee						
Cashier	Intake	\$124	10 minutes	0	\$20	each

The proposed fee for Electric Vehicle Charging Stations is \$128.

ENVIRONMENTAL (CEQA)

The adoption of this Ordinance will not have a significant effect on the environment. This Ordinance is therefore exempt from California Environmental Quality Act (CEQA) review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations. City Council further finds that in accordance with CEQA Guidelines section 15268, 15308, and 15378, the adoption of this amendment to the Municipal Code is exempt from CEQA provisions because such actions are administrative in nature.

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 and 65091 including publication of a notice of public hearing in the local adjudicated newspaper. Notice of the hearing was also published on the City’s website at www.cityofsierramadre.com. Copies of this report are available at the City Hall public counter, on the City of Sierra Madre website, and the Sierra Madre Public Library.

Attachments:

Attachment A:	City Council Ordinance No. 1395
Attachment B:	City Council Resolution No. 18-03
Attachment C:	Checklist
Attachment D:	State Assembly Bill 1236

ATTACHMENT A

ORDINANCE NO. 1395

AN ORDINANCE OF THE CITY OF SIERRA MADRE, CALIFORNIA ADDING CHAPTER 15.62 (ELECTRIC VEHICLE CHARGING STATIONS) TO TITLE 15 (BUILDINGS AND CONSTRUCTION)

WHEREAS, the State of California adopted Assembly Bill (AB) 1236, which requires local governments to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging stations; and,

WHEREAS, the City seeks to adopt an ordinance that complies with AB 1236 (Chapter 598, Statutes 2015, Cal. Gov't Code § 65850.7) while protecting public health and safety.

NOW THEREFORE, the City Council of the City of Sierra Madre hereby ordains as follows:

Section 1. Amend Title 15 of the Sierra Madre Municipal Code, adding Chapter 15.62 – Electric Vehicle Charging Stations, to read as follows:

Chapter 15.62 ELECTRIC VEHICLE CHARGING STATIONS

Sections:

15.62.005 Short Title.

15.62.010 Purpose and Intent.

15.62.020 Definitions.

15.62.030 Applicability.

15.62.040 Electric Vehicle Charging Station Requirements.

15.62.050 Application Requirements.

15.62.060 Permit Compliance Review.

15.62.070 Fees.

15.62.005 Short Title.

This Ordinance shall be known as the “Electric Vehicle Charging Station Ordinance”.

15.62.010 Purpose and Intent. The purpose of the City of Sierra Madre Electric Vehicle Charging Station requirement is:

To adopt an ordinance in compliance with Assembly Bill 1236 (Chapter 598, Statutes 2015, Cal. Gov't Code § 65850.7) while protecting public health and safety.

15.62.020 Definitions.

“Director” means the Planning Director or her or his designee;

“Electric vehicle charging station(s)” or “charging stations(s)” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter or as it may be amended and/or renumbered thereafter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

“Electronic Submittal” means the utilization of one or more of the following:

1. Email;
2. The internet; and/or
3. Facsimile.

“Specific, Adverse Impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

15.62.030 Applicability.

- A. This Chapter applies to the permitting of all electric vehicle charging stations in the city.
- B. All electric vehicle charging stations shall require a permit issued in accordance with this Chapter. It shall be unlawful for any person to install, operate, or maintain an electric vehicle charging station without such a permit.
- C. Electric vehicle charging stations legally established or permitted prior to the effective date of this Chapter are not subject to the requirements of this Chapter unless physical modifications or alterations are undertaken that materially change the size, type, capacity, or components of a charging station. Routine operation and maintenance or like-kind replacements shall not require a permit.

15.62.040 Electric Vehicle Charging Station Requirements.

- A. All electric vehicle charging stations shall meet applicable federal, state, and city health and safety standards and requirements.
- B. All electric vehicle charging stations shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

15.62.050 Application Requirements.

- A. The Director shall adopt a checklist of all requirements with which the electric vehicle charging stations shall comply to be eligible for expedited review.
- B. Every application to the Director for the installation, alteration and replacement of an electric vehicle charging station shall be in the form provided by the Director, in writing, and contain the information set forth in the checklist and such other information as the Director may reasonably require to carry out the purpose of this

Chapter. The permit application, checklist, and required permitting documentation shall be available on the city's website.

- C. The applicant may submit the permit application and associated documentation by personal, mailed, or electronic submittal. The Director shall adopt requirements for the submittal of the permit application, associated application documentation, and fees. Personal, mailed, or electronic submittal of the permit application, associated application documentation, and fees shall conform to the requirements adopted by the Director. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature. In connection with each permit application, an applicant shall:
 - 1. Verify to the Director's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the electric vehicle charging station is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the ground; and
 - 2. At the applicant's cost, verify to the Director's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new electrical loads.
- D. If the Director determines an application for an electric vehicle charging station satisfies the requirements of this Chapter, the Director will deem the application complete. If the Director receives an incomplete application, the Director will issue a written correction notice to the applicant detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance. After the Director determines an application for an electric vehicle charging station is complete, the application will be processed in accordance with this Chapter.
- E. An application for an electric vehicle charging station that is not accompanied by the applicable fees shall be considered incomplete.

15.62.060 Permit Compliance Review.

- A. The Director shall adopt an administrative, nondiscretionary review process to expedite approval of permit applications for electric vehicle charging stations.
- B. Where an application meets local, State, and Federal health and safety requirements, the requirements of the checklist, and there are no specific, adverse impacts upon public health or safety — the building official shall complete the nondiscretionary permit approval process.
- C. The building official may require an applicant to apply for an electric vehicle charging station use permit if the building official finds, based on the initial application submittal, that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety. The building official's decision may be appealed to the planning commission in accordance with Chapter 17.60.
- D. If an electric vehicle charging station use permit is required, the building official may only deny an application for the electric vehicle charging station use permit if the

building official makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid the adverse impact. The findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. The building official's decision may be appealed to the planning commission in accordance with Chapter 17.60.

- E. If the building official issues an electric vehicle charging station use permit, the permit may include conditions designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost. A feasible method to satisfactorily mitigate or avoid the specific, adverse impact includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit.

15.62.070 Fees.

The city council shall establish by resolution the fees charged for applications and permits under this Chapter.

Section 2. CEQA. The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the meeting on the matter held by the City Council, and hereby determines that the adoption of this Ordinance will not have a significant effect on the environment. This Ordinance is therefore exempt from California Environmental Quality Act (CEQA) review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations. City Council further finds that in accordance with CEQA Guidelines section 15268, 15308, and 15378, the adoption of this amendment to the Municipal Code is exempt from CEQA provisions because such actions are administrative in nature.

Section 3. Severability. Continuation of Provisions. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance. The City Council of the City of Sierra Madre hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable. To the extent the provisions of the Sierra Madre Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 4. Inconsistencies. Any provision of the Sierra Madre Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect thirty days after final adoption.

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

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

Rachelle Arizmendi, Mayor

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

AYES:

NOES

ABSTAIN:

ABSENT:

ATTEST:

Melinda Carrillo, City Clerk

ATTACHMENT B

RESOLUTION 18-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE ADOPTING A REVISED SCHEDULE OF FEES FOR CITY PLAN CHECK FEES FOR EXPEDITED PERMITTING OF ELECTRIC VEHICLE CHARGING STATIONS FOR FISCAL YEAR 2017-2018.

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

WHEREAS, the City of Sierra Madre has conducted an analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIII-B of the California Constitution and limit the growth of taxes; and

WHEREAS, the City desires to establish a policy of recovering the full costs reasonably borne of providing special services of a voluntary and limited nature, such that general taxes are not diverted from general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, heretofore, the City Council adopted Ordinance No. 1058 on the 14th day of November, 1989 (SMMC Section 3.20.040 – Fees and charges schedule) establishing its policy as to the recovery of costs and more particularly the percentage of costs reasonably borne to be recovered from users of City services and directing staff as to the methodology for implementing said Ordinance; and

WHEREAS, notice of public hearing has been provided per Government Code Section 66016, oral and written presentations made and received, and the required public hearing held; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services need be adopted so that the City might carry into effect its policies; and

WHEREAS, it is the intention of the City Council to develop a revised schedule of fees and charges based on the City's budgeted and projected costs reasonably borne; and

WHEREAS, pursuant to California Government Code Section 66016 a general explanation of the hereinafter contained schedule of fees and charges has been noticed as required; and

WHEREAS, the proposed fees are in accordance with Article XIII-B of

the Constitution of the State of California; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Fee Schedule. The accompanying schedule of fees and charges are hereby incorporated into this resolution;

SECTION 2. Fee Schedule Adopted. The Accompanying schedule of fees and charges is hereby adopted and such fees and charges are to be applied by the various special services when provided by the City or its designated contractors. The City Council finds that each fee is calculated to return the City's cost in connection therewith and no more.

SECTION 3. Separate Fee for Each Process. All fees set by this Resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit of measurement basis the fee is for each identified unit or portion thereof within the indicated ranges of such units.

SECTION 4. Interpretations. This Resolution can be interpreted by several different department heads in consultation with the City Manager and, should there be a conflict between two fees, then the lower in dollar amount of the two shall be applied.

SECTION 5. Intentions. It is the intention of the City Council to review the fees and charges as determined and set out herein, based on the City's annual budget and all the City's costs reasonably borne as established at that time and, as and if warranted, to revise such fees and charges based thereon.

SECTION 6. If any portion of this Resolution is declared invalid or unconstitutional then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

SECTION 7. Repealer. All Resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

SECTION 8. Effective Date. This Resolution shall go into full force and effect when adopted, but shall be subject to the terms and conditions of the Sierra Madre Municipal Code.

SECTION 9. Certification. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this ____ day of January 2018.

ORIGINAL SIGNED

Rachelle Arizmendi, Mayor,
City of Sierra Madre, California

I hereby certify that the foregoing Resolution 18-03 was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the ___ day of _____ 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ORIGINAL SIGNED

Melinda Carrillo, City Clerk,
City of Sierra Madre, California

EXHIBIT A

SCHEDULE OF FEES	Unit	Current Fee	Proposed Fee FY 17-18
Administrative Fees			
Electric Vehicle Charging Station Plan Check Fee	Per hour	0	\$128
Electrical Permit Fee	each	\$221	\$221



City of Sierra Madre

Planning & Community Preservation Department

232 W. Sierra Madre Boulevard, Sierra Madre, CA 91024

phone 626.355.7138 fax 626.355.2251

RESIDENTIAL AND NON-RESIDENTIAL CHECKLIST FOR PERMITTING ELECTRIC VEHICLES AND ELECTRIC VEHICLE SERVICE EQUIPMENT (EVSE)

Please complete the following information related to permitting and installation of Electric Vehicle Service Equipment (EVSE) as a supplement to the application for a building permit. This checklist contains the technical aspects of EVSE installations and is intended to help expedite permitting and use for electric vehicle charging.

Upon this checklist being deemed complete, a permit shall be issued to the applicant. However, if it is determined that the installation might have a specific adverse impact on public health or safety, additional verification will be required before a permit can be issued.

This checklist substantially follows the "*Plug-In Electric Vehicle Infrastructure Permitting Checklist*" contained in the *Governor's Office of Planning and Research "Zero Emission Vehicles in California: Community Readiness Guidebook"* and is purposed to augment the guidebook's checklist. https://www.opr.ca.gov/docs/ZEV_Guidebook.pdf



**PLANNING AND COMMUNITY PRESERVATION DEPARTMENT
CHECK LIST FOR PERMITTING ELECTRIC VEHICLE SERVICE
EQUIPMENT (EVSE)**

Job Address:		Permit No.
<input type="checkbox"/> Single-Family	<input type="checkbox"/> Multi-Family (Apartment)	<input type="checkbox"/> Multi-Family (Condominium)
<input type="checkbox"/> Commercial (Single Business)	<input type="checkbox"/> Commercial (Multi-Businesses)	
<input type="checkbox"/> Mixed-Use	<input type="checkbox"/> Public Right-of-Way	
Location and Number of EVSE to be Installed:		
Garage _____ Parking Level(s) _____ Parking Lot _____ Street Curb _____		
Description of Work:		
Applicant Name:		
Applicant Phone & email:		
Contractor Name:		License Number & Type:
Contractor Phone & email:		
Owner Name:		
Owner Phone & email:		

EVSE Charging Level: <input type="checkbox"/> Level 1 (120V) <input type="checkbox"/> Level 2 (240V) <input type="checkbox"/> Level 3 (480V)	
Maximum Rating (Nameplate) of EV Service Equipment = _____ kW	
Voltage EVSE = _____ V	Manufacturer of EVSE:
Mounting of EVSE: <input type="checkbox"/> Wall Mount <input type="checkbox"/> Pole Pedestal Mount <input type="checkbox"/> Other _____	

System Voltage:

- 120/240V, 1 ϕ , 3W 120/208V, 3 ϕ , 4W 120/240V, 3 ϕ , 4W
 277/480V, 3 ϕ , 4W Other _____

Rating of Existing Main Electrical Service Equipment = _____ Amperes

Rating of Panel Supplying EVSE (if not directly from Main Service) = _____ Amps

Rating of Circuit for EVSE: _____ Amps / _____ Poles

AIC Rating of EVSE Circuit Breaker (if not Single Family, 400A) = _____ A.I.C.

(or verify with Inspector in field)

Specify Either Connected, Calculated or Documented Demand Load of Existing Panel:

• Connected Load of Existing Panel Supplying EVSE = _____ Amps

• Calculated Load of Existing Panel Supplying EVSE = _____ Amps

• Demand Load of Existing Panel or Service Supplying EVSE = _____ Amps
(Provide Demand Load Reading from Electric Utility)

Total Load (Existing plus EVSE Load) = _____ Amps

For Single Family Dwellings, if Existing Load is not known by any of the above methods, then the Calculated Load may be estimated using the "Single-Family Residential Permitting Application Example" in the Governor's Office of Planning and Research "Zero Emission Vehicles in California: Community Readiness Guidebook" <https://www.opr.ca.gov>

EVSE Rating _____ Amps x 1.25 = _____ Amps = Minimum

Ampacity of EVSE Conductor = # _____ AWG

For Single-Family: Size of Existing Service Conductors = # _____ AWG or kcmil

- or - : Size of Existing Feeder Conductor
Supplying EVSE Panel = # _____ AWG or kcmil

(or Verify with Inspector in field)

I hereby acknowledge that the information presented is a true and correct representation of existing conditions at the job site and that any causes for concern as to life-safety verifications may require further substantiation of information.

Signature of Permit Applicant: _____ Date: _____

ASSEMBLY BILL NO. 1236

CHAPTER 598

An act to add Section 65850.7 to the Government Code, relating to local ordinances.

[Approved by Governor October 08, 2015. Filed with Secretary of State
October 08, 2015.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1236, Chiu. Local ordinances: electric vehicle charging stations.

The Planning and Zoning Law, among other things, requires the legislative body of each county and city to adopt a general plan for the physical development of the county or city and authorizes the adoption and administration of zoning laws, ordinances, rules, and regulations by counties and cities. Existing law, the Electric Vehicle Charging Stations Open Access Act, prohibits the charging of a subscription fee on persons desiring to use an electric vehicle charging station, as defined, and prohibits a requirement for persons to obtain membership in any club, association, or organization as a condition of using the station, except as specified.

The bill would require a city, county, or city and county to approve an application for the installation of electric vehicle charging stations, as defined, through the issuance of specified permits unless the city or county makes specified written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The bill would provide for appeal of that decision to the planning commission, as specified. The bill would provide that the implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations is a matter of statewide concern. The bill would require electric vehicle charging stations to meet specified standards. The bill would require a city, county, or city and county with a population of 200,000 or more residents to adopt an ordinance, by September 30, 2016, that creates an expedited and streamlined permitting process for electric vehicle charging stations, as specified. The bill would require a city, county, or city and county with a population of less than 200,000 residents to adopt this ordinance by September 30, 2017. The bill would authorize the city, county, or city and county, in developing the ordinance, to refer to guidelines contained in a specified guidebook. The bill would also authorize the adoption of an ordinance that modifies the checklists and standards found in the guidebook due to unique conditions. By increasing the duties of local officials, this bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

DIGEST KEY

Vote: MAJORITY Appropriation: NO Fiscal Committee: YES Local Program: YES

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 65850.7 is added to the Government Code, to read:

65850.7.

(a) The Legislature finds and declares all of the following:

(1) The implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations is not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution, but is instead a matter of statewide concern.

(2) It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of electric vehicle charging stations and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install electric vehicle charging stations.

(3) It is the policy of the state to promote and encourage the use of electric vehicle charging stations and to limit obstacles to their use.

(4) It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of electric vehicle charging stations by removing obstacles to, and minimizing costs of, permitting for charging stations so long as the action does not supersede the building official's authority to identify and address higher priority life-safety situations.

(b) A city, county, or city and county shall administratively approve an application to install electric vehicle charging stations through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install an electric vehicle charging station shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the electric vehicle charging station will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city, county, or city and county makes a finding, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, the city, county, or city and county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install an electric vehicle charging station unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install an electric vehicle charging station shall be designed to mitigate the specific, adverse impact upon the public health or safety at the lowest cost possible.

(f) (1) An electric vehicle charging station shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) An electric vehicle charging station shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(g) (1) On or before September 30, 2016, every city, county, or city and county with a population of 200,000 or more residents, and, on or before September 30, 2017, every city, county, or city and county with a population of less than 200,000 residents, shall, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, adopt an ordinance, consistent with the goals and intent of this section, that creates an expedited, streamlined permitting process for electric vehicle charging stations. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, or city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. However, the city, county, or city and county may establish a process to prioritize competing applications for expedited permits. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance. An application submitted to a city, county, or city and county that owns and operates an electric utility shall demonstrate compliance with the utility's interconnection policies prior to approval.

(2) The checklist and required permitting documentation shall be published on a publicly accessible Internet Web site, if the city, county, or city and county has an Internet Web site, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature

on all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county may refer to the recommendations contained in the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Office of Planning and Research. A city, county, or city and county may adopt an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) A city, county, or city and county shall not condition approval for any electric vehicle charging station permit on the approval of an electric vehicle charging station by an association, as that term is defined in Section 4080 of the Civil Code.

(i) The following definitions shall apply to this section:

(1) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

(2) "Electronic submittal" means the utilization of one or more of the following:

(A) Email.

(B) The Internet.

(C) Facsimile.

(3) "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(4) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SEC. 2.

No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.



City of Sierra Madre Agenda Report

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

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

TO: Honorable Mayor Arizmendi and Members of the City Council

FROM: James Carlson, Management Analyst *JC*

REVIEWED BY: Gabriel Engeland, City Manager *GE*

DATE: January 9, 2018

SUBJECT: **ORDINANCE 1398 REAUTHORIZING THE CITY'S PUBLIC, EDUCATIONAL, AND GOVERNMENTAL (PEG) ACCESS SUPPORT FEE**

SUMMARY

The Digital Infrastructure and Video Competition Act ("DIVCA") authorizes the California Public Utilities Commission to grant State video franchises with a term of 10 years, and authorizes local jurisdictions to take certain actions, including to establish a fee by ordinance to be paid by holders of State video franchises operation in the jurisdiction to support public, educational, and government ("PEG") access. The provision of DIVCA authorizing localities to establish a PEG fee also includes language indicating that an ordinance establishing such a fee shall expire, and may be renewed, upon the expiration of a State video franchise. The statute is ambiguous and it is unclear to many California cities if it would require the reauthorization of the PEG fees.

As the 10 year State video franchises issued pursuant to DIVCA have recently begun to expire and be renewed, to the extent any action is required of the City of Sierra Madre under DIVCA, it is prudent and in the best interests of the City to reauthorize the attached Ordinance 1398 to ensure that State video franchise holders continue paying PEG fees. The attached ordinance provides for automatic reauthorizations of the PEG fees.

STAFF RECOMMENDATION

Staff recommends that the City Council introduce Ordinance 1398 reauthorizing fees paid to the City by State video franchise holders for public, educational, and government access purposes.

ALTERNATIVES

1. The City Council may introduce Ordinance 1398 reauthorizing fees paid to the City by State video franchise holders for public, educational, and government access purposes.
2. The City Council may direct staff to provide additional information and return consideration to a future meeting.

FINANCIAL REVIEW

The City receives approximately \$25,000 in PEG fees per year. The funds are relatively restricted, and are used to partially fund the Community Cable channel and its operations.

ANALYSIS

There are differing opinions on whether the reauthorization is necessary at this time. Staff has been in contact with the Cities of Arcadia and Glendale who have taken the reauthorization to their respective elected officials as a measure of caution. Staff has also consulted with the City Attorney who also feels it is a safe measure to take.

PUBLIC NOTICE PROCESS

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

Attachments (1)

Attachment A: Ordinance 1398 Reauthorizing the City's Public, Educational, and Governmental (PEG) Access Support Fee

ORDINANCE NO. 1398

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SIERRA MADRE, CALIFORNIA, REAUTHORIZING
THE CITY'S PUBLIC, EDUCATIONAL, AND
GOVERNMENTAL (PEG) ACCESS SUPPORT FEE.**

WHEREAS, Section 5870(n) of the Public Utilities Code, which was enacted as part of the Digital Infrastructure and Video Competition Act of 2006, authorized the City adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental access channel facilities; and

WHEREAS, under DIVCA, the City may continue to collect a franchise fee from State Franchise holders equal to five percent (5%) of their gross revenue, and the City also may collect a fee from State Franchise holders equal to two percent (2%) of their gross revenues provided the City imposes such a fee to support PEG access channel facilities by ordinance; and

WHEREAS, Section 5870(n) of the Public Utilities Code states that such an ordinance shall expire, and may be reauthorized, upon the expiration of a state franchise.

WHEREAS, a final Implementation Plan will be submitted for review and adoption by the Board of Directors of the LACCE Authority as soon after the formation fo the Authority is reasonably practicable; and

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

SECTION 1. The City Council hereby reauthorizes the fee on state-franchised video service providers to support public, educational, and governmental channel facilities and which fee shall remain unchanged and in full effect as to all state-franchised video service providers.

PASSED, APPROVED, AND ADOPTED ON this 9th day of January, 2018.

Rachelle Arizmendi, Mayor

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of Sierra Madre, California, at a regular meeting held on the 9th day of January, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Laura Aguilar, Assistant City Clerk



City of Sierra Madre Agenda Report

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

*Melinda Carrillo, City Clerk
Michael Amerio City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Mike Goth, Acting Fire Director *MG*

REVIEWED BY: Gabriel Engeland, City Manager *GE*

DATE: January 9, 2018

SUBJECT: **Consideration of Ordinance 1397-U Authorization to amend City Ordinance 1286 to include Red Flag Fire Weather Days as No Parking Days in Canyon Area**

SUMMARY

In 2008 the City Council adopted Ordinance 1286 amending section 10.52.030 of the Sierra Madre Municipal Code prohibiting on-street parking on certain streets on Yellow and Red Flag Alert days. The purpose of Ordinance 1286 is to protect the health, safety and welfare of the citizens of Sierra Madre through the regulation of on-street parking on certain City streets during days of extreme precipitation.

City staff recommends the Council amend Ordinance 1286 to include Red Flag Fire Weather days as designated "NO PARKING" days in the defined area of the Canyon. Since the ordinance already has a system in place to notify residents of "NO PARKING" days, which includes "NO PARKING" signs already posted and a flag system at the entrance to the Canyon area and at the Fire Station, this would be the most expedient way to address the parking issue in the Canyon area during designated Red Flag Fire Weather events.

STAFF RECOMMENDATION

Staff recommends that City Council adopt Ordinance 1397-U, amending Ordinance 1286 to include the definition of a Red Flag Fire Weather day and enforcement of NO PARKING in designated areas of the Canyon during these Red Flag Fire Weather Days. In order to allow for a quick response and for fire apparatus to have working room in the canyon, staff is recommending Council approve an amendment to Ordinance 1286.

ALTERNATIVES

1. The City Council can direct staff to make changes to the recommendations in the report and approve the attached Ordinance 1397-U, authorization to amend City Ordinance 1286 to include Red Flag Fire Weather Days as No Parking Days in Canyon Area
2. The City Council can continue the matter and request additional information from staff.

FINANCIAL REVIEW / SOURCE OF FUNDING

There is no financial impact to the City for the adoption of Ordinance 1397-U amending of Ordinance 1286.

ANALYSIS

During October of this year, numerous wild fires burned through towns in Northern California. These fire were devastating to communities they affected, including a large loss of life and property. While the cause of the fires is still being investigated, one key point continues to be spoken of and that is of fast response be fire agencies to keep the fire small. In the State of California, the mantra in regards to wildfires, is to get to them quickly and attempt to keep these fires at 10 acres or less, 90 percent of the time. But in order to do this, fire agencies and their fire apparatus need to have access to these fire areas.

In 2008, the City Council approved Ordinance 1286 which defined a plan to address potential debris flows in the canyon area after the Santa Anita Fire of that same year. Ordinance 1286 included an evacuation plan, a defined "No Parking" area on designated days and a flag system that advises residents of those designated "No Parking" days. City staff is recommending an amendment to Ordinance 1286 rather than creation of a new ordinance. This amendment would include the insertion of the following verbiage into Section A: "or Red Flag Fire Weather events". There would also be the inclusion of a new Section B, that would use the National Weather Service's definition of a Red Flag Fire Weather event. (See Attachment)

The canyon area of the City, as defined in Ordinance 1286, is from Sturtevant Drive North to the City limits. There are approximately 432 parcels, with a greater number of structures, within this defined area. Most of the streets in the canyon area are small and only allow for one-way traffic for passenger vehicles. This becomes a challenge to public safety personnel trying to respond to emergencies in the canyon, such as a wild fire, and additional delay in response if the Fire Department is trying to drive fire apparatus to an incident within the canyon area and residents are trying to drive out of the canyon. The average width of the streets in the canyon are 10 to 12 feet, with the average width of fire engine being 10 feet. Under the parameters of Ordinance 1286, some streets have no

Consideration of Ordinance 1397-U: Authorization to amend City Ordinance 1286 to include Red Flag Fire Weather Days as No Parking Days in Canyon Area
January 9, 2018
Page 3 of 3

parking allowed already, other streets allow parking but can become a NO PARKING area under the requirements of Ordinance 1286.

PUBLIC NOTICE PROCESS

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

Attachment(s):
Ordinance 1397-U

ORDINANCE NO. 1397-U

**URGENCY ORDINANCE OF THE CITY OF SIERRA MADRE, CALIFORNIA
AMENDING SECTION 10.52.030 OF THE SIERRA MADRE MUNICIPAL CODE
PROHIBITING ON-STREET PARKING ON CERTAIN STREETS ON YELLOW AND
RED FLAG ALERT DAYS**

WHEREAS, the April 2008 fires above Sierra Madre burned an extensive hillside and mountain area, eroding the natural vegetation and leaving the adjacent hillside residential areas especially vulnerable in the event of mud and debris slides during the rainy season;

WHEREAS, to ensure that public safety and public works vehicles can access those neighborhoods in a weather or debris-related emergency, the City Council enacted an ordinance to prohibit parking on designated streets during the activation of a yellow and red flag emergency notification system;

WHEREAS, the purpose of this ordinance is to protect the health, safety and welfare of the citizens of Sierra Madre through the regulation of on-street parking on certain City streets during days of extreme precipitation; and

WHEREAS, the City Council desires to add a Red Flag Fire Weather event to the hazards which trigger the yellow and red flag emergency notification system to ensure that public safety and other emergency vehicles can access those streets in a fire-related emergency and

WHEREAS, 2017 has been one of the worst fire seasons on record, due to a multi-year drought, followed by above-average rainfall in winter 2016/2017 which encouraged growth of brush; and

WHEREAS, the winter season in 2017/2018 has produced below-average rainfall and periods of high wind, which increases the fire danger, particularly for communities, such as Sierra Madre, which are located in or adjacent to foothills and forested areas; and

WHEREAS, Government Code Section 36937(b) authorizes the adoption of ordinances that take effect immediately for the purpose of preserving the public peace, health or safety, provided such ordinances are approved by four-fifths (4/5) vote of the City Council.

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

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

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

ORDINANCE NO. 1397-U

**URGENCY ORDINANCE OF THE CITY OF SIERRA MADRE, CALIFORNIA
AMENDING SECTION 10.52.030 OF THE SIERRA MADRE MUNICIPAL CODE
PROHIBITING ON-STREET PARKING ON CERTAIN STREETS ON YELLOW AND
RED FLAG ALERT DAYS**

WHEREAS, the April 2008 fires above Sierra Madre burned an extensive hillside and mountain area, eroding the natural vegetation and leaving the adjacent hillside residential areas especially vulnerable in the event of mud and debris slides during the rainy season;

WHEREAS, to ensure that public safety and public works vehicles can access those neighborhoods in a weather or debris-related emergency, the City Council enacted an ordinance to prohibit parking on designated streets during the activation of a yellow and red flag emergency notification system;

WHEREAS, the purpose of this ordinance is to protect the health, safety and welfare of the citizens of Sierra Madre through the regulation of on-street parking on certain City streets during days of extreme precipitation; and

WHEREAS, the City Council desires to add a Red Flag Fire Weather event to the hazards which trigger the yellow and red flag emergency notification system to ensure that public safety and other emergency vehicles can access those streets in a fire-related emergency and

WHEREAS, 2017 has been one of the worst fire seasons on record, due to a multi-year drought, followed by above-average rainfall in winter 2016/2017 which encouraged growth of brush; and

WHEREAS, the winter season in 2017/2018 has produced below-average rainfall and periods of high wind, which increases the fire danger, particularly for communities, such as Sierra Madre, which are located in or adjacent to foothills and forested areas; and

WHEREAS, Government Code Section 36937(b) authorizes the adoption of ordinances that take effect immediately for the purpose of preserving the public peace, health or safety, provided such ordinances are approved by four-fifths (4/5) vote of the City Council.

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

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

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

ATTACHMENT

A. Numerous wild fires have burned through towns in both Northern and Southern California during the fall and winter of 2017, and with below-average rainfall and periods of high wind, the fire season continues into 2018; and

B. In order to keep fires at 10 acres or less, 90% of the time, it is necessary to for fire agencies and their fire apparatus to have access to the fire areas to get to them quickly; and

C. In the canyon area of the City, as defined by Ordinance 1286, there are approximately 432 parcels, with a greater number of structures with many narrow streets with any average of only 10 to 12 feet, allowing only for one-way traffic for passenger vehicles where vehicles are also allowed to park; and

D. In order to protect the health, safety and welfare of the City, it is necessary to prohibit parking on such streets to enable fire apparatus to access the area as quickly as possible during Red Flag Fire Weather days, when fire danger is high; and

E. Given that the City is vulnerable to high fire danger during the current 2017/2018 winter season, it is necessary to enable the Fire Chief to declare a "Red Flag Fire Weather" event to authorize the installation of signs prohibiting on-street parking as needed. Accordingly, the adoption of this Urgency Ordinance is necessary to immediately preserve the public peace, health, and safety, pursuant to Government Code Section 36937(b).

SECTION 3. Chapter 10.52.030 is hereby amended to read:

10.52.030 PARKING PROHIBITIONS.

A. Whenever the Fire Department determines that on-street parking on any City street designated in subdivision (B) of this Section would create a hazard to life or property by interfering with emergency vehicle access and resident evacuation during any event of mud and debris flow or Red Flag Fire Weather event, the Fire Department is hereby authorized to install and maintain at that place signs giving notice that on-street parking is prohibited on a Yellow Flag Alert Day or Red Flag Alert Day. The Fire Department is further authorized to include notice, on any sign that prohibits on-street parking on Yellow Flag Alert Days or Red Flag Alert Days, that vehicles parked in violation of the sign may be removed at the owner's expense

B. For purposes of this Chapter, a "Red Flag Fire Weather event" means a fire-weather forecaster alert to limited weather conditions of particular importance that may result in extreme burning conditions, which may be issued during an on-going event or where the fire weather forecaster has a high degree of confidence that Red Flag criteria will occur within 24 hours of issuance. Red Flag criteria may occur whenever a geographical area has been in a dry spell for a week or two, or for a shorter period, if before spring green-up or after fall color, and the National Fire Danger Rating System (NFDRS) is high to extreme and the following forecast weather parameters are forecasted to be met:

ATTACHMENT

1. sustained wind average 15 mph or greater
2. relative humidity less than or equal to 25 percent and
3. temperature of greater than 75 degrees F.

Where applicable, dry lightning and unstable air are also criteria.

The Fire Chief or his or her designee is authorized to declare a Red Flag Weather event, Yellow Flag Alert or Red Flag Alert.

C. During a Yellow Flag Alert Day or a Red Flag Alert Day, it shall be unlawful, when authorized signs are in place giving notice, to park any vehicle on any of the following streets or portions thereof in violation of those posted signs:

- (1) Mount Wilson Trail;
- (2) Churchill Road;
- (3) Skyland Drive;
- (4) Fern Glen;
- (5) Fern Drive;
- (6) Idle Hour;
- (7) Canyon Crest Drive;
- (8) Orange Drive;
- (9) Woodland Drive;
- (10) Brookside Lane;
- (11) Sunnyside Lane;
- (12) Yucca Trail;
- (13) Holly Trail;
- (14) Sturtevant; and
- (15) Elm.

SECTION 4. California Environmental Quality Act. The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the City Council, and hereby determines that that the amendment to Section 10.52.030 regarding parking prohibitions will not have a significant effect on the environment and in fact constitute an action necessary to prevent or mitigate an emergency, and is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15269(c) of the California Code of Regulations; and

SECTION 5. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

SECTION 6. If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Ordinance or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not effect the validity of the remaining portions of this Ordinance or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the

ATTACHMENT

fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

SECTION 7. Publication and Effective Date. Upon adoption of this Urgency Ordinance by no less than four-fifths (4/5) vote of the Council, the Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in newspaper of general circulation within fifteen (15) days after its adoption. This Urgency Ordinance shall become effective immediately upon its adoption.

URGENCY ORDINANCE 1397U PASSED, APPROVED and ADOPTED this 9th day of January, 2018.

Rachelle Arizmendi, Mayor

ATTEST:

Laura Aguilar, Assistant City Clerk

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

URGENCY ORDINANCE No. 1397U PASSED, APPROVED, and ADOPTED this 9TH day of January, 2018.

I, Laura Aguilar, Assistant City Clerk of the City of Sierra Madre, do hereby certify that Urgency Ordinance No. 1397U was introduced at the regular meeting of the City Council on January 9, 2018, and was thereafter adopted and passed at that meeting, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT

I DO FURTHER CERTIFY that within 15 days of the date of its passage, I caused a copy of Ordinance 1397U to be published or posted as required by law in a locally adjudicated paper.

Laura Aguilar, Assistant City Clerk



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

Vacant, City Clerk
Michael Amerio, City Treasurer

City of Sierra Madre Agenda Report

TO: Honorable Mayor Arizmendi and Members of the City Council

FROM: Teresa Highsmith, City Attorney
Gabriel Engeland, City Manager 

DATE: January 9, 2018

SUBJECT: Resignation of Elected City Clerk Carrillo and Options for Providing Continuation of City Clerk Services

SUMMARY

The City Council has received notice from elected City Clerk Melinda Carrillo resigning, for personal reasons, effective January 5, 2018.

City Clerk Carrillo was elected in the April 2016 Municipal General Election to serve a four (4) year term. The resignation occurs 1 year and 8 months into the four-year term and leaves a vacancy.

ANALYSIS

City Clerk Carrillo was elected to City Clerk in April 2016 Municipal General Election to serve a four (4) year term and provided her letter of resignation effective January 5, 2018.

Government Code Section 36512(b) states "the Council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy." In the interim period (between Ms. Carrillo's resignation and the election or appointment of an Interim City Clerk), the City Council may authorize the Deputy City Clerk to provide all necessary duties and services, including designating the Deputy City Clerk as the elections official for the April 10, 2018 General Municipal Election.

1. Duties of the City Clerk.

The statutory duties of a City Clerk, whether elected or appointed, are set forth in Government Code Section 40801 through 40811, and are as follows:

- keep an accurate record of the proceedings of the legislative body
- act as the accounting officer of the city if no director of finance position has been established
- keep and record all city ordinances with the clerk's certificate annexed to each, which record, with the certificate, constitutes prima facie evidence of the contents of each ordinance and of its passage and publication and is admissible as such evidence in any court or proceedings
- act as the ex officio assessor, unless the council provides for the assessment and collection of city taxes by county officers or otherwise; and
- act as the custodian of the city seal

In addition to these statutory duties, the City may assign other duties to the City Clerk by ordinance. Pursuant to SMMC Title 2, Chapter 2.12, no additional duties have been assigned to the City Clerk.

Examples of other duties which are often assigned to a professional city clerk (e.g., city employee) include: preparation and posting of all regular and special agendas for the City Council; performing the duties of the elections official for conducting municipal elections; performing the duties imposed upon a city clerk by the Political Reform Act (e.g., bi-annual updating of the Conflict of Interest Code and distributing, collecting and filing annual 700 forms); keeping the municipal code current (e.g., adding new Ordinances and amendments to the municipal code); processing all Public Records Act requests; providing secretarial services, as needed, for the City Council; keeping all official records of the City until such records may be destroyed or reproduced and the original destroyed, in accordance with state law.

Presently these "other duties" are performed by the City Manager or the Assistant City Clerk, who are both City employees. Should the City Council desire to assign any of these "other duties" to the elected or appointed Interim City Clerk and consider additional compensation for such duties, it will be necessary to first adopt an Ordinance to amend Chapter 2.12.

2. Special Election for Candidate to Serve Unexpired Term.

Government Code Section 36512(b)(2) states that "the City Council may call an election to fill the vacancy, to be held on the next regularly established election date not less than 114 days after the call."

The 114 day period does not provide sufficient time to allow for submission of nomination papers for the position of City Clerk in time for the April 10, 2018 General Municipal

Election. The next opportunity for the City to call a Special Election for City Clerk would be to consolidate with the June 5, 2018 election or the November 6, 2018 election.

Preliminary cost estimates for election services from Los Angeles County Registrar-Recorder/County Clerk's Office are \$25,000 for a Special Election on June 5, 2018. The cost for ballot printing and other election-related services from Martin and Chapman are also about \$25,000. The costs for polling places, poll workers, and costs associated with election-day expenses are about \$5,000. It is estimated that a Special Election, even where consolidated with other elections, would cost the City approximately \$55,000.

3. Appointment of Resident for Remainder of Current City Clerk Term.

Government Code Section 36512(b) also provides the City Council with the option of appointing an interim City Clerk to serve the remainder of the vacant term, until April, 2020. The Council may only appoint an elector of the City (e.g., a City resident and registered voter). The decision to appoint must be made within 60 days of the commencement of the vacancy. Should the Council determine to appoint a City elector to serve out the unexpired term of Ms. Carrillo's vacated office, it may take applications from persons interested in the office, similar to the procedure used to appoint City Commissioners.

ALTERNATIVES

The City Council has several options available for consideration regarding filling the vacancy of the City Clerk. The Council may:

- 1) Call a Special Election for the office of the City Clerk on June 5, 2018, to serve until April 7, 2020. The cost for a Special Election would cost the City approximately \$55,000 from General Fund Reserves.
- 2) Call a Special Election for the office of City Clerk on November 6, 2018. The cost for a Special Election would cost the City approximately \$55,000 from General Fund Reserves.
- 3) Appoint an elector of the City of Sierra Madre to the position of Interim City Clerk for the remaining term until April 7, 2020 and direct the City Manager to publish applications for the Interim City Clerk position on the City's webpage.

FINANCIAL REVIEW

It is anticipated the cost for the Special Election would be \$55,000. If the Council chooses to hold a Special Election for the City Clerk, it is recommended that the City Council authorize expenditures from General Fund Reserves to pay for all Special Election-related costs.

RECOMMENDATION

It is recommended that the City Council appoint the Assistant City Clerk as the Elections Official for the April 10, 2018 General Municipal Election and as the provider of all

necessary duties of the City Clerk, pending election or appointment of an Interim City Clerk.

It is further recommended that Council provide direction regarding the Special Election of a City Clerk or appointment of an Interim City Clerk to serve until April 7, 2020 and identify the services required of the City Clerk in advance of such special election or appointment.

PUBLIC NOTICE PROCESS

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

Attachments (1)

Election Cost Estimate from Los Angeles County Registrar Recorder/County Clerk

REGISTRAR-RECORDER/COUNTY CLERK
COUNTY OF LOS ANGELES

ELECTION COST ESTIMATE CALCULATOR
JUNE 2018 PRIMARY ELECTION COST ESTIMATE

	Fee Description	Fee	Estimating Factor		Enter Your Estimating Factors*		Estimated Cost
1	ELECTION PREPARATION	\$ 7,595.3119	PER JURISDICTION	(1)		1	\$ 7,595.31
						RV Excluding VBM	
2	ELECTION OPERATIONS	\$ 2.2969	NUMBER OF REGISTERED VOTERS (RV)	(2)	8,057	4,473	\$ 10,274.03
3	VOTE-BY-MAIL PROCESSING	\$ 0.9956	NUMBER OF PERMANENT VBM VOTERS	(3)	3,584		\$ 3,568.23
4	SAMPLE BALLOT PROCESSING AND PRINTING						
4 a	Office(s)/Seat(s)	\$ 0.0087	NUMBER OF OFFICES OR SEATS	(4a)	1	4,473	\$ 38.92
4 b	Measure(s)	\$ 0.0087	NUMBER OF MEASURES	(4b)	-	4,473	\$ -
4 c	Measure Text	\$ 0.0350	TOTAL NUMBER OF TEXT PAGES FOR ALL MEASURES 8 text pages per measure is recommended if unknown (e.g. 5 measures: 5 X 8 = 40 pages)	(4c)	-	4,473	\$ -
5	CANDIDATE FILING AND CAMPAIGN FINANCE	\$ 987.8324	NUMBER OF CANDIDATES FILED THROUGH RR/CC 4 candidates per office is recommended if unknown (e.g. 2 offices: 2 X 4 = 8 candidates)	(5)	4		\$ 3,951.33

ESTIMATED ELECTION COST	\$ 25,000.00
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* For the estimating factors' column:	
1.	Do not Change
2.	Enter the number of registered voters (including permanent VBM) for your jurisdiction
3.	Enter the number of permanent VBM voters for your jurisdiction
4a.	Enter the number of offices
4b.	Enter the number of measures
4c.	Enter the number of ballot text pages for the measures
5.	Enter the number of candidates filing through RR/CC

Please note:

For cost estimates that involve At Large contests AND council district/trustee area/division contests, separate estimates are to be calculated for the At Large contests and each council district/trustee area/division. Please note that the Election Preparation fee should only be included once for this type of calculation, regardless of the number of council districts/trustee areas/divisions. For assistance in calculating district/trustee area/division cost estimates, please contact our Election Billing team at electionbilling@rrcc.lacounty.gov.