

CITY COUNCIL

MEETING AGENDA PACKET

Tuesday, January 21, 2025
5:30 pm



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

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

AGENDA

SPECIAL MEETING – CLOSED SESSION SIERRA MADRE CITY COUNCIL

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

Sue Spears, City Treasurer

Tuesday, January 21, 2025
4:30 PM

Sierra Madre City Hall
232 W. Sierra Madre Boulevard
Sierra Madre, California 91024



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

CODE OF CONDUCT

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

CLOSED SESSION

CALL TO ORDER

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

PUBLIC COMMENT

Regarding Closed Session Items

CLOSED SESSION

RECESS TO CLOSED SESSION REGARDING:

- 1. PUBLIC EMPLOYEE DISCIPLINE/ DISMISSAL/ RELEASE (G.C. 54957)**
- 2. CONFERENCE WITH LEGAL COUNSEL; EXISTING LITIGATION (G.C. 54956.9(d)(1))**

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the City in the litigation.

**Case Name: Protect Sierra Madre v. City of Sierra Madre et al.
Case No.: 24STCP01652**

- 3. CONFERENCE WITH LEGAL COUNSEL; INITIATION OF LITIGATION (G.C. 54956.9(d)(4))**

Number of cases: 1

- 4. THREAT TO PUBLIC SERVICES OR FACILITIES (G.C. 54957)**

Consultation with: Fire Chief Brent Bartlett and Police Chief Gustavo Barrientos

ACTION ITEMS

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

AVAILABILITY OF AGENDA MATERIALS

Materials related to items on this agenda are available for public inspection on the City's website at www.cityofsierramadre.com.

MEETING ASSISTANCE

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

ADJOURNMENT

The City Council will adjourn to a Regular meeting to take place on January 21, 2025.

**AGENDA
SPECIAL MEETING
SIERRA MADRE CITY COUNCIL**

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

Sue Spears, City Treasurer

**Tuesday, January 21, 2025
5:30 pm**

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



**THIS MEETING WILL BE CONDUCTED IN COMPLIANCE WITH THE MOST
CURRENT LOS ANGELES COUNTY PUBLIC HEALTH OFFICER'S ORDER**

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

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

CODE OF CONDUCT

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CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

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

PLEDGE OF ALLEGIANCE AND INSPIRATION

Mayor Pro Tem Kristine Lowe

APPROVAL OF MEETING AGENDA

Vote of the City Council to proceed with City business.

COUNCIL REPORT OUT FROM CLOSED SESSION

Report of any action taken in closed session from the January 21, 2024, Special Meeting

APPROVAL FOR READING RESOLUTIONS AND ORDINANCES

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

APPROVAL OF MEETING MINUTES

Approval of December 10, 2024, City Council Regular meeting minutes

Approval of January 9, 2025, City Council Special Meeting

MAYOR AND CITY COUNCIL REPORTS

Reporting of Council Members' activities related to City business.

PUBLIC PARTICIPATION CODE OF CONDUCT

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

PUBLIC COMMENT

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

Providing Public Comment For Items on the Meeting Agenda

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

Provide Public Comment for Topics not on the Meeting Agenda

Time shall be devoted to provide public comments for items not on the agenda. Under the Brown Act, 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.

Providing Public Comment

1. Any person wishing to provide public comment is asked to complete a comment card. Please include your name and address. Each speaker will be limited to up to three continuous minutes, which may not be delegated or deferred.

2. The City provides a podium for public comment. Comments addressed to the Council shall occur during the appropriate time on the agenda and should not be construed as an opportunity for dialogue. Each speaker will be limited to three continuous minutes, which may not be delegated or deferred.

PRESENTATIONS

EATON FIRE UPDATE

INTRODUCTION OF THE NEW POLICE DEPARTMENT STAFF MEMBERS

ACTION ITEMS

CONSENT

a) **CONSIDERATION OF RESOLUTION 25-01 APPROVING CERTAIN DEMANDS**

It is recommended that the City Council approve Resolution 25-01 approving payment of Ratified City Warrants in the aggregate amount of \$326,921.49; Ratified Sierra Madre Library Warrants in the aggregate amount of \$18,666.94; and Ratified Payroll Transfer in the aggregate amount of \$1,200,510.03; for the fiscal year ending June 30, 2025.

b) **CONSIDERATION OF RESOLUTION 25-02 APPROVING CERTAIN DEMANDS**

It is recommended that the City Council approve Resolution 25-02 approving payment of City Warrants in the aggregate amount of \$840,474.22, Sierra Madre Library Warrants in the aggregate amount of \$295.00, and Payroll Transfer in the aggregate amount of \$575,901.75; for the fiscal year ending June 30, 2025.

c) **CONSIDERATION TO AWARD CONSULTING SERVICES CONTRACT FOR FURNITURE, FIXTURES, AND EQUIPMENT SERVICES FOR THE LIBRARY MEANINGFUL IMPROVEMENT PROJECT TO TSK ARCHITECTS**

It is recommended that the City Council award a Consulting Services Contract to TSK Architects in an amount not to exceed \$25,000.00 to oversee the programming/meetings, selection, quoting, ordering, delivery, installation, and final walk-throughs of furniture, fixtures, and equipment for the Library Meaningful Improvement Project.

d) **CONSIDERATION TO SIGN A LETTER OF SUPPORT FOR THE CITY OF ARCADIA'S APPLICATION FOR THE CALTRANS SUSTAINABLE TRANSPORTATION PLANNING GRANT**

It is recommended that the City Council approve and authorize the City Mayor to sign a letter of support endorsing the City of Arcadia's application for the Caltrans Sustainable Transportation Planning Grant to support their Active Transportation Plan (ATP).

e) FINAL SUBDIVISION MAP APPROVAL FOR PARCEL MAP NO. 83267, A LOT SUBDIVISION AT 91 E. ORANGE GROVE AVE.

It is recommended that the City Council review and approve the final subdivision map for Parcel Map No. 83267 and authorize the City Clerk to certify Parcel Map No. 83267.

f) CONSIDERATION OF RESOLUTION 25-04 AMENDING RESOLUTION 23-21 FOR THE PURPOSE OF EXTENDING THE EXPIRATION DATE OF A CONDITIONALLY APPROVED TENTATIVE PARCEL MAP FOR A CONDOMINIUM PROJECT LOCATED AT 182 SOUTH BALDWIN AVENUE IN SIERRA MADRE

It is recommended that the City Council adopt Resolution 25-04 approving a twenty-four month time extension of the tentative parcel map approval for Parcel Map No. 83920.

g) CONSIDERATION RESOLUTION 25-03 TERMINATING THE CITY OF SIERRA MADRE'S PARTICIPATION IN THE MEMORANDUM OF UNDERSTANDING AND WITHDRAWING FROM THE 5-CITIES ALLIANCE REGARDING THE PROPOSED 710 FREEWAY EXTENSION.

It is recommended that the City Council adopt Resolution 25-03 terminating its participation in the Memorandum of Understanding and withdrawing from the 5-Cities Alliance regarding the proposed 710 freeway extension.

h) CONSIDERATION OF APPROVING AMENDMENT NO. 1 EXTENSION OF SERVICES FOR THE PROFESSIONAL AGREEMENT FOR LANDSCAPE SERVICES TO MERCHANTS LANDSCAPE SERVICES, INC. IN THE AMOUNT NOT TO EXCEED \$125,100 FOR THE REMAINDER OF FISCAL YEAR 2024/2025

It is recommended that the City Council approve amendment No. 1 extending landscaping services to Merchants Landscaping Services, Inc. in an amount not to exceed \$125,100 for the remainder of fiscal year 2024/2025

i) CONSIDERATION OF APPROVING AMENDMENT No. 1 EXTENSION OF SERVICES FOR THE PROFESSIONAL SERVICES AGREEMENT FOR EXTERMINATION SERVICES TO EXTREME PEST CONTROL, IN THE AMOUNT NOT TO EXCEED \$6000 FOR THE REMAINDER OF THE FISCAL YEAR 2024/25.

It is recommended that the City Council approve amendment No. 1 extending pest control services to Extreme Pest Control in an amount not to exceed \$6,000 for the remainder of the fiscal year 2024/2025

j) CONSIDERATION OF RESOLUTION NO. 25-08 TO ACQUIRE THE RIGHT-OF-WAY FOR THE OFFSITE IMPROVEMENT OF CARTER AVENUE FROM THE COUNTY OF LOS ANGELES

It is recommended that the City Council adopt Resolution 25-08 to acquire the right-of-way for the offsite improvement of Carter Avenue from the County of Los Angeles and to determine that the acquisition is exempt from CEQA under 14 CCR 15182(c).

PUBLIC HEARING

1. CONSIDERATION OF RESOLUTION 25-05 AUTHORIZING THE ALLOCATION OF FY 2025-2026 CDBG FUNDS TO CONTINUE THE SENIOR MINOR HOME REHABILITATION PROGRAM

It is recommended that the City Council open a Public Hearing, receive testimony and consider adoption of Resolution 25-05 authorizing the allocation of Fiscal Year 2025-2026 Community Block Grant Funds and prior year's unallocated funds to the Senior Minor Home Rehabilitation Program.

2. CONSIDERATION OF ORDINANCE 1476 ESTABLISHING ADMINISTRATIVE REMEDIES PROCEDURE FOR CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS

It is recommended that the City Council open a Public Hearing, receive testimony and consider read the first reading of Ordinance 1476, by title only, establishing an administrative remedies procedure for challenges to fees, charges, and assessments.

DISCUSSION

1. CITY COUNCIL LIAISON APPOINTMENTS AND CONSIDERATION OF RESOLUTIONS 25-03, 25-04, AND 25-05 RELATING TO APPOINTMENTS TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, LEAGUE OF CALIFORNIA CITIES, SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS, AND THE LOS ANGELES COUNTY SANITATION DISTRICT

Staff recommends that the City Council approve City Council liaisons and/or voting delegates to serve on various boards, commissions, and associations. It is also recommended that the City Council approve Resolution 25-03 designating a Voting Delegate and Alternate Voting Delegate to the San Gabriel Valley Council of Governments; Resolution 25-04 designating a Voting Delegate and Alternate Voting Delegate to League of California Cities; and Resolution 25-05 designating a Voting Delegate and Alternate Voting Delegate to Southern California Association of Governments.

2. CONSIDERATION OF RESOLUTION NO. 25-06 ESTABLISHING A LEGISLATIVE ADVOCACY POLICY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE POLICY POSITIONS ON PENDING LEGISLATION OR REGULATION

Staff recommends the City Council consider adoption of Resolution No. 25-06 establishing a legislative advocacy policy and authorizing the City Manager or designee to take policy positions on pending legislation or regulation.

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. These rules will be enforced but may be changed by appropriate City Council action.

AVAILABILITY OF AGENDA MATERIALS

Materials related to items on this agenda are available for public inspection on the City's website at www.cityofsierramadre.com.

LIVE BROADCASTS

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

MEETING ASSISTANCE

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

ADJOURNMENT

The City Council will adjourn to a meeting to take place on January 28, 2025.



City of Sierra Madre Agenda Report

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

Sue Spears, City Treasurer

TO: Mayor and City Council
FROM: Anthony Rainey, Finance Director
REVIEWED BY: Jose Reynoso, City Manager
DATE: January 21, 2025
SUBJECT: **APPROVAL OF RATIFIED WARRANTS FOR PAYMENT**

STAFF RECOMMENDATION

Staff recommends the City Council approve payment of the following:

- **Ratified City Warrants:** \$326,921.49
- **Ratified Sierra Madre Library Warrants:** \$18,666.94
- **Ratified Payroll Transfer:** \$1,200,510.03

ALTERNATIVES

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

SUMMARY

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

ANALYSIS

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

accountability, and compliance in financial transactions involving public funds.

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

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

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

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

1. **Packet:** Refers to a batch of payment transactions processed together, often linked to a specific date or approval cycle.
2. **Vendor Set:** Identifies the category or group of vendors (e.g., utilities, general, or project-specific).
3. **Vendor Number:** A unique identifier assigned to each vendor for tracking and referencing purposes.
4. **Vendor Name:** The name of the individual or organization receiving the payment.
5. **Bank Code:** A code representing the bank account from which the payment is drawn.
6. **Payment Type:** Specifies the method of payment, such as check, electronic funds transfer (EFT), or wire transfer.
7. **Invoice #:** The unique number associated with the vendor's invoice, serving as a reference for the payment.
8. **Invoice Description:** A brief summary of the goods or services rendered, as described on the invoice.

9. **Account Number:** The City's general ledger account charged for the payment, structured as follows:
- a. **Fund Code:** (e.g., **72000**) Identifies the fund, such as the General Fund.
 - b. **Department Code:** (e.g., **81200**) Indicates the responsible department, such as Public Works.
 - c. **Object Code:** (e.g., **52200**) Specifies the type of expenditure, such as contractual services.
10. **Distribution Amount:** The amount allocated to a specific account, showing how the payment is distributed across budget line items.

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

CONSISTENCY WITH GENERAL PLAN

Not applicable.

FINANCIAL REVIEW/SOURCE OF FUNDING

The payments presented for ratification have been made in accordance with the City's approved budget for the fiscal year. All expenditures are charged to their respective funds and accounts as outlined in the City's financial plan. The warrants, library payments, and payroll transfers were funded from the General Fund, Special Revenue Funds, and other designated funding sources, ensuring compliance with budgetary allocations and authorized spending limits. No unbudgeted or unauthorized expenses are included in this report.

ENVIRONMENTAL (CEQA)

Not applicable.

PUBLIC NOTICE PROCESS

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

Attachments

Resolution 25-01

RESOLUTION NUMBER 25-01

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

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

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

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

WHEREAS, the audited December 24, 2024 demands were released to vendors in accordance with City Council action item E on the October 8, 2024 Council meeting; 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 \$326,921.49; Sierra Madre Library Warrants in the aggregate amount of \$18,666.94; and Payroll Transfer in the aggregate amount of \$1,200,510.03 for the fiscal year ending June 30, 2025

APPROVED AND ADOPTED this 14th day of January 14, 2025.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 25-01 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 14th day of January 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Sierra Madre, California

**City of Sierra Madre
Department of Finance
Warrant Register Recap - Ratified
City Council Meeting of January 14, 2025**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

Ratified City of Sierra Madre Warrants	\$326,921.49
Ratified Sierra Madre Library Warrants.....	\$18,666.94
Ratified Payroll Transfer.....	\$1,200,510.03

Warrant Register Post Date 12/24/24

Attachment 1A

Fiscal Year	Description	Amount	Page #
FY24/25	General Warrants	\$237,020.94	1-5
FY24/25	General Manual Warrant	\$27,167.43	6-12
FY24/25	General Utility Bills	\$15,533.26	13
FY24/25	General Manual Bills	\$47,199.86	14
	Total	\$326,921.49	

FY24/25	Library Warrants	\$17,318.54	15
FY24/25	Library Manual Warrants	\$1,348.40	16
	Total	\$18,666.94	

Pay Date:			
12/5/2024	Payroll #25	\$549,604.96	
12/19/2024	Payroll #26	\$650,905.07	
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
	Total	\$1,200,510.03	



Packet: APPKT07793 - GEN 12/24/24
Vendor Set: 01 - Vendor Set 01

Check Date: 12/24/2024

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Vendor Total
							Distribution Amount
<u>VEN03814</u>	AIR SOURCE INDUSTRIES						91.65
	APBWEST	Check		<u>00936539</u>	OXYGEN	10000.64000.53300	91.65
<u>0433</u>	ALLSTAR FIRE EQUIPMENT, INC.						874.00
	APBWEST	Check		<u>258105</u>	FY 24/25 Suppression and EMS Safety Equipmen	10000.61000.53300	180.81
				<u>258674</u>	FY 24/25 Suppression and EMS Safety Equipmen	10000.61000.53300	375.40
				<u>260780</u>	FY 24/25 Suppression and EMS Safety Equipmen	10000.61000.53300	317.79
<u>VEN03454</u>	AMAZON CAPITAL SERVICES						9,491.92
	APBWEST	Check		<u>11YG-XD3W-QHMJ</u>	MISC SUPPLIES 11/11/24 - 11/24/24	10000.70000.53999	11.01
						37006.72000.53999	36.37
				<u>13TG-4TY1-R61G</u>	MISC SUPPLIES 11/11/24 - 11/24/24	10000.70000.53999	418.70
				<u>14ND-YD6Q-4NXJ</u>	MISC SUPPLIES CREDIT	37006.72000.53999	-55.07
				<u>17HQ-XVFH-49QP</u>	MISC SUPPLIES 10/28/24 - 11/10/24	10000.70000.53999	46.92
				<u>1GVD-XKCL-6GGV</u>	MISC SUPPLIES 10/28/24 - 11/10/24	10000.79004.53999	59.51
				<u>1KP7-HPWV-1YRF</u>	MISC SUPPLIES 11/25/24 - 12/8/24	10000.70000.53100	30.30
						10000.70000.53999	198.44
				<u>1KQL-J3GJ-74W6</u>	MISC SUPPLIES 11/25/24 - 12/8/24	10000.61000.52302	19.88
						10000.61000.53300	710.95
				<u>1LVF-VRR6-7XH9</u>	BPO - IT SUPPLIES	60003.30000.53103	7,139.11
				<u>1XMN-XTGY-QT4J</u>	MISC SUPPLIES 11/11/24 - 11/24/24	10000.61000.52302	389.76
						10000.61000.53100	131.20
				<u>1XMR-RNJJ-6YQR</u>	MISC SUPPLIES 11/25/24 - 12/8/24	10000.50000.53103	354.84
<u>VEN04248</u>	AMY HSU						43.82
	APBWEST	Check		<u>INV039591</u>	REIMB: AFSS CONFERENCE - FUEL EXPENSE	10000.61000.53402	43.82
<u>1550</u>	ARCADIA SMOG TEST ONLY INC						50.00
	APBWEST	Check		<u>42922</u>	SMOG TEST/ #5109	60000.83100.53208	50.00
<u>VEN04026</u>	ARCADIA TIRES						20.00
	APBWEST	Check		<u>INV039592</u>	VEHICLE MAINT/ #7095	60000.83100.53208	20.00
<u>1662</u>	ARNOLD'S FRONTIER HARDWARE - CS						20.89
	APBWEST	Check		<u>114296</u>	MISC. SUPPLIES	10000.70000.53100	20.89
<u>1552</u>	ARNOLD'S FRONTIER HARDWARE - Fire						44.73
	APBWEST	Check		<u>114091</u>	MISC. SUPPLIES	10000.61000.53204	17.63
				<u>114130</u>	MISC. SUPPLIES	10000.61000.53204	9.47
				<u>114311</u>	MISC. SUPPLIES	10000.61000.53204	17.63
<u>1553</u>	ARNOLD'S FRONTIER HARDWARE - Police						36.33
	APBWEST	Check		<u>114210</u>	MISC. SUPPLIES	10000.50000.53999	36.33
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE - PW						229.16
	APBWEST	Check		<u>114085</u>	FY 24/25 MAINTENANCE SUPPLIES	60001.83200.53200	16.53
				<u>114113</u>	FY 24/25 MAINTENANCE SUPPLIES	60001.83200.53200	49.57
				<u>114122</u>	FY 24/25 MAINTENANCE SUPPLIES	60001.83200.53200	31.84
				<u>114181</u>	FY 24/25 MAINTENANCE SUPPLIES	60001.83200.53200	4.39
				<u>114185</u>	FY 24/25 MAINTENANCE SUPPLIES	60001.83200.53200	17.62
				<u>114199</u>	FY 24/25 MAINTENANCE SUPPLIES	60001.83200.53200	58.33
				<u>114211</u>	FY 24/25 MAINTENANCE SUPPLIES	60002.30000.53999	6.60
				<u>114227</u>	FY 24/25 MAINTENANCE SUPPLIES	60001.83200.53200	4.40
				<u>114230</u>	FY 24/25 WATER DEPARTMENT SUPPLIES	71000.81100.53200	30.16
				<u>114232</u>	FY 24/25 MAINTENANCE SUPPLIES	60001.83200.53200	5.16
				<u>114285</u>	FY 24/25 MAINTENANCE SUPPLIES	10000.11000.53999	4.56
<u>VEN04445</u>	ARNULFO YANEZ						705.58
	APBWEST	Check		<u>INV039659</u>	TRAVEL REIMB: UC BERKELEY CTR CONFERENCE	10000.82000.53402	705.58
<u>VEN03905</u>	BLUE CROSS OF CALIFORNIA						253.80
	APBWEST	Check		<u>INV039593</u>	RE: 24066319 EMS REFUND	10000.64000.47029	253.80
<u>1200</u>	BLUE DIAMOND MATERIALS						1,233.31
	APBWEST	Check		<u>3674066</u>	MAINT. SUPPLIES - COLD MIX	71000.81100.53206	290.18
				<u>3861558</u>	MAINT. SUPPLIES - SHEET ASPHALT	71000.81100.53206	137.09

Vendor Number	Vendor Name				Vendor Total	
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	
1130	APBWEST	Check	<u>3902022</u>	MAINT. SUPPLIES	71000.81100.53206	806.04
			BROADCAST MUSIC INC			6.74
	APBWEST	Check	<u>55598659</u>	ANNUAL LICENSE FEE (DIFF INV#54653114)	10000.70000.53999	6.74
	<u>VEN04381</u>		CHRISTOPHER EDMONDSON			30.65
	APBWEST	Check	<u>INV039594</u>	REIMB: MOTOR OIL	10000.61000.52302	30.65
	<u>VEN04378</u>		CORNERSTONE LAND SURVEYING INC			6,000.00
	APBWEST	Check	<u>24-164</u>	LAND SURVEYING SERVICES - LIBRARY PROJECT	29005.90000.56010	3,000.00
				39010.80000.56010		3,000.00
	<u>0190</u>		DECCO AWARDS			876.02
	APBWEST	Check	<u>24-14851</u>	WALNUT WHITE PLATES	60002.31100.53102	25.00
			<u>24-14922</u>	PLAQUE/PLATES	10000.11000.53999	851.02
	<u>VEN03272</u>		DEPT OF HEALTH CARE SERVICES			8,237.83
	AP EFT WEST	Electronic Funds Transfer	<u>INV039606</u>	2025 #1 GEMT QUALITY ASSURANCE FEE	10000.64000.52001	8,237.83
	<u>VEN03180</u>		DICKS AUTO SUPPLY			577.14
	APBWEST	Check	<u>226810</u>	FY 24/25 AUTOPARTS	60000.83100.53208	55.46
			<u>227076</u>	FY 24/25 AUTO PARTS	60000.83100.53208	521.68
	<u>VEN04105</u>		DR. ANGELICA LOZA-GOMEZ M.D., PC.			992.00
	APBWEST	Check	<u>29</u>	Medical Director Services NOV 2024	10000.64000.52200	992.00
	<u>0196</u>		DUNN EDWARDS CORPORATION			178.88
	APBWEST	Check	<u>2026A55244</u>	MISC. SUPPLIES	10000.83500.53206	178.88
	<u>VEN04281</u>		ENVISION FORD LINCOLN OF DUARTE			383.75
	APBWEST	Check	<u>105227</u>	VEHICLE MAINT #5107	60000.83100.53208	326.98
			<u>105349</u>	VEHICLE MAINT #2094	60000.83100.53208	56.77
	<u>VEN01708</u>		EXSTREEM PEST CONTROL			735.00
	APBWEST	Check	<u>30620</u>	MONTHLY SERVICE FOR PEST CONTROL DEC 202	60000.83100.52200	735.00
	<u>VEN04122</u>		FAITH FIRE EXTINGUISHER & SAFETY EQUIPMENT			1,626.78
	APBWEST	Check	<u>11776</u>	FIRE EXTINGUISHER INSPECTIONS	60001.83200.52200	1,626.78
	<u>1455</u>		FIRST TRANSIT INC			30,770.56
	APBWEST	Check	<u>55827 0724 SM</u>	JULY 2024 DIAL A RIDE SERVICE	37004.80000.52203	15,374.09
			<u>55827 0824 SM</u>	AUG 2024 DIAL A RIDE SERVICE	37004.80000.52203	15,396.47
	<u>1639</u>		GMS ELEVATOR SERVICES INC			100.00
	APBWEST	Check	<u>122908</u>	MONTHLY SERVICE	60001.83200.52200	100.00
	<u>VEN01969</u>		INLAND EMPIRE STAGES			1,656.68
	APBWEST	Check	<u>63132</u>	COMMUNITY EXCURSION	37004.70000.52200	1,656.68
	<u>0937</u>		INTERSTATE BATTERY SYSTEM OF			341.99
	APBWEST	Check	<u>39201</u>	BATTERY 5112	60000.83100.53208	169.52
			<u>39213</u>	BATTERY 5105	60000.83100.53208	172.47
	<u>VEN01011</u>		I-WATER INFRAMAP			2,000.00
	APBWEST	Check	<u>10050</u>	ANNUAL MAINT.-INFRAMAP 3/1/25 - 3/1/26	71000.81100.52200	2,000.00
	<u>VEN04367</u>		JLM ENVIRONMENTAL			350.00
	APBWEST	Check	<u>JL39540</u>	ASBESTOS INSPECTION 440 W. SIERRA MADRE B	29005.90000.56010	175.00
				39010.80000.56010		175.00
	<u>VEN03424</u>		JOHNSON INVESTIGATIONS			1,200.00
	APBWEST	Check	<u>2024-42</u>	Background Investigation	60007.70101.52100	1,200.00
	<u>VEN04411</u>		KOSMONT COMPANIES			1,300.00
	APBWEST	Check	<u>2407.5-005</u>	ECON DEV ADVISORY SERVICES 11/1/24 - 11/30	10000.30000.53000	1,300.00
	<u>1622</u>		LA CO DEPT OF PUBLIC HEALTH			851.00
	APBWEST	Check	<u>INV039596</u>	ACC#AR0238476 BACKFLOW ASSEMBLY 24/25	71000.81100.52001	148.00
			<u>INV039597</u>	ACC#AR0262147 BACKFLOW ASSEMBLY 24/25	71000.81100.52001	37.00
			<u>INV039598</u>	ACC#AR0262148 BACKFLOW ASSEMBLY 24/25	71000.81100.52001	37.00
			<u>INV039599</u>	ACC#AR0262149 BACKFLOW ASSEMBLY 24/25	71000.81100.52001	296.00
			<u>INV039600</u>	ACC#AR0262150 BACKFLOW ASSEMBLY 24/25	71000.81100.52001	185.00
			<u>INV039601</u>	ACC#AR0262151 BACKFLOW ASSEMBLY 24/25	71000.81100.52001	37.00
			<u>INV039602</u>	ACC#AR0262152 BACKFLOW ASSEMBLY 24/25	71000.81100.52001	37.00
			<u>INV039603</u>	ACC#AR0262153 BACKFLOW ASSEMBLY 24/25	71000.81100.52001	37.00
			<u>INV039604</u>	ACC#AR0262154 BACKFLOW ASSEMBLY 24/25	71000.81100.52001	37.00
	<u>0515</u>		LANDSCAPE WAREHOUSE			118.33
	APBWEST	Check	<u>2788045</u>	FY 24/25 MAINTANCE SUPPLIES	60001.83200.53200	118.33
	<u>VEN04103</u>		LEXISNEXIS RISK SOLUTIONS			200.00
	APBWEST	Check	<u>1300053342</u>	NOV 2024 LE Investigative and Analysis system	10000.50000.52200	200.00
	<u>0640</u>		LIFE-ASSIST INC.			3,057.65

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
APBWEST	Check	<u>1530480</u>	FY 24/25 EMS Medical Supplies	10000.64000.53300	7.31
		<u>1531351</u>	FY 24/25 EMS Medical Supplies	10000.64000.53300	3,050.34
VEN04443	LUIS MIGUEL HUERTA				86.00
APBWEST	Check	<u>INV039605</u>	REIMB: DOUBLE CHARGE BL #48555	10000.00000.43002	86.00
VEN03258	MAJOR TOM INC				2,600.00
APBWEST	Check	<u>1433</u>	ELECTRICAL OUTLET INSTALLATION - PD	60001.83200.52200	2,600.00
VEN04444	MANCILLA'S QUALITY PRINTING LLC				292.60
APBWEST	Check	<u>16459</u>	OFFICE SUPPLIES - RUBBER STAMPS	10000.40000.53100	292.60
VEN02976	MEDICO PROFESSIONAL LINEN SERVICE				211.25
APBWEST	Check	<u>21073514</u>	MEDICO WASTE SERVICES	10000.64000.53300	70.50
		<u>21105756</u>	MEDICO WASTE SERVICES	10000.64000.53300	70.33
		<u>21121839</u>	MEDICO WASTE SERVICES	10000.64000.53300	70.42
VEN04434	MOBILE ILLUMINATION INC				4,516.00
APBWEST	Check	<u>2024.233.1</u>	HOLIDAY LIGHTING - KERSTING CT.	32012.83000.53200	4,516.00
VEN03488	MUNICIPAL EMERGENCY SERVICES INC				169.23
APBWEST	Check	<u>IN2165640</u>	FY 24/25 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	169.23
1608	MUNICIPAL MAINTENANCE EQUIP IN				5,663.71
APBWEST	Check	<u>023092</u>	MISC. SUPPLIES - CREDIT	72000.81200.52302	-337.20
		<u>026645</u>	SEWER TRUCK REPAIR	60000.83100.53208	5,851.85
		<u>027352</u>	MISC SUPPLIES	60000.83100.53208	149.06
1402	NFPA				225.00
APBWEST	Check	<u>BB5-2491-NT-S</u>	ANNUAL PROFESSIONAL RATE	10000.61000.53409	225.00
VEN04200	NIKO MOBILE CARWASH				440.00
APBWEST	Check	<u>152832</u>	PD CAR WASH 12/5/24	10000.50000.52200	440.00
VEN03105	NORTHWEST EXCAVATING INC				12,675.00
APBWEST	Check	<u>M10775</u>	10/10/24 - 10/21/24 ANNUAL BASIN MAINTENA	71000.81100.52303	12,675.00
VEN04007	OCCUPATIONAL HEALTH CENTERS OF CA				45.00
APBWEST	Check	<u>85166778</u>	PRE-EMPLOYMENT	60007.70101.52106	45.00
0786	OFFICE DEPOT, INC				528.84
APBWEST	Check	<u>398829065001</u>	OFFICE SUPPLIES	10000.50000.53100	217.18
		<u>398855055001</u>	OFFICE SUPPLIES	10000.50000.53100	154.01
		<u>398855572001</u>	OFFICE SUPPLIES	10000.50000.53100	40.04
		<u>400840565001</u>	OFFICE SUPPLIES	10000.40000.53100	30.57
				60002.31100.53100	87.04
0321	PARKHOUSE TIRE, INC.				3,085.18
APBWEST	Check	<u>1011003318</u>	TIRE REPLACEMENT ENGINE 41	60000.83100.53208	3,085.18
0323	PASADENA HUMANE SOCIETY				9,133.14
APBWEST	Check	<u>DEC2024CtySM</u>	DEC 2024 Animal Control Services	10000.50000.52004	4,566.57
		<u>OCT2024CtySM</u>	OCT 2024 Animal Control Services	10000.50000.52004	4,566.57
VEN04338	PETTY CASH FUND-FD				167.02
APBWEST	Check	<u>INV039660</u>	FIRE PREVENTION FESTIVAL - SUPPLIES	10000.61000.53999	11.56
		<u>INV039661</u>	CHRISTMAS DECORATION SUPPLIES	10000.61000.53100	58.53
		<u>INV039662</u>	CHRISTMAS DECORATION SUPPLIES	10000.61000.53100	96.93
VEN03227	PRIME ELECTRIC WHOLESale				522.52
APBWEST	Check	<u>S1511057.001</u>	MATERIALS FOR ELECTRICAL REPAIRS	60001.83200.52301	522.52
VEN04373	PROJECTDOG INC				1,650.00
APBWEST	Check	<u>22154</u>	865373 WOODLAND DRV WATER MAIN REPLACI	71000.81100.56011	750.00
		<u>22204</u>	865761 2024 SIERRA VISTA PARK PICKLEBALL CO	60000.83100.52200	450.00
		<u>22206</u>	865766 ARCHT. DESIGN & ENGIN. SERV	60000.83100.52200	450.00
0338	PRUDENTIAL OVERALL SUPPLY				406.32
APBWEST	Check	<u>52843694</u>	FY 24/25 UNIFORM SUPPLY	60001.83200.53303	135.44
		<u>52845511</u>	FY 24/25 UNIFORM SUPPLY	60001.83200.53303	135.44
		<u>52847270</u>	FY 24/25 UNIFORM SUPPLY	60001.83200.53303	135.44
0360	QUINN COMPANY				2,218.78
APBWEST	Check	<u>WQ810266753</u>	REPAIRS TO LOADER	60000.83100.53208	2,218.78
VEN04165	R&A TANK TECHNOLOGIES LLC				3,920.00
APBWEST	Check	<u>1105-2143</u>	ANNUAL CERTIFICATION AND REPAIRS - GAS TAN	60001.83200.52200	3,755.00
		<u>1211-2029</u>	DEC 2024 MONTHLY INSPECTION	60001.83200.52200	165.00
VEN02937	RCI IMAGE SYSTEMS				621.30
APBWEST	Check	<u>77588</u>	FY 24-25 DOCUMENT SCANNING SERVICES	10000.40000.52200	300.00
		<u>77601</u>	FY 24-25 DOCUMENT SCANNING SERVICES	10000.40000.52200	321.30

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>1485</u>	RED SUPPLY INC				67.85
APBWEST	Check	<u>SO-12413</u>	MAINT SUPPLIES	60001.83200.53200	67.85
<u>0346</u>	RED WING SHOES				2,232.68
APBWEST	Check	<u>20241210014862</u>	FY 24/25 PW AND UTILITIES WORK BOOTS	60001.83200.53303	2,232.68
<u>VEN02718</u>	ROADLINE PRODUCTS INC				996.39
APBWEST	Check	<u>20735</u>	MAINTENANCE SUPPLIES: PAINT	10000.83500.53206	996.39
<u>VEN01670</u>	ROGERS, ANDERSON, MALODY & SCOTT, LLP				7,700.00
APBWEST	Check	<u>76447</u>	PROG. BILLING #3 FY 2024	60002.30000.52100	7,700.00
<u>VEN04432</u>	ROJAS COMMUNICATIONS GROUP				12,000.00
APBWEST	Check	<u>202443</u>	Measure PS Community Outreach	10000.30000.53000	12,000.00
<u>1443</u>	SHRED-IT USA LLC				461.52
APBWEST	Check	<u>8009214585</u>	NOV 2024 Document shredding service	10000.50000.52200	461.52
<u>VEN01726</u>	SIERRA CHRYSLER				1,222.15
APBWEST	Check	<u>CHCS48310</u>	VEHICLE MAINT. VIN#3C7WRKBL0MG538737	60000.83100.52100	1,222.15
<u>VEN03199</u>	SO CAL MAILING SERVICES				9,168.14
APBWEST	Check	<u>63986</u>	NOV 2024 Water Bills/Mailing Service	71000.32000.53101	2,322.11
		<u>63987</u>	DEC 2024 Water Bills/Mailing Services	71000.32000.53101	2,185.03
		<u>63988</u>	ENVELOPE PRINTING (7/2024 - 7/2025)	71000.32000.53101	4,661.00
<u>1368</u>	SWANK MOTION PICTURES INC				1,160.00
APBWEST	Check	<u>RG 3800342</u>	MOVIES IN THE PARK 12/6/24	10000.79008.52999	580.00
		<u>RG 3811583</u>	MOVIES IN THE PARK 12/20/24	10000.79008.52999	580.00
<u>1588</u>	SWRCB				3,945.00
APBWEST	Check	<u>WD-0280371</u>	WATER PERMIT FEE 7/1/24 - 6/30/25 INDEX #62	10000.11000.53999	3,945.00
<u>VEN04446</u>	TED SAMS				287.00
APBWEST	Check	<u>2004158.001</u>	REFUND: HPH RENTAL PERMIT	10000.00000.47023	287.00
<u>VEN04256</u>	TRUEPOINT SOLUTIONS LLC				453.75
APBWEST	Check	<u>SI-001753</u>	NOV 2024 PSA ONLINE PERMITTING PLATFORM	40000.83500.56009	453.75
<u>VEN04209</u>	TSK ARCHITECTS				13,992.00
APBWEST	Check	<u>23-025.00-17</u>	ARCHITECTURAL & ENGINEERING - LIBRARY PRO	29007.90000.56010	13,992.00
<u>VEN01721</u>	ULINE				4,181.18
APBWEST	Check	<u>185303164</u>	BARRICADE PURCHASE	10000.83500.53206	3,663.35
		<u>185358472</u>	BARRICADE PURCHASE	10000.83500.53206	1,359.39
		<u>185510529</u>	BARRICADE PURCHASE - CREDIT	10000.83500.53206	-900.00
		<u>185635277</u>	BARRICADE PURCHASE	10000.83500.53206	58.44
<u>0410</u>	UNDERGROUND SERVICE ALERT				71.05
APBWEST	Check	<u>1120240686</u>	FY 24/25 UNDERGROUND ALERTS	71000.81100.52200	71.05
<u>VEN04227</u>	UNITED RENTALS				835.12
APBWEST	Check	<u>241155206-001</u>	EQUIP. RENTAL	60007.70100.52200	835.12
<u>1243</u>	USA BLUEBOOK				533.85
APBWEST	Check	<u>INV00548703</u>	MAINT. SUPPLIES	72000.81200.53205	533.85
<u>VEN02702</u>	VITAL MEDICAL SERVICES LLC				5,791.00
APBWEST	Check	<u>4057</u>	DEC 2022 SM EVIDENTIARY BLOOD COLLECTION	10000.50000.52107	313.00
		<u>4246</u>	AUG 2023 SM EVIDENT. BLD. COLL.-PRE/POST BC	10000.50000.52107	1,380.00
		<u>4347</u>	DEC 2023 SM EVIDENT. BLD. COLL.	10000.50000.52107	326.00
		<u>4366</u>	JAN 2024 SM EVIDENT. BLD. COLL.-PRE/POST BO	10000.50000.52107	1,016.00
		<u>4400</u>	MAR 2024 SM EVIDENT. BLD. COLL.-PRE/POST B	10000.50000.52107	1,380.00
		<u>4419</u>	APR 2024 SM EVIDENT. BLD. COLL.	10000.50000.52107	326.00
		<u>4493</u>	AUG 2024 SM EVIDENT. BLD. COLL.	10000.50000.52107	337.00
		<u>4544</u>	NOV 2024 PRE/POST BOOKING	10000.50000.52107	713.00
<u>0158</u>	VULCAN MATERIALS COMPANY				588.97
APBWEST	Check	<u>2282177</u>	COLD MIX	10000.83500.53206	552.41
		<u>501082</u>	COLD MIX - FINANCE CHARGE	10000.83500.53206	36.56
<u>VEN03472</u>	WEST & ASSOCIATES ENGINEERING INC				17,800.00
APBWEST	Check	<u>1024.07.03</u>	WOODLAND WATER MAIN ENGIN. PART 1 (1TO3	71000.81100.52100	7,150.00
		<u>1024.09.02</u>	WOODLAND WATER MAIN ENGIN. PART 1(1&3)	71000.81100.52100	10,650.00
<u>0574</u>	WEST COAST ARBORISTS, INC.				17,520.00
APBWEST	Check	<u>1-10390</u>	FY 24/25 ARBORIST CONTRACT 8/27/24	38004.83300.52200	6,000.00
		<u>222226</u>	FY 24/25 ARBORIST CONTRACT 11/18/24 - 11/1	38004.83300.52200	11,520.00
<u>0426</u>	WESTERN WATER WORKS				7,001.30
APBWEST	Check	<u>1260910-00</u>	FY 24/25 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	841.21
		<u>1262045-00</u>	FY 24/25 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	4,331.06

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
APBWEST	Check	<u>1262052-00</u>	FY 24/25 WATER DISTRIBUTION SUPPLIES - CREE	71000.81100.53200	-3,820.39	
		<u>1263220-00</u>	FY 24/25 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	5,106.78	
		<u>1263633-00</u>	FY 24/25 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	542.64	
<u>0425</u>	WILLDAN ASSOCIATES					2,067.00
APBWEST	Check	<u>00714303</u>	OCT 2024 CDBG GRANT FOR MHRP PROGRAM	38002.83200.52100	2,067.00	
<u>1053</u>	WITTMAN ENTERPRISES, LLC					3,081.91
APBWEST	Check	<u>2411056</u>	NOV 2024 EMS Billing Services	10000.64000.52200	3,081.91	
Report Total:						237,020.94



Packet: APPKT07776 - GEN BOA MAN 12/24/24
Vendor Set: 01 - Vendor Set 01

Check Date: 12/12/2024

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
0823	BANK OF AMERICA				20,963.77
APBWEST	Check	INV039430	HA - GTA TRAINING - KENNER	10000.50000.52005	643.75
		INV039431	HA - 2025 EMPLOYMENT LAW CONF; HOTEL DEF	10000.50000.52005	359.63
		INV039432	HA - GRANT FINDER	10000.50000.52200	45.00
		INV039434	HA - CA POLICE CHIEF ASSO. CONF; TRANSP. FEE	10000.50000.53999	39.00
		INV039435	HA - CA POLICE CHIEF ASSO. CONF; TRANSP. FEE	10000.50000.53999	13.12
		INV039436	HA - CA POLICE CHIEF ASSO MEAL TICKET; AMO;	10000.50000.53402	50.00
		INV039437	HA - CA POLICE CHIEF ASSO. CONF; TRANSP. FEE	10000.50000.53999	23.77
		INV039439	HA - CA POLICE CHIEF ASSO. CONF; TRANSP. FEE	10000.50000.53999	19.83
		INV039440	HA - CA POLICE CHIEF ASSO. CONF; TRANSP. FEE	10000.50000.53999	30.70
		INV039441	HA - CA POLICE CHIEF ASSO. CONF; TRANSP. FEE	10000.50000.53999	33.22
		INV039442	HA - CA POLICE CHIEF ASSO. CONF; TRANSP. FEE	10000.50000.53999	35.99
		INV039443	HA - CA POLICE CHIEF ASSO MEAL FEE; AMOS	10000.50000.53999	8.40
		INV039444	HA - CA POLICE CHIEF ASSO MEAL FEE; AMOS	10000.50000.53999	19.00
		INV039446	HA - CA POLICE CHIEF ASSO LODGING; AMOS	10000.50000.53999	1,316.04
		INV039447	HA - BEHAVIOR ANALYSIS TRAINING; TURNER	10000.50000.52005	138.00
		INV039448	HA - MONTHLY SUBSCRIPTION - ADOBE	10000.50000.52200	19.99
		INV039449	HA - DEPT. SUPERVISOR MEETING; LUNCH	10000.50000.53999	36.70
		INV039450	HA - FASTRAK VIOLATION; AMOS	10000.50000.53999	10.75
		INV039451	HA - FASTRAK VIOLATION; AMOS	10000.50000.53999	10.50
		INV039452	HA - POST TRAINING CLASS; SURAPUTRA	10000.50000.52200	1,060.40
		INV039453	HA - POST TRAINING CLASS; TURNER	10000.50000.52200	1,060.40
		INV039454	HA - DISPATCHER'S TRAINING CLASS;	10000.50000.52205	125.00
		INV039455	HA - CA POLICE CHIEF ASSO. CONF; TRANSP. FEE	10000.50000.53999	31.88
		INV039456	GB - DISPATCHER TRAINING; BUTLER	10000.50000.52005	38.00
		INV039457	GB - DISPATCHER TRAINING; TORRES	10000.50000.52005	38.00
		INV039458	GB - DEPARTMENT EVENT; MEAL	10000.50000.53999	20.50
		INV039459	GB - DEPARTMENT EVENT; WATER	10000.50000.53999	7.19
		INV039460	GB - DEPARTMENT EVENT; COFFEE	10000.50000.53999	22.00
		INV039461	GB - INTERVIEW PANEL; MEAL	10000.50000.53999	91.56
		INV039463	GB - DISPATCHER TRAINING; TICKETS	10000.50000.52205	67.70
		INV039464	GB - RESERVE OFFICER PLAQUES	10000.50000.53306	322.67
		INV039465	GB - LA CHIEF'S CONFERENCE; BARRIENTOS	10000.50000.53402	1,112.82
		INV039466	BB - FIRE PREVENTION FESTIVAL; PETTING ZOO	10000.61000.53999	450.00
		INV039467	BB - CONFERENCE PARKING	10000.61000.53402	20.00
		INV039468	BB - OPEN AI - MONTHLY SUB. WEB SERVICE	10000.61000.53409	20.00
		INV039469	BB - CANVA - DEPT. HOLIDAYS CARDS	10000.61000.53102	50.00
		INV039470	BB - CANVA - THANK YOU CARDS	10000.61000.53102	33.50
		INV039471	BB - STORAGE FOR FD MASTER PLAN	10000.61000.53409	11.99
		INV039472	BB - SWIFT WATER RESCUE TRAINING; EQUIP	10000.61000.53300	219.80
		INV039473	BB - FIRE PREVENTION FESTIVAL; AD	10000.61000.53999	56.58
		INV039474	BB - GRAMMARLY TYPING ASSISTANCE	10000.61000.53409	30.00
		INV039475	RM - READERS FOR CITY MANAGER	60002.30000.53999	36.37
		INV039476	RM - CITY COUNCIL SUPPLIES	10000.11000.53999	45.10
		INV039477	RM - CITY MANAGER; CAR WASH FEE	60002.30000.53999	25.03
		INV039478	OM - STARLINK - ROAM UNLIMITED 10/14/24 - 1	60003.30000.52200	165.00
		INV039480	OM - CHATGPT TEAM SUB. 10/15/24 - 8/22/25	60003.30000.52200	774.42
		INV039481	OM - NETWORK SOLUTIONS	60003.30000.52200	4.99
		INV039482	OM - ZOOM WORKPLACE BUSN. ANNUAL 10/8/;	60003.30000.52200	66.75
		INV039483	OM - STARLINK 2TB SUB. 11/8/24 - 12/8/24	60003.30000.52200	500.00
		INV039484	OM - OPTISIGNS ANNUAL SUB. 11/8/24 - 11/8/2	60003.30000.52200	486.00
		INV039487	OM - GRAMMARLY 12-MONTH SUB	60003.30000.52200	900.00
		INV039488	OM - CANVA TAX INVOICE	60003.30000.52200	15.00
		INV039508	JR - LEAGUE OF CA CITIES CONF.; LYFT FEE	60002.30000.53402	12.72

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APBWEST	Check	INV039509	JR - LEAGUE OF CA CITIES CONF.: LYFT FEE	60002.30000.53402	13.87
		INV039510	JR - LEAGUE OF CA CITIES CONF.: HOTEL	60002.30000.53402	605.42
		INV039511	JR - LEAGUE OF CA CITIES CONF.: LYFT FEE	10000.00000.48999	92.99
		INV039512	JR - LEAGUE OF CA CITIES CONF.: LYFT FEE	10000.00000.48999	29.65
		INV039514	JR - LEAGUE OF CA CITIES CONF.: LYFT FEE	10000.00000.48999	36.47
		INV039515	JR - LEAGUE OF CA CITIES CONF.: LYFT FEE	10000.00000.48999	49.91
		INV039516	JR - LEAGUE OF CA CITIES CONF.: LYFT FEE	10000.00000.48999	22.79
		INV039517	JR - JUDY CHU OFFICE REP MEETING: COFFEE	60002.30000.53999	24.40
		INV039518	TT - SENIOR BINGO OCT: DESSERT	37006.72000.53999	53.92
		INV039519	TT - HALLOWEEN HAPPENINGS: DECORATION SUPPLIES	10000.79004.53999	19.51
		INV039520	TT - STAFF MEETING: DRINKS	10000.70000.53999	34.45
		INV039521	TT - OCT BIRTHDAY: CAKE & ICE CREAM	37006.72000.53999	19.98
		INV039522	TT - HALLOWEEN SOCIAL: SUPPLIES	37006.72000.53999	116.72
		INV039523	TT - HALLOWEEN SOCIAL: DRINKS	37006.72000.53999	210.48
		INV039524	TT - HALLOWEEN SOCIAL: ICE	37006.72000.53999	12.21
		INV039525	TT - L.A. COUNTY HEALTH PERMIT	10000.79004.53999	358.00
		INV039526	TT - L.A. COUNTY HEALTH PERMIT: SERVICE FEE	10000.79004.53999	7.95
		INV039527	TT - SENIOR HALLOWEEN SOCIAL - LUNCH	37006.72000.53999	54.85
		INV039528	TT - STAFF MEETING: DRINKS	10000.70000.53999	21.55
		INV039529	TT - HALLOWEEN HAPPENINGS DECOR	10000.79004.53999	30.87
		INV039530	TT - STAFF MEETINGS: DRINKS	10000.70000.53999	42.90
		INV039531	TT - HALLOWEEN HAPPENINGS: DECOR	37006.72000.53999	66.32
		INV039532	TT - STAFF MEETING: MEAL	10000.70000.53999	149.57
		INV039533	TT - HALLOWEEN HAPPENINGS: SUPPLIES	10000.79004.53999	55.13
		INV039534	TT - COMMUNITY EXCURSION: BOAT CHARTER FEE	10000.79003.52999	1,404.00
		INV039535	TT - STORAGE TUBS	10000.70000.53999	59.47
		INV039537	TT - STORAGE BIN	10000.70000.53999	44.06
		INV039538	TT - SENIOR THANKSGIVING SOCIAL: DRINKS	37006.72000.53999	57.24
		INV039539	TT - SENIOR MOVIES: DRINKS & SNACKS	37006.72000.53999	44.73
		INV039540	TT - SENIOR CRAFT NOV: SUPPLIES	37006.72000.53999	36.29
		INV039541	TT - SENIOR THANKSGIVING SOCIAL: SUPPLIES	37006.72000.53999	26.16
		INV039542	TT - SENIOR THANKSGIVING SOCIAL: SUPPLIES	37006.72000.53999	37.49
		INV039543	TT - SENIOR THANKSGIVING SOCIAL: SUPPLIES	37006.72000.53999	74.43
		INV039544	TT - SENIOR THANKSGIVING SOCIAL: MEAL	37006.72000.53999	126.89
		INV039545	TT - CPRS CONFERENCE: RYANN	10000.70000.53402	495.00
		INV039546	TT - CPR - MEMBERSHIP RENEWAL FEES: TEGART	10000.70000.53409	5.00
		INV039547	TT - CPR ANNUAL MEMBERSHIP FEE	10000.70000.53409	550.00
		INV039548	TT - SOCIAL THANKSGIVING SOCIAL: GIFT CARDS	37006.72000.53999	60.00
		INV039549	TT - SENIOR THANKSGIVING SOCIAL: MEAL	37006.72000.53999	51.30
		INV039550	TT - SENIOR THANKSGIVING SOCIAL: MEAL	37006.72000.53999	54.01
		INV039551	TT - CPRS CONFERENCE: WILSON	10000.70000.53402	495.00
		INV039552	AY - STREET MAINT: SMALL TOOLS	10000.83500.53205	33.70
		INV039553	AY - PW OUTLET SEWER: SMALL TOOLS	72000.81200.53205	107.75
		INV039554	AY - DKS SUBSCRIPTION: 9/21/24 - 10/20/24	60001.83200.52200	35.90
		INV039555	AY - OFFICE SUPPLIES	71000.81100.53100	144.47
		INV039556	AY - CWEA MEMBERSHIP: MCGOWAN	72000.81200.53409	239.00
		INV039557	AY - PW OUTLET SEWER - SMALL TOOLS	72000.81200.53205	74.29
		INV039558	AY - UPS STORE - SHIPPING FEE	71000.81100.53205	17.03
		INV039559	AY - CANVA - SUBSCRIPTION	10000.82000.53409	300.00
		INV039560	AY - UNITED FLAG: DOWNTOWN FLAGS	10000.83500.53205	343.94
		INV039561	AY - CA. WATER BOARDS - SWRCB: APPLICATION	71000.81100.53409	92.48
		INV039562	AY - ANTRIMS LOCK & KEY: LOADER KEYS	60000.83100.53208	70.56
		INV039563	AY - STAFF MEETING: PIZZA	71000.81100.53402	147.55
		INV039564	AY - HARBOR FREIGHT: SMALL TOOLS	71000.81100.53205	72.72
		INV039565	AY - BAVCO - BACKFLOW DEVICE CALIBRATION	71000.81100.53205	121.00
		INV039566	AY - LINE-X: RANGER BED LINER	60000.83100.53208	591.40
		INV039568	AY - LINE-X: NEW RANGER BED LINER	60000.83100.53208	592.53
		INV039570	AY - AMERICAN WATER WORKS TRAINING: VILLA	71000.81100.52205	320.00
		INV039572	AY - TRUCK FUEL	60000.83100.53208	40.00
		INV039573	AY - CALIFA CUSTOM UPHOLSTERY: TRUCK SEAT	60000.83100.53208	900.00
		INV039575	HA - AGASRVICECO MAR TT CHARGE	10000.50000.53999	26.19

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
APBWEST	Check	<u>INV039576</u>	LA - NANO CAFE CHARGE	60002.31100.53999	29.71
		<u>INV039577</u>	LA - OLDER AMERICAN AWARDS: FLOWERS	60002.31100.53999	137.81
Report Total:					20,963.77



Packet: APPKT07775 - GEN MAN 12/24/24
Vendor Set: 01 - Vendor Set 01

Check Date: 12/12/2024

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>1656</u>	R.A.V.C.O. LLC				1,378.12
APBWEST	Check	<u>INV039574</u>	SENIOR HOLIDAY SOCIAL: CATERING	37006.72000.52200	1,378.12
Report Total:					1,378.12



Packet: APPKT07771 - GEN MAN 12/26/24
Vendor Set: 01 - Vendor Set 01

Check Date: 12/09/2024

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN04426</u>	CFCA-AFSS SOUTHERN DIVISION				30.00
APBWEST	Check	<u>01341</u>	AFSS SOUTH QUARTERLY MEETING	10000.61000.53402	30.00
				Report Total:	30.00



Packet: APPKT07783 - GEN MAN 12/24/24
Vendor Set: 01 - Vendor Set 01

Check Date: 12/17/2024

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0833</u>	HOME DEPOT				1,254.80
APBWEST	Check	<u>1520511</u>	6473 - FIRE HYDRANT PAINT	71000.81100.53205	109.30
		<u>3044934</u>	6422 - FD/PD FACILITIES MAINTENANCE	60001.83200.53200	107.07
		<u>3801402</u>	1502 - WELL & WATER DEPT. REPAIRS	71000.81100.53205	136.38
		<u>512802</u>	6422 - FD FACILITIES SUPPLIES	60001.83200.53200	81.20
		<u>5550838</u>	6473 - FIRE HYDRANT PAINT	71000.81100.53205	52.45
		<u>INV039610</u>	LATE FEE	60002.30000.53999	29.00
		<u>INV039611</u>	FINANCE CHARGE	60002.30000.53999	40.73
		<u>WG75706821619802</u>	6473 - DSA PAINT	71000.81100.53206	48.18
		<u>WJ6883896177155</u>	6465 - FIRE PREVENTION - DEMO VIDEO/XMAS	10000.61000.53999	77.14
		<u>WM86275754341612</u>	6465 - CHAINSAW - OIL	10000.61000.52302	105.75
		<u>WM86319793938278</u>	6430 - EVIDENCE ROOM REFRIGERATOR - PROT.	10000.50000.53300	45.00
		<u>WM86319795612539</u>	6430 - EVIDENCE ROOM REFRIGERATOR	10000.50000.53300	422.60
<u>0373</u>	SAN GAB VALLEY CITY MANAGERS ASSOC.				160.00
APBWEST	Check	<u>INV039608</u>	SGVCMA HOLIDAY CONFERENCE 4 X ATTENDEES	60002.30000.53402	160.00
Report Total:					1,414.80



Packet: APPKT07781 - GEN MAN 12/24/24
Vendor Set: 01 - Vendor Set 01

Check Date: 12/16/2024

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>1497</u>	MOUNTAIN VIEWS NEWS				3,380.74
APBWEST	Check	<u>CM202304147</u>	PUBLICATION OF NOTICES DEC 2024	10000.12000.52206	3,380.74
Report Total:					3,380.74



Packet: APPKT07794 - UB 12/24/24
Vendor Set: 01 - Vendor Set 01

Check Date: 12/20/2024

Vendor Number	Vendor Name					Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	
<u>0129</u>	AT&T					1,633.59
APBWEST	Check	<u>INV039664</u>	818 291-0241 661 1 12/4/24 - 1/3/25	60003.30000.55005	1,633.59	
<u>VEN02792</u>	FRONTIER CALIFORNIA INC					3,299.31
APBWEST	Check	<u>INV039663</u>	626-355-0264-012498-5 12/4/24 - 1/3/25	60003.30000.55005	484.94	
		<u>INV039665</u>	209-188-3757-030707-5 12/4/24 - 1/3/24	60003.30000.55005	2,814.37	
<u>VEN03173</u>	QUADIENT FINANCE USA INC					2,034.56
APBWEST	Check	<u>INV039666</u>	POSTAGE	60002.31100.53101	2,034.56	
<u>0216</u>	THE GAS COMPANY					544.92
APBWEST	Check	<u>INV039667</u>	118-261-4788 3 11/1/24 - 12/1/24	60000.83100.55001	327.40	
		<u>INV039668</u>	195 918 7100 9 11/5/24 - 11/12/24	60001.83200.55004	6.83	
		<u>INV039669</u>	135 119 3500 2 11/6/24 - 12/9/24	60001.83200.55004	210.69	
<u>VEN04342</u>	WESTBOUND SOLAR 3 LLC					8,020.88
APBWEST	Check	<u>24260302</u>	NOV 2024 SOLAR ENERGY	71000.81100.55003	8,020.88	
Report Total:						15,533.26



Packet: APPKT07778 - UB MAN 12/24/24
Vendor Set: 01 - Vendor Set 01

Check Date: 12/12/2024

Vendor Number	Vendor Name					Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	
<u>0129</u>	AT&T					2,034.89
APBWEST	Check	<u>INV039584</u>	818 246-3783 591 4 11/23/24 - 12/22/24	60003.30000.55005		2,034.89
<u>VEN04074</u>	CHARTER COMMUNICATIONS					3,314.13
APBWEST	Check	<u>106917301120124</u>	12/1/24 - 12/31/24 106917301	60003.30000.55005		1,280.00
		<u>187633301112124</u>	187633301 11/27/24 - 12/26/24	60003.30000.52200		804.37
		<u>188596301112124</u>	188596301 11/25/24 - 12/24/24	60003.30000.52200		199.98
		<u>188596401112124</u>	188596401 11/25/24 - 12/24/24 YMCA ELEVATI	60003.30000.52200		29.99
		<u>188596901120124</u>	188596901 12/1/24 - 12/31/24	60003.30000.52200		196.31
		<u>188597101120124</u>	188597101 12/6/24 - 1/5/24	60003.30000.52200		269.98
		<u>188597401112124</u>	188597401 11/27/24 - 12/26/24	60003.30000.52200		323.52
		<u>188597601112124</u>	188597601 11/25/24 - 12/24/24	60003.30000.52200		209.98
<u>VEN02792</u>	FRONTIER CALIFORNIA INC					3,440.35
APBWEST	Check	<u>INV039502</u>	209-151-5743-051199-5 11/28/24 - 12/27/24	60003.30000.55005		227.09
		<u>INV039503</u>	310-001-5763-051199-5 11/28/24 - 12/27/24	60003.30000.55005		131.44
		<u>INV039504</u>	626-351-3285-091319-5 11/14/24 - 12/31/24	60003.30000.55005		86.83
		<u>INV039587</u>	626-197-1492-030922-5 12/1/24 - 12/31/24	60003.30000.55005		775.00
		<u>INV039588</u>	626-355-1414-092017-5 12/1/24 - 12/31/24	60003.30000.55005		1,222.49
		<u>INV039589</u>	626-197-0261-032521-5 12/1/24 - 12/31/24	60003.30000.55005		997.50
<u>0384</u>	SOUTHERN CALIF. EDISON CO.					33,176.17
APBWEST	Check	<u>INV039505</u>	700102141347 10/1/24 - 11/30/24	32012.83000.55003		418.04
				38005.83500.55003		14.52
				60001.83200.55003		9,211.17
				71000.81100.55003		14,008.66
		<u>INV039506</u>	700162056328 11/1/24 - 11/30/24	32005.83500.55003		205.62
				32012.83000.55003		2,334.10
				38005.83500.55003		5,084.50
				60001.83200.55003		262.61
		<u>INV039585</u>	700738880568 10/31/24 - 12/2/24	60001.83200.55003		1,400.03
		<u>INV039586</u>	700661951989 11/1/24 - 12/31/24	60001.83200.55003		236.92
<u>0216</u>	THE GAS COMPANY					920.94
APBWEST	Check	<u>INV039579</u>	168 618 7700 5 11/5/24 - 12/6/24	60001.83200.55004		369.94
		<u>INV039580</u>	051 018 7151 4 11/5/24 - 12/6/24	60001.83200.55004		237.89
		<u>INV039581</u>	166 518 7700 9 11/5/24 - 12/6/24	60001.83200.55004		201.45
		<u>INV039582</u>	053 118 7109 8 11/5/24 - 12/6/24	60001.83200.55004		61.40
		<u>INV039583</u>	055 218 7110 2 11/5/24 - 12/6/24	60001.83200.55004		50.26
<u>VEN03926</u>	T-MOBILE					361.64
APBWEST	Check	<u>INV039507</u>	972239789 10/21/24 - 11/20/24	60003.30000.55005		361.64
<u>0942</u>	TPX COMMUNICATION					686.35
APBWEST	Check	<u>183089149-0</u>	11/23/24 - 12/22/24 PHONE SERVICE	60003.30000.55005		686.35
<u>0642</u>	VERIZON WIRELESS LA					3,265.39
APBWEST	Check	<u>9979688835</u>	960051887-00001 11/26/24 - 12/25/24	60003.30000.55005		3,265.39

Report Total: 47,199.86



Packet: APPKT07792 - LIB 12/24/24
Vendor Set: 01 - Vendor Set 01

Check Date: 12/24/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
VEN03454	AMAZON CAPITAL SERVICES				646.64
APBWEST	Check	<u>11WL-3KJC-N4TX</u>	MISC SUPPLIES CREDIT	39006.90000.53406	-17.63
		<u>139K-4R7V-76DX</u>	MISC SUPPLIES 9/30/24 - 10/13/24	39006.90000.53999	8.81
		<u>13QM-LQTN-P9DP</u>	MISC SUPPLIES 11/11/24 - 11/24/24	10000.90000.53406	22.02
		<u>13QM-LQTN-R19W</u>	MISC SUPPLIES 11/11/24 - 11/24/24	10000.90000.53103	27.51
		<u>14JK-KW3F-7WLV</u>	MISC SUPPLIES 11/25/24 - 12/8/24	39006.90000.53406	-3.73
		<u>16QN-7YQP-7HR4</u>	MISC SUPPLIES 11/25/24 - 12/8/24	39006.90000.53406	53.90
		<u>1C6M-KC9H-PWWR</u>	MISC SUPPLIES 11/11/24 - 11/24/24	39006.90000.53406	118.10
		<u>1FFC-JDFT-RGCP</u>	MISC SUPPLIES 11/11/24 - 11/24/24	10000.90000.53100	49.10
		<u>1JNJ-XJ76-7TF9</u>	MISC SUPPLIES 11/25/24 - 12/8/24	39006.90000.53999	192.89
		<u>1KQL-J3GJ-7GVX</u>	MISC SUPPLIES 11/25/24 - 12/8/24	39006.90000.53999	34.19
		<u>1NHX-PR3Y-PJKM</u>	MISC SUPPLIES 11/11/24 - 11/24/24	39006.90000.53406	68.92
		<u>1YTJ-9V9L-7L6N</u>	MISC SUPPLIES 11/25/24 - 12/8/24	39006.90000.53999	92.56
VEN01190	ARNOLD'S FRONTIER HARDWARE - Library				26.39
APBWEST	Check	<u>114083</u>	MISC. SUPPLIES	10000.90000.53100	26.39
0132	BAKER & TAYLOR, INC.				2,466.33
APBWEST	Check	<u>2038665669</u>	BOOKS AND REFERENCE & MEDIA (FY 2024-25)	39006.90000.53406	53.88
		<u>2038665670</u>	LIBRARY SUPPLIES	10000.90000.52200	17.06
		<u>2038693253</u>	BOOKS AND REFERENCE & MEDIA (FY 2024-25)	39006.90000.53406	71.36
		<u>2038693254</u>	LIBRARY SUPPLIES	10000.90000.52200	17.06
		<u>2038717264</u>	BOOKS AND REFERENCE & MEDIA (FY 2024-25)	39006.90000.53406	324.45
		<u>2038717265</u>	LIBRARY SUPPLIES	10000.90000.52200	93.86
		<u>5019220262</u>	BOOKS AND REFERENCE & MEDIA (FY 2024-25)	10000.90000.53406	204.10
		<u>5019220263</u>	LIBRARY SUPPLIES	10000.90000.52200	11.53
		<u>5019228312</u>	BOOKS AND REFERENCE & MEDIA (FY 2024-25)	10000.90000.53406	662.68
		<u>5019228313</u>	LIBRARY SUPPLIES	10000.90000.52200	64.05
		<u>5019234038</u>	BOOKS AND REFERENCE & MEDIA (FY 2024-25)	10000.90000.53406	466.16
		<u>5019234039</u>	LIBRARY SUPPLIES	10000.90000.52200	44.69
		<u>5019235628</u>	BOOKS AND REFERENCE & MEDIA (FY 2024-25)	10000.90000.53406	226.63
		<u>5019235629</u>	LIBRARY SUPPLIES	10000.90000.52200	22.53
		<u>5019236398</u>	BOOKS AND REFERENCE & MEDIA (FY 2024-25)	10000.90000.53406	170.37
		<u>5019236399</u>	LIBRARY SUPPLIES	10000.90000.52200	15.92
0598	DEMCO, INC.				300.56
APBWEST	Check	<u>7571991</u>	OFFICE SUPPLIES	10000.90000.53100	300.56
VEN04152	KANOPY INC				251.00
APBWEST	Check	<u>429137-PPU</u>	LIBRARY VIDEOS	10000.90000.52200	251.00
VEN04268	KING OFFICE SERVICES				5,376.00
APBWEST	Check	<u>89731-013</u>	LIB MAT STORAGE FEES DURING REMODEL 10/6	29007.90000.56010	1,792.00
		<u>89731-014</u>	LIB MAT STORAGE FEES DURING REMODEL 11/6	29007.90000.56010	1,792.00
		<u>89731-015</u>	LIB MAT STORAGE FEES DURING REMODEL 12/6	29007.90000.56010	1,792.00
0786	OFFICE DEPOT, INC				56.84
APBWEST	Check	<u>395492537001</u>	OFFICE SUPPLIES	10000.90000.53100	56.84
VEN03254	SHOWCASES				132.21
APBWEST	Check	<u>329744</u>	MISC. SUPPLIES	10000.90000.53100	96.03
		<u>329745</u>	MISC. SUPPLIES	10000.90000.53100	36.18
VEN03926	T-MOBILE				124.60
APBWEST	Check	<u>INV039658</u>	984433408 10/21/24 - 11/20/24	10000.90000.52200	124.60
VEN04225	WT COX INFORMATION SERVICES				7,937.97
APBWEST	Check	<u>3144517</u>	ANNUAL PERIODICALS - (2024-2025)	10000.90000.53501	7,937.97
Report Total:					17,318.54



Packet: APPKT07777 - LIB BOA MAN 12/24/24
Vendor Set: 01 - Vendor Set 01

Check Date: 12/12/2024

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0823</u>	BANK OF AMERICA				1,348.40
APBWEST	Check	<u>INV039491</u>	LR - PROGRAMMING COLORING BOOKS	39006.90000.53999	28.63
		<u>INV039493</u>	LR - PROGRAMMING - COLORING BOOKS	39006.90000.53999	5.48
		<u>INV039494</u>	LR - PROGRAMMING - CANDY FOR HALLOWEEN	39006.90000.53999	25.98
		<u>INV039495</u>	LR - O.C. PERORMER SHOWCASE REG FEES: DOR	10000.90000.53402	35.70
		<u>INV039496</u>	LR - PROGRAMMING - THE HUMAN LIBRARY	39006.90000.53999	22.79
		<u>INV039497</u>	LR - PROGRAMMING - HUMAN LIBRARY - COFFE	39006.90000.53999	66.74
		<u>INV039498</u>	LR - PROGRAMMING - HUMAN LIBRARY - MEAL	39006.90000.53999	192.94
		<u>INV039499</u>	LR - NEWS ARTICLE ANNUAL SUBSCRIPTION RENI	10000.90000.53501	914.14
		<u>INV039500</u>	LR - ALA MEMBERSHIP DUES	10000.90000.53409	56.00
Report Total:					1,348.40



City of Sierra Madre Agenda Report

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

Sue Spears, City Treasurer

TO: Mayor and City Council
FROM: Anthony Rainey, Finance Director
REVIEWED BY: Jose Reynoso, City Manager
DATE: January 21, 2025
SUBJECT: **APPROVAL OF WARRANTS FOR PAYMENT**

STAFF RECOMMENDATION

Staff recommends the City Council approve payment of the following:

- **Outstanding Obligated City Warrants:** \$840,474.22
- **Outstanding Obligated Sierra Madre Library Warrants:** \$295.00
- **Payroll Transfer:** \$575,901.75

ALTERNATIVES

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

SUMMARY

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

ANALYSIS

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

accountability, and compliance in financial transactions involving public funds.

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

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

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

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

1. **Packet:** Refers to a batch of payment transactions processed together, often linked to a specific date or approval cycle.
2. **Vendor Set:** Identifies the category or group of vendors (e.g., utilities, general, or project-specific).
3. **Vendor Number:** A unique identifier assigned to each vendor for tracking and referencing purposes.
4. **Vendor Name:** The name of the individual or organization receiving the payment.
5. **Bank Code:** A code representing the bank account from which the payment is drawn.
6. **Payment Type:** Specifies the method of payment, such as check, electronic funds transfer (EFT), or wire transfer.
7. **Invoice #:** The unique number associated with the vendor's invoice, serving as a reference for the payment.
8. **Invoice Description:** A brief summary of the goods or services rendered, as described on the invoice.

9. **Account Number:** The City's general ledger account charged for the payment, structured as follows:
- a. **Fund Code:** (e.g., **72000**) Identifies the fund, such as the General Fund.
 - b. **Department Code:** (e.g., **81200**) Indicates the responsible department, such as Public Works.
 - c. **Object Code:** (e.g., **52200**) Specifies the type of expenditure, such as contractual services.
10. **Distribution Amount:** The amount allocated to a specific account, showing how the payment is distributed across budget line items.

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

CONSISTENCY WITH GENERAL PLAN

Not applicable.

FINANCIAL REVIEW/SOURCE OF FUNDING

The payments presented for ratification have been made in accordance with the City's approved budget for the fiscal year. All expenditures are charged to their respective funds and accounts as outlined in the City's financial plan. The warrants, library payments, and payroll transfers were funded from the General Fund, Special Revenue Funds, and other designated funding sources, ensuring compliance with budgetary allocations and authorized spending limits. No unbudgeted or unauthorized expenses are included in this report.

ENVIRONMENTAL (CEQA)

Not applicable.

PUBLIC NOTICE PROCESS

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

Attachments

Resolution 25-02

RESOLUTION NUMBER 25-02

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sierra Madre does hereby approve payment of City Warrants in the aggregate amount of \$840,474.22; Sierra Madre Library Warrants in the aggregate amount of \$295.00; and Payroll Transfer in the aggregate amount of \$575,901.75 for the fiscal year ending June 30, 2025

APPROVED AND ADOPTED this 14th day of January 2025.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 25-02 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 14th day of January 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Sierra Madre, California

**City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of January 14, 2025**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants	\$840,474.22
Sierra Madre Library Warrants.....	\$295.00
Payroll Transfer.....	\$575,901.75

Warrant Register Post Date 1/14/25

Attachment 1A

Fiscal Year	Description	Amount	Page #
FY24/25	General Warrants	\$117,484.61	1-3
FY24/25	General Manual Warrant	\$667,776.28	4-5
FY24/25	General Utility Bills	\$55,213.33	6
	Total	\$840,474.22	

FY24/25	Library Manual Warrants	\$295.00	7
	Total	\$295.00	

Pay Date:			
1/2/2025	Payroll #1	\$575,901.75	
	From: City of Sierra Madre-General Acct.		
	To: City of Sierra Madre-Payroll Acct.		
	Total	\$575,901.75	



Packet: APPKT07818 - GEN 1/14/25
Vendor Set: 01 - Vendor Set 01

Check Date: 01/08/2025

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>VEN01796</u>	ADAMSON POLICE PRODUCTS				82.69
APBWEST	Check	<u>INV427039</u>	PD SAFETY EQUIPMENT	10000.50000.53300	82.69
<u>VEN03454</u>	AMAZON CAPITAL SERVICES				2,389.57
APBWEST	Check	<u>1MN6-43LF-NXCN</u>	BPO - IT SUPPLIES	60003.30000.53103	676.98
		<u>1VGY-T4WM-4H6L</u>	BPO - IT SUPPLIES	60003.30000.53103	1,712.59
<u>VEN04450</u>	AMBER KC TARDIF				495.00
APBWEST	Check	<u>INV039711</u>	DISPATCH COVERAGE: 11 HOURS	10000.50000.52200	495.00
<u>VEN03981</u>	ANGEL'S AUTO REPAIR INC				1,359.71
APBWEST	Check	<u>36523</u>	VEHICLE MAINT/#5109	60000.83100.53208	752.40
		<u>36687</u>	VEHICLE MAINT/#5102	60000.83100.53208	607.31
<u>1550</u>	ARCADIA SMOG TEST ONLY INC				50.00
APBWEST	Check	<u>43503</u>	SMOG TEST/ #5115	60000.83100.53208	50.00
<u>VEN04026</u>	ARCADIA TIRES				468.76
APBWEST	Check	<u>INV039709</u>	VEHICLE MAINT/#2099	60000.83100.53208	234.38
		<u>INV039710</u>	VEHICLE MAINT/#2099	60000.83100.53208	234.38
<u>1553</u>	ARNOLD'S FRONTIER HARDWARE - Police				2.19
APBWEST	Check	<u>114411</u>	MISC. SUPPLIES	10000.50000.53204	2.19
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE - PW				218.79
APBWEST	Check	<u>114295</u>	FY 24/25 MAINTENANCE SUPPLIES	60001.83200.53200	20.94
		<u>114305</u>	FY 24/25 PARK MAINTENANCE SUPPLIES	10000.83300.53001	60.63
		<u>114310</u>	FY 24/25 PARK MAINTENANCE SUPPLIES	10000.83300.53001	18.73
		<u>114344</u>	FY 24/25 MAINTENANCE SUPPLIES	60001.83200.53200	7.71
		<u>114348</u>	FY 24/25 WATER DEPARTMENT SUPPLIES	71000.81100.53200	8.33
		<u>114357</u>	FY 24/25 MAINTENANCE SUPPLIES	60001.83200.53200	8.81
		<u>114358</u>	FY 24/25 WATER DEPARTMENT SUPPLIES	71000.81100.53200	5.50
		<u>114369</u>	FY 24/25 WATER DEPARTMENT SUPPLIES	71000.81100.53200	26.44
		<u>114379</u>	FY 24/25 WATER DEPARTMENT SUPPLIES	71000.81100.53200	33.06
		<u>114384</u>	FY 24/25 WATER DEPARTMENT SUPPLIES	71000.81100.53200	28.64
<u>VEN03910</u>	BURRO CANYON SHOOTING PARK				20.00
APBWEST	Check	<u>3384</u>	RANGE FEE	10000.50000.53302	20.00
<u>1727</u>	CHRIS CIMINO				714.40
APBWEST	Check	<u>FEB2025</u>	FEB 2025 RETIREE HEALTH INSURANCE	60007.70100.51302	714.40
<u>0169</u>	CITY ELECTRIC SUPPLY				164.24
APBWEST	Check	<u>PDA/001064</u>	MISC. SUPPLIES CREDIT ORIG INV #PDA/018024	71000.81100.53209	-154.35
		<u>PDA/027015</u>	MISC. SUPPLIES	60001.83200.53200	106.20
		<u>PDA/027237</u>	MISC. SUPPLIES	60001.83200.53200	212.39
<u>1121</u>	COLANTUONO, HIGHSMITH & WHATLEY, PC				19,705.00
APBWEST	Check	<u>63616</u>	DEC 2024 LEGAL SRVCS: ADV. PROT. SIERRA MAC	10000.40000.52201	3,921.00
		<u>63617</u>	DEC 2024 LEGAL SRVCS: GENERAL ADVICE	10000.21000.52201	8,610.00
				71000.81100.52201	1,845.00
				72000.32000.52201	1,845.00
		<u>63618</u>	DEC 2024 LEGAL SRVCS: CODE ENFORCEMENT	10000.40000.52201	234.00
		<u>63619</u>	DEC 2024 LEGAL SRVCS: LABOR/EMPLOYMENT	60007.70100.52201	1,040.00
		<u>63620</u>	DEC 2024 LEGAL SRVCS: ASSESSMENT & PROP 2	32012.83000.52200	130.00
		<u>63621</u>	DEC 2024 LEGAL SRVCS: MATER DOLORSA DEVEI	10000.40000.52201	2,080.00
<u>VEN04032</u>	CRICKET CONSULTING				864.73
APBWEST	Check	<u>1570</u>	SERVICE AND PARTS 12/19/24	71000.81100.52200	864.73
<u>1181</u>	DELTA DISTRIBUTING				400.21
APBWEST	Check	<u>166574</u>	FY 24/25 JANITORIAL SUPPLIES	60001.83200.53200	400.21
<u>0713</u>	DEPT OF JUSTICE				64.00
APBWEST	Check	<u>781851</u>	NOV 2024 Payment for DOJ processing fees	10000.50000.52200	64.00
<u>VEN03180</u>	DICKS AUTO SUPPLY				387.05
APBWEST	Check	<u>227129</u>	FY 24/25 AUTO PARTS/#2094	60000.83100.53208	312.92
		<u>227144</u>	FY 24/25 AUTO PARTS/#2092	60000.83100.53208	74.13

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN03198</u>	EDWARD DELCOURE				607.24
APBWEST	Check	<u>FEB2025</u>	FEB 2025 RETIREE HEALTH INSURANCE	60007.70100.51302	607.24
<u>VEN04281</u>	ENVISION FORD LINCOLN OF DUARTE				167.58
APBWEST	Check	<u>105587</u>	VEHICLE MAINT #5105	60000.83100.53208	83.79
		<u>105736</u>	VEHICLE MAINT #2094	60000.83100.53208	83.79
<u>1462</u>	FASCHING'S CAR WASH				374.25
APBWEST	Check	<u>SEPT/OCT/NOV2024</u>	PD CAR WASH SERVICE 9/13/24-11/24/24	10000.50000.52200	374.25
<u>VEN02778</u>	FORMLA LANDSCAPING INC				1,165.00
APBWEST	Check	<u>43026</u>	FY 24/25 CITY HALL LANDSCAPE MAINTENANCE	10000.83300.52200	1,165.00
<u>0241</u>	HINDERLITER, DE LLAMAS & ASSOC				300.00
APBWEST	Check	<u>SIN045961</u>	Q2/2024 SERVICES/TRANSACTION TAX (10/24-1.	60002.30000.52100	300.00
<u>0398</u>	HONG L. TAM				20,993.56
APBWEST	Check	<u>12-29-24</u>	10/16/24 - 12/15/24 STRUCTURAL PLAN CHECK	10000.40000.52100	20,993.56
<u>0937</u>	INTERSTATE BATTERY SYSTEM OF				344.94
APBWEST	Check	<u>39427</u>	BATTERY	60000.83100.53208	362.94
		<u>39433</u>	BATTERY - CREDIT	60000.83100.53208	-18.00
<u>VEN04451</u>	JACKSON MCGLOSSON				159.00
APBWEST	Check	<u>INV039712</u>	REFUND: PARKING CITATION	10000.00000.44003	159.00
<u>1044</u>	JESSE TORIBIO				357.20
APBWEST	Check	<u>FEB2025</u>	FEB 2025 RETIREE HEALTH INSURANCE	60007.70100.51302	357.20
<u>1446</u>	LOS ANGELES COUNTY REGISTRAR-RECORDER				522.22
APBWEST	Check	<u>25-3053</u>	11/5/24 CANDIDATE STATEMENT PRINTING	10000.12000.52207	522.22
<u>VEN04452</u>	LOUIS MCGLOSSON				154.00
APBWEST	Check	<u>INV039713</u>	REFUND: PARKING CITATION	10000.00000.44003	154.00
<u>VEN01070</u>	MARTIN CRUZ				714.40
APBWEST	Check	<u>FEB2025</u>	FEB 2025 RETIREE HEALTH INSURANCE	60007.70100.51302	714.40
<u>VEN04434</u>	MOBILE ILLUMINATION INC				325.00
APBWEST	Check	<u>2024.339</u>	REPAIR R-02347: RESET ALL TIMERS	32012.83000.53200	325.00
<u>VEN01149</u>	MOTOROLA SOLUTIONS INC				643.86
APBWEST	Check	<u>8282036775</u>	PD Communication Center Upgrade Project	40000.83500.56010	643.86
<u>1642</u>	NBS				1,413.35
APBWEST	Check	<u>202412-4204</u>	PROFF. SERVICE 1/1/25 - 3/31/25	32012.83000.52200	1,413.35
<u>VEN04200</u>	NIKO MOBILE CARWASH				240.00
APBWEST	Check	<u>152836</u>	PD CAR WASH 12/27/24	10000.50000.52200	240.00
<u>VEN03819</u>	PAYDIRT PRINTING SERVICES				89.69
APBWEST	Check	<u>16797</u>	BUSINESS CARDS	10000.50000.53102	89.69
<u>0333</u>	PETTY CASH FUND-PD				33.85
APBWEST	Check	<u>INV039719</u>	WLLE TRAINING	10000.50000.53402	33.85
<u>VEN01608</u>	PHOENIX GROUP INFORMATION SYSTEMS				2,613.12
APBWEST	Check	<u>112024200</u>	NOV 2024 Parking permit and citation service	10000.50000.52200	2,613.12
<u>1082</u>	POSITIVE PROMOTIONS, INC.				499.90
APBWEST	Check	<u>07495219</u>	PD Replenish Community Event Swag Items	10000.50000.53999	499.90
<u>0336</u>	POST ALARM SYSTEMS				1,384.79
APBWEST	Check	<u>1702622</u>	FY 24/25 611 E SIERRA MADRE BLVD	60001.83200.52200	678.22
		<u>1738927</u>	FY 24/25 611 E SIERRA MADRE BLVD	60001.83200.52200	180.00
		<u>1749569</u>	FY 24/25 ALARM MONITORING 1/1/25 - 1/31/2	60001.83200.52200	526.57
<u>0338</u>	PRUDENTIAL OVERALL SUPPLY				436.39
APBWEST	Check	<u>52849093</u>	FY 24/25 UNIFORM SUPPLY	60001.83200.53303	165.51
		<u>52851208</u>	FY 24/25 UNIFORM SUPPLY	60001.83200.53303	135.44
		<u>52852992</u>	FY 24/25 UNIFORM SUPPLY	60001.83200.53303	135.44
<u>VEN04165</u>	R&A TANK TECHNOLOGIES LLC				1,845.00
APBWEST	Check	<u>1101-HT389</u>	SERVICE CALL: 12/13/24	60001.83200.52200	1,845.00
<u>0267</u>	REGIONAL TAP SERVICE CENTER				28.80
APBWEST	Check	<u>6024039</u>	NOV 2025 REGIONAL TAP SERVICES CENTER-CAF	37004.80000.52001	28.80
<u>VEN03177</u>	RELIABLE BUILDING MAINTENANCE LLC				1,650.00
APBWEST	Check	<u>1140</u>	FLOOR: FLOOR MAINTENACNE	60001.83200.52200	1,650.00
<u>VEN01670</u>	ROGERS, ANDERSON, MALODY & SCOTT, LLP				20,430.00
APBWEST	Check	<u>76756</u>	PRO. BILLIING #4 FY 2024	60002.30000.52100	20,430.00
<u>VEN02444</u>	SUPERIOR COURT OF CA, CO OF L. A.				1,406.00
APBWEST	Check	<u>NOV2024</u>	NOV 2024 Citation Revenue distribution	10000.50000.52200	1,406.00
<u>VEN04349</u>	THE VERTEX COMPANIES LLC				27,071.25

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APBWEST	Check	<u>0248151</u>	PROJECT MANAGEMENT LIBRARY IMPROVEMEN	29007.90000.56010	27,071.25
<u>VEN02666</u>	V & V MANUFACTURING INC				270.67
APBWEST	Check	<u>60836</u>	MISC SUPPLIES	10000.50000.53300	270.67
<u>VEN02702</u>	VITAL MEDICAL SERVICES LLC				2,396.00
APBWEST	Check	<u>4269</u>	SEP 2023 MEDICAL CLEARANCE SERVICES	10000.50000.52107	2,396.00
<u>0158</u>	VULCAN MATERIALS COMPANY				481.41
APBWEST	Check	<u>2453902</u>	COLD MIX	71000.81100.53206	481.41
<u>0426</u>	WESTERN WATER WORKS				979.80
APBWEST	Check	<u>1262053-00</u>	FY 24/25 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	979.80
				Report Total:	117,484.61



Packet: APPKT07811 - GEN MAN 1/14/25
Vendor Set: 01 - Vendor Set 01

Check Date: 01/07/2025

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>VEN04448</u>	AMG AND ASSOCIATES INC				322,680.74
APBWEST	Check	<u>AP01</u>	LIB MEANINGFUL IMPROVEMENT PROJ. 10/31/2 29007.90000.56010		339,663.94
		<u>AP01_RET</u>	LIB MEANINGFUL IMPROVEMENT PROJ. 10/31/2 29007.00000.23500		-16,983.20
				Report Total:	322,680.74



Packet: APPKT07812 - GEN MAN 1/14/25
Vendor Set: 01 - Vendor Set 01

Check Date: 01/07/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN04448</u>	AMG AND ASSOCIATES INC				345,095.54
APBWEST	Check	<u>AP02</u>	LIB MEANINGFUL IMPROVEMENT PROJ. 11/30/2 29007.90000.56010		363,258.46
		<u>AP02_RET</u>	LIB MEANINGFUL IMPROVEMENT PROJ. 11/30/2 29007.00000.23500		-18,162.92
				Report Total:	345,095.54



Packet: APPKT07819 - UB 1/14/25
Vendor Set: 01 - Vendor Set 01

Check Date: 01/08/2025

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>VEN04074</u>	CHARTER COMMUNICATIONS				3,314.13
APBWEST	Check	<u>106917301010125</u>	106917301 1/1/25 - 1/31/25	60003.30000.55005	1,280.00
		<u>187633301122124</u>	187633301 12/27/24 - 1/26/25	60003.30000.52200	804.37
		<u>188596301122124</u>	188596301 12/25/24 - 1/24/25	60003.30000.52200	199.98
		<u>188596401122124</u>	188596401 12/25/24 - 1/24/25 YMCA ELEVATO	60003.30000.52200	29.99
		<u>188596901010125</u>	188596901 1/1/25 - 1/31/25	60003.30000.52200	196.31
		<u>188597101010125</u>	188597101 1/6/25 - 2/5/25	60003.30000.52200	269.98
		<u>188597401122124</u>	188597401 12/24/24 - 1/26/25	60003.30000.52200	323.52
		<u>188597601122124</u>	188597601 12/25/24 - 1/24/25	60003.30000.52200	209.98
<u>VEN03195</u>	GREATAMERICA FINANCIAL SERVICES				1,772.71
APBWEST	Check	<u>38064450</u>	003-1443256-000 9/21/24 - 10/20/24	60003.30000.53210	1,751.01
		<u>38161003</u>	003-1310860-000 11/5/24 - 12/4/24	60003.30000.53210	21.70
<u>VEN02829</u>	RINGCENTRAL INC				4,753.68
APBWEST	Check	<u>CD_000990954</u>	12/23/24 - 1/22/25 VOIP PHONE SERVICE	60003.30000.55005	4,753.68
<u>0384</u>	SOUTHERN CALIF. EDISON CO.				41,624.73
APBWEST	Check	<u>INV039721</u>	700835579161 11/5/24 - 12/5/24	71000.81100.55003	41,613.29
		<u>INV039722</u>	700630516414 10/31/24 - 11/22/24	60001.83200.55003	11.44
<u>VEN03926</u>	T-MOBILE				361.64
APBWEST	Check	<u>INV039723</u>	972239789 11/21/24 - 12/20/24	60003.30000.55005	361.64
<u>0642</u>	VERIZON WIRELESS LA				3,386.44
APBWEST	Check	<u>960051887-00001</u>	960051887-00001 12/26/24 - 1/25/24	60003.30000.55005	3,386.44
Report Total:					55,213.33



Packet: APPKT07800 - LIB MAN 1/14/25
Vendor Set: 01 - Vendor Set 01

Check Date: 01/03/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN04221</u>	LOVEBUG & ME LLC				295.00
APBWEST	Check	<u>2025-101</u>	45 MINUTE PERFORMANCE - 1/8/25	39006.90000.53999	295.00
				Report Total:	295.00



City of Sierra Madre **AGENDA REPORT**

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

Sue Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Leila Regan, City Librarian

REVIEWED BY: Jose Reynoso, City Manager

DATE: 01/21/2025

SUBJECT: RECOMMENDATION TO AWARD A CONSULTING SERVICES CONTRACT FOR FURNITURE, FIXTURES, AND EQUIPMENT SERVICES FOR THE LIBRARY MEANINGFUL IMPROVEMENT PROJECT TO TSK ARCHITECTS, IN AN AMOUNT NOT TO EXCEED \$25,500.00

STAFF RECOMMENDATION

Staff recommends the City Council award a Consulting Services Contract to TSK Architects in an amount not to exceed \$25,500.00 to oversee the programming/meetings, selection, quoting, ordering, delivery, installation, and final walk-throughs of furniture, fixtures, and equipment for the Library Meaningful Improvement Project.

ALTERNATIVES

1. The City Council may award TSK Architects a furniture, fixtures, and equipment services contract to design the interior of the renovated building at 440 W Sierra Madre Blvd for an amount not to exceed \$25,500.00.
2. The City Council may decide to award a contract to either of the two other qualified bidders – Yamada Enterprises or Margaret Sullivan Studio.
3. The City Council may reject all bids and provide staff with further direction.

EXECUTIVE SUMMARY

The Library Meaningful Improvement Project is underway. The renovated building at 440 W Sierra Madre Blvd will have its furniture, fixtures, and equipment (FF&E) funded through donations. To ensure the interior is in line with the exterior, the Sierra made Public Library will contract a company to handle interior design and FF&E procurement. This contract will be from the Library’s facility/capital improvement fund. FF&E is not included in the \$10M California State Targeted Grant, the \$334,605 Building Forward Infrastructure Grant, or the matching \$334,605 ARPA funds. The Library Foundation is fundraising for FF&E and has funds set aside by the Friends of the Sierra Madre Library.

ANALYSIS

Staff solicited bids from qualified vendors to design the interior of the renovated library building located at 440 W Sierra Madre Blvd. This project includes, but is not limited to, public and staff meetings for design input, layout design of FF&E, vetting and recommending appropriate vendors for FF&E, the bidding process for desired FF&E, and ensuring the ordering, delivery, and installation of FF&E.

The renovated building at 440 W Sierra Madre Blvd. is not yet completed. All procurement and design will be based on approved architectural plans for the building and working with the architecture firm, TSK Architects, to ensure everything meets building and code standards.

Furniture includes but is not limited to:

- Library Shelving
- Library Display Shelving
- Standalone Office Furniture - Desks, tables, chairs, bookcases, filing cabinets, display cabinets, couches, etc.
- Library Seating – tables, chairs, benches, etc.
- Technology Furniture

Fixtures include but is not limited to:

- Electric Fireplace – in the general reading room.
- Lighting
- Wall-mounted boards – Whiteboards, corkboards, etc.
- Wayfinding Signage

Three qualified companies sent their bid proposals to City Librarian Leila Regan. Their proposal amounts are as follows:

Company Name	Bid Amount	Proposal Received
TSK Architects	\$25,500.00	07/03/2024
Yamada Enterprises	\$9,000.00	08/21/2024
Margaret Sullivan Studio	\$35,000.00	10/25/2024

While Yamada Enterprises was the lowest bid, their proposal does not include meetings with the public and only allows for three staff meetings for design input. Any additional services or meetings would be \$175/hour. Additionally, their proposal does not include overseeing FF&E installation and ends at procurement.

Margaret Sullivan Studio's proposal is only part one of a two-step process. The \$35,000 included in their proposal only covers a design development phase. The second step, which is not included in this proposal, will consist of procurement.

TSK Architects' proposal includes programming/meetings, selection, quoting, ordering, delivery, installation, and final walk-throughs. This is a more comprehensive and hands-on approach to the library's FF&E needs.

ENVIRONMENTAL (CEQA)

This project is exempt from the California Environmental Quality Act.

STRATEGIC PLAN CORRELATION

This falls under Library Renovation in the Infrastructure & Growth Management portion of the City's strategic plan.

FISCAL IMPACT

The Library Meaningful Improvement furniture, fixtures, and equipment (FF&E) services contract is recommended to be awarded to TSK Architects at a cost not exceeding \$25,500. Funding for this expenditure will be sourced from Fund 60001 Internal Service Fund - Facilities Management. This cost will be covered without impacting 10000 General Fund, as the allocation comes from designated grant funding and donations secured for the Library Improvement Project. Additionally, staff time was utilized in the preparation of this report and ordinance. However, this is accounted for as part of standard administrative operations and will not require additional budget adjustments.

PUBLIC NOTICE

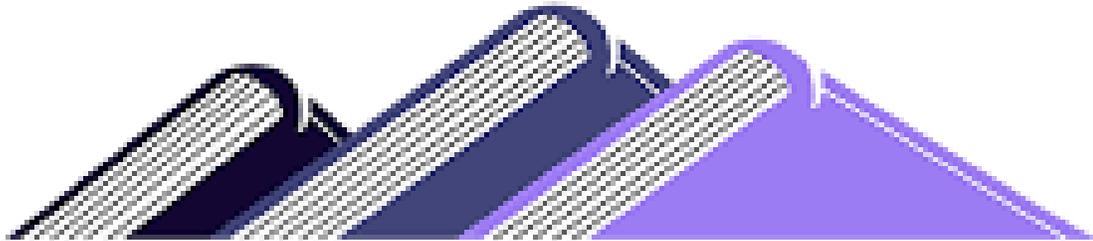
This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at www.sierramadrea.gov.

ATTACHMENTS:

1. TSK Architects Bid Proposal
2. Yamada Enterprise Bid Proposal
3. Margaret Sullivan Studios Bid Proposal

Fee Proposal for FFE Services

**Sierra Madre Library Redesign and Improvements
Sierra Madre, CA**



Sierra Madre Public
LIBRARY

Read • Discover • Connect

June 27, 2024

**Leila Regan
Sierra Madre Library
FFE Services**

We are excited about the opportunity to submit the following proposal to you for furniture consulting services.

Scope

The proposal is for the planning and coordination of furniture for the Sierra Madre Public Library.

Furniture Dealer Selection

- The proposal assumes using a single dealer and approved purchasing contracts. Dealer selection would be based upon client preference between current dealer relationships or TSK suggestion.

Programming & Finish Selection

- TSK to facilitate programming meetings to discuss suggested furniture layout and product selections, in coordination with building design and program.
- TSK to provide finish material suggestions for selected products for approval.
- TSK to facilitate a follow up meeting to review all selections and finishes room by room.
- TSK to provide dealer with product direction documentation.

Quoting

- Furniture dealer to provide quotes and final drawings for all products selected.
- TSK to review quotes and submit to client for final approval.

Ordering, Delivery, Installation and Professional Development

- Dealer to be solely responsible for development and issuance of all specifications, procuring (ordering), delivering, receiving, and installing all goods and warranty related issues (collectively, the "Work"). TSK shall not have control over, charge of or be responsible for the means, methods, techniques, sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely other parties' rights and responsibilities under the Contract Documents.
- As the buyer of goods, the Library shall receive, inspect and accept or reject furniture, fixtures and equipment at the time of their delivery to the premises and installation unless otherwise agreed.



- TSK will provide walk through of each room with dealer and Library after furniture install to determine punch list; TSK to review for design intent and finishes ONLY; final punch list to be retained by dealer.

Fee Proposal

TSK proposes a lump sum fee of \$25,500 for all of the services outlines above plus the cost of the following:

1. Printing services billed at cost (no markup) and approved by the Library in advance.

TSK appreciates the opportunity to be considered for providing this service to the Sierra Madre Library.

Jonathan Richert, AIA

If the above scope of work is acceptable,

ACCEPTED AND AGREED: TSK Architects is hereby authorized to proceed with this scope of work, which is approved by the following signatory.

Authorized Signatory (Name, Title)

Date



16552 Burke Lane, Huntington Beach, CA 92647-4538
 (714) 843-9882 • (800) 444-4594 • FAX (714) 843-9202

To: Leila Regan
 City Librarian
 Sierra Madre Public Library
 350 W. Sierra Madre Blvd.
 Sierra Madre, CA 91024

 lregan@cityofsierramadre.com

Date: 8/19/2024
Job Location: Sierra Madre
Est. Lead Time: NA
Freight: NA
F.O.B.: NA
Terms: ** See Notes

ITEM	QTY.	PART NO.	DESCRIPTION	UNIT PRICE	EXTENSION
			Design Services/Furniture Project Management Services		
1.	1		<p>Design services will consist of two phases; Space Planning & Furniture Selection.</p> <p>Space Planning consists of up to 3 meetings with library staff to identify furniture, storage & equipment needs. We will develop a furniture plan to be reviewed and approved by library staff. Up to three revisions are included. Power and data locations shall be noted on the furniture plan.</p> <p>Furniture Selection options will be made based on functional and aesthetic goals. They will be presented to library staff for review. Upon approval, specifications with furniture finishes will be created. Finishes shall coordinate with the interior building finishes selected by the architect.</p> <p>Furniture Project Management shall consist of managing the timeline for furniture procurement, production, delivery, installation, and final inspection of furniture. Furniture shall be purchased directly by the library with input from Yamada Enterprises.</p>		\$ 9,000.00
2.	1		For additional work requested and approved by the library that is not outlined above, the hourly rate of \$175 will be billed.		

NOTES:

Auto CAD file to be provided by the Architect for use by Yamada Enterprises.

Fee is based on the project scope as explained to me, drawings and FF & E list in progress provided to me.

Engaging in these services shall not prohibit Yamada Enterprises from providing products for this project.

** Payment shall be due 50% at completion of Space Planning, 25% at completion of Furniture Selection and 25% at completion of project.

			TOTAL		\$ 9,000.00
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1. This quotation is subject to change unless accepted within 30 days from the above date.
2. Shipping dates are approximate and are based upon receipt of all necessary information.
3. Prices quoted do not include direct taxes imposed by Federal, State or Municipal authorities unless stated.
4. A service charge of 1½% per month (18% annum) will be charged on all past due accounts.
5. If paying with credit card, add 3.75% to total.

Linda Braverman

Linda Braverman
linda@yamadaenterprises.com



October 25, 2024

Leila Regan
City Librarian
Sierra Madre Public Library
350 W Sierra Madre Blvd
Sierra Madre, CA 91024

MARGARET SULLIVAN STUDIO

Dear Leila,

Margaret Sullivan Studio (MSS) is pleased to present the following fee proposal for the below outlined Scope of Services for the renovation of the new **Sierra Madre Public Library**. The scope to include:

- I. Furniture, Fixtures and Equipment (FF&E)

PROJECT UNDERSTANDING

- Sierra Madre Public Library (SMPL) is undertaking an extensive renovation, designed by TSK Architects.
- The renovation will result in a total space of approximately 14,000-sf.
- SMPL aims to raise approximately \$1.6M for furniture, fixings and equipment (FF&E). It is noted that this figure will be allocated to cover other project related items that typically do not fall in FF&E (technology, landscaping etc.).
- For reference, MSS estimates FF&E costs to be approximately \$45 per/sf. Industry standard for designer fees for FF&E and procurement are 12-14% of total FF&E cost.
- To negotiate these variables that are still unknown, MSS recommends the following approach.

FEE PROPOSAL APPROACH

MSS understand that SMPL have \$35,000 for a designer fee. As such, MSS suggests a 2-phase fee proposal. Phase 01 will see the FF&E and furniture plan developed to a Design Development level. Phase 02 will include the construction documentation, complete specifications and procurement of all items. The fee for Phase 02, can be incorporated into the purchasing cost based on the role and level of involvement MSS is required for.



MARGARET SULLIVAN STUDIO

SCOPE OF SERVICES (Phase 01)

This proposal assumes the following Scope of Services for each phase as follows.

I. FF&E Selection and Development

This proposal assumes in person and virtual meetings and presentations to the client to provide design direction and review. During this phase MSS will act as a consultant to the library to develop the space plan, provide design direction for furnishings, organize samples and showroom visits, and collaborate with the chosen dealer. This will take the documentation to a 'Design Development' level and will allow for preliminary budgeting to take place.

SCOPE OF SERVICES (Phase 02)

Not included in this proposal.

II. FF&E Specification, Procurement and Installation

MSS will collaborate with the chosen dealer to establish MSS' role in completing detailed FF&E specifications, procurement support, project management, installation and contract administration support for the furniture package.

This approach to Phase 02 will lead to the most effective outcome and fee for SMPL.

PRELIMINARY SCHEDULE

SMPL to confirm

- SMPL have a goal to order furniture by May/June 2025.
- Any stored furniture will need to be moved out of storage by Jan/Feb 2026.
- MSS estimates that Phase 01 will be complete by Feb/March 2024, at this point the package can be formally priced.

PROPOSED FEE

The proposed fee is outlined below for Phase 01:

Total	\$35,000.00
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MARGARET SULLIVAN STUDIO

ADDITIONAL SERVICES

This proposed fee is for the Scope of Services outlined above. Additional consultation services provided by MSS will be under a separate contract. Any additional services will be approved by the Client prior to commencement.

REIMBURSABLE EXPENSES

The majority of the work will be conducted virtually, and every effort will be made to combine trips with our other work in California. Should a trip be required as a standalone, we estimate travel fees to be approximately \$3,000 per trip for two people. Expenses incurred including travel, transportation, workshop materials, printing, and meals will be billed at cost plus 10% administrative fee. The quantity of trips to be determined at the discretion of SMPL, however MSS recommends at least two site visits, one at the commencement of the project, and one for the FF&E punch list.

BILLING

Billing will occur monthly based on percentage completion of the project. Payment is expected within 30 days.

Signature below indicates acceptance of and agreement to this proposal and all terms outlined in attached Standard Terms & Conditions.

This Agreement may also be executed by signatures to facsimile or electronic transmittal documents. A facsimile or electronically transmitted signature shall constitute an original signature for all purposes.

ACCEPTED BY: Leila Regan

Signature

Print Name

Date



City of Sierra Madre AGENDA REPORT

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

Sue Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Roberta Malfitano, Executive Assistant

REVIEWED BY: Jose Reynoso, City Manager

DATE: January 21, 2025

**SUBJECT: SUPPORT FOR THE CITY OF ARCADIA'S
APPLICATION FOR THE CALTRANS
SUSTAINABLE TRANSPORTATION PLANNING
GRANT**

STAFF RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Mayor to sign a letter of support endorsing the City of Arcadia's application for the Caltrans Sustainable Transportation Planning Grant to support their Active Transportation Plan (ATP).

ALTERNATIVES

1. Approve and authorize the City Mayor to sign the attached letter of support for the City of Arcadia.
2. Reject consideration of the City Mayor signing the letter of support for the City of Arcadia.

SUMMARY

The City of Arcadia is seeking funding through the Caltrans Sustainable Transportation Planning Grant to advance its Active Transportation Plan (ATP). The ATP focuses on improving first/last mile connections, enhancing multimodal mobility, and increasing access to transit hubs and key community destinations. These improvements aim to address critical gaps in transportation infrastructure, such as secure bike parking, pedestrian access, and enhanced safety measures around transit stops.

ANALYSIS

The Active Transportation Plan aligns with regional and statewide goals for sustainable mobility, environmental stewardship, and equitable transportation access. By prioritizing infrastructure improvements that support walking, biking, and public transit, the ATP will foster a safer, more connected, and environmentally responsible transportation network.

The City of Arcadia's ATP will benefit neighboring communities, including Sierra Madre, by improving regional connectivity, reducing traffic congestion, and supporting sustainable transportation choices. A letter of support from the City of Sierra Madre will strengthen Arcadia's grant application and demonstrate regional collaboration and commitment to shared transportation goals.

ENVIRONMENTAL (CEQA)

N/A

STRATEGIC PLAN CORRELATION

N/A

FISCAL IMPACT

Providing a letter of support for the City of Arcadia's application for the Caltrans Sustainable Transportation Planning Grant has no direct fiscal impact on the City of Sierra Madre. The action requires no financial contribution or resource allocation beyond the preparation and approval of the letter. However, if the City of Arcadia is successful in securing the grant, then the resulting Active Transportation Plan (ATP) may indirectly benefit Sierra Madre by reducing traffic congestion, improving regional connectivity, and promoting sustainable transportation options. These outcomes could translate into long-term financial benefits for Sierra Madre, such as reduced roadway maintenance costs and enhanced access to regional transit infrastructure.

PUBLIC NOTICE

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

ATTACHMENTS:

Attachment A: Letter of Support



City of Sierra Madre

OFFICE OF THE CITY COUNCIL

January 21, 2025

Tanisha Taylor
Executive Director
California Transportation Commission
1120 N. Street, MS-52
Sacramento, CA 95814

Re: Support for Arcadia's Active Transportation Plan (ATP) Project to Caltrans Sustainable Transportation Planning Grant Program

Dear Ms. Taylor,

I am pleased to submit this letter in support of Arcadia's application for funding through the Sustainable Communities Planning Grant Program to develop **Arcadia's Active Transportation Plan (ATP)**.

The Active Transportation Plan addresses key transportation, equity, and sustainability challenges throughout Arcadia, with a focus on improving first/last mile connections, multimodal mobility, and equitable access to transit hubs and key community destinations. The plan develops a framework for prioritizing and implementing community-supported and vetted active transportation projects across the City, enhancing connections to transit and regional active transportation options while reducing dependence on single-occupancy vehicles.

The City of Arcadia transit system is a critical regional resource connecting residents, employees, and visitors to jobs, schools, activity centers, and regional destinations. However, existing infrastructure surrounding transit stops lacks sufficient amenities such as secure bike parking, first/last mile connections, and pedestrian access. This project provides an opportunity to develop innovative solutions to address these gaps while promoting accessibility, safety, and sustainability. This ensures that investments are targeted to maximize their impact on mobility and accessibility. It also facilitates the coordination of multi-modal transportation solutions, integrating cycling, walking, and transit options more effectively. As a result, the overall transportation experience for both residents and visitors would be enhanced.

232 West Sierra Madre Boulevard, Sierra Madre, CA 91024
Telephone (626) 355-7135

The plan will also directly benefit underserved neighboring cities that travel into Arcadia. By integrating equitable access to sustainable transportation options, the city can ensure that historically marginalized groups have reliable and low-emission alternatives for traveling to work, school, and recreational spaces.

Additionally, the City does not currently have a comprehensive Active Transportation Plan, nor bicycle, pedestrian, or school safety plans, which could significantly expand the City's capacity to implement long-term transportation goals, including enhanced biking infrastructure, safer pedestrian routes, and more efficient transit connections. By addressing critical first/last mile gaps and promoting multi-modal transportation, this initiative will improve regional connectivity, reduce greenhouse gas emissions, foster sustainable urban development, and have a lasting positive impact on the community's quality of life.

As a representative of the City of Sierra Madre, I commend Arcadia's innovative and equity-centered approach to addressing these challenges through meaningful community engagement and a data-driven planning process. This effort will enhance mobility, sustainability, and economic development for the city and the surrounding region.

I strongly encourage your support for **Arcadia's Active Transportation Plan (ATP)** to advance these important goals.

Sincerely,

Robert Parkhurst
Mayor
City of Sierra Madre

*232 West Sierra Madre Boulevard, Sierra Madre, CA 91024
Telephone (626) 355-7135*

232 West Sierra Madre Boulevard, Sierra Madre, CA 91024
Telephone (626) 355-7135



City of Sierra Madre Agenda Report

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

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Clare Lin, Planning & Community Preservation Acting Director

PREPARED BY: Joshua Wolf, Senior Planner

REVIEWED BY: Jose Reynoso, City Manager

DATE: January 21, 2025

SUBJECT: FINAL SUBDIVISION MAP APPROVAL FOR PARCEL MAP NO. 83267, A LOT SUBDIVISION AT 91 E. ORANGE GROVE AVE.

RECOMMENDATION

The City Council is requested to:

1. Review and approve the final subdivision map for Parcel Map No. 83267 (Attachment A); and
2. Authorize the City Clerk to certify Parcel Map No. 83267.

BACKGROUND

- On November 12, 2020, the City received a tentative parcel map proposing a subdivision for the property located at 91 E. Orange Grove Avenue. Following the submittal, the tentative map was forwarded to the Fire Department, Public Works Department, and Building and Engineering Services for review and comments.
- On March 4, 2021, at a noticed public hearing, the Planning Commission reviewed and recommended the City Council approve the tentative parcel map.
- On March 23, 2021, at a noticed public hearing, the City Council reviewed and, pursuant to Resolution 21-17, approved the tentative parcel map. Approval granted was effective for two (2) years, expiring on March 24, 2023.
- On February 1, 2023, a two-year extension of the approval of the tentative parcel map was granted, to expire on March 24, 2025.
- On January 16, 2024, a permit was issued for the demolition of all existing structures on site. Demolition of existing structures on the property has been completed. The demolition is a condition of approval which is required prior to the final map approval.

ANALYSIS

The project was approved based on the finding that the proposed subdivision was in compliance with the designation of the General Plan and the development standards of the Zoning Code. After the tentative map was approved, the applicant prepared the final map and obtained approval through the City's Engineering service. The applicant also completed the demolition of all existing structures on the site and started grading and excavation activities in preparation for the construction of new single-family homes.

The applicant, JMT Peninsula, LLC, has received the requisite approvals to continue through the subdivision process. Staff, therefore, recommends that the City Council approve the final map. The action requested by the City Council at this time is one of the last steps toward finalizing the subdivision and creating two (2) parcels of land, one measuring 20,682 square feet and the other measuring 20,927 square feet.

FINANCIAL REVIEW

Prior to obtaining the signature of the Maps from the City Treasurer, the applicant is required to provide verification from the County Assessor that all outstanding property taxes on the subject property have been paid. Once the City Treasurer signs the Final Map, it is submitted by the applicant to the County for recordation, finalizing the subdivision.

Approval of the final subdivision map for Parcel Map No. 83267 will create one (1) additional residential parcel for which a land value will be determined by the Los Angeles County Office of the Assessor. Together with the improvement of the newly created residential parcel, the property will generate additional revenue for the City in the form of a portion of property tax that is based on the determined land value and the value of the improvements made to the property.

STRATEGIC PLAN CORRELATION

Approval of a subdivision is not addressed within the City of Sierra Madre Strategic Plan.

ENVIRONMENTAL (CEQA)

On March 23, 2021, pursuant to Resolution 21-17, the City Council declared that the project is exempt from environmental review. Pursuant to section 15315 of the California Environmental Quality Act (CEQA), this project qualifies for Class 15 categorical exemption from environmental review because the project consists of the subdivision of property located in an urbanized area zoned for residential use into four or fewer parcels and because the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

PUBLIC NOTICE PROCESS

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

Attachments

Attachment A – Parcel Map No. 83267

PARCEL MAP NO. 83267

IN THE CITY OF SIERRA MADRE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE RE-SURVEY OF G.B. DAVIS TRACT, AS PER MAP RECORDED IN BOOK 42, PAGE 54 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SUBDIVIDER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE SUBDIVIDERS OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

JMT PENINSULA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (SUBDIVIDER)

BY: _____, MANAGING MEMBER

RECORD OWNER

JMT PENINSULA LLC

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF } SS

ON _____ BEFORE ME, _____, NOTARY PUBLIC

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

PRINTED NAME _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

COUNTY IN WHICH COMMISSIONED: _____

EASEMENT NOTES

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRICAL SUPPLY AND COMMUNICATIONS SYSTEM RECORDED SEPTEMBER 25, 1980 AS INSTRUMENT NO. 80-939617 OF OFFICIAL RECORDS

GENERAL TELEPHONE COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT FOR POLES, WIRES AND INCIDENTAL PURPOSES RECORDED DECEMBER 15, 1980 AS INSTRUMENT NO. 80-1255326 OF OFFICIAL RECORDS

COUNTY TAX CERTIFICATES

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DATE: _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 83267 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DATE: _____
DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN COMFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JMT PENINSULA LLC ON JANUARY 2, 2007. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ALFRED J. THELWELL DATE
LS 6999 EXPIRES: 9/30/2025



BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING OF N89°30'00"E OF THE CENTERLINE OF ORANGE GROVE AVENUE AS SHOWN ON TRACT MAP NO. 25185, M.B. 652-41-42

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF 3 SHEETS; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

RONALD J. STEIN, RCE 86877 DATE
CITY ENGINEER - CITY OF SIERRA MADRE
EXP. 03/31/2025

CITY SURVEYOR STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP CONSISTING OF 2 SHEETS, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DAVID O. KNELL, PLS 5301 DATE
CONTRACT CITY SURVEYOR



CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF SIERRA MADRE TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER - CITY OF SIERRA MADRE DATE

CITY CLERK CERTIFICATE

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF SIERRA MADRE AT A REGULAR MEETING THEREOF HELD ON _____ DAY OF _____, 20____ AND THEREUPON THE COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

CITY CLERK - CITY OF SIERRA MADRE DATE

PARCEL MAP NO. 83267

IN THE CITY OF SIERRA MADRE
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

LEGEND:

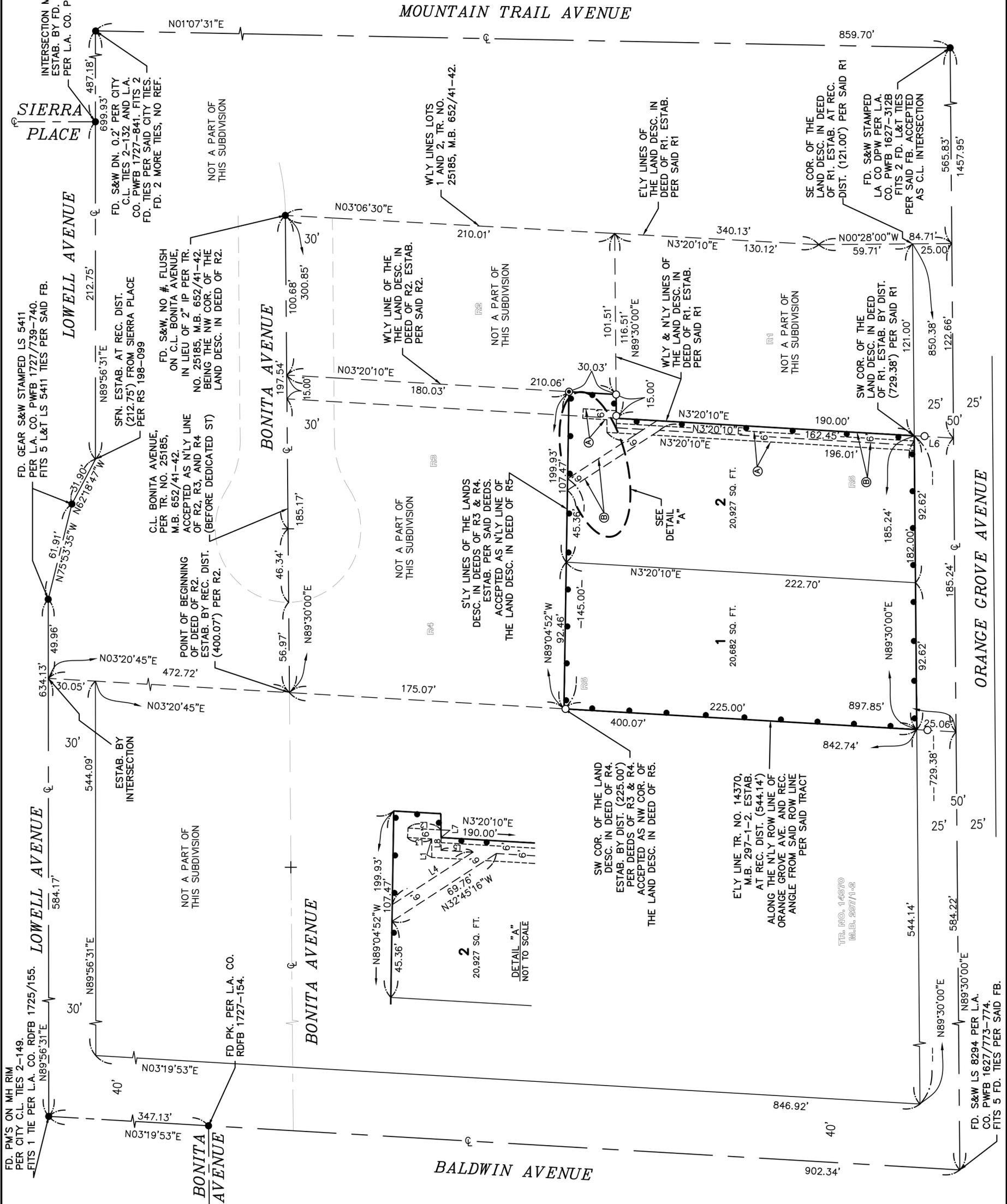
INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

REFERENCES:

- R1: 20122033671, O.R. 12/31/2012
- R2: 20230186911, O.R. 3/23/2023
- R3: 20121710592, O.R. 11/9/2012
- R4: 20170903277, O.R. 8/10/2017
- R5: 20201182399, O.R. 9/28/2020

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.00'	N89°30'00"E
L2	21.00'	N03°20'10"E
L3	15.39'	N03°20'10"E
L4	57.53'	N32°45'16"W
L5	17.37'	N03°20'10"E
L6	25.06'	N03°20'10"E
L7	4.76'	N89°30'00"E
L8	6.01'	N89°30'00"E

- (A) 6' WIDE EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRICAL SUPPLY SYSTEM AND COMMUNICATION SYSTEM PURPOSES REC. 9-25-80 AS INST. NO. 80-939617, O.R.
- (B) 6' WIDE EASEMENT OF GENERAL TELEPHONE COMPANY OF CALIFORNIA FOR THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND OTHER PURPOSES REC. 12-15-80 AS INST. NO. 80-1255326 O.R.
- INDICATES FOUND MONUMENT AS NOTED.
- INDICATES SET L&T TAGGED LS 6999 OTHERWISE AS NOTED.
- ⊙ INDICATES SET 2" IP, CEMENT PLUG, BRASS TACK, TAGGED LS 6999, FLUSH. OTHERWISE AS NOTED.
- SEE MONUMENTATION OF PROPERTY CORNERS ON SHEET 3





City of Sierra Madre Agenda Report

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

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Clare Lin, Planning & Community Preservation Acting Director

PREPARED BY: Joshua Wolf, Senior Planner

REVIEWED BY: Jose Reynoso, City Manager

DATE: January 21, 2025

SUBJECT: RESOLUTION 25-04 APPROVING A TIME EXTENSION OF TENTATIVE PARCEL MAP APPROVAL FOR PARCEL MAP NO. 83920, A CONDOMINIUM SUBDIVISION AT 182 S. BALDWIN AVENUE

RECOMMENDATION

It is recommended the City Council:

1. Approve a twenty-four month time extension of the tentative parcel map approval for Parcel Map No. 83920, pursuant to Resolution 25-04 (Attachment A).

ALTERNATIVES

The City Council may:

1. Approve a twenty-four month time extension of the tentative parcel map approval for Parcel Map No. 83920, pursuant to Resolution 25-04 (Attachment A); or
2. Approve a time extension of the tentative parcel map approval for Parcel Map No. 83920 for a time specified; or
3. Deny the request for time extension of the tentative parcel map approval for Parcel Map No. 83920, specifying the significant changes in the General Plan or Municipal Code relative to the project.

BACKGROUND

- On July 8, 2022, the City received a tentative parcel map proposing a subdivision for the property located at 182 S. Baldwin Avenue. Following the submittal, the tentative map was forwarded to the Fire Department, Public Works Department, and Building and Engineering

Services for review and comments.

- On January 19, 2023, at a noticed public hearing, the Planning Commission reviewed and recommended the City Council approve the tentative parcel map.
- On February 28, 2023, at a noticed public hearing, the City Council reviewed and approved the tentative parcel map. Pursuant to City Council Resolution 23-21 (Attachment B), the approval granted is effective for two (2) years, expiring on February 28, 2025.
- On August 30, 2023, the applicant submitted construction plans for review to the Building and Safety Division. The staff of the Planning Department, Public Works Department, Fire Department, and Building and Engineering services reviewed the plans in several rounds of revision and have all indicated their recommendation for approval to the Building Official.
- On December 9, 2024, the City received a request for a time extension of the approval of the tentative parcel map for Parcel Map No. 83920 (Attachment C).

ANALYSIS

The property at 182 S. Baldwin Avenue is currently a developed single-family home. Parcel Map No. 83920 involves the subdivision of airspace parcels to create four residential units for a condominium project.

Sierra Madre Municipal Code (“SMMC”) section [16.12.100](#) states that “[a]pproved or conditionally approved tentative maps shall expire twenty-four months following approval or conditional approval, unless an extension for a period or periods, not to exceed a total of twenty-four months is granted by the city council.”

The project was approved on the finding that the proposed subdivision was in compliance with the designation of the General Plan and the development standards of the Zoning Code. The SMMC does not specify necessary findings for approval of tentative subdivision map time extensions. Based on the common practices of other local municipalities, staff finds:

- **That there have been no changes to the provisions of the General Plan, any applicable specific plan, or the municipal codes applicable to the project since the approval of the tentative parcel or tract map;** in that, since February 28, 2023, there were no changes to the General Plan or any municipal code that would significantly apply to the project or alter the outcome of the project were it newly submitted as of the date of this resolution. There is no specific plan applicable to this project or this project’s site.
- **That there have been no changes in the character of the site or its surroundings that affect how the policies of the General Plan, any applicable specific plan, or other standards of the municipal code apply to the project;** in that, regarding residential development within designated multifamily land use areas, policies of the general plan and municipal code generally involve a characteristic identified for the local neighborhood area specific to the development site. The project site is primarily identifiable on South Baldwin Avenue, within a residential neighborhood comprised of

single- and multiple-family housing, many being historic craftsman buildings. Since the approval of the Tentative Parcel Map, there have been no exterior changes to the subject property, which is not identified to be among the historic craftsman homes within the immediate neighborhood. Furthermore, the development continues to be subject to the condition that the stone pilasters located at the front of the property, which have historically marked the driveway entrance of the Yerxa House, will be protected in place through the development of the condominium project.

- **That there have been no changes to the capacities of community resources, including but not limited to roads, sewage treatment or disposal facilities, schools, or water supply so that there is no longer sufficient remaining capacity to serve the project;** in that, since February 28, 2023, there have been no changes that reduce the capacities of any public utilities or services pertaining to the subject property.

There has been no significant changes to any aspects of the General Plan or Municipal Code that would render the project inconsistent if proposed today.

The applicant, Eric Lin, has demonstrated progress of the project's execution through the submittal and thorough revision of all necessary construction and improvement plans. The applicant is requesting a time extension for the reasonable accommodation of the current tenant at the property. Staff, therefore, recommends that the City Council approve a twenty-four-month time extension of the tentative parcel map approval for Parcel Map No. 83920 (Attachment D).

FINANCIAL REVIEW

The applicant has fulfilled all required processing fees for the extension of the tentative parcel map, in accordance with the Sierra Madre Municipal Code and City Council resolutions.

If approved, Parcel Map No. 83920 will create three (3) additional residential parcels. These new parcels will increase the assessed land value, as determined by the Los Angeles County Office of the Assessor. Along with the improvements on the newly developed parcels, this project is anticipated to generate additional property tax revenue for the City. This revenue will contribute to the City's General Fund, enhancing its ability to support municipal services and operations.

This approval ensures that the City aligns with its development goals while generating long-term fiscal benefits through property tax increments associated with the subdivision and improvements.

STRATEGIC PLAN CORRELATION

Approval of a time extension for a subdivision is not addressed within the City of Sierra Madre Strategic Plan.

ENVIRONMENTAL (CEQA)

The act of extending the expiration date for a tentative parcel map approval is not considered a “project” under the California Environmental Quality Act ([Public Resources Code §21065](#)) because it does not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

On February 28, 2023, pursuant to Resolution 23-21, the City Council declared that the project is exempt from environmental review. Pursuant to section 15315 of the California Environmental Quality Act (CEQA), this project qualifies for Class 15 categorical exemption from environmental review because the project consists of the subdivision of property, located in an urbanized area zoned for residential use, into four or fewer parcels and because the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

PUBLIC NOTICE PROCESS

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

Attachments

- Attachment A – Resolution 25-04
- Attachment B – Resolution 23-21
- Attachment C – Request for Extension
- Attachment D – Tentative Parcel Map No. 83920

CITY COUNCIL RESOLUTION 25-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA AMENDING RESOLUTION 23-21 FOR THE PURPOSE OF EXTENDING THE EXPIRATION DATE OF A CONDITIONALLY APPROVED TENTATIVE PARCEL MAP (TPM 22-02) FOR A CONDOMINIUM PROJECT LOCATED AT 182 SOUTH BALDWIN AVENUE

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

WHEREAS, on February 28, 2023, the City Council passed, approved, and adopted Resolution 23-21 conditionally approving a Tentative Parcel Map (TPM 22-02) for the subdivision of an existing 13,448 square foot parcel for a four (4) unit condominium project; and

WHEREAS, pursuant to Resolution 23-21, the approved Tentative Parcel Map (TPM 22-02) was declared a Class 15 Categorical Exemption, pursuant to Section 15315 of the California Environmental Quality Act (CEQA), because the project constitutes division of land of four or less parcels, is in conformance with the Sierra Madre General Plan and zoning requirements, does not require variances or exceptions, maintains accessibility and availability of services, is not part of a larger parcel division undertaken within two years prior the date of application, and does not have an average slope greater than twenty percent; and

WHEREAS, pursuant to Sierra Madre Municipal Code section 16.12.100, approved or conditionally approved tentative maps shall expire twenty-four months following the approval or conditional approval unless an extension for a period or periods, not to exceed a total of twenty-four months is granted by the City Council; and

WHEREAS, on December 9, 2024, the applicant for tentative parcel map filed a written request to extend the expiration date.

NOW THEREFORE, in consideration of the evidence received, the City Council does resolve as follows:

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

SECTION 2. Amendment. Resolution 23-21 of the City Council of the City of Sierra Madre, together with Exhibit A - Conditions of Approval, is incorporated herein by reference except amended as follows:

- The expiration date of the conditionally approved Tentative Parcel Map (TPM 22-02) shall be extended to February 28, 2027, a period not extending more than twenty-four months beyond the initial expiration date.

SECTION 3. Findings. In consideration of the request for extension to the approval of the Tentative Parcel Map (TPM 22-02), the City Council hereby finds the following:

- 1. That there have been no changes to the provisions of the General Plan, any applicable specific plan, or the municipal codes applicable to the project since the approval of the tentative parcel or tract map;** in that, since February 28, 2023, there were no changes to the General Plan or any municipal code that would significantly apply to the project or alter the outcome of the project were it newly submitted as of the date of this resolution. There is no specific plan applicable to this project or this project's site.
- 2. That there have been no changes in the character of the site or its surroundings that affect how the policies of the General Plan, any applicable specific plan, or**

other standards of the municipal code apply to the project; in that, regarding residential development within designated multifamily land use areas, policies of the general plan and municipal code generally involve a characteristic identified for the local neighborhood area specific to the development site. The project site is primarily identifiable on South Baldwin Avenue, within a residential neighborhood comprised of single- and multiple-family housing, many being historic craftsman buildings. Since the approval of the Tentative Parcel Map, there have been no exterior changes to the subject property, which is not identified to be among the historic craftsman homes within the immediate neighborhood. Furthermore, the development continues to be subject to the condition that the stone pilasters located at the front of the property, which have historically marked the driveway entrance of the Yerxa House, will be protected in place through the development of the condominium project.

- 3. That there have been no changes to the capacities of community resources, including but not limited to roads, sewage treatment or disposal facilities, schools, or water supply so that there is no longer sufficient remaining capacity to serve the project;** in that, since February 28, 2023, there have been no changes that reduce the capacities of any public utilities or services pertaining to the subject property.

SECTION 4. Environmental. Pursuant to the California Environmental Quality Act (CEQA) and Public Resources Code Section 21065, the act of extending the expiration date for a tentative parcel map approval is not considered a “project” because it does not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

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

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

PURSUANT TO THE ABOVE, IT IS RESOLVED that the City Council conditionally approves of TIME EXTENSIONS OF TENTATIVE PARCEL MAP 22-02, subject to the conditions as provided in Exhibit A of Resolution 23-21.

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

PASSED, APPROVED, AND ADOPTED the 14th day of January, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Robert Parkhurst, Mayor
Sierra Madre Planning Commission

ATTEST:

City Council Resolution 25-04
January 14, 2025

Laura Aguilar, City Clerk

I LAURA AGUILAR, CITY CLERK OF THE CITY OF SIERRA MADRE, hereby certify that the foregoing Resolution Number was adopted by the City Council of the City of Sierra Madre at the regular meeting held on the 14th day of January, 2025.

CITY COUNCIL RESOLUTION 23-21

RESOLUTION 23-21 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA CONDITIONALLY APPROVING A TENTATIVE PARCEL MAP (TPM 22-02), A REQUEST TO SUBDIVIDE PROPERTY FOR CONDOMINIUM PURPOSES, LOCATED AT 182 SOUTH BALDWIN AVENUE

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

WHEREAS, an application for a TENTATIVE PARCEL MAP was filed by:

**Eric Lin and Hoang Anh Thi Ngo
3145 San Pasqual St.
Pasadena, CA 91107**

WHEREAS, the Tentative Parcel Map can be described as:

Tentative Parcel Map No. 83920, a subdivision of an existing 13,448 square foot parcel for a four (4) unit condominium project;

WHEREAS, the Tentative Parcel Map applies to the property located at 182 South Baldwin Avenue, Sierra Madre, CA 91024, legally described as:

LOT 4 OF TRACT NO. 14370, IN THE CITY OF SIERRA MADRE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 297, PAGES 1 TO 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5767-038-006

WHEREAS, on January 19, 2023, the Planning Commission received a report and recommendations of staff; and

WHEREAS, a public hearing was held before the Planning Commission on January 19, 2023 with all testimony being received being made part of the public record; and

WHEREAS, on January 19, 2023 the Planning Commission adopted Planning Commission Resolution 23-01 recommending City Council conditionally approve the Tentative Parcel Map (TPM 22-02), a request to subdivide property for condominium purposes located at 182 S. Baldwin Avenue; and

WHEREAS, on January 19, 2023 the Planning Commission adopted Planning Commission Resolution 23-02 conditionally approving a Conditional Use Permit (CUP 22-04), a request to construct a four-unit condominium located at 182 S. Baldwin Avenue; and

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

WHEREAS, a public hearing was held before the City Council on February 28, 2023 with all testimony being received being made part of the public record; and

WHEREAS, the proposed project qualifies for a Class 15 Categorical Exemption, pursuant to Section 15315 of the California Environmental Quality Act (CEQA), as the project constitutes division of land of four or less parcels, is in conformance with the Sierra Madre General Plan and zoning requirements, does not require variances or exceptions, maintains accessibility and availability of services, is not part of a larger parcel division undertaken within two years prior the date of application, and does not have an average slope greater than twenty percent;

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

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

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

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

SECTION 2.3. Pursuant to Sierra Madre Municipal Code Section 16.40.030, the tentative tract map or parcel map shall be denied if any of the following findings are made by the city council:

A. That the proposed map is not consistent with applicable general and specific plans.

The proposed map is consistent with applicable general and specific plans in that the subject property has a General Plan Land Use Designation of RHD-13 (Residential High Density at 13 dwelling unit per acre). The subject tentative parcel map will provide for the retention of Sierra Madre's neighborhoods characterized by single-family dwellings. The proposed subdivision is consistent with the objectives of the City's R-3-13 standards which serve to help carry out the goals and objectives of the City's General Plan. The current General Plan Land Use Designation, which may allow a multifamily development at 13 dwelling units per acre, could permit up to 4 dwelling units on this property. Furthermore, utilities necessary for the project are found to be compatible for the existing water and sewer services.

This finding is made pursuant to Sierra Madre Municipal Code Section 16.40.030(A) and Section 16.12.070 as required by California Government Code Sections 66473.5 and 66474(a).

B. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

The design and improvement of the proposed condominium project is consistent with the applicable general and specific plans in that the proposed improvement of the subdivision is consistent with general plan designation of RHD-13 (Residential High Density at 13 dwelling unit per acre). The primary improvement, a development of a four-unit condominium project designed within two detached buildings, meets standards of development including density, setbacks, height and articulation.

This finding is made pursuant to Sierra Madre Municipal Code Section 16.40.030(B) and Section 16.12.070 as required by California Government Code Section 66474(b).

C. That the site is not physically suitable for the type of development.

The site is physically suitable for a four-unit condominium project in that the single lot is currently used for residential purposes and the subdivision will result in a 4-unit condominium of residential use. The tentative parcel map does not propose alteration to the existing configuration of the lot other than to subdivide the land in common interest. The proposed improvements include removing the existing driveway and adding one to the southern side of the property at 12 feet uniform

width; proposed buildings are sited such that at least 24 feet of horizontal distance is provided for vehicle back-out from garages accommodating complete vehicle circulation onto and off the property. The net increase of three dwelling units is not anticipated to significantly impact traffic as the project is located on Baldwin Avenue, one of the main corridors of the city. Regarding refuse, Athens Services has confirmed that the proposed development is suitable for each unit to maintain individual receptacles and it is not necessary to provide larger waste bins.

This finding is made pursuant to Sierra Madre Municipal Code Section 16.40.030(C) and Section 16.12.070 as required by California Government Code Section 66474(c).

D. That the site is not physically suitable for the proposed density of development.

The site is physically suitable for the proposed density and development in that the subdivision will not increase density or intensify use in the residential zone since it will result in a four-unit condominium development, a density in conformance with the city standards for multifamily development in the R-3-13 zone.

This finding is made pursuant to Sierra Madre Municipal Code Section 16.40.030(D) and Section 16.12.070 as required by California Government Code Section 66474(d).

E. That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat in that the proposed subdivision involves property that is currently developed with single-family residential uses, therefore it will not create new types of development that could affect wildlife habitat. Tree species protected by the Sierra Madre Municipal Code will be preserved on the site with the exception of one Coast Live Oak tree identified for removal due to its poor health – its removal will be mitigated. There are no fish habitats on the affected property. The subject parcels are within an established R-3-13 zone and is surrounded by other existing residential properties.

This finding is made pursuant to Sierra Madre Municipal Code Section 16.40.030(E) and Section 16.12.070 as required by California Government Code Section 66474(e).

F. That the design of the subdivision or type of improvements is likely to cause serious public health problems.

The design of the condominium project and its improvements are not likely to cause serious public health problems in that the proposed subdivision will only affect ownership of existing uses, and will not create new types of development that could create public health problems. Proposed building siting is situated relatively equidistant from residential structures on immediately adjacent properties. Furthermore, any future improvements will be subject to the requirements of Public Works and Planning and Community Preservation Departments established to protect the public health, safety and welfare.

This finding is made pursuant to Sierra Madre Municipal Code Section 16.40.030(F) and Section 16.12.070 as required by California Government Code Section 66474(f).

G. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

The design of the condominium project and the improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision in that access for each parcel will be provided without need for any access easements. The subject property does not include any existing public access easements and the proposed subdivision will not create the need for, or conflict with, any such easements.

This finding is made pursuant to Sierra Madre Municipal Code Section 16.40.030(G) and Section 16.12.070 as required by California Government Code Section 66474(g).

SECTION 2.4. Pursuant to California Government Code Section 66474.6, the proposed subdivision causes no violation of existing requirements prescribed by a California regional water quality control board pursuant to Division 7 (commencing with Section 13000) of the Water Code, thus disapproval of the proposal may not be found on this basis.

SECTION 2.5. Environmental. Pursuant to the California Environmental Quality Act (CEQA) and Public Resources Code Section 21100, the project qualifies for a Class 15 categorical exemption, pursuant to Section 15315 of Article 19 of the California Environmental Quality Act, as the project constitutes division of land of four or less parcels, is in conformance with the Sierra Madre General Plan and zoning requirements, does not require variances or exceptions, maintains accessibility and availability of services, is not part of a larger parcel division undertaken within two years prior the date of application, and does not have an average slope greater than twenty percent. Thusly, the project will have no significant effect on the environment and is not subject to the preparation of an environmental impact report pursuant to subdivision (a) of Section 21100 of the Public Resources Code.

SECTION 3. Housing Accountability Act. Pursuant to California Government Code Section 65589.5, subdivision (j), and whereas findings for approval of a Tentative Parcel Map are consistent with this section of the California Government Code, the City Council hereby finds that the proposed housing development project will not have a significant, quantifiable, direct, and unavoidable impact upon the public health or safety. Thusly, grounds for disapproval of the project may not be made upon this basis nor shall the project be conditioned to require development at a lower density.

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

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

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

PURSUANT TO THE ABOVE, IT IS RESOLVED that the City Council conditionally approves of TENTATIVE PARCEL MAP 22-02, subject to the attached conditions as provided in Exhibit A herein.

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

PASSED, APPROVED, AND ADOPTED the 28th day of February 2023, by the following vote:



Edward Garcia, Mayor

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

NOES: NONE

ABSENT: NONE

ABSTAINED: NONE



Laura Aguilar, City Clerk

I LAURA AGUILAR, CITY CLERK OF THE CITY OF SIERRA MADRE, hereby certify that the foregoing Resolution Number was adopted by the City Council of the City of Sierra Madre at the regular meeting held on the 28th day of February 2023.

EXHIBIT A

CONDITIONS OF APPROVAL Tentative Parcel Map 22-02

1.0 General Conditions:

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

2.0 Planning Conditions:

Applicant shall:

- 2.1 Prepare and submit Conditional Use Permit applications for condominium project, in connection with this entitlement, to the Planning & Community Preservation Department within two (2) years from the date of approval of this Tentative Tract Map; failure to meet this condition shall constitute abandonment of the project rendering the entitlement null and void.
- 2.2 Submit to the Planning and Community Preservation Department Covenants, Conditions and Restrictions (CC&R's), incorporating the Conditional Use Permit as nonamendable, for city attorney review and approval by the Planning Commission and/or City Council prior to the submittal of the Final Parcel Map.
- 2.3 Prepare a Final Parcel Map which is in substantial conformance with all applications, supporting materials and Tentative Parcel Map received on November 15, 2022, submitted in connection with this entitlement.
- 2.4 Obtain a demolition permit and demolish the existing structures prior to approval of the final parcel map. The three stone pilasters located at the front of the property shall at all times remain preserved in place through the construction and development of the project.

- 2.5 Submit Development Impact Fees prior to issuance of building permits for any new development in connection with this entitlement.
- 2.6 Preserve all stone pilasters located at the front of the property, ensuring protection during all construction activity related to the project.

3.0 Public Works Conditions:

Applicant shall:

3.1 Requirements for Grading & Drainage, Low Impact Development (LID)

- 3.1.1 This project is subject to LID requirements since it is proposing the addition or replacement of 500 square feet or more of impervious surfaces.
- 3.1.2 A Private Engineer (or Engineer of record) to prepare a hydrology/LID report to address compliance with the MS4 /NPDES requirements.
- 3.1.3 Applicant to retain the services of CA licensed civil engineer. As Per SMMC 15.58.080 Engineer of record shall design the drainage systems, and provide engineering calculations, in accordance with these directives to retain, and infiltrate the 85th percentile of rainfall for Sierra Madre, which varies between 1.05 and 1.12 inches. Engineer of record shall design the drainage configuration of the development to account for this directive. (The LID Report is in accordance with LA County's most recent LID Manual. However, The City of Sierra Madre requires an LID plan that captures the 85th percentile 24-hour rain event and does **NOT** follow LA County's simple BMP selection for residential properties 4-units or less)
- 3.1.4 Private Engineer to prepare a grading drainage, LID plan to a scale not less than 1"=10'.
- 3.1.5 The engineer of record shall also in addition to the LID design provide a design of the drainage system for a 50 year storm.
- 3.1.6 SOILS/GEOTECHNICAL REPORT REQUIRED Applicant/owner to retain the services of a geotechnical engineer to obtain an adequate numbers of soil samples from the site, analyze the samples, and prepare a soils/geotechnical report and make recommendations on the condition of the soil at the project site. At least one of the samples to be located in the area where the proposed infiltration units will be located. The analysis and report shall conform to CBC requirements, latest edition, and SMMC.
- 3.1.7 PERCOLATION RATE STUDY
 - a. Soils engineer for the project to submit a soil percolation rate value based on a study from soil sample taken at the site at the depth of where the infiltration units will percolate the runoff to the soil strata.
 - b. Soils/geotechnical engineer of record shall submit an analysis (in a separate report) on the extent of soil settlement beneath the infiltration units. Soils/geotechnical engineer to make recommendations on measures to be implemented by the Contractor to minimize excessive settlement of the soils strata beneath the infiltration units Report and analysis to be prepared following guidelines included in the LA County LID Manual. Report should indicate the maximum ground settlement expected with the type of soil on the lot.
- 3.1.8 Soils engineer of record to prepare on a separate sheet calculation for the time it will take any runoff to percolate through the soils strata. The maximum time allowed for runoff to percolate is 96 hours.

3.2 Requirements for Utilities

- 3.2.1 All buildings and additions shall be connected to the public sewer. Utility trenching

shall be identified in future submissions.

- 3.2.2 The plan shall show the sewer connection for the project, to be in close proximity to an Oak Tree near the property line. There are concerns about excavating near what could be a protected species of trees. Owner/applicant's arborist to address this issue, in detail. The close proximity of the tree to the proposed sewer location could be detrimental to both the tree and the sewer lateral, where potential roots can intrude into the sewer pipe and may cause costly sewer blockages or even spills. The applicant should provide mitigation measures for this situation.
- 3.2.3 New sewer connection may be necessary, in this case, the applicant must submit for a LA County Sanitation permit for a new connection to County Trunk Line.
- 3.2.4 Public Excavation from the City will also be necessary for any excavation into City Property.
- 3.2.5 Applicant shall also identify water services (meter locations and utility trenching) on future submissions.
- 3.2.6 Applicant shall apply for new water services connections with the Water Department.

3.3 Requirements for Demolition Activities

- 3.3.1 A Demolition Permit is required for the existing structure. The applicant will need to meet all Public Works Demolition Requirements before a Demolition Permit is issued. A checklist of requirements is provided.

3.4 Additional Requirements

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

4.0 Fire Department Conditions:

- 4.1 NFPA 13D Residential fire sprinklers are required. Application shall include on plans submitted in connection with the application for Conditional Use Permit, and subsequently Plan Check, notes that such a fire sprinkler system is required and will be installed as part of the construction of the four-unit condominium project.

(end of conditions)

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

Subject: 182 S. Baldwin Avenue Tentative Parcel Map Extension

Tentative Parcel Map No. 83920
Case No.: TPM 22-02
City Council Resolution: 23-21
Expiration: February 28, 2025

To Whom it may Concern,

I would like to request for an extension for the Tentative Parcel Map approval. This request is being made because project start and demolition are being delayed to accommodate my tenant who is active military and would like to avoid the need to move while deployed.

Thank you for your understanding,

A handwritten signature in black ink that reads "Eric Lin". The signature is written in a cursive, flowing style.

Eric Lin
Owner

ATTACHMENT D

TENTATIVE PARCEL MAP AND PRELIMINARY GRADING PLAN

SHEET T-1

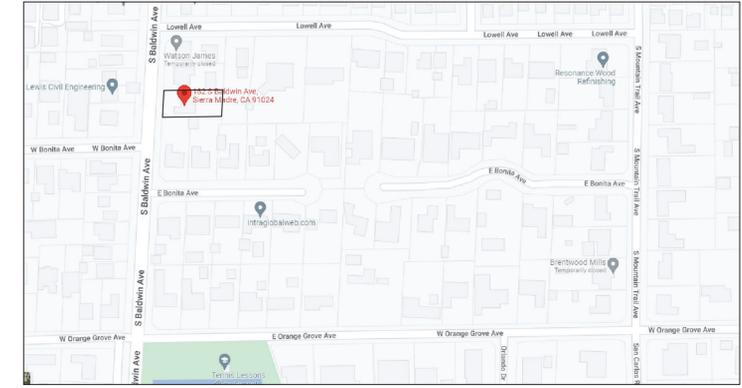
TENTATIVE PARCEL MAP NO. 83920

TENTATIVE PARCEL MAP NO. 83920

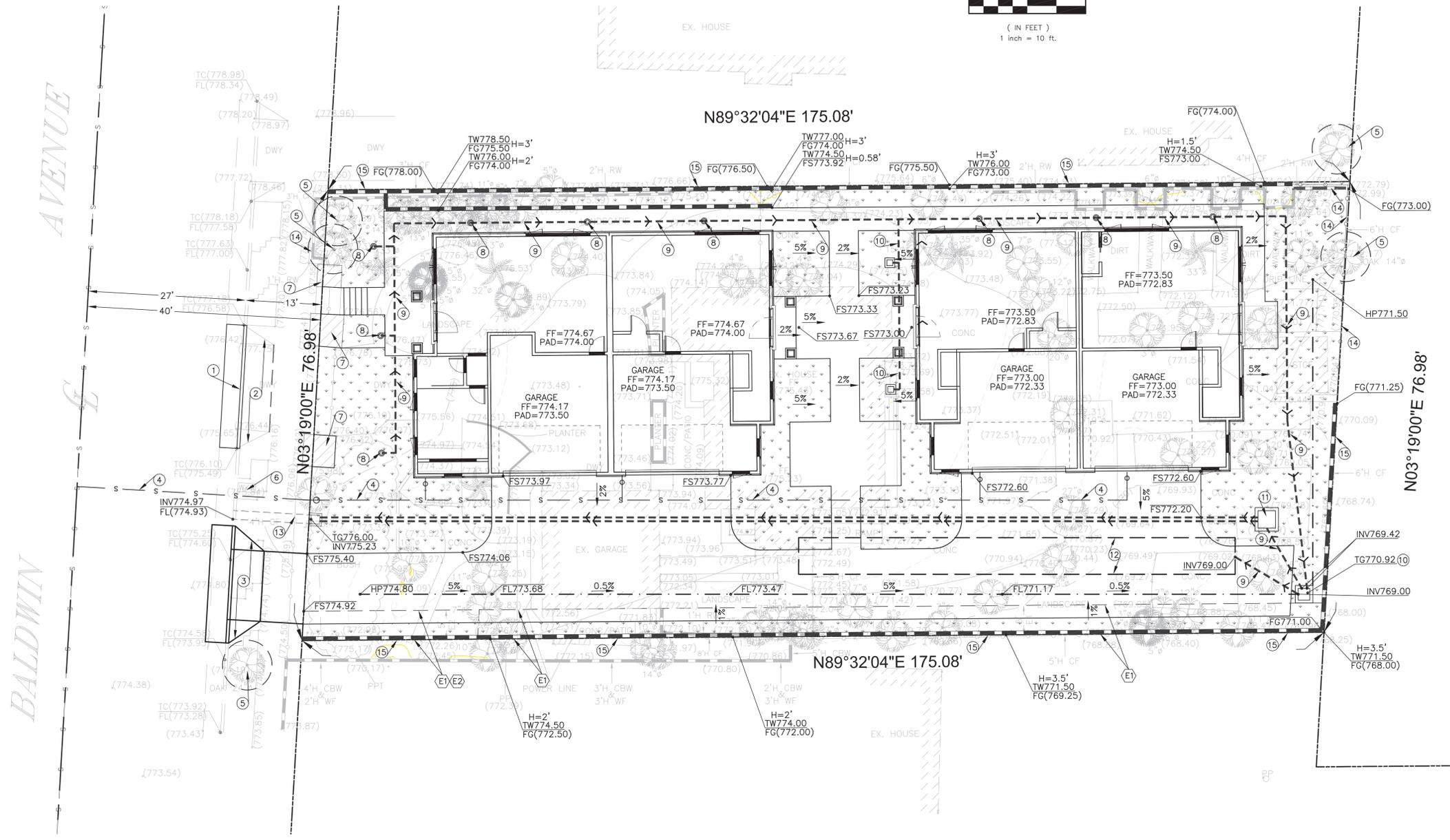
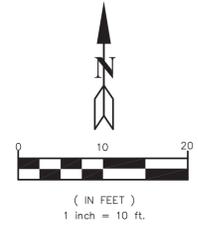
FOR CONDOMINIUM PURPOSES

LOT 4 OF TRACT NO. 14370, IN THE CITY OF SIERRA MADRE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 297, PAGES 1 TO 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 5767-038-006



VICINITY MAP
NTS



PROJECT INFORMATION:

TOTAL AREA: 13,448.24 SF
 DISTRUBED AREA: 13,448.24 SF
 IMPERVIOUS AREA: 10,226.68 SF (76.04%)
 PERVIOUS AREA: 3,221.56 SF

BENCHMARK:

COUNTY B.M. NUMBER HG4020

RDBM TAG IN E CB BALDWIN AVE 26FT E/O C/L & 8.2 FT S/O C/L PROD BONITA AVE (FR THE W)

ELEVATION: 770.175' (NAVD 1988)

OWNER:

ERIC LIN AND HOANG ANH THI NGO
 3145 SAN PASQUAL ST.,
 PASADENA, CA 91107
 TEL: 818-419-2387

EARTHWORK QUANTITIES:

CUT 200 CY
 FILL 200 CY
 EXPORT 0 CY

UTILITIES

CABLE	SPECTRUM	1-800-892-4357
ELECTRICITY	SCE	1-800-655-4555
GAS	SOCAL GAS	1-877-238-0092
SEWER	CITY OF SIERRA MADRE	833-282-0824
TELEPHONE	FRONTIER	1-844-334-6256
TRASH	ATHENS	1-888-336-6100
WATER	CITY OF SIERRA MADRE	833-282-0824

NOTES:

- 1 PROPOSED CURB AND GUTTER
- 2 REMOVE EXISTING DRIVEWAY
- 3 PROPOSED DRIVEWAY APPROACH
- 4 PROPOSED SEWER LATERAL
- 5 PROTECT-IN-PLACE EXISTING TREE
- 6 PROTECT-IN-PLACE EXISTING WATER METER
- 7 PROTECT-IN-PLACE EXISTING COLUMN
- 8 PROPOSED AREA DRAIN
- 9 PROPOSED DRAINAGE PIPE
- 10 PROPOSED CATCH BASIN
- 11 PROPOSED SUMP PUMP
- 12 PROPOSED INFILTRATION SYSTEM
- 13 PROPOSED PARKWAY DRAIN
- 14 PROTECT-IN-PLACE EXISTING WALL/FENCE
- 15 PROPOSED RETAINING WALL

EASEMENT NOTES:

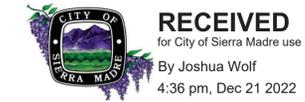
- E1 TO REMAIN - EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES PURPOSES PER INST. NO. 2580, RECORDED OCT. 25, 1948.
- E2 TO REMAIN - EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES PURPOSES PER INST. NO. 85-862112, RECORDED JULY 26, 1985.

RELEASED

REVISIONS

PROJECT LOCATION:
 182 S. BALDWIN AVENUE,
 SIERRA MADRE, CA

DRAWN:	RR
CHECKED:	
DATE:	11-15-2022
JOB NO.:	21-225-034
SCALE:	1"=10'
FILE NAME:	



CALLAND ENGINEERING & ASSOCIATES, INC.
 574 E. LAMBERT ROAD, BREA, CA 92821
 TEL: (714) 671-1050 FAX: (714) 671-1090

T-1



City of Sierra Madre **AGENDA REPORT**

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

Susan Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: January 21, 2025

SUBJECT: RESOLUTION NO. 25-03 TERMINATING THE CITY OF SIERRA MADRE'S PARTICIPATION IN THE MEMORANDUM OF UNDERSTANDING AND WITHDRAWING FROM THE 5-CITIES ALLIANCE REGARDING THE PROPOSED 710 FREEWAY EXTENSION

STAFF RECOMMENDATION

Staff recommends that the City Council consider terminating its participation in the Memorandum of Understanding and withdrawing from the 5-Cities Alliance regarding the proposed 710 freeway extension.

ALTERNATIVES

The City Council may provide alternative direction.

ANALYSIS

In 2014, the City of Sierra Madre entered into a Memorandum of Understanding between the Cities of Glendale, La Canada Flintridge, Pasadena, and South Pasadena to share resources and information regarding issues related to the SR-710 Freeway (North Study) through the creation of a "5-Cities Alliance" ("MOU"), included as Attachment B. In 2017, the Los Angeles County Metropolitan Transportation Authority voted to abandon plans for the proposed 710 freeway tunnel. In 2019, Governor Gavin Newsom signed Senate Bill No. 7 officially ending the proposed 710 freeway extension.

Now that the purpose for the MOU no longer exists, staff recommends terminating Sierra Madre's participation in the MOU and withdrawing from the 5-Cities Alliance.

ENVIRONMENTAL (CEQA)

This Resolution is not a "project" for purposes of the California Environmental Quality Act because under 14 CCR 15378(b)(5) the Resolution results in "Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment."

STRATEGIC PLAN CORRELATION

N/A

FISCAL IMPACT

Section 7 of the Memorandum of Understanding (MOU) states: "Upon withdrawal, the Member City's deposited funds shall be returned to the Member City to the extent that they are contractually uncommitted, unencumbered, and available for refund as of the effective date of withdrawal."

The City of Sierra Madre contributed \$50,000, alongside other participating cities, to analyze the impacts of the proposed 710 freeway extension. As of 2015, all contributions were expended according to South Pasadena, which acted as the Fiduciary Agent under the MOU. Consequently, no funds are available for refund, and there is no fiscal impact associated with adopting this Resolution.

PUBLIC NOTICE

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

ATTACHMENTS:

Attachment A: City Council Resolution No. 25-03

Attachment B: 5-Cities Alliance Memorandum of Understanding

RESOLUTION NO. 25-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, TERMINATING ITS PARTICIPATION IN THE MEMORANDUM OF UNDERSTANDING AND WITHDRAWING FROM THE 5-CITIES ALLIANCE REGARDING THE PROPOSED 710 FREEWAY EXTENSION

RECITALS

WHEREAS, in 2014, the City of Sierra Madre entered into a Memorandum of Understanding Between the Cities of Glendale, La Canada Flintridge, Pasadena, and South Pasadena to share resources and information regarding issues related to the SR-710 Freeway (North Study) through the creation of a “5-Cities Alliance” (“MOU”);

WHEREAS, in 2017, the Los Angeles County Metropolitan Transportation Authority voted to abandon plans for the proposed 710 freeway tunnel.

WHEREAS, in 2019, Governor Gavin Newsom signed Senate Bill No. 7 officially ending the proposed 710 freeway extension;

WHEREAS, Section 7 of the MOU states, “Any Member City may terminate this MOU and withdraw from the Alliance upon the giving of thirty (30) days written notice in advance of the date of withdrawal to the Alliance’s Fiduciary Agent or, alternatively, all of the remaining Parties’ authorized representatives. Upon withdrawal, the Member City’s deposited funds shall be returned to the Member City to the extent that they are contractually uncommitted, unencumbered and available for refund as of the effective date of withdrawal;” and

WHEREAS, the City of Sierra Madre desires to terminate this MOU and withdraw from the Alliance now that the proposed 710 freeway extension is abandoned.

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

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

SECTION 2. Withdrawal. The City of Sierra Madre officially terminates its participation in the MOU and withdraws from the 5-Cities Alliance.

SECTION 3. Notice. The City Manager is directed to provide the required thirty days’ written notice to the 5-Cities Alliance’s Fiduciary Agent — the City of South Pasadena.

SECTION 4. CEQA. This Resolution is not a “project” for purposes of the California Environmental Quality Act because under 14 CCR 15378(b)(5) the Resolution results in “Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.”

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

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

SECTION 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 14th day of January, 2025.

Robert Parkhurst, Mayor

I HEREBY CERTIFY the foregoing Resolution was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 14th day of January, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar, City Clerk



City of Sierra Madre Agenda Report

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

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Arnulfo Yanez, Director of Public Works

REVIEWED BY: Jose Reynoso, City Manager

DATE: January 21, 2025

**SUBJECT: CONSIDERATION OF APPROVING AMENDMENT No. 1
EXTENSION OF SERVICES FOR THE PROFESSIONAL
AGREEMENT FOR LANDSCAPE SERVICES TO MERCHANTS
LANDSCAPE SERVICES, INC., IN THE AMOUNT NOT TO
EXCEED \$125,100 FOR THE REMAINDER OF THE FISCAL YEAR
2024/25.**

STAFF RECOMMENDATION

Staff recommends that the City Council approve Amendment No.1, extending landscape services to Merchants Landscape Services, Inc. in an amount not exceeding \$125,100 for the remainder of the fiscal year 2024/25.

ALTERNATIVES

1. The City Council may approve Amendment No.1 for the extension of landscape services to Merchants Landscape Services, Inc. in the amount not to exceed \$125,100 for the remainder of the fiscal year 2024/25.
2. The City Council may not approve Amendment No.1 for extending landscape services to Merchants Landscape Services, Inc. and provide Staff with further direction.

SUMMARY

Staff negotiated a contract extension of 9 months with Merchants Landscape Services, Inc. for the remainder of the fiscal year at the existing monthly service

FOR CITY COUNCIL AGENDA_____

ITEM NUMBER_____

fee of \$13,900. Recently, staff redesigned the scope of services to include additional work at our city facilities to continue using battery-operated equipment.

ANALYSIS

Merchants Landscape Services, Inc. is our current landscape contractor.

Per the agreement, Merchants Landscape Services, Inc. has met the recurring maintenance service of ground maintenance, landscaping, tree trimming, brush removal, empty trash receptacles, restroom cleaning with stocking of supplies, and providing use of battery-operated/electric leaf-blowing equipment.

They have done a good job and have had few problems with their performance.

Services will also provide on-call emergency and continued weekend service.

FINANCIAL REVIEW / SOURCE OF FUNDING

The funding for the extended landscape services contract with Merchants Landscape Services, Inc., in an amount not to exceed \$125,100 for the remainder of Fiscal Year 2024/25, will be sourced from Fund 60001 - Internal Services Fund: Facilities Management.

This allocation ensures that the continuation of landscape maintenance services, including the use of battery-operated equipment and expanded scope of work, is fully supported within the existing budget framework. No additional funding from other sources or adjustments to the General Fund will be required.

PUBLIC NOTICE PROCESS

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

ATTACHMENTS

1. Amendment No. 1
2. Current Agreement

**AMENDMENT NO. 1 TO
MAINTENANCE AGREEMENT**

This Amendment No. 1 (“Amendment”) is entered into between the City of Sierra Madre, a California municipal corporation (“City”), and Merchants Landscape Services, Inc., a California corporation (“Contractor”), to amend the Maintenance Agreement between the parties with a commencement date of October 1, 2022 (“Agreement”).

RECITALS

- A. Under the Agreement, the Contractor provides the City with ground maintenance, landscaping, tree-trimming, brush removal, empty trash receptacles, and restroom cleaning;
- B. The parties desire to amend this Agreement to extend the termination date of the Agreement.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

- I. Section 3.5 of the Agreement is amended to read as follows, with deletions denoted by ~~struck through~~ text and additions denoted by underlined text:

3.5. “Termination Date”: June 30, 2025 ~~September 30, 2024~~.

- II. Integration. This Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the extent there is any conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control. This Amendment and the Agreement, including any exhibits attached to the Agreement, integrate all the terms and conditions of the Parties’ agreement and supersede all negotiations with respect hereto.
- III. Severability. If any provision of this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

The Parties hereby enter into this Amendment upon the date of the last signature below.

CITY OF SIERRA MADRE
("City")

Merchants Landscape Services, Inc.
("Contractor")

AUTHORIZED SIGNATORIES:

By: _____

By: Patrick Healy

Name: _____

Name: PATRICK HEALY

Title: _____

Title: REGIONAL MANAGER

Date: _____

Date: 12/18/2024

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

Date: _____

**CITY OF SIERRA MADRE
MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages**

(City of Sierra Madre / *Merchants Landscape Services Inc.*)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”), and Merchants Landscape Services Inc., a Business (“Contractor”).

2. RECITALS

City has determined that it requires the following recurring maintenance services from a contractor: **Ground maintenance, landscaping, tree-trimming, brush removal, empty trash receptacles, restroom cleaning, provide a 25% use of battery operated/electric equipment, etc.**

- 2.1. Contractor represents that it is fully qualified to perform such maintenance 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 maintenance 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:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such maintenance services as are set forth in Contractor’s **August 23, 2022** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Arnulfo Yanez, Deputy Director of Public Works. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor
- 3.3. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Three

Hundred Thirty-Three Thousand Six Hundred Dollars (\$333,600) for the two (2) year agreement.

3.4. "Commencement Date": October 1, 2022

3.5. "Termination Date": September 30, 2024

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 15 ("Termination") below.

4.1 SCHEDULING OF WORK

The City reserves the right to change schedules to meet the needs of the City.

Any work performed on parkways and medians, or where traffic control is required, shall not commence before 7:00 a.m. and shall terminate by 3:00 p.m.

4.2 STORAGE / OPERATIONS

Vendor operations equipment, maintenance equipment, vehicles, mowers, landscape tools, blowers, etc. shall be stored on a daily basis at the City of Sierra Madre City Yard located at 621 E. Sierra Madre Blvd., Sierra Madre, CA 91024. Vendor is responsible for safety and security of equipment in question.

5. CONTRACTOR'S DUTIES

5.1. **Services.** Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

- 5.4. **Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. Deputy Director of Public Works 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.
- 5.7. **Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.8. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.9. **Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 5.10. **Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall

be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING AND ASSIGNMENT

- 6.1. **General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.
- 6.4. **Compensation for Subcontractors.** Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

8. LABOR CODE

- 8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.
- 8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.
- 8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- 8.5. **Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty

of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

8.6. 8-Hour Work Day. This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

8.7. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other 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 City except as provided by law. 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.

10. RELATIONSHIP OF PARTIES

10.1. General. Contractor is, and shall at all times remain as to City, a wholly independent contractor.

10.2. No Agent Authority. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. Independent Contractor Status.** Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. Indemnification of CalPERS Determination.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1. Definitions.** For purposes of this Section 11, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2. Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.
- 11.3. Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4. Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.5. Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.
- 11.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not 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.
- 11.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.
- 11.8. Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. Insurance Required.** Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Sierra Madre Maintenance Service Agreement.
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 12.3. Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. Worker's Compensation Insurance.** Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the

contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- 12.8. Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Sierra Madre must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.9. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.10. Insurance Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance 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. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Sierra Madre, Attn: Chris Cimino, Director of Public Works and/or Arnulfo Yanez, Deputy Director of Public Works, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.
- 12.11. Contractor's Insurance Primary.** The insurance provided by Contractor, including all endorsements, 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.

12.12. Waiver of Subrogation. Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.13. Report of Claims to City. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.

12.14. Premium Payments and Deductibles. Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.15. Duty to Defend and Indemnify. Contractor's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

13.1. City Cooperation in Performance. 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.

13.2. Contractor Cooperation in Defense of Claims. If 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 in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage

prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Chris Cimino / Arnulfo Yanez
City of Sierra Madre
Department of Public Works
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Facsimile: (626) 355-6615

If to Contractor:

Patrick Healy
Merchants Landscape Service
11220 ½ Peoria St.
Sun Valley, CA 9352
Telephone: 800-645-4881
Facsimile: 818-504-2258

With courtesy copy to:

Aleks R. Giragosian
Sierra Madre City Attorney

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 13.2 (Contractor Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, 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. The City shall have the benefit of such work as may have been completed up to the time of such termination.

- 16.4. Remedies.** City retains any and all available legal and equitable remedies for Contractor's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. Integration of Exhibits.** 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 here from shall be effective and binding only if made in writing and executed on by City and Contractor.
- 17.3. Headings.** The headings and 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 language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. Pronouns.** 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).
- 17.5. Severability.** 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 shall be enforceable in its amended form. 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, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest.** Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. Non-assignment.** Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.
- 18.4. Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. Non-Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. Excused Failure to Perform.** 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.
- 18.10. Remedies Non-Exclusive.** 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 from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. Venue.** The venue for any litigation shall be Los Angeles County, California and Contractor hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

By: 
Signature

Printed: Gene Goss

Title: Mayor

Date: October 25, 2022

"Contractor"
Merchant Landscape Services Inc.

By: 
Signature

Printed: Mark Brower

Title: President

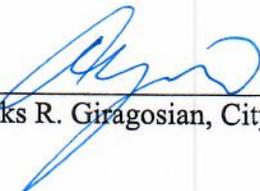
Date: October 21, 2022

Attest:

By: 
City Clerk

Date: October 25, 2022

Approved as to form:

By: 
Aleks R. Giragosian, City Attorney

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date: October 21, 2022



Signature

Mark Brower

Printed Name

President

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bolton Insurance Services LLC 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 6004772	CONTACT NAME: PHONE (A/C. No. Ext): (626) 799-7000 FAX (A/C. No.): (626) 583-2117 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Merchants Landscape Services, Inc. 1190 Monterey Pass Road Monterey Park CA 91754	INSURER A: Nationwide Mutual Insurance Company (A+XV) NAIC # 23787	
	INSURER B: AMCO Insurance Company (A+XV) 19100	
	INSURER C: Safety National Casualty Corporation (A+ XIV) 15105	
	INSURER D: Federal Insurance Company (A++ XV) 20281	
	INSURER E: Depositors Insurance Company (A+XV) 42587	
	INSURER F:	

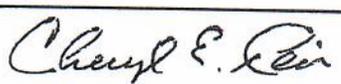
COVERAGES **CERTIFICATE NUMBER:** 69015288 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	ACP3048851070	7/1/2022	7/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		ACP3048851070	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			ACP3048851070	7/1/2022	7/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	SP4066615 Excess WC (CA)	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	3rd Party Employee Theft			81585028	6/1/2022	6/1/2023	Limit: \$1 MIL/Ded. \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Comp is Self-Insured under California Certificate of Consent to Self Insure #03-1-1793-01 for CA operations. GL & Auto Additional Insureds apply per CG73231216 & CG72461115 & AC70060316 attached, only if required by written contract/agreement. GL Primary & Non-Contributory Wording applies per CG73231216 attached. GL Waiver of Subrogation applies per CG73231216 attached. Auto & WC Cancellation Clauses apply per AC70060316 & SPWC0908 attached. Additional Insured(s): City of Sierra Madre, its City Council, Commissions, officers, and employees of Sierra Madre.

CERTIFICATE HOLDER City of Sierra Madre 232 West Sierra Madre Blvd. Sierra Madre, CA 91024	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cheryl Feia 
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COMMERCIAL AUTO**AC 70 06 03 16****A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSURED - NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

COMMERCIAL AUTO

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covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

B. Voluntary Property Damage

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion g. Aircraft, Auto Or Watercraft** Paragraph (2) (a) is replaced with:

- (a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:

Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion j. Damage To Property is amended as follows:

- a. Paragraphs (3), (5), and (6) are deleted in their entirety.

- b. Paragraph (4) is deleted in its entirety and replaced with:

(4) Personal property in the care, custody, or control of the insured:

(a) for storage or sale at premises you own, rent or occupy; or

(b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

(1) Arising out of the disappearance or loss of use of personal property; or

(2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

- 1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

- 2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

- 3. Under **Section IV – Commercial General Liability Conditions**, **4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b** and **1.d.** are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** Paragraph **3.a.** is replaced with:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

- 1. Any person(s) or organization(s) described in Paragraph **a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
- 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

- (1) **Your acts or omissions; or**
- (2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds a. - d. described above, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds a. - d. described above:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. Primary and Noncontributory - Other Insurance Conditions

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. Employee Bodily Injury To Another Employee

Under **Section II - Who Is An Insured** The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. Broad Form Named Insured

Under **Section II - Who Is An Insured** The following is added to Paragraph 2.:

e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. Aggregate Limit Per Location

Under **Section III - Limits Of Insurance** the following is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. Aggregate Limit Per Project

Under **Section III - Limits Of Insurance** The following paragraph is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

M. Medical Payments

Under **Section III – Limits Of Insurance, Paragraph 7.** is replaced with:

7. Subject to 5. above, the higher of:
- \$10,000; or
 - The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

- Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- The requirements in **Paragraph b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions, Condition 6. Representations** the following paragraph is added:

- Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

Q. Liberalization

Under **Section IV – Commercial General Liability Conditions**, the following paragraph is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions Definition 3.** "Bodily Injury" is replaced with:

- "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

Ongoing Operations

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for the person or organization described in Paragraph 1. above are completed.

With respect to insurance afforded to these additional insureds for ongoing operations, this insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including material, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. that operation of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Section II – Who Is An Insured is amended to include as an additional insured:

Products–Completed Operations

Any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for such person or organization and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering

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of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1. or Paragraph B.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. With respect to the insurance afforded to these additional insureds, the following is added to **Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

unreasonably refuse to settle any claim which, in the exercise of sound judgment with respect to the entire claim, should be settled, provided, however, that the EMPLOYER shall not make any payment or agree to any settlement for any sum which would involve the limits of the CORPORATION'S liability hereunder without the approval of the CORPORATION.

If the CORPORATION is prejudiced by the EMPLOYER'S failure to exercise diligence, prudence, and good faith, the CORPORATION may elect to disclaim coverage for Loss from such claim.

L. Inspection and Audit

The CORPORATION shall have the right, but not the obligation, to inspect the premises and equipment and/or to audit the books and records of the EMPLOYER and of its agents and representatives, including all records relating to payroll and claims matters, at any reasonable time during the period of this Agreement and within three (3) years after final settlement of all claims due to Occurrences happening during the term of this Agreement. An audit to determine Manual or Standard Premium shall supersede any and all prior voluntary payroll reports by the EMPLOYER, and will be used to determine the final adjustment of premiums due to the CORPORATION. Should a determination be made that additional audit premium is due to the CORPORATION, the due date for payment of such audit premium shall be thirty (30) days after the date of billing.

M. Other Insurance

If the EMPLOYER carries other valid and collectible insurance, reinsurance, or indemnity with any other insurer or reinsurer covering a Loss also covered by this Agreement (other than insurance or reinsurance that is purchased to apply in excess of the sum of the Self-Insured Retention and the Maximum Limits of Indemnity hereunder), the insurance afforded by this Agreement shall apply in excess of and shall not contribute with such other insurance or reinsurance.

N. Recovery from Others

The EMPLOYER agrees to prosecute any and all valid claims the EMPLOYER may have against any other party or source that may mitigate any Loss under this Agreement and return to the CORPORATION any amount so recovered, less the reasonable expense of collecting such amounts.

The CORPORATION shall have the EMPLOYER'S rights to prosecute any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. The EMPLOYER agrees that it will assist the CORPORATION in any prosecution of any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. Any amounts recovered by the EMPLOYER or the CORPORATION from any party or source that may mitigate any Loss under this Agreement shall first be used to pay the expenses of collection and to reimburse the CORPORATION for any amount it may have paid the EMPLOYER for the Liability Period concerned, and all

remaining amounts collected shall be paid to the EMPLOYER.

O. Change in Agreement

No condition, provision, or declaration of this Agreement shall be waived or altered at any time, except as specified in Section F, except by endorsement signed by the President or a Senior Vice President and the Secretary or an Assistant Secretary of the CORPORATION.

This Agreement hereby terminates, supersedes, and replaces all previously issued Workers' Compensation Insurance or Reinsurance Agreements, as amended, between the EMPLOYER and the CORPORATION.

If terms of this Agreement are in conflict with any law applicable to this Agreement, this statement amends this Agreement to conform to such law. In addition, in the event any terms are in conflict with applicable laws, the remaining terms of the Agreement shall be enforceable.

P. Cancellation

This Agreement may be cancelled by either party giving the other party written notice not less than sixty (60) days prior to the date of cancellation, except, that if the CORPORATION cancels for non-payment of any premium, the cancellation shall become effective ten (10) days after dispatch of notice by the CORPORATION. The date of cancellation then becomes the termination date of the final Liability Period. This Agreement does not apply to Loss as a result of Occurrences taking place after the effective date of such cancellation.

If cancellation is effected by the EMPLOYER, the Manual or Standard Premium shall be determined by the short rate tables used for casualty insurance, and the Earned Premium shall be the product of the Premium Rate (Item 9) times the Manual or Standard Premium (or the Total Annual Remuneration) so arrived at, but not less than the Minimum Premium specified in the Declarations.

If cancellation is effected by the CORPORATION for non-payment of premium, the EMPLOYER shall pay the CORPORATION Earned Premium for the period up to the date of cancellation.

If the CORPORATION cancels for any other reason, the Manual or Standard Premium (or the Total Annual Remuneration) shall be determined upon a pro rata basis and the Earned Premium adjusted in accordance therewith.

Q. Assignment

An assignment of interest under this Agreement will not bind the CORPORATION unless an endorsement signed by the President or a Senior Vice President and the Secretary or an Assistant Secretary of the CORPORATION assigning interest under this Agreement is issued by the CORPORATION.

IL Bankruptcy or Insolvency of Employer

The bankruptcy or insolvency of the EMPLOYER will not relieve the CORPORATION or the EMPLOYER of its duties and liabilities under this Agreement. After payments have

DEPARTMENT OF INDUSTRIAL RELATIONS

SELF-INSURANCE PLANS

2265 Watt Avenue, Suite 1

Sacramento, CA 95825

Phone No. (916) 574-0300

FAX (916) 483-1535



**CERTIFICATION OF SELF-INSURANCE
OF WORKERS' COMPENSATION**

TO WHOM IT MAY CONCERN:

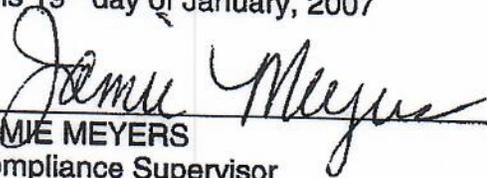
This certifies that Certificate of Consent to Self-Insure No. **1793-E** was issued by the Director of Industrial Relations to:

MERCHANTS LANDSCAPE SERVICES, INC.

under the provisions of Section 3700, Labor Code of California, on **January 1, 2003**.
The Certificate is now and has been in full force and effective since that date.

Dated at Sacramento, California

This 19th day of January, 2007


JAMIE MEYERS
Compliance Supervisor

JM/dy

Orig: Vivian Quimiro
Corporate Services
1190 Monterey Pass Road
Monterey Park, CA 91754

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
NUMBER 1793-E

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That Merchants Landscape Services, Inc.
(a California corporation)
Subsidiary of Merchants Building Maintenance Company

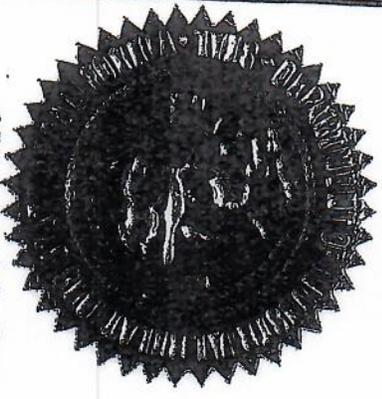
has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown. *

EFFECTIVE:

THE 1st DAY OF January, 2003

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA
Chuck Cake
CHUCK CAKE
DIRECTOR



Mark T. Johnson
MARK T. JOHNSON
MANAGER

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.





City of Sierra Madre Agenda Report

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

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Arnulfo Yanez, Director of Public Works

REVIEWED BY: Jose Reynoso, City Manager

DATE: January 21, 2025

**SUBJECT: CONSIDERATION OF APPROVING AMENDMENT No. 1
EXTENSION OF SERVICES FOR THE PROFESSIONAL
SERVICES AGREEMENT FOR EXTERMINATION SERVICES TO
EXTREME PEST CONTROL, IN THE AMOUNT NOT TO EXCEED
\$6000 FOR THE REMAINDER OF THE FISCAL YEAR 2024/25.**

STAFF RECOMMENDATION

Staff recommends that the City Council approve Amendment No.1, extending pest control services to Extreme Pest Control in an amount not exceeding \$6000 for the remainder of the fiscal year 2024/25.

ALTERNATIVES

1. The City Council may approve Amendment No.1 for the extension of pest control services to Extreme Pest Control in the amount not to exceed \$6000 for the remainder of the fiscal year 2024/25.
2. The City Council may decide not to approve Amendment No.1 for extending pest control services to Extreme Pest Control and provide Staff with further direction.

SUMMARY

Staff negotiated a contract extension of 8 months with Extreme Pest Control for the remainder of the fiscal year at the existing monthly service fee of \$750.

FOR CITY COUNCIL AGENDA_____

ITEM NUMBER_____

Recently, staff redesigned the scope of services to include additional work at our city facilities to include environmentally friendly extermination products.

ANALYSIS

Extreme Pest Control is our current contractor for pest control services and has performed to the satisfaction of the City with the services described in the scope of work outlined in the agreement,

They have done a good job and have had few problems with their performance.

Services will also provide on-call emergency services.

FINANCIAL REVIEW / SOURCE OF FUNDING

The funding for the extended pest control services contract with Extreme Pest Control, in an amount not to exceed \$6,000 for the remainder of Fiscal Year 2024/25, will be sourced from Fund 60001 - Internal Services Fund: Facilities Management. This allocation is included within the existing facilities management budget and ensures continued pest control services for city facilities.

The revised scope of work includes environmentally friendly extermination products, enhancing sustainability efforts without requiring additional appropriations or adjustments to Fund 10000 General Fund.

PUBLIC NOTICE PROCESS

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

ATTACHMENTS

1. Amendment No. 1
2. Current Agreement

**AMENDMENT NO. 1 TO
MAINTENANCE AGREEMENT**

This Amendment No. 1 (“Amendment”) is entered into between the City of Sierra Madre, a California municipal corporation (“City”), and Exstrem Pest Control, a California sole proprietor (“Contractor”), to amend the Maintenance Agreement between the parties with a commencement date of November 1, 2023 (“Agreement”).

RECITALS

- A. Under the Agreement, the Contractor provides the City with pest control services;
- B. The parties desire to amend this Agreement to extend the termination date of the Agreement.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

- I. Section 3.5 of the Agreement is amended to read as follows, with deletions denoted by ~~struck through~~ text and additions denoted by underlined text:

3.5. “Termination Date”: June 30, 2025 ~~October 31, 2024~~.

- II. Integration. This Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the extent there is any conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control. This Amendment and the Agreement, including any exhibits attached to the Agreement, integrate all the terms and conditions of the Parties’ agreement and supersede all negotiations with respect hereto.
- III. Severability. If any provision of this Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

The Parties hereby enter into this Amendment upon the date of the last signature below.

CITY OF SIERRA MADRE
("City")

Exstreem Pest Control
("Contractor")

AUTHORIZED SIGNATORIES:

By: _____

By: FRANK NESCI

Name: _____

Name: EXSTREEM PEST CONTROL

Title: _____

Title: OWNER

Date: _____

Date: 12/19/2024

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

Date: _____

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of Sierra Madre / Exstreem Pest Control)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”), and Exstreem Pest Control, a Sole Proprietor (“Contractor”).

2. RECITALS

- 2.1. City has determined that it requires the following maintenance services from a contractor: Pest Control
- 2.2. Contractor represents that it is fully qualified to perform such maintenance 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 maintenance 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:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such maintenance services as are set forth in Contractor’s September 29, 2023 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Arnulfo Yanez, Director of Public Works. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor
- 3.3. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Nine Thousand Two Hundred and Seventy Dollars (\$9270.00).
- 3.4. “Commencement Date”: November 1, 2023
- 3.5. “Termination Date”: October 31, 2024

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

- 5.1. **Services.** Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Campaign Contributions.** This Agreement is subject to Government Code Section 84308, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Consultant's execution of this Agreement.
- 5.7. **Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be

qualified to perform such services. Arnulfo Yanez 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.

- 5.8. **Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.9. **Skilled and Trained Workforce Requirement.** When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Contractor agrees to use a skilled and trained workforce.
- 5.10. **Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.11. **Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 5.12. **Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING AND ASSIGNMENT

- 6.1. **General Prohibition On Assignment.** This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

- 6.2. **Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Subcontracting.** Contractor shall not subcontract any portion of the performance contemplated and provided for herein unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Contractor shall supervise all work subcontracted by Contractor in performing the services described in the Scope of Services and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work shall not relieve Contractor from any of its obligations under this Agreement with respect to the services described in the Scope of Services. Contractor is obligated to ensure that any and all subcontractors performing any services under this Agreement shall be fully insured in all respects and to the same extent as set forth under Section 13 (Insurance), to City's satisfaction.
- 6.4. **Compensation for Subcontractors.** Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

8. LABOR CODE

- 8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.
- 8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.
- 8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars (\$200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- 8.5. **Payroll Records.** Pursuant to Labor Code section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code section 1811 and Labor Code section 1815 for any work performed by his or her employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

Pursuant to Labor Code section 1776, such records must be maintained for at least three years after completion of work.

- 8.6. **8-Hour Work Day.** This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code section 1810 and Labor Code section 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- 8.7. **Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code section 1771 and Labor Code section 1725.5 requiring registration with the Department of Industrial Relations (DIR). Contractors shall be registered through the Department of Industrial Relation's (DIR) Public Works Program for state and local public works contracts, for maintenance work valued at more than \$15,000.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Contractor in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. 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.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor

shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Contractor" shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2. **Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.
- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4. **Attorneys' Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5. **Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.
- 11.6. **Waiver of Statutory Immunity.** The obligations of Contractor under this Section are not 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.
- 11.7. **Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.
- 11.8. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Contractor shall maintain insurance as described in this section and shall require all of its subcontractors, Contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall file with City:
 - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Pest Control Services for the City of Sierra Madre
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.

- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

13. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease – Policy Limit \$1,000,000
 - EL Disease – Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 13.1. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.2. **Worker's Compensation Insurance.** Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 13.3. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

- 13.4. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 13.5. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Sierra Madre must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor’s insurance policies shall be primary as respects any claims related to or as the result of the Contractor’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 13.6. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 13.7. **Insurance Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired policies of insurance 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. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Sierra Madre, Attn: Department of Public Works, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.
- 13.8. **Contractor’s Insurance Primary.** The insurance provided by Contractor, including all endorsements, 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.

- 13.9. **Waiver of Subrogation.** Contractor hereby waives all rights of subrogation against the City. Contractor shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 13.10. **Report of Claims to City.** Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted to Contractor's insurer in connection with the services under this Agreement.
- 13.11. **Premium Payments and Deductibles.** Contractor must disclose all deductibles and self-insured retention amounts to the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Contractor shall be responsible for all premiums and deductibles in all of Contractor's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 13.12. **Duty to Defend and Indemnify.** Contractor's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement as well as expiration or early termination of this Agreement.

14. MUTUAL COOPERATION

- 14.1. **City Cooperation in Performance.** 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.
- 14.2. **Contractor Cooperation in Defense of Claims.** If 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 in the defense of that claim or action.

15. 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, electronic mail or overnight courier service during Contractor's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City
Arnulfo Yanez
City of Sierra Madre
Public Works Department
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email: ayanez@cityofsierramadre.com

If to Consultant
Frank Nesci
Exstreem Pest Control
P.O. Box 7566
La Verne, CA 91750
Telephone: (626) 409-6684
Email: Exstreem@yahoo.com

With courtesy copy to:

Aleks R. Giragosian, Esq.
Sierra Madre City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, Angeles, CA 91101
Telephone: (213) 542-5700
Email: agiragosian@chwlaw.us

16. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.10 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), paragraph 12.7 (Claims-Made Policies), paragraph 12.12 (Waiver of Subrogation), paragraph 13.2 (Contractor Cooperation in Defense of Claims), Section 15 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 18 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

17. TERMINATION

- 17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. **Contractor Termination.** Contractor may terminate this Agreement for a material breach by the City of this Agreement upon 30 days' notice.
- 17.3. **Compensation Following Termination.** Upon termination, 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. The City shall have the benefit of such work as may have been completed up to the time of such termination.

- 17.4. **Remedies.** City retains any and all available legal and equitable remedies for Contractor's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

- 18.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.2. **Integration of Exhibits.** 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 herefrom shall be effective and binding only if made in writing and executed on by City and Contractor.
- 18.3. **Headings.** The headings and 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 language of the section or paragraph shall control and govern in the construction of this Agreement.
- 18.4. **Pronouns.** 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).
- 18.5. **Severability.** 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 shall be enforceable in its amended form. 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, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity

shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

- 19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Contractor for performance of this Agreement are deemed confidential and Contractor shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 19.2. **Conflicts of Interest.** Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 19.3. **Non-assignment.** Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.
- 19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 19.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 19.7. **Non-Discrimination.** Contractor shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation.

Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 19.9. **Excused Failure to Perform.** 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.
- 19.10. **Remedies Non-Exclusive.** 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 from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 19.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 19.12. **Venue.** The venue for any litigation shall be the Superior Court Los Angeles County, California and Contractor hereby consents to sole jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned

and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

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

“CITY”
City of Sierra Madre

“CONSULTANT”
Exstream Pest Control

Authorized Signatories:

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Signature: _____

Printed: _____

Title: City Clerk

Date: _____

Approved as to Form:

Signature: _____

Printed: _____

Title: City Attorney

Date: _____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date: _____

Signature

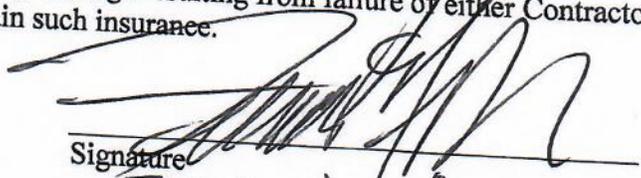
Printed Name

Title

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

Date: 10-25-2023


Signature
FRANK NESCI
Printed Name
OWNER
Title

and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

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

Authorized Signatories:

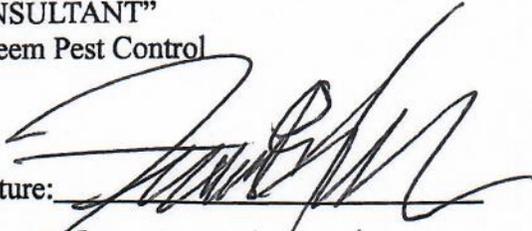
Signature: _____

Printed: _____

Title: _____

Date: _____

“CONSULTANT”
Exstreem Pest Control

Signature:  _____

Printed: FRANK NESCI

Title: OWNER

Date: 10-25-2023

Attest:

Signature: _____

Printed: _____

Title: City Clerk

Date: _____

Approved as to Form:

Signature: _____

Printed: _____

Title: City Attorney

Date: _____



City of Sierra Madre Agenda Report

City Council

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

Sue Spears, City Treasurer

TO: Mayor Parkhurst and Sierra Madre City Council

FROM: Aleks Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: January 21, 2025

SUBJECT: RESOLUTION NO. 25-08 TO ACQUIRE THE RIGHT-OF-WAY FOR THE OFFSITE IMPROVEMENT OF CARTER AVENUE FROM THE COUNTY OF LOS ANGELES

STAFF RECOMMENDATION

Staff recommends the City Council consider Resolution No. 25-08 to acquire the right-of-way for the offsite improvement of Carter Avenue from the County of Los Angeles and to determine that the acquisition is exempt from CEQA under 14 CCR Section 15182(c).

ALTERNATIVES

1. Approve Resolution No. 25-08 as amended;
2. Disapprove Resolution No. 25-08 and reject the Carter Avenue right-of-way.

SUMMARY

The City Council is asked to consider whether to accept Los Angeles County's proposal to acquire a right-of-way over Carter Avenue to construct offsite improvements consistent with the development agreement and specific plan for The Meadows at Bailey Canyon project.

ANALYSIS

The development agreement for The Meadows at Bailey Canyon project ("Development Agreement") was approved by the City Council via Ordinance No. 1461 on September 27, 2022. Ordinance No. 1461 took effect on May 23, 2023, following an unsuccessful referendum. Under the Development Agreement, the developer, NUWI-Sierra Madre LLC, is required to make certain improvements to Carter Avenue to proceed with the Meadows at Bailey Canyon Project.

Section 4(i)(i) of the Development Agreement states, "Within 24 months after the Effective Date, Developer shall make all commercially reasonable efforts to acquire the right-of-way for the offsite improvement of Carter Avenue from the County of Los Angeles (the "Carter Avenue Right-of-way") and obtain all required approvals from the County of Los Angeles for the

construction of Carter Avenue offsite improvements. City shall cooperate with, and support as needed, Developer's efforts to obtain the Carter Avenue Right-of-way and all required approvals. In the event the Carter Avenue Right-of-way is acquired, Developer shall enter into an improvement agreement with the City for the construction of the Carter Avenue offsite improvements consistent with Attachment F, titled "Construction of Offsite Improvements." Developer will also post security for the completion of the improvements as provided in the California Subdivision Map Act and Section 4(l)."

Consistent with the Development Agreement, the Developer and the City applied to the County of Los Angeles ("County") to acquire a right-of-way over Carter Avenue ("Carter Avenue ROW") to make the necessary offsite improvements. On January 13, 2025, the County submitted the proposal, included as Attachment A, offering to sell the Carter Avenue ROW to the City for \$19,247. The City Council must now consider whether to accept the County's offer.

Government Code section 7050 states, "With the consent of the city, county, or city and county, as the case may be, an irrevocable offer of dedication of real property for any public purpose, including, but not limited to, streets, highways, paths, alleys, including access rights and abutter's rights, drainage, open space, public utility or other public easements, parks, or other public places, may be made pursuant to this section. Such offer of dedication shall be executed, acknowledged, and recorded in the same manner as a conveyance of real property. Such offer of dedication, when recorded in the office of the county recorder, shall be irrevocable and may be accepted at any time by the city council of the city within which such real property is located at the time of acceptance"

Government Code section 27281, subdivision (a), states, "Deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant."

Included as Attachment B is a draft resolution formally accepting the Carter Avenue ROW.

FINANCIAL REVIEW/SOURCE OF FUNDING

The Developer agreed to pay any costs associated with the acquisition of the Carter Avenue ROW. Therefore, there is no financial impact related to this acquisition.

ENVIRONMENTAL (CEQA)

The proposed project qualifies for an exemption under 14 CCR Section 15182(c), as an element of a residential project implementing an existing Specific Plan that has already been analyzed in a certified EIR. On September 27, 2022, pursuant to 14 CCR Section 15090, the City Council certified the Meadows at Bailey Canyon Specific Plan Final Environmental Impact Report. Pursuant to Public Resources Code Section 21081(a) and 14 CCR Section 15091(a), findings, accompanying mitigation measures, and a Mitigation Monitoring Program were also approved and adopted.

Section 3.4.3 (Proposed Streets and Parking) and Appendix 3B of The Meadows Specific Plan call for certain offsite improvements to Carter Avenue. Section 3.4.2 (Existing Local Roadway Circulation and Access) of The Meadows Specific Plan states,

“Future development within the Specific Plan is encouraged to be coordinated with the County of Los Angeles for the potential to consolidate the access road with the newly improved Carter Avenue within the Plan area and relocate the County access road to the north of its existing entrance.” The acquisition contemplated by this Resolution is in furtherance of the goal to construct offsite improvements to Carter Avenue and to coordinate with the County regarding development in the Specific Plan area.

PUBLIC NOTICE PROCESS

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

ATTACHMENTS

Attachment A: Los Angeles County’s Carter Avenue ROW Proposal

Attachment B: City Council Resolution No. 25-08



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE: **SMP-6**
M2423005

January 13, 2025

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

Dear Mr. Reynoso:

**BAILEY DEBRIS DAM PARCELS 99, 140, AND 145
ASSESSOR'S IDENTIFICATION NO. 5761-003-906
PROJECT ID NO. MPR0001140
SOLICITATION OF OFFER TO PURCHASE PROPERTY
AND REQUEST FOR APPROVAL OF EASEMENT**

We have reviewed the City of Sierra Madre's request for an easement for public street and highway purposes over a portion of the Los Angeles County Flood Control District's property. The easement, containing approximately 3,686 square-feet, may be available for purchase at the price of \$19,247 subject to approval by the District. Also enclosed are the legal descriptions and Exhibit B maps showing the location of said property.

If you wish to purchase the easement, please sign, and return the enclosed Offer to Purchase Property and Document Approval letter so we may process the grant of easement to the City. Along with the signed letter, please submit a check in the amount of \$19,247 payable to the District.

Please be advised that this solicitation will expire on **February 13, 2025**. In the event we do not receive an offer from you on or before this date, we will assume you are not interested in pursuing this matter and will close our file accordingly.

Mr. Jose Reynoso
January 13, 2025
Page 2

As a matter of information, you are hereby advised that each County Lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by purchaser, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any Lobbyist retained by purchaser to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this sale transaction upon which the District may terminate or suspend this sale.

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

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works



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

BC:in
P:\MPPUB\ADMIN\INGRID\SMP-6 2025\SORAE\2 BC\OFFER REQ APPROV EASEM.DOCX

Enc.

Mr. Greg Even, Assistant Deputy Director
Survey/Mapping & Property Management Division
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

Attention Ms. Bella Cho

Dear Mr. Even:

**BAILEY DEBRIS DAM PARCELS 99, 140, AND 145
ASSESSOR'S IDENTIFICATION NO. 5761-003-906
PROJECT ID NO. MPR0001140
OFFER TO PURCHASE PROPERTY
AND DOCUMENT APPROVAL**

We hereby offer to purchase that portion of the Los Angeles County Flood Control District's property referred to as Bailey Debris Dam Parcels 99, 140, and 145 (containing approximately 3,686 square feet), which is located on the Los Angeles County Flood Control District property, for \$19,247.

We have investigated and are satisfied with all conditions of the parcels, including local requirements of zoning, setbacks, parcel maps, and other building ordinances as they may affect our future improvements. We acknowledge the possibility that We may have to file a parcel map prior to a building permit being issued. We agree to accept the parcels in its existing condition.

We understand that any fence relocations, including all costs thereof, are our responsibility. We further understand that a permit must be obtained from the Land Development Division, Encroachment Permits and Inspections Section, of Los Angeles County Public Works to relocate any fencing along the revised property line that this purchase entails.

We have examined and do hereby approve and accept the terms and conditions stipulated in the proposed easement document from the Los Angeles County Flood Control District to the City of Sierra Madre (Grantee).

Mr. Greg Even
January 13, 2025
Page 2

Enclosed is our check in the amount of \$ 19,247 made payable to the Los Angeles County Flood Control District. We hereby authorize the District to record the original easement and instruct the Registrar-Recorder/County Clerk to mail said Easement to the above-named Grantee at the address set forth below.

_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Print Name		_____ Print Name	

Address: City of Sierra Madre
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024

Enc.

ORIGINAL

RECORDING REQUESTED BY
AND MAIL TO:

City of Sierra Madre
Attention: City Clerk
232 West Sierra Madre Boulevard
Sierra Madre, CA 91024

Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE.

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE.

THE UNDERSIGNED GRANTOR(S) DECLARES(S) DOCUMENTARY
TRANSFER TAX IS \$ZERO

Assessor's Identification Number:
5761-003-906 (Portion)

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), does hereby grant to the CITY OF SIERRA MADRE, a California municipal corporation (hereinafter referred to as CITY), an easement for public road and highway purposes, in, on, over, and across the real property in the City of Sierra Madre, County of Los Angeles, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Subject to all matters of record and to the following reservation and conditions, which CITY by the acceptance of this Easement document and/or the exercise of any of the rights granted herein, agrees to keep and perform, viz:

1. DISTRICT reserves the paramount right to use said land for flood control purposes.
2. CITY agrees that it will not perform or arrange for the performance of any construction or reconstruction work in, on, over, and across the land herein described until the plans and specifications for such construction or reconstruction work shall have first been submitted to and been approved in writing by the Chief Engineer of the Los Angeles County Flood Control District. Such approval by DISTRICT shall not be interpreted or inferred as an endorsement or approval as to the design, accuracy, correctness, or authenticity of the information shown on the submitted plans and specifications. Furthermore, such approval cannot be relied upon for any other purpose or by any third party for any reason whatsoever. DISTRICT does not accept ownership or responsibility for the improvements.

File with: BAILEY DEBRIS BASIN PARCEL 99
Affects: Parcels 140 and 145
Parcel Nos. 99GE, 140GE, and 145GE
I.M. 174-257
S.D. 5 M2423005
Project ID No. MPR0001140

3. CITY shall indemnify, defend, and save harmless DISTRICT, its officers, agents, and/or employees, from any and all claims, demands, liability, loss, damage, or expense to which DISTRICT, its officers, agents, and employees may be subjected as the result of any act or omission by CITY, its officers, agents, employees, or contractors, arising out of the exercise by CITY, its officers, agents, employees, or contractors in connection with the exercise of any of the rights granted to it by this Easement document.
4. It is expressly understood that DISTRICT will not be called upon to construct, repair, maintain, or reconstruct any structure or improvement to be erected or constructed pursuant to this Easement document.
5. The provisions and conditions contained in this Easement document shall be binding upon CITY, its successors, and assigns.

To the extent any lawful assessment be levied pertaining to the area to which this easement applies and to the extent that the assessment is based on the structures and improvements being constructed under the authority of this easement and provided further that the assessment be levied following CITY's exercise of these easement rights to construct such structures and improvements, CITY agrees to pay on behalf of DISTRICT that part of any such assessment levied against DISTRICT, which is based on the value contributed to that area by CITY's said improvements.

Pursuant to the authority delegated by the Board of Supervisors of the Los Angeles County Flood Control District, this Easement document has been executed on behalf of said DISTRICT by the Director of the Los Angeles County Public Works or his designee on the _____ day of _____, 20_____.

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

MARK PESTRELLA, PE
Director of Public Works

By _____

GREG EVEN
Assistant Deputy Director
Survey/Mapping & Property Management Division

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by that grant dated, _____, from the Los Angeles County Flood Control District, a body corporate and politic, to the City of Sierra Madre, a California municipal corporation, is hereby accepted pursuant to the authority conferred by Resolution No. _____ of the City Council of the City of Sierra Madre, adopted on _____, and the grantee consents to the recordation thereof by its duly authorized officer.

Authorized Signatory:

Approved as to form:

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date _____

Attest:

Signature: _____

Printed: _____

Title: _____

Date: _____

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL NOS. 99GE, 140GE, AND 145GE (GRANT OF EASEMENT FOR PUBLIC ROAD PURPOSES):

THOSE PORTIONS OF LOTS 20 AND 21 OF SIERRA MADRE TRACT, IN THE CITY OF SIERRA MADRE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED IN BOOK 4, PAGES 502 AND 503 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF PARCEL 99 OF THE LAND CONDEMNED BY THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT DESCRIBED IN THE FINAL DECREE OF CONDEMNATION ENTERED IN CASE NO. 63174, SUPERIOR COURT, LOS ANGELES COUNTY, A CERTIFIED COPY THEREOF BEING RECORDED ON SEPTEMBER 20, 1955 AS DOCUMENT NO. 4672 IN BOOK 49004 PAGE 198 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF PARCELS 99, 140 AND 145 OF SAID FINAL DECREE, THE FOLLOWING COURSES:

THENCE NORTH 69°41'37" WEST 127.30;

THENCE SOUTH 89°40'14" WEST 385.25 FEET;

THENCE NORTH 54°43'18" WEST 17.71 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 79.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 10°07'29" WEST;

THENCE LEAVING SAID SOUTHERLY AND WESTERLY LINES, EASTERLY ALONG SAID CURVE 14.41 FEET THROUGH A CENTRAL ANGLE OF 10°27'15" TO A LINE WHICH IS PARALLEL WITH AND 9.00 FEET NORTHERLY FROM THE SOUTHERLY LINE OF SAID PARCEL 145;

THENCE ALONG SAID PARALLEL LINE, NORTH 89°40'14" EAST 322.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 280.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE 116.63 FEET THROUGH A CENTRAL ANGLE OF 23°51'56";

THENCE SOUTH 66°27'49" EAST 51.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 482.00 FEET;

**EXHIBIT A
LEGAL DESCRIPTION**

THENCE SOUTHEASTERLY ALONG SAID CURVE 23.67 FEET THROUGH A CENTRAL ANGLE OF 02°48'50" TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 3,686 SQUARE FEET OR 0.085 ACRES, MORE OR LESS.

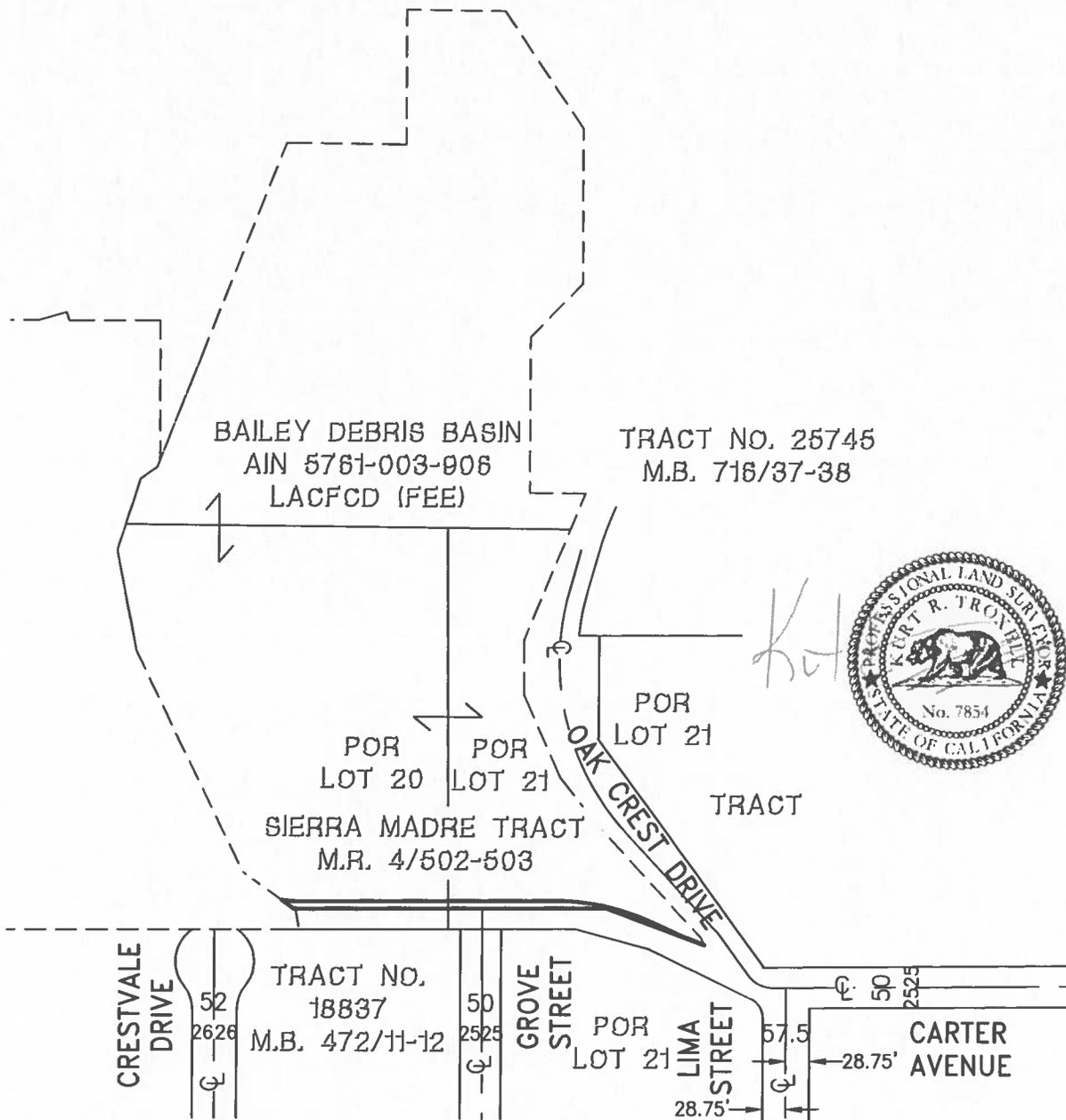
THIS DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.



KURT R. TROXELL, P.L.S. 7854
DATE PREPARED: 04/30/2024



EXHIBIT B



LINE LEGEND:

- EASEMENT LINES
- CENTERLINES
- - - - - ADJACENT PROPERTY LINES
- LACFCD - LOS ANGELES COUNTY FLOOD CONTROL DISTRICT



ALL IN THE CITY OF SIERRA MADRE SCALE: 1" = 200'



15535 Sand Canyon Ave, Suite 100
Irvine, California 92618
949.474.1960 fuscoe.com

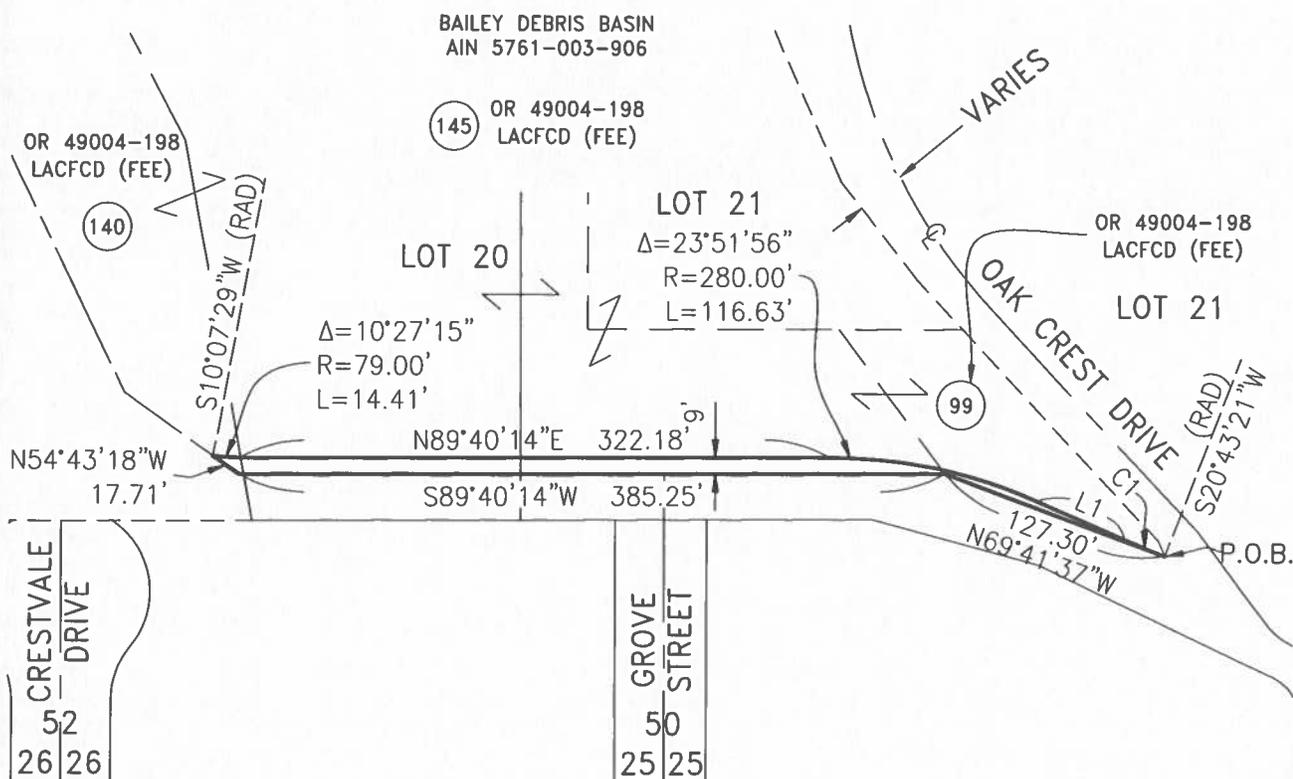
EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
of: PUBLIC ROAD

DATE: April 30, 2024
FN: XH4185-001 - Carter
DRAWN BY: CS
CHECKED BY: KRT
SHEET 1 OF 2

EXHIBIT B

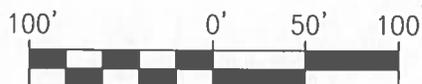
LINE TABLE		
NO.	BEARING	LENGTH
L1	S66°27'49"E	51.95'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	02°48'50"	482.00'	23.67'



NOTE:

SEE SHEET 1 FOR LINE LEGEND
 LACFCD - LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
 EASEMENT FOR PUBLIC ROAD PURPOSES



ALL IN THE CITY OF SIERRA MADRE SCALE: 1" = 100'



15535 Sand Canyon Ave, Suite 100
 Irvine, California 92618
 949.474.1960 fuscoe.com

<p>EXHIBIT B</p> <p>PLAT TO ACCOMPANY LEGAL DESCRIPTION</p> <p>of: PUBLIC ROAD</p>	<p>DATE: April 30, 2024 FN: XH4185-001 - Carter DRAWN BY: CS CHECKED BY: KRT</p> <p>SHEET 2 OF 2</p>
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RESOLUTION NO. 25-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, TO ACQUIRE THE RIGHT-OF-WAY FOR THE OFFSITE IMPROVEMENT TO CARTER AVENUE FROM THE COUNTY OF LOS ANGELES

RECITALS

WHEREAS, Sections 3.4.2 – 3.4.3 of The Meadows Specific Plan and Section 4(i)(i) of the Development Agreement for The Meadows at Bailey Canyon project require offsite improvements to Carter Avenue as a condition of development;

WHEREAS, the County of Los Angeles offered to provide the required Carter Avenue right-of-way; and

WHEREAS, Government Code sections 7050 and 27281 require the City to formally accept the dedication of the right-of-way.

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

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

SECTION 2. Acceptance. Pursuant to Government Code sections 7050 and 27281, the City Manager is authorized to accept the County of Los Angeles' offer to acquire the Carter Avenue right-of-way for \$19,247, included as an attachment to the staff report for this Resolution, and to take any additional such steps necessary to finalize the transfer.

SECTION 3. CEQA. The proposed project qualifies for an exemption under 14 CCR Section 15182(c), as an element of a residential project implementing an existing Specific Plan that has already been analyzed in a certified EIR. On September 27, 2022, pursuant to 14 CCR Section 15090, the City Council certified the Meadows at Bailey Canyon Specific Plan Final Environmental Impact Report. Pursuant to Public Resources Code Section 21081(a) and 14 CCR Section 15091(a), findings, accompanying mitigation measures, and a Mitigation Monitoring Program were also approved and adopted. Section 3.4.3 (Proposed Streets and Parking) and Appendix 3B of The Meadows Specific Plan call for certain offsite improvements to Carter Avenue. Section 3.4.2 (Existing Local Roadway Circulation and Access) of The Meadows Specific Plan states, "Future development within the Specific Plan is encouraged to be coordinated with the County of Los Angeles for the potential to consolidate the access road with the newly improved Carter Avenue within the Plan area and relocate the County access road to the north of its existing entrance." The acquisition contemplated by this Resolution is in furtherance of the goal to construct offsite improvements to

Carter Avenue and to coordinate with the County regarding development in the Specific Plan area.

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

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

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

PASSED, APPROVED, AND ADOPTED this 21st day of January 2025.

Robert Parkhurst, Mayor

I HEREBY CERTIFY the foregoing Resolution was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 21st day of January 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar, City Clerk



City of Sierra Madre Agenda Report

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

Sue Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Clare Lin, Acting Director of Planning and Community Preservation

REVIEWED BY: Jose Reynoso, City Manager

DATE: January 21, 2025

SUBJECT: ADOPTION OF RESOLUTION 25-05 AUTHORIZING THE ALLOCATION OF FY 2025-2026 CDBG FUNDS TO CONTINUE THE SENIOR MINOR HOME REHABILITATION PROGRAM

STAFF RECOMMENDATION

Staff recommends the City Council adopt Resolution 25-05 authorizing the City Manager to revise the Community Development Block Grant (CDBG) Consolidated Action Plan for FY 2025-2026 to continue the Senior Minor Home Rehabilitation Program established in FY 2023-2024.

ALTERNATIVES

1. The City Council may adopt Resolution 25-05, and authorize the City Manager to continue the CDBG Minor Home Rehabilitation Program.
2. The City Council may decline to adopt Resolution 25-05.
3. The City Council may direct staff to return with additional information.

SUMMARY

The Community Development Block Grant (CDBG) Program has operated since 1974 to provide local governments the resources to meet the needs of persons of low and moderate-incomes. The City of Sierra Madre partners with the Los Angeles County Development Authority for the disbursement of CDBG funds.

The City's 2021-2029 Housing Element identified a Minor Home Rehabilitation Program for income qualified seniors each year. The City of Sierra Madre is expected to receive an estimated total of \$40,908 in Fiscal Year 2025-2026 in CDBG funds. The City plans to allocate the expected funds into its Minor Home Rehabilitation Program.

ANALYSIS

For a number of years, CDBG funds have been used to make meaningful improvements throughout the City. Most recently as part of a nation-wide COVID-19 response, staff worked with Los Angeles County Development Authority staff to offer grants to Small Businesses. In July 2022, the City adopted the 2021-2029 6th Cycle Housing Element update and identified the Minor Home Rehabilitation Program for lower income seniors to preserve housing assets in the City. Based on the age of the housing stock, combined with many seniors who may have difficulty maintaining their homes, the City plans to direct CDBG funds towards establishing a grant program for the Minor Home Rehabilitation Program.

2021-2029 Objective: *Develop program guidelines for a Minor Home Rehabilitation Program utilizing CDBG funds. Conduct outreach through the Sierra Madre Senior Center, the Senior Commission, the City newsletter and City Hall website. Seek to assist six extremely low, very low and low income households annually, for a total of 48 during the planning period.*

Although the objective for the Minor Home Rehabilitation Program identifies assisting six seniors earning less than 80% AMI, staff determined that the funding available (\$5,000) to assist six seniors is insufficient to achieve meaningful improvements. Staff is recommending to award the grant to three income eligible seniors, allocating \$17,255 per household and directing up to \$4,313 for consultant services for each project.

On January 9, 2024, the City Council adopted Resolution 24-05, establishing the Minor Home Rehabilitation Program for FY 2023-2024. The program provides grants for minor home-rehabilitation projects to eligible low- and moderate-income senior residents of Sierra Madre for integral home improvements, including modifications that make aging in place easier. The City Council adopted Resolution 24-14, continued the program for FY 2024-2025 increased the budget to \$221,518, consultant services may not exceed 20% of the grant, and the minor home-rehabilitation projects are 100% CDBG funded. Income-qualified homeowner households earning less than 80% Area Median Income (AMI) would be eligible for grants of up to \$17,255 to assist with home repairs such as accessibility improvements. The work includes but is not limited to wheelchair ramps, handrails, grab bars, tub conversions to roll-in showers, roof repairs, plumbing repairs, and window replacement. With Sierra Madre's sizable senior citizen population – one-quarter of whom are lower income – a program to assist seniors with minor home improvements could provide support in allowing them to age in place.

The CDBG grant funds 100% of the \$17,255 in minor home rehabilitation and a 20% consultant fee (totaling \$4,313), totaling \$21,568 for each senior resident. The total appropriation of the grant for approximately ten senior residents is \$221,518. The scope of work for consultant services would include quarterly reporting, applicant qualification, contractor qualification, and all necessary documents for reimbursement.

The City of Sierra Madre expects to receive an estimated total of \$40,908 in Fiscal Year 2025-2026 in Community Development Block Grant Funds. The City plans to allocate these funds to its Senior Minor Home Rehabilitation Program.

FINANCIAL REVIEW/SOURCE OF FUNDING

Community Development Block Grant (CDBG) funds are appropriated annually as a Special Revenue in Fund 38002 CDBG – Community Development Block Grant. For Fiscal Year 2025-2026, the City of Sierra Madre is expected to receive an estimated \$40,908. These funds can be retained over several years to pursue targeted projects, including the Senior Minor Home Rehabilitation Program.

The program, fully funded by CDBG, provides grants of up to \$17,255 per eligible senior household, along with a 20% consultant fee allocation (totaling \$4,313 per household), for a total of \$21,568 per participant. This allocation ensures that eligible projects can proceed without reliance on the Fund 10000 General Fund or additional City resources.

ENVIRONMENTAL (CEQA)

The proposed resolution pertaining to the FY 2025-2026 CDBG Program and budget does not constitute a “project as defined in the California Environmental Quality Act (CEQA), and is therefore exempt from environmental review.

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, Senior Center, and can be accessed on the City’s website at: www.cityofsierramadre.com/MHRP

ATTACHMENTS

Attachment A: City Council Resolution No. 25-05

Attachment B: 14-day Public Notice

CITY COUNCIL RESOLUTION NO. 25-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AUTHORIZING THE ALLOCATION OF FISCAL YEAR 2025-2026 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG) AND PRIOR YEARS UNALLOCATED FUNDS TO SENIOR MINOR HOME REHABILITATION PROGRAM (MHRP)

WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1974 to provide local governments the resources to meet the needs of persons of low- and moderate-income; and

WHEREAS, the City of Sierra Madre contracts with the Los Angeles County Development Authority for the disbursement of Community Development Block Grant Funds, through the CDBG Urban County Grant Program; and

WHEREAS, the City of Sierra Madre is estimated to receive a total of \$40,908 Fiscal Year 2025-2026 in Community Development Block Grant Funds, and any unexpended prior year funding; and

WHEREAS, the City plans to allocate the estimated fund to its Senior Minor Residential Rehabilitation Program; and

WHEREAS, the City Council has conducted a public hearing, with the required prior noticing to provide the public and opportunity to comment on the programs proposed for the Fiscal Year 2025-2026 Community Development Block Grant Funds Program.

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

SECTION 1: The City Council approves the Community Development Block Grant (CDBG) Program Budget for Fiscal Year 2025-2026 and instructs staff to submit the necessary document and a copy of this Resolution to the Los Angeles County Development Authority.

SECTION 2: The City Council authorizes City Staff to adjust the Program budget as necessary throughout the Fiscal Year. This includes, but is not limited to, allocating amounts on a per project basis, adjusting project budgets, implementing a new, or cancelling existing activities, to allow for the timely expenditure of CDBG funds.

PASSED, APPROVED, AND ADOPTED on the 14th day of January, 2025.

Robert Parkhurst
Mayor, City of Sierra Madre

ATTEST:

Laura Aguilar
City Clerk, City of Sierra Madre

I HEREBY CERTIFY that the foregoing Resolution was introduced and duly adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 14th day of January 2025, by the following votes:

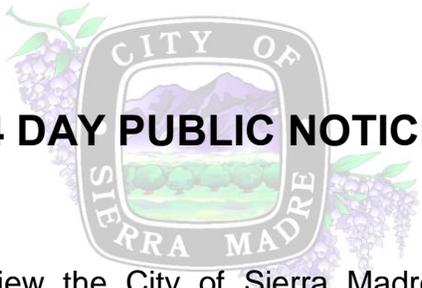
AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar
City Clerk, City of Sierra Madre



14 DAY PUBLIC NOTICE

The public is invited to review the City of Sierra Madre proposed revision to the Community Development Block Grant (CDBG) Consolidated Plan (Action Plan) which identifies projected use of funds for the **Fifty-First** Fiscal Year (FY) (**July 1, 2025 – June 30, 2026**) for submission to the Los Angeles County Development Authority and the U.S. Department of Housing and Urban Development.

CITY OF SIERRA MADRE

Single Family Residential Rehabilitation
Proposed CDBG Funding Allocation: \$40,908

The housing program provides CDBG grants for minor home-rehabilitation projects for eligible low-and moderate-income seniors of Sierra Madre for integral home improvements including modifications that make mobility easier. The work includes but is not limited to: wheelchair ramps, handrails, grab bars, tub conversions to roll-in showers, roof repairs, plumbing repairs, and window replacement. This project is 100% CDBG funded and is offered annually to three eligible senior households. CDBG funds are used for personnel costs and non-personnel costs.

City Council Meeting

The City Council will consider authorizing the City Manager to establish the MHRP and to issue a request for proposals for administrative and reporting services for the City's CDBG program. The City Council will consider the matter on January 14, 2025, City Council Chambers, 5:30 PM, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024 (see public notice below).

City Contact Information

If you have a comment or more information about this notice, please call Clare Lin, Acting Director of Planning and Community Preservation at (626) 355-7138.

For information on programs administered by the City of Sierra Madre, you may log on to our web site at www.cityofsierramadre.com. For information on program administered by the Los Angeles County Development Authority, you may log on to www.lacda.org.

Location(s): City Hall, Senior Center, City Library and on the City's website at: www.cityofsierramadre.com/MHRP

Posted from December 23, 2024 to January 14, 2025.



City of Sierra Madre Agenda Report

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

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Aleks Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: January 21, 2024

**SUBJECT: ORDINANCE 1476 ESTABLISHING ADMINISTRATIVE
REMEDIES PROCEDURE FOR CHALLENGES TO FEES,
CHARGES, AND ASSESSMENTS**

STAFF RECOMMENDATION

Introduce and waive the first reading of ordinance 1476 establishing an administrative remedies procedure for challenges to fees, charges, and assessments.

ALTERNATIVES

1. Do not introduce and waive the first reading of ordinance 1476.
2. Provide alternative direction to staff.

SUMMARY

Assembly Bill No. 2257 ("AB 2257") (adding Government Code sections 53759.1 and 53759.2) provides the City with a new tool to defend against challenges to fees, charges, and assessments adopted under Proposition 218. If the City follows certain procedures, a ratepayer who fails to submit a written objection **before** the close of the Proposition 218 protest hearing will be barred from challenging the fee, charge, or assessment later on. The attached ordinance was intentionally drafted to be broader than AB 2257, while still applying AB 2257's procedures, to capture all fees, charges, and assessments levied by the City.

ANALYSIS

Proposition 218, the Right to Vote on Taxes Act, was enacted by the voters in 1996 to provide procedural and substantive requirements for the imposition of property-related fees. (Cal. Const. art. XIII D, § 6(a), (b).) The courts have held that the stated intent of Proposition 218 is that its provisions are to be liberally construed to effectuate its purpose of limiting local government revenue and enhancing taxpayer consent. (*Hill RHF Housing Partner, L.P. v. City of Los Angeles* (2021) 12 Cal.5th 458, 475.)

According to the Senate Rules Committee's Analysis of AB 2257:

"As a general proposition, the courts have held that a party is required to exhaust administrative remedies before pursuing an action in the courts. (*Plantier* at 382-83.) An administrative remedy has been exhausted once all available and distinctive administrative review procedures have been concluded. (*Id.* at 383.) ... In both *Plantier* and *Hill* the courts stated that Proposition 218 did not expressly require an exhaustion of remedies, and the court declined to infer one was required under the circumstances. ...

This bill seeks to build upon dicta in the above cases and establish a statutory requirement to exhaust administrative remedies before bringing a challenge under Proposition 218, and establish an administrative remedy that provides for submission, evaluation, and resolution of complaints. As the court has not definitely ruled out exhaustion of remedies under Proposition 218, enacting such a statutory requirement does not appear wholly impermissible."

According to Senator Peter Wilson, the author of AB 2257:

"AB 2257 would build upon Proposition 218's existing procedural requirements by creating a clear and robust mechanism for customers to raise questions, concerns, comments, and criticisms of a proposed rate structure."

Consistent with AB 2257, this ordinance establishes the process the City must follow to limit challenges as described above. The City must:

1. Make the proposed fee, charge, or assessment publicly available at least 45 days before the deadline for submitting written objections;
2. Post a written basis for the proposed fee, charge, or assessment on the City's website and include a link to that website on public hearing notices sent to ratepayers or property owners;
3. Mail the written basis for the proposed fee, charge, or assessment to ratepayers or property owners upon request;
4. Provide at least 45 days for ratepayers or property owners to submit written objections to the fee, charge, or assessment;
5. Respond in writing to any timely submitted objections with an explanation for keeping or changing the proposed fee, charge, or assessment;
6. Present any timely submitted objections and responses thereto to the City Council for its consideration, either before or during the public hearing on the proposed fee, charge, or assessment;
7. Include on its public hearing notices a statement in bold-faced type of 12 points or larger:
 - a. That all written objections must be submitted to the City Clerk by the end of public comment period at the hearing, that a failure to timely object in writing bars any right to challenge that fee, charge, or assessment in court, and that any such action will be limited to issues identified in such objections; and
 - b. All substantive and procedural requirements for submitting an objection to the proposed fee, charge, or assessment.

AB 2257 only pertains to "fees or assessments", defined to mean "the amount of any property-related water or sewer fee or charge, or any special assessment levied or the methodology used to develop and levy the fee, charge, or assessment." (Gov. Code, § 53759.1, subd. (a)(2).) But there are other property-related fees, such as solid waste fees, or non-property-related fees, such as business licensing fees, that are not covered by AB 2257. The attached ordinance was intentionally drafted to be broader than AB 2257, while still

applying AB 2257's procedures, to capture all fees, charges, and assessments levied by the City.

Lastly, this Ordinance repeals the existing SMMC Chapter 3.20 (codified in 1989) and replaces it with a new Chapter 3.20 (which mirrors AB 2257 adopted in 2024). The edit is intended to replace the former procedures which only applied to regulatory and services fees and create a single standard for all fees, charges, and assessments.

CONSISTENCY WITH GENERAL PLAN

N/A

FINANCIAL REVIEW/SOURCE OF FUNDING

The adoption of this ordinance has no direct financial impact on the City of Sierra Madre. Implementation and enforcement of the procedures outlined in the ordinance will be managed using existing administrative resources. No additional funding or allocations from Fund 10000 General Fund or other financial sources are required.

However, this ordinance may provide potential cost avoidance by reducing legal risks and mitigating prolonged disputes related to fees, charges, and assessments. Additionally, the streamlined process could result in more efficient use of staff time and resources, indirectly benefiting the City's operational budget.

ENVIRONMENTAL (CEQA)

The adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 21065 and 15061(b)(3) as the establishment of an administrative remedies procedure will not result in a reasonably foreseeable direct or indirect physical change in the environment.

PUBLIC NOTICE PROCESS

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

Attachments

1. Ordinance No. 1476

ORDINANCE NO. 1476

**AN ORDINANCE OF THE CITY OF SIERRA MADRE,
CALIFORNIA, ADOPTING AN ADMINISTRATIVE
REMEDIES PROCEDURE FOR CHALLENGES TO FEES,
CHARGES, AND ASSESSMENTS**

RECITALS

WHEREAS, the California Legislature adopted Assembly Bill No. 2257 to establish an exhaustion of remedies requirement for property-related water and sewer fees, charges, and assessments;

WHEREAS, Article XIII C, Section 1(e) of the California Constitution defines fees, charges, and assessments; and

WHEREAS, the City Council desires to codify those requirements for all City related fees, charges, and assessments.

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

SECTION 1. Authority. This Ordinance is authorized by the City's authority under California Constitution, article XI, sections 7 (police power) and 9 (utility power) as well as Government Code section 53759.1.

SECTION 2. Amendment. Chapter 3.20 (Fee and Service Charge Revenue Cost Comparison System) of Title 3 (Revenue and Finance) of the Sierra Madre Municipal Code is repealed in its entirety.

SECTION 3. Amendment. Chapter 3.20 (Administrative Remedies Procedure for Challenges to Fees, Charges, and Assessments) is added to Title 3 (Revenue and Finance) of the Sierra Madre Municipal Code to read as follows:

**Chapter 3.20 — EXHAUSTION OF ADMINISTRATIVE REMEDIES FOR
CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS ON REAL PROPERTY**

3.20.010 — Scope.

The duty to exhaust administrative remedies imposed by this section extends to:

- A. any fee or charge subject to articles XIII C or XIII D of the California Constitution,
- B. any assessment on real property levied by the City, and
- C. the methodology used to develop and levy such a fee, charge, or assessment.

3.20.020 — Definitions.

“Fee, charge, or assessment” means any such fee, charge, or assessment that does not constitute a tax under Article XIII C, Section 1(e) of the California Constitution.

“Hearing” means the public hearing referenced in paragraph D of section 3.22.040 of this chapter.

3.20.030 — Duty to Exhaust Issues.

No person may bring a judicial action or proceeding alleging noncompliance with the California Constitution or other applicable law for any new, increased, or extended fee, charge, or assessment levied by the City, unless that person submitted to the City Clerk a timely, written objection to that fee, charge, or assessment specifying the grounds for alleging noncompliance. The issues raised in any such action or proceeding shall be limited to those raised in such an objection unless a court finds the issue could not have been raised in such an objection by those exercising reasonable diligence.

3.20.040 — Procedures.

The City shall:

- A. Make available to the public any proposed fee, charge, or assessment to which this chapter is to apply no less than 45 days before the deadline for a ratepayer or assessed property owner to submit an objection pursuant to paragraph D of this section.
- B. Post on its internet website a written basis for the fee, charge, or assessment, such as a cost of service analysis or an engineer’s report, and include a link to the internet website in the written notice of the Hearing, including, but not limited to, a notice pursuant to section 4(c) or Section 6(a)(1) of Article XIII D of the California Constitution.
- C. Mail the written basis described in paragraph D of this section to a ratepayer or property owner on request.
- D. Provide at least 45 days for a ratepayer or assessed property owner to review the proposed fee or assessment and to timely submit to the City Clerk a written objection to that fee, charge, or assessment that specifies the grounds for alleging noncompliance. Any objection shall be submitted before the end of the public comment portion of a Hearing on the rate, charge or assessment.
- E. Include in a written notice of the Hearing, a statement in bold-faced type of 12 points or larger that:
 1. All written objections must be submitted to the City Clerk by the end of public comment period at the Hearing and that a failure to timely object in writing bars any right to challenge that fee, charge, or assessment in court and that any such action will be limited to issues identified in such objections.
 2. All substantive and procedural requirements for submitting an objection to the proposed fee, charge, or assessment such as those specified for a property-related fee under California Constitution, article XIII D, section 6(a) or for an assessment on real property under California Constitution, article XIII D, section 4(e).

3.20.050 — Council Consideration; City Responses.

Before or during the Hearing, the City Council shall consider and the City shall respond in writing to, any timely written objections. The City Council may adjourn the Hearing to another date if necessary to respond to comments received after the agenda is posted for the meeting at which the Hearing occurs. The City's responses shall explain the substantive basis for retaining or altering the proposed fee, charge, or assessment in response to written objections, including any reasons to reject requested amendments.

3.20.060 — City Council Determinations.

The City Council, in exercising its legislative discretion, shall determine whether:

- A. The written objections and the City's response warrant clarifications to the proposed fee, charge, or assessment.
- B. To reduce the proposed fee, charge or assessment.
- C. To further review the proposed fee, charge, or assessment before determining whether clarification or reduction is needed.
- D. To proceed with the Hearing, to continue it, or to abandon the proposal.

SECTION 4. CEQA. The City Council finds that adoption of this Ordinance is exempt from CEQA because: (i) it is not a project within the meaning of Public Resources Code, section 21065 because it has no potential to alter the physical environment; (ii) and pursuant to CEQA Guidelines section 15061(b)(3), the so-called "common sense" exemption, for this same reason.

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this [REDACTED] day of [REDACTED], 2025.

Robert Parkhurst, Mayor

I HEREBY CERTIFY that the foregoing Ordinance was introduced by first reading on the 14th day of January 2025, and duly adopted at a regular meeting held on the [REDACTED] day of [REDACTED] 2025, by the City Council of the City of Sierra Madre, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar, City Clerk

[Type here]



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

Sue Spears, City Treasurer

City of Sierra Madre Agenda Report

TO: Honorable Mayor and Members of the City Council

FROM: Eric Lozick, Administrative Analyst

REVIEWED BY: Laura Aguilar, Deputy City Manager
Jose Reynoso, City Manager

DATE: January 21, 2025

SUBJECT: **CITY COUNCIL LIAISON APPOINTMENTS AND CONSIDERATION OF RESOLUTIONS 25-03, 25-04, AND 25-05 RELATING TO APPOINTMENTS TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, LEAGUE OF CALIFORNIA CITIES, SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS, AND THE LOS ANGELES COUNTY SANITATION DISTRICT**

STAFF RECOMMENDATION

It is recommended that the City Council approve City Council liaisons and/or voting delegates to serve on various boards, commissions, and associations. It is also recommended that the City Council approve Resolution 25-03 designating a Voting Delegate and Alternate Voting Delegate to the San Gabriel Valley Council of Governments; Resolution 25-04 designating a Voting Delegate and Alternate Voting Delegate to League of California Cities; and Resolution 25-05 designating a Voting Delegate and Alternate Voting Delegate to Southern California Association of Governments.

ALTERNATIVES

1. Mayor Parkhurst may make appointments to some or all commissions/boards/associations listed on the attached chart; or
2. The City Council may continue this item to a future Council meeting. However, a delay in appointing City representatives could have impacts on jurisdictional organizations that meet prior to the next scheduled Council meeting.

SUMMARY

With liaison appointments, the assignments intend to ensure that the City Council can enjoy reciprocal communication with the respective commissions, boards, and organizations. Similarly, the City Council liaisons actively participate in inter-jurisdictional organizations to ensure the interests of the community are represented in regional public policy discussions.

City Council liaisons attend meetings with the various commissions or boards and report to the City Council the results of those meetings. In the event the primary liaison is unable to attend or participate in a meeting, an alternate Council Member may represent the City Council.

[Type here]

Page 2 of 2

January 14, 2025

CONSIDERATION OF CITY COUNCIL LIAISON APPOINTMENTS

Traditionally the Mayor makes liaison appointments of City Council Members to commissions and organizations. These appointments are immediate and are for one year.

A few of the appointments require approval with a resolution. The appointments requiring authorization by resolution are the San Gabriel Valley Council of Governments, the League of California Cities, the Southern California Association of Governments, and the Los Angeles County Sanitation District; draft resolutions are attached and labeled "Attachment 2", "Attachment 3", and "Attachment 4" respectively. It should be noted that The Los Angeles County Sanitation District requires the Mayor and Mayor Pro Tem to serve as the primary and alternate City representatives.

FINANCIAL REVIEW/SOURCE OF FUNDING

The appointment of City Council liaisons and voting delegates carries no direct fiscal impact to the City of Sierra Madre, as there are no costs associated with these appointments. However, minimal staff time was utilized in preparing this agenda report and related resolutions. This staff time is accounted for as part of standard administrative operations and does not require any additional budget adjustments.

STRATEGIC PLAN CORRELATION

The appointment of liaisons to commissions, boards, and jurisdictional organizations is an element of Objective 4.2 of the Strategic Plan.

PUBLIC NOTICE PROCESS

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

Attachments

Attachment 1: List of 2025 Liaison Appointments

Attachment 2: Resolution 25-03 Designating a Voting Delegate and Alternate Voting Delegate to San Gabriel Valley Council of Governments

Attachment 3: Resolution 25-04 Designating a Voting Delegate and Alternate Voting Delegate to League of California Cities

Attachment 4: Resolution 25-05 Designating a Voting Delegate and Alternate Voting Delegate to Southern California Association of Governments

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Commission/Board	City Council Liaison	Alternate Liaison
Community Services Commission Meets 3rd Monday, 5:00 PM		
Library Board Meets 4th Monday, 5:00 PM		
Natural Resources Commission Meets 3rd Wednesday, 5:00 PM		
Planning Commission Meets 1st & 3rd Thursday, 5:30 PM		
Senior Community Commission Meets 1st Thursday, 3:00 PM		
L.A. County Sanitation Meets 4th Wednesday, 1:30 PM	Mayor Parkhurst (Set Appointment)	Mayor Pro Tem Lowe (Set Appointment)
Board of Supervisors Meets 2nd Thursday, 10:00 AM	Mayor Parkhurst (Set Appointment)	Mayor Pro Tem Lowe (Set Appointment)
SGV Council of Governments Meets 3rd Thursday, 6:00 PM		
League of California Cities Meets 1st Thursday, 6:00 PM		
Clean Power Alliance Meets 1st Thursday, 2:00 PM		
So. Calif. Assoc. of Governments		
Foothill Workforce Investment Board		
Independent Cities Assoc.		
Sierra Madre Chamber of Commerce		

[Type here]

RESOLUTION 25-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
AFFIRMING THE DESIGNATION OF A MEMBER AND ALTERNATE
MEMBER TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

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

WHEREAS, the San Gabriel Valley Council of Governments provides a vehicle for the members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities for the collective benefit of cities in the San Gabriel Valley; and

WHEREAS, the City Council hereby appoints _____ to represent the City of Sierra Madre as a representative of the San Gabriel Valley Council of Governments; and

WHEREAS, the City Council hereby appoints _____ to represent the City of Sierra Madre as an alternate representative of the San Gabriel Valley Council of Governments to act in the place of the designated representative during their absence, inability, or refusal to act as a representative of said Council of Governments.

NOW, THEREFORE BE IT RESOLVED, the City Council hereby appoints _____ to serve as the City's representative and appoints _____ as the alternate representative of the San Gabriel Valley Council of Governments, effective immediately.

PASSED, APPROVED, AND ADOPTED this 14th day of January 2025.

Robert Parkhurst, Mayor,
City of Sierra Madre, California

I hereby certify that the preceding Resolution Number **25-03** was adopted at a regular meeting of the City Council of the City of Sierra Madre held on this 14th day of January 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Laura Aguilar, City Clerk,
City of Sierra Madre, California

[Type here]

RESOLUTION 25-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, DESIGNATING A VOTING DELEGATE AND ALTERNATE TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND BUSINESS MEETING FOR 2025

WHEREAS, the League of California Cities will be holding its Annual Conference and Business Meeting in Long Beach, California; and

WHEREAS, the City Council must designate a Voting Delegate; and

WHEREAS, the City Council may also designate a Voting Alternate to the Conference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sierra Madre hereby designates _____ as the Voting Delegate and _____ as the Voting Alternate.

PASSED, APPROVED, AND ADOPTED this 14th day of January 2025.

Robert Parkhurst, Mayor,
City of Sierra Madre, California

I hereby certify that the preceding Resolution Number **25-04** was adopted at a regular meeting of the City Council of the City of Sierra Madre held on this 14th day of January 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Laura Aguilar, City Clerk,
City of Sierra Madre, California

[Type here]

RESOLUTION 25-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
AFFIRMING THE DESIGNATION OF A MEMBER AND ALTERNATE
MEMBER TO THE SOUTHERN CALIFORNIA ASSOCIATION OF
GOVERNMENTS**

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

WHEREAS, the Southern California Association of Governments provides a vehicle for the members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities for the collective benefit of cities in Southern California; and

WHEREAS, the City Council hereby appoints _____ to represent the City of Sierra Madre as a representative of the Southern California Association of Governments; and

WHEREAS, the City Council hereby appoints _____ to represent the City of Sierra Madre as an alternate representative of the Southern California Association of Governments to act in the place of the designated representative during their absence, inability, or refusal to act as a representative of said Council of Governments.

NOW, THEREFORE BE IT RESOLVED, the City Council hereby appoints _____ to serve as the City's representative and appoints _____ as the alternate representative of the Southern California Association of Governments effective immediately.

PASSED, APPROVED, AND ADOPTED this 14th day of January 2025.

Robert Parkhurst, Mayor,
City of Sierra Madre, California

I hereby certify that the preceding Resolution Number **25-05** was adopted at a regular meeting of the City Council of the city of Sierra Madre held on this 14th day of January by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Laura Aguilar, City Clerk,
City of Sierra Madre, California



City of Sierra Madre AGENDA REPORT

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

Susan Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks R. Giragosian, City Attorney

REVIEWED BY: Jose Reynoso, City Manager

DATE: January 21, 2025

SUBJECT: RESOLUTION NO. 25-06 ESTABLISHING A LEGISLATIVE ADVOCACY POLICY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE POLICY POSITIONS ON PENDING LEGISLATION OR REGULATION

STAFF RECOMMENDATION

Staff recommends the City Council consider adoption of Resolution No. 25-06 establishing a legislative advocacy policy and authorizing the City Manager or designee to take policy positions on pending legislation or regulation.

ALTERNATIVES

- 1) Adopt Resolution No. 25-06 as amended by the City Council;
- 2) Do not adopt Resolution No. 25-06;
- 3) Establish an ad hoc committee of the City Council to present a recommendation at a future meeting or
- 4) Continue the item and provide further direction to staff.

ANALYSIS

The City of Sierra Madre is a member of the League of California Cities (“Cal Cities”). Cal Cities assigns regional public affairs managers — including for the Los Angeles County Division — to keep members informed of pending legislation. Occasionally, the regional public affairs manager will request member agencies take a position in support of or against pending legislation or regulations.

Unlike an expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate, the expenditure of public funds is expressly authorized to

advocate for or against proposed legislation or regulatory actions, which will affect the City. (Gov. Code, § 50023) However, the request to take a position requires City Council action, which is usually infeasible given the immediate nature of the request and the infrequency of City Council meetings.

The purpose of this Legislative Advocacy Policy is twofold:

- 1) to identify the City's legislative policy priorities; and
- 2) to empower an individual or group to take policy positions on behalf of the City.

The specific advocacy priorities included in the Resolution, included as Attachment A, were taken word-for-word from the Cal Cities' 2025 Advocacy Priorities list. The City Council may seek to expand the list of priorities based on Cal Cities' "Summary of Existing Policy and Guiding Principles," included as Attachment B, or the City Council may revise the list based on input from some other local government association, such as the Clean Power Alliance (see Attachment C).

There are many different decision-making models for taking policy positions. Listed below are the three most common:

- 1) Only the City Council is authorized to adopt policy positions;
- 2) The City Manager adopts a policy position after consultation with the Mayor; or
- 3) The City Manager or designee adopts a policy position.

The Resolution empowers the City Manager or designee (Option #3) and is modeled on the template prepared by the California Special Districts Association, included as Attachment D.

ENVIRONMENTAL (CEQA)

This Resolution is not a "Project" for purposes of the California Environmental Quality Act because under 14 CCR 15378(b)(1), a "Project does not include: ... Proposals for legislation to be enacted by the State Legislature" and under 14 CCR 15378(b)(4), a "Project does not include: ... Organizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment."

STRATEGIC PLAN CORRELATION

N/A

FISCAL IMPACT

The adoption of this Resolution is not anticipated to have any direct fiscal impact on the City of Sierra Madre. All activities associated with implementing the Legislative Advocacy Policy, including the designation of the City Manager or their designee to take policy positions on behalf of the City, will be carried out within existing staff resources and budget allocations.

By streamlining the process for responding to legislative and regulatory requests, the policy is expected to enhance the City's ability to advocate for its interests without incurring additional costs.

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PUBLIC NOTICE

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

ATTACHMENTS:

- Attachment A: City Council Resolution No. 25-06
- Attachment B: League of California Cities' Summary of Existing Policy and Guiding Principles
- Attachment C: Clean Power Alliance's 2023 Legislative and Regulatory Policy Platform
- Attachment D: California Special District Association's Legislative Advocacy Policy

RESOLUTION NO. 25-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, ESTABLISHING A LEGISLATIVE ADVOCACY POLICY AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE POLICY POSITIONS ON PENDING STATE OR FEDERAL LEGISLATION OR REGULATION

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

SECTION 1. Purpose. The purpose of this legislative advocacy policy (“Policy”) is to guide the City Council Members and City staff in their advocacy efforts and engagement on policy matters of interest to the City, and to allow for a timely response to important legislative or regulatory issues.

SECTION 2. Policy Procedures. The City Manager or designee may take a policy position on pending state or federal legislation or regulation utilizing the following procedures:

- A. A policy position may be adopted if any of the following criteria is met:
 - i. The position is consistent with the adopted Advocacy Priorities;
 - ii. The position is consistent with that of organizations to which the City is a member; or
 - iii. The position is approved by the City Council.
- B. The City Manager will conduct a review of positions and analysis conducted by the League of California Cities and other local government associations when formulating positions.
- C. If the City Manager takes a policy position, the correspondence shall state whether the City will “support”, “support if amended”, “oppose”, or “oppose unless amended” any pending state or federal legislation or regulation, and shall include adequate justification for the recommended action.
- D. The City Manager may submit correspondence expressing concern or interest, without taking a formal policy position.
- E. When correspondence is sent to a state or federal legislative body, the appropriate federal or state legislators representing the City shall be included in the correspondence. The appropriate contacts at the League of California Cities or other local government association may also be included in the correspondence.
- F. All policy positions adopted by the City Manager or designee shall be communicated to the City Council at the next regularly scheduled City Council meeting either orally or in writing.

SECTION 3. Advocacy Priorities.

- A. Protect local revenues and expand economic development tools. Safeguard and modernize revenue streams for local priorities. Pursue new economic

- development opportunities that bolster local economies and cultivate a strong local workforce, including expanded workforce recruitment and retention tools.
- B. Strengthen climate change resiliency and disaster preparedness. Support city efforts to prepare, prevent, and adapt to natural disasters and the impacts of climate change, including wildfire, drought, sea level rise, and other extreme weather events. Increase transparency and access to insurance policies especially following natural disaster.
 - C. Strengthen and modernize critical infrastructure. Dedicate new resources and protect existing funding to maintain and improve essential infrastructure, including bridges, roads, broadband, and the state's water supply and energy grid.
 - D. Secure investments to prevent and reduce homelessness and increase the supply of affordable housing. Secure dedicated funding to bolster cities' long-term planning efforts to support unhoused residents and accelerate the construction of affordable housing. Strengthen state and regional partnerships to expand access to wraparound services and improve the housing element planning process. Ensure cities have the flexibility and decision-making authority to meet their community and state housing goals and reduce homelessness.

SECTION 4. CEQA. This Resolution is not a "Project" for purposes of the California Environmental Quality Act because under 14 CCR 15378(b)(1), a "Project does not include: ... Proposals for legislation to be enacted by the State Legislature" and under 14 CCR 15378(b)(4), a "Project does not include: ... Organizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment."

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

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

SECTION 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 14th day of January, 2025.

Robert Parkhurst, Mayor

I HEREBY CERTIFY the foregoing Resolution was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 14th day of January 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar, City Clerk



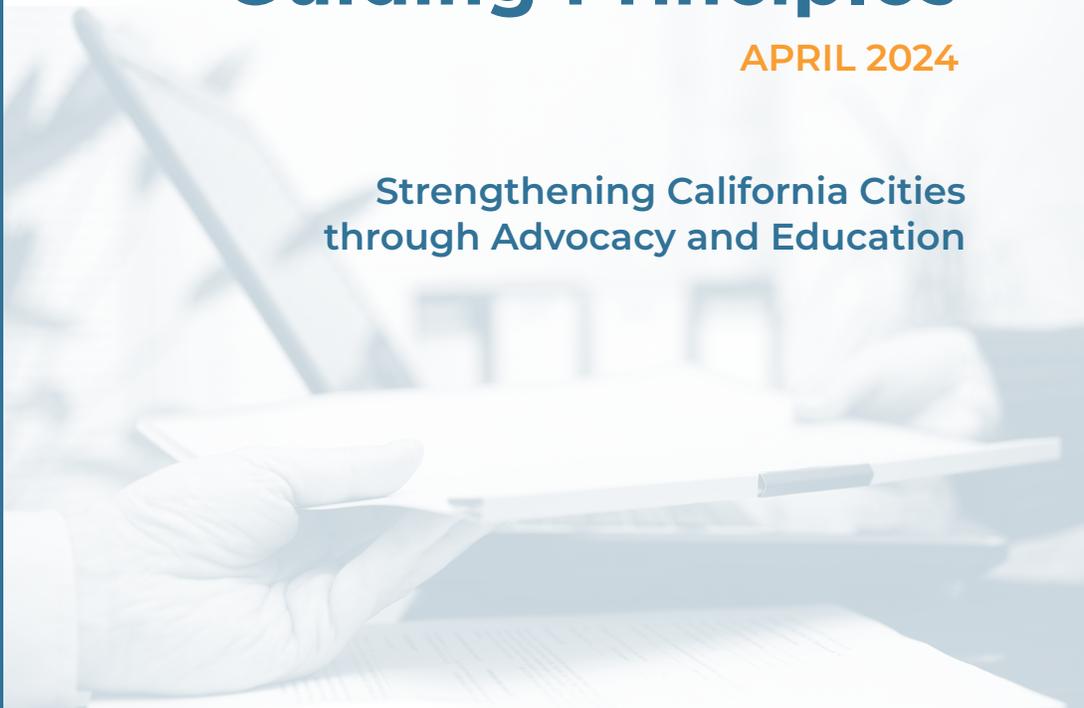
LEAGUE OF
**CALIFORNIA
CITIES**



Summary of Existing Policy and Guiding Principles

APRIL 2024

Strengthening California Cities
through Advocacy and Education





Mission Statement

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

Vision

To be recognized and respected as the leading advocate for the common interests of California's cities.

We Believe

- Local self-governance is the cornerstone of democracy.
- Our strength lies in the unity of our diverse communities of interest.
- In the involvement of all stakeholders in establishing goals and in solving problems.
- In conducting the business of government with transparency, openness, respect, and civility.
- The spirit of honest public service is what builds communities.
- Open decision-making that is of the highest ethical standards honors the public trust.
- Cities are vital to the strength of the California economy.

- The vitality of cities is dependent upon their fiscal stability and local autonomy.
- The active participation of all city officials increases Cal Cities' effectiveness.
- Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- Ethical and well-informed city officials are essential for responsive, visionary leadership and effective and efficient city operations.

About Cal Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. Cal Cities strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents.

In addition to advocating on cities' behalf at the state capitol, Cal Cities provides its members with professional development programs and information resources, conducts educational conferences and research, and publishes a monthly magazine and weekly newsletter.

Introduction

We are pleased to present the 14th edition of Cal Cities ***Summary of Existing Policy and Guiding Principles***. In a process that continues today, the first version was prepared in 1997 by researching and summarizing policy guidelines and positions on past legislation adopted by Cal Cities, as well as past annual conference resolutions.

The ***Summary*** was developed with the assistance of the seven standing Cal Cities policy committees and the Cal Cities Board of Directors to ensure the content accurately reflects existing Cal Cities policy. The 2024 edition reflects policy changes adopted by Cal Cities through February 2024, following a review of Cal Cities' positions on recent legislation and annual conference resolutions. The ***Summary*** is posted on Cal Cities' website in its entirety, as well as on individual policy committee pages.

The ***Summary of Existing Policy and Guiding Principles*** is intended to be a living reference, updated biennially, to reflect changes to Cal Cities policy. Cal Cities uses it to review new legislation and determine how it relates to existing Cal Cities policy. The ***Summary*** can also be used to better understand Cal Cities policy and positions on state and federal legislation.

We encourage cities to adopt all or part of the ***Summary*** so that they can respond in a timely manner to new legislation introduced at the state and federal levels. This will permit cities to become more active in the legislative process and involved in issues impacting cities. Quick, thoughtful action on these issues helps your community, helps us, and Californians throughout the state.

We hope you will find the ***Summary*** useful in your city's involvement in the legislative process and Cal Cities. Please do not hesitate to relay any comments you may have about this reference guide to the Cal Cities Sacramento office. Your suggestions are always welcome.



Carolyn M. Coleman
Executive Director and CEO
League of California Cities

March 2024

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Community Services

SCOPE OF RESPONSIBILITY

The Committee on Community Services reviews issues related to childcare, parks and recreation, libraries, cultural arts and community and human services programs.



Summary of Existing Policy and Guiding Principles

Animals

Cal Cities supports legislation to prevent a person or animal shelter from selling, giving, or otherwise transferring living animals to research facilities or animal dealers.

Arts, Cultural Resources, Historic Preservation and Activities

Cal Cities supports continued state funding that recognizes the important role of local arts activities and historic preservation in community life and how these cultural activities affect the social health and economic vitality of cities.

Child Care

Cal Cities supports the creation of more affordable, innovative and quality parks and recreation and child care options for parents and concurrently encourages adherence to strict regulations and guidelines.

Cal Cities supports funding and resources to address the affordability and availability of early learning and care options.

Children

Cal Cities believes that the children of California must be recognized as our state's most valuable resource. Their development, education, and well-being are key to our state's future. Further, it is essential that each child have the support needed to become a productive citizen in the world of the 21st Century. This involves supporting diverse before-and after-school programs and creating stronger linkages between municipal services and school-based job training programs in order to produce more job placement opportunities.

Cal Cities promotes the development of a cooperative program with the goal to increase enrollment of California's children in the Healthy Families Program.

Cal Cities encourages cities to promote anti-bullying efforts across California as well as provide education and awareness to the general public about the imminent health and safety concerns for bullied children, especially those with special needs.

Cal Cities supports increasing opportunities for California's youth to participate in civic engagement activities.

Housing for Homeless

Housing and programs for homeless and other extremely low-income populations are necessary to ensure quality of life and economic viability for all Californians.

Homelessness is a statewide problem that disproportionately impacts specific communities. The state should make funding and other resources, including enriched services, and outreach and case managers, available to help assure that local governments have the capacity to address the needs of the homeless in their communities, including resources for regional collaborations.

Homeless housing is an issue that eludes a statewide, one-size-fits-all solution, and collaboration between local jurisdictions should be encouraged.

State and federal funding programs should be designed to reflect responsibilities imposed by state and federal law.

Behavioral Health

Cal Cities supports additional funding and resources to expand access to behavioral health services, including efforts to assist California's homeless population, especially those individuals experiencing mental health and substance use disorders. This includes, but is not limited to, supporting counties in expanding community-based care settings to provide for prevention, intervention, treatment, infrastructure, and recovery systems.

Substance Use

Cal Cities supports additional funding and resources to address the substance use crisis through appropriate prevention and intervention efforts, educational awareness campaigns, and increased access to life-saving overdose treatment aids such as naloxone.

Park Bond Funds

Cal Cities believes that any statewide park bond measure should include a component that provides per capita grants to cities and counties. Cal Cities opposes tying local eligibility for grant funds to non-park related issues, such as rent control or housing element status.

Public Parks/Recreational Facilities

While the State of California studies the use of crumb rubber in synthetic turf and playground surfaces, Cal Cities opposes legislation that requires cities to undertake specific actions before installation can occur.

Cal Cities supports requiring public pools to provide Automated External Defibrillator during pool operations.

Public Libraries

Cal Cities supports full funding of the Public Library Fund so that the State of California can fully fund its share of the program, understanding how libraries play an integral role in building and sustaining our communities. (Additional library-related policy is included in "Restructuring California's Public Library Services," the report of a joint task force co-sponsored by Cal Cities, California State Association of Counties, California Library Association and the California Association of Library Trustees and Commissioners.)

Cal Cities opposes legislation that requires public libraries to install and maintain computer software for use on computers in the library that prohibits access to obscene material to minors and other library patrons. Cal Cities believes that this issue is more appropriately addressed at the local level, in ways that meet local circumstances, and thus is an issue of local control.

Seniors

Cal Cities encourages cities to recognize seniors as a valuable state resource and to develop and improve intergenerational programs and activities. Cal Cities supports legislation that would provide funding for side-by-side day care facilities for California's youth, adults, and seniors.

Healthy Cities

Cal Cities encourages California cities to help parents make healthy family choices; create healthy schools; provide access to healthy and affordable foods; and adopt city design and planning principles that promote physical activity.

Cal Cities encourages cities to involve youth, especially middle and high school students, with city health-related programs.

Cal Cities encourages cities to address the needs of an aging population through local and statewide planning, education, and conference programming.

Cal Cities encourages cities to establish their own rules and regulations pertaining to community recreational activities.

Natural Disaster Preparation

Cal Cities supports additional funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions. Cal Cities also supports additional funding for local agencies to preposition "emergency response" personnel and equipment as well as coordinate notification systems with local and state agencies.

Cal Cities supports measures that provide resources for local governments to coordinate services to assist displaced residents and communities recover from wildfires, earthquakes, and other natural disasters.

Smoking and Tobacco Control

Cal Cities supports legislation that establishes a statewide smoking and tobacco control standard that includes electronic cigarettes and vapor products, as long as such legislation does not preempt the ability of cities and counties to enact local laws that are stronger than the statewide standard or to regulate in areas not covered in the statewide standard. Cal Cities opposes legislation that would restrict such local authority.

Cal Cities supports legislation that limits the ability of minors to obtain tobacco and tobacco products, including electronic cigarettes and vapor products.

Cal Cities supports and advocates that all 482 California cities be equitably included in the distribution of moneys that the state receives from the Tobacco Settlement Memorandum of Understanding; and believes that the moneys received by counties should benefit all cities within the county and that cities have input into the decision-making process.

Cal Cities supports legislation that requires tobacco retailers to obtain a state-issued license to sell tobacco products, as long as the legislation does not restrict or preempt the ability of cities to enact and enforce their own retail licensing programs and to enforce the state-wide licensing program. Cal Cities also supports legislation designed to restrict the sale of illegal, counterfeit tobacco products.

Note: *Cal Cities will review new legislation to determine how it relates to existing Cal Cities policies and guiding principles. In addition, because this document is updated every two years to include policies and guiding principles adopted by Cal Cities during the previous two years, there may be new, evolving policies under consideration or adopted by Cal Cities that are not reflected in the current version of this document. However, all policies adopted by Cal Cities Board of Directors or Cal Cities General Assembly become Cal Cities policy and are binding on Cal Cities, regardless of when they are adopted and whether they appear in the current version of "Summary of Existing Policies and Guiding Principles."*

Environmental Quality

SCOPE OF RESPONSIBILITY

The Committee on Environmental Quality reviews issues related to air, water and water quality, climate change, CEQA, integrated waste management, hazardous materials, coastal issues, and utilities.



Summary of Existing Policy and Guiding Principles

Air Quality

Cal Cities supports inclusion of city officials on the governing boards of air districts and opposes efforts to delete such city representation.

Cal Cities believes cities should have the authority to establish local air quality standards and programs that are stricter than state and federal standards. Cal Cities opposes efforts to restrict such authority.

Cal Cities opposes legislation redirecting the funds authorized by Health and Safety Code Section 44223, which are currently used by local governments for locally based air quality programs.

Cal Cities opposes air quality legislation that restricts the land use authority of cities.

Cal Cities supports the requirement that both public and private diesel garbage trucks be retrofitted to reduce the amount of particulate matter pollution emitted from the trucks. (See also Integrated Waste Management Section below.)

Climate Change

Cal Cities recognizes that climate change is both immediate and long term, with the potential for profound environmental, social, and economic impacts to the planet and to California.

Through the Global Warming Solutions Act of 2006 (AB 32 (Nuñez), Chapter 488, Statutes of 2006) California has embarked on a plan that requires the reduction of greenhouse gas emissions to 1990 levels by 2020. Although uncertainty remains about the pace, distribution, and magnitude of the effects of climate change, Cal Cities recognizes the need for immediate actions to mitigate the sources of greenhouse gas emissions and has adopted the following principles:

- **Action Plans for Mitigating Greenhouse Gas Emissions.** Encourage local governments to complete an inventory of greenhouse gas emissions, set appropriate reduction targets, and create greenhouse gas emission reduction action plans.
- **Smart Growth.** Consistent with Cal Cities Smart Growth policies, encourage the adoption of land use policies designed to reduce sprawl, preserve open space, and create healthy, vibrant, and sustainable communities.

- **Green Technology Investment Assistance.** Support tax credits, grants, loans, and other incentives to assist the public, businesses, and local agencies that invest in energy efficient equipment and technology, and fuel efficient, low-emission vehicles.
 - **Energy and Water Conservation and Efficiency.** Encourage energy efficiency, water efficiency, and sustainable building practices in new and existing public, residential, and commercial buildings and facilities. This may include using the U.S. Green Building Council's LEED program or similar systems.
 - **Green Building Guidelines.** Cal Cities encourages state agencies to provide leadership in developing voluntary, model statewide residential green building guidelines that will provide information to local jurisdictions on how to evaluate and use different green building strategies. Additionally, Cal Cities encourages cities to adopt voluntary residential green building guidelines as a reference guide, to evaluate available green building programs and adopt those best suited for their communities, and to explore incentives to encourage green building by private developers of residential construction projects.
 - **Increase the Use of Clean Alternative Energy.** Promote the use and purchase of clean alternative energy through the development of renewable energy resources, recovery of landfill methane for energy production and waste-to-energy technologies.
 - **Reduction of Vehicle Emissions in Public Agency Fleets.** Support the reduction of vehicle emissions through increased fuel efficiency, use of appropriate alternative fueled vehicles, and/or low emission vehicles in public agency fleets. Encourage the use of appropriate alternative fueled vehicles, and/or low emission vehicles in private fleets.
 - **Climate Change Impacts.** Encourage all levels of government to share information to prepare for climate change impacts.
 - **Coordinated Planning.** State policy should encourage and provide incentive for cities to coordinate and share planning information with neighboring cities, counties, and other governmental entities so that there are agreed upon regional blueprints and strategies for dealing with greenhouse gas emissions.
 - **Water Supply for New Development.** Encourage exchange of water supply information between state and local agencies, including information on the impacts of climate change on state and local water supplies.
 - **Recycled Content and Green Purchasing Policies.** Encourage the adoption and implementation of recycled content and green procurement policies, if fitness and quality are equal, including the adoption of an Environmental Management System and authorization of local agencies to consider criteria other than only cost in awarding contracts for services.
 - **Environmental Standards.** Cal Cities supports flexibility for state and local governments to enact environmental and other standards or mandates that are stronger than the federal standards. However, Cal Cities reserves the right to question or oppose stronger standards on the merits. Cal Cities also opposes legislation that prohibits state and local governments from enacting stricter standards.
- Cal Cities supports efforts to encourage regional climate adaptation planning to reduce climate risk, foster collaboration among local, regional, and state entities, and develop guidance for potential state, federal, or private investment in regional adaptation projects.

Cal Cities believes that statewide climate bonds should be comprehensive and include funding for capital infrastructure projects.

Hazardous Materials

Cal Cities supports the ability of local governments to enact local standards or regulations that are stronger than those enacted at the state and federal level. To this end, where the city fire department is the lead agency for regulating and enforcing hazardous materials laws, Cal Cities supports the provisions of existing law that permit a local fire department to adopt stronger local requirements, as long as it complies with specified procedures to enact such stronger local standards. Cal Cities opposes legislation or regulations that restrict such authority.

Cal Cities supports efforts to streamline and coordinate hazardous materials regulation among various levels of government, including city fire and county environmental health departments. Cal Cities supports the ability of city fire departments to be administering agencies for any of the major hazardous materials laws or to be the lead agency (the Certified Unified Program Agency) under the SB 1082 program and opposes legislation or regulations to restrict such authority.

Cal Cities opposes any efforts to restrict the ability of cities to issue building or other permits it is now authorized to issue relative to hazardous materials laws.

Cal Cities opposes any proposals that would preempt the ability of a city to deny a land use permit or restrict its ability to issue a conditional use permit for the siting of a hazardous waste facility.

Cal Cities opposes legislation that mandates that cities post information on the Internet regarding adoption, amendment, or repeal of hazardous

materials ordinances. However, Cal Cities does not object to legislation that makes such posting voluntary.

Cal Cities supports the following principles related to Brownfields Revitalization:

- Cal Cities supports state and federal legislation that would create additional fiscal resources and options to restore and develop urban and industrial brownfields contaminated by hazardous materials. Cal Cities also supports creative state and federal efforts to encourage revitalization and better use of abandoned urban and industrial brownfields, as long as local governments retain existing land use authority.
- Cities should have the ultimate say on whether a proposed brownfield remediation project is consistent with local land use policy. The proposed use of a project (i.e., parking garage, business park, residential development) should be consistent with a city's general plan and land use authority.
- The clean-up level of a project should be based on its proposed use (i.e., parking garage, as opposed to residential development).
- Mechanisms, such as restrictive covenants of deed restrictions, need to be in place to ensure that if a future use for a property is different than that which was proposed when the site was cleaned up, that the clean-up levels be re-evaluated and additional remediation be required before the new use can be approved.
- Local agencies do not have the desire or generally the expertise to do the technical evaluation for site assessment and remediation plans. Appropriate state agencies should have that responsibility.
- If a property owner plans to develop the site, then the owner should be required to do the necessary site assessment and clean up.

Solid Waste and Recycling

Cal Cities supports continued efforts by local agencies to meet the 25% and 50% recycling and diversion provisions of the Integrated Waste Management Act of 1989 (AB 939) and believes that decisions on how to achieve those requirements are best determined at the local level, rather than by state agencies. Cal Cities believes that those jurisdictions that have made a good faith effort to comply with the requirements of AB 939 should not be subject to enforcement penalties. Cal Cities opposes the repeal of AB 939, but supports continued efforts to streamline its provisions and to assist in compliance.

Cal Cities believes that green waste used as alternative daily cover (ADC) should be eligible for limited AB 939 credit, as long as the ADC meets performance and health and safety criteria established by the California Integrated Waste Management Board (CIWMB), now the California Department of Resources, Recovery & Recycling (Cal Recycle).

Cal Cities continues to support legislation to provide changes to AB 939 (the California Integrated Waste Management Act) that will:

- Place more emphasis on implementation of waste diversion programs and less strict mathematical accounting;
- Require Cal Recycle to evaluate the level of accuracy of the existing system the board uses to measure jurisdictions' achievement of the waste diversion requirements of state law and develop appropriate policies, in consultation with local jurisdictions, to account for any inaccuracies in the system;
- Encourage the development of non-burn transformation technologies by providing full diversion credit for the waste that jurisdictions send to non-burn transformation facilities;

- Require the board to expand its market development activities, including providing more funding for research and development of markets for recyclable materials; and
- Require Cal Recycle to staff its existing regional offices with personnel that can assist jurisdictions in carrying out the requirements of the act.

Cal Cities supports legislation and other efforts to increase the markets for recycled materials, including advance disposal fees, minimum content laws, and recycling market development zones. Cal Cities opposes legislation that requires local governments to adopt refuse fees based upon variable can rates.

Cal Cities supports efforts to strengthen curbside recycling programs and opposes efforts to weaken such programs. Cal Cities supports legislation to expand the container types included in the AB 2020-bottle bill program.

Cal Cities supports the right of cities under existing law to be designated as Local Enforcement Agencies for solid waste facility permitting, inspection and enforcement, and opposes legislation to restrict this authority or transfer it to state agencies.

Cal Cities opposes legislation that would preempt local land use authority over solid waste facilities, would restrict the ability of a city to issue a land use permit for a solid waste facility or would restrict the ability of a city to condition such facilities through the conditional use permit process.

Cal Cities does not oppose legislation that assesses fees on solid waste that is disposed of out of state, as long as the fees reflect the pro-rata portion of in-state costs.

Cal Cities opposes legislation that would authorize the Director of Cal Recycle to consider landfill capacity as a reason for denying concurrence of a solid waste facility permit and also opposes

legislation that would prohibit a public agency from being certified as a Local Enforcement Agency if the public agency is also an operator of a solid waste facility.

Cal Cities opposes legislation that would authorize the Director of Cal Recycle to consider environmental justice as a basis for concurring or denying a solid waste facility permit. Cal Cities has adopted the policy that issues of environmental justice are best addressed at the local level through the local land use and public hearing process and through existing federal and state policy.

While Cal Cities supports the retrofit of public and private diesel-fueled garbage trucks to reduce particulate matter air pollution (see Air Quality section), Cal Cities opposes funding such retrofits in a way that would either interfere with the existing franchise relationship between local governments and haulers or would impose a surcharge on landfills.

Cal Cities supports legislation and regulation that authorizes the land application of biosolids that meet specified statewide health and safety standards. Cal Cities supports legislation that permits enactment of stronger local ordinances only if they are based upon protecting public health and safety and good science. Cal Cities opposes legislation that preempts outright stronger local ordinances, regardless if they are based on protecting public health and safety and good science.

Electronic Waste

Cal Cities supports legislation implementing the concept of manufacturer responsibility for electronic waste (e-waste). This includes, but is not limited to, encouraging or providing incentives for e-waste recycling, requiring manufacturers of computer, cathode-ray tube (CRT), photovoltaic modules (solar panels), and other electronic products considered universal wastes, to operate

or fund comprehensive, extended producer responsibility programs. Such programs should require products to be sustainably designed and labeled, offer financial incentives to consumers to properly dispose e-wastes, encourage recycling, reuse and collection programs by manufacturers, incentives to consumers to redeem or recycle e-waste, and fund a convenient collection infrastructure.

Cal Cities supports statewide and manufacturer education programs to educate consumers about e-waste and recycling efforts.

Cal Cities supports an advance disposal fee on computer and other electronic products in order to fund such manufacturer responsibility programs and local collection and recycling programs.

Cal Cities supports national efforts to address the e-waste problem.

Household Hazardous Waste

Cal Cities opposes legislation that requires local jurisdictions to collect household hazardous waste in a specific collection manner, including mandatory curbside collection.

Extended Producer Responsibility (EPR)

Cal Cities supports legislation implementing producer responsibility. This includes, but is not limited to, mandating or providing incentives including funding for comprehensive producer responsibility programs for hazardous and universal wastes and products and packaging for which disposal or recycling is problematic for local governments.

Single-Use Plastics

Cal Cities supports reducing the amount of single-use plastic packaging and products that enter the waste stream through methods such as source reduction and increases to the recyclability and composability of these items. This includes reducing the waste generated from single-use plastics, such as plastic straws.

- **Single-Use Carryout Bags:** Cal Cities supports in concept legislation that charges a fee for all consumers for single-use carryout bags at the point of sale; however, Cal Cities does not have a position on the amount of the fee except that it should be set to modify consumer behavior.

Cities should be eligible for moneys generated from any fee placed upon single-use carryout bags, provided those dollars are used by the city to mitigate the effects of single-use carryout bags on the stormwater, solid waste diversion, visitor education and awareness, and water quality in the city. Any application for funding provided to cities by single-use carryout bag fees should be streamlined, simple, and not overly burdensome.

Cal Cities supports CEQA exemptions for single-use carryout bag bans or a programmatic EIR.

Cal Cities opposes any bill that would preempt local governments from individually banning or placing a fee on single-use carryout bags distributed within the city.

Energy and Utilities

Cal Cities supports the constitutional right of municipal utilities to operate outside the jurisdiction of the California Public Utilities Commission (PUC) and opposes any legislation that would erode the ability of municipal utilities to operate, or place them under PUC control.

Cal Cities supports maintaining the standard of inverse condemnation for investor-owned utilities that require utilities to pay damages. Cal Cities opposes reducing the inverse condemnation standard for incidents caused by a utility, whether retroactive or otherwise, and supports ensuring local governments can recover applicable damages.

Cal Cities supports the prohibition of passing through the costs of fines and penalties incurred by electrical and gas corporations to ratepayers.

Cal Cities opposes legislation that dictates the mix of generating sources (i.e., hydro, coal, biomass, wind, etc.) used by municipal utilities.

Cal Cities opposes any legislation that interferes with local utility rate-setting authority and opposes any legislation that restricts the ability of a city to transfer revenue from a utility (or other enterprise activity) to the city's general fund.

Cal Cities is neutral on legislation requiring municipal electric utilities to include a "renewable portfolio standard" (RPS) in their mix of sources of electricity, as long as the requirement is the same as that which applies to investor-owned utilities. Cal Cities opposes legislation that requires municipal electric utilities to meet an RPS that is stronger than that applied to investor-owned utilities.

The following principles will guide Cal Cities' position regarding exit fees to avoid cost shifting for newly formed municipal utilities or extensions of existing municipal utilities:

- A mechanism or venue other than the PUC should be used to determine and impose the exit fees in order to prevent PUC jurisdiction over municipal utilities. For example, exit fees might be best evaluated and incorporated by the courts as part of eminent domain and the condemnation proceeding used when a city wishes to take over the IOU's distribution system.
- Cal Cities does not object to fair exit fees to avoid cost-shifting for customers that were actually served by an investor-owned utility.
- Exit fees should consist of payments of a fair share of the DWR bond costs, a fair portion of the IOU under collections and a fair share of the remaining amount of the CTC (competition transition charge, left over from AB 1890).
- Exit fees should not be charged to newly annexed municipal utility territory that was never served by an IOU (so-called "greenfields").

- In addition, Cal Cities believes photovoltaic systems should be completely exempt from any type of exit fee.

Cal Cities supports efforts to reduce the number and frequency of utility-initiated power shutoffs, also called public safety power shutoffs, to maintain city electricity grid integrity and city operations.

Community Choice Aggregation

- **Local Energy Autonomy:** Cal Cities supports programs that increase local control over the purchase and development of renewable energy resources, as an effective means of increasing consumer access to renewable energy at stable, competitive rates, and decreasing statewide greenhouse gas emissions.

Cal Cities supports cities' exercise of the right to form or join existing Community Choice Aggregation (CCA) entities, as an effective method of increasing local control over power supply. Accordingly, Cal Cities supports legislation and regulatory policies that support CCA autonomy in policymaking and decision-making, and opposes legislation and regulatory policies that unfairly disadvantage CCAs or CCA customers, or reduce or undermine local decision-making autonomy by the CCA or its governing board.

Cal Cities supports continuing development of local renewable energy resources and supply, including the protection of local autonomy to administer energy efficiency and install and utilize integrated distributed energy resources.

- **Consumer Protection:** Cal Cities supports complete transparency of all energy procurement practices, stranded costs, and departing load charges. Cal Cities supports fair competition in statewide energy markets for CCAs and municipal or other publicly owned utilities. Cal Cities supports legislation and regulatory policies that protect CCA customers from improper cost allocation. Cal

Cities opposes legislation that conflicts with or diminishes CCA procurement autonomy.

- **Energy Efficiency:** Cal Cities supports effective leveraging of energy efficiency programs tailored to address local needs and concerns.

Microgrids

Cal Cities supports the use and deployment of microgrids, especially as a tool to aid energy resiliency and disaster preparedness.

Electric Industry Restructuring

Cal Cities supports the restructuring of the electricity services industry, provided it meets the following criteria:

- **Support the Concept.** Cal Cities of California Cities supports the concept of electric industry restructuring if it results in lower electricity rates that continue permanently into the future. Cal Cities does not support or oppose any specific form of restructuring and believes the program ultimately implemented must satisfactorily address the adopted criteria listed below. Any new industry restructure should be based on a thorough economic analysis of the full costs and potential benefits of the alternatives under consideration.
- **Equitable Benefits.** Any restructuring program should result in all ratepayers directly sharing in the benefits equitably.
- **Municipal Utilities.** Any restructuring program should maintain the concept of municipal utilities. No restructuring proposal should abridge the existing authority of municipal utilities to operate or abridge the ability of cities to form municipal utilities in the future.
- **Franchise Authority.** Cities should continue to have the authority to issue franchises and any program should be at least revenue neutral-relative to revenue currently received from franchises.

- **Aggregation.** Under any restructuring program agreed upon by the PUC or the Legislature, cities should have the opportunity to become aggregators for municipal operations or the community at large. As an aggregator, a city would be able to combine the electric loads of various users and negotiate the purchase of electricity for those users.
- **Stranded Investments.** The problem of stranded investments should be resolved in a way that keeps investors, ratepayers, and generators financially whole. Any policy to deal with stranded investments for large energy producers (i.e., nuclear power) should be applicable to all other producers (i.e., independent power producers).
- **Wheeling.** Any program should facilitate the wheeling of electricity between generators and users.
- **Alternative Sources.** Consistent with existing Cal Cities policy that supports the development of alternative energy sources, any restructuring program should incorporate support for alternative energy in order to enhance the mix of energy sources available in California, both for environmental and strategic energy security reasons.
- **Biomass.** The unique problems of the biomass industry, as they relate to California’s solid waste infrastructure, should be fairly resolved in any deregulation program.
- **Social and Environmental Impacts.** Consistent with existing Cal Cities policy, California should not abandon its energy programs that provide social and environmental benefits.

In addition to those policy guidelines, Cal Cities agrees that cities that are aggregators should be required to follow the same consumer protection standards as other aggregators, that participation in aggregation by an electricity user should be voluntary, and that cities should have

the opportunity to serve as aggregators for their municipal operations or for those residential or commercial customers who wish to participate in a city-sponsored aggregation program.

Finally, Cal Cities believes that any federal action in the area of electricity restructuring must not preempt legislation and actions in states that choose to restructure their utility industry if such federal action relates to state and local government home rule authority. This includes authority related to the regulation of rights-of-way, franchises, taxing utilities and services, or to aggregate.

In response to the energy crisis of 2001, Cal Cities adopted the following principles related to energy:

- **Land Use Control.** Local control over land use should be inviolate. Cal Cities will oppose legislation that restricts local land use control beyond that which is already in existing law.
- **Municipal Utilities.** The autonomy of municipal utilities should not be eroded. Cal Cities will oppose any legislation that harms municipal utilities.
- **Energy Prices and Rates.** Cal Cities is concerned about the impacts of escalating energy prices on the overall economic health of our state, including city budgets. Although at this time Cal Cities will not get involved in individual bills dealing with technical aspects of pricing, Cal Cities believes that any solution to address the short- and long-term energy price situation should meet several key criteria.
 - » Cal Cities believes energy prices should encourage conservation and reward those who reduce energy use (i.e., tiered rates).
 - » Cal Cities is concerned about the impacts of escalating energy prices on low-income residents and small businesses. Cal Cities supports energy pricing structures and other mechanisms to soften the impacts on this segment of our community.

- » In designing rates, the state should be aware of the operational constraints of some businesses and thus their potential inability to take advantage of conservation pricing. Thus, the state should provide other incentives to conserve to businesses that cannot take advantage of other options.
- **Conservation in City Facilities.** Support legislation that provides direct funding for conservation and demand reduction projects in city facilities.
 - » Work to obtain the greatest level of funding for local governments, and work with all authors and the Administration in crafting legislation that will be most effective and beneficial to local governments.
- **Siting Energy Facilities– Incentives to Local Governments.** Funding should be available to cities to streamline the siting process at the local level.
 - » Eligible projects to receive incentive payments would not only cover new electricity generating facilities, but also projects to expand existing generation facilities, to replace them with more efficient facilities, or to build renewable projects, including photovoltaics, fuel cells, or cogeneration.
 - » In order to stimulate the development of these facilities, it will be necessary to provide additional long-term community benefits that the local government can demonstrate to its citizens.
 - » Any city or county that approves siting of a privately developed generating facility should receive 100% of the property tax of that facility. To stimulate the development of projects such as cogeneration facilities, the standby charges for the facility should be waived.
- » The state should provide additional financial assistance to cities and counties for such projects, which could include the cost of transmission line extension.
- » Cal Cities will work to ensure that there are no negative impacts on municipal utilities from efforts to streamline energy facility siting.
- **Power Plant Siting – Other Issues.** Support legislation that increases the threshold at which a city is the lead permitting agency for an energy facility from 50 to 100 MW (or above). Oppose legislation that decreases this threshold.
 - » Take no position on proposals to streamline the facility approval process, except to suggest appropriate revisions to reflect technical comments from city experts on local government review and comment-related provisions.
 - » Explore exempting cities with municipal utilities completely from the Energy Commission review process for all power plants proposed within their jurisdiction, regardless of the size of the facility (i.e., the municipal utility city would have lead agency authority, regardless of the size of the facility).
- **Environmental Regulation of Power Plants.** Cal Cities should not get directly involved in legislative discussions and should not take a position on legislation to relax, suspend, or eliminate environmental regulation, with several exceptions.
 - » If environmental standards are relaxed, suspended, or eliminated, Cal Cities should seek legislation to ensure that cities do not bear the burden of meeting the shortfall in environmental protection. For example, suspended or reduced waste discharge requirements for a power plant may result in increased hot or salty cooling water discharged from a power plant into a bay

or stream. Publicly owned treatment works should not be required to meet a higher discharge level to offset the power plant discharge or fined as an indirect result of the increased water pollution that would result. Similar arguments can be made for air pollution burdens. There should be some sunset included for environmental waivers for re-powering of existing facilities and all new plants should be required to meet the BACT (best available control technology) standard.

- **Public Power Options.** Support all bills that enhance the public power options available to cities and counties.
 - » Condition support and/or sponsorship upon the correct language being written. Work with municipal utilities and others to ensure the provisions are drafted properly.
 - » Cal Cities should not support legislation that would give up the existing, limited authority of cities to regulate cable and telecommunications companies as a trade-off to make it easier to form a municipal electric utility.
- **Interruptible Rates.** Cal Cities should take no position on legislation dealing with changes to interruptible rates, but should watch the subject carefully.
 - » Cal Cities should comment on legislation, as appropriate, to express concern that resolution of the issue should seek equity in how it handles classes of ratepayers and communities. Legislation should take into consideration economic gains previously made by customers on interruptible rates and should provide assistance for those caught in extreme situations.

- **Rotating Outages – Exemptions.** Cal Cities should not get directly involved in bills dealing with which type of customers are exempt from rotating block outages and should not take a position on these bills. However, Cal Cities should work with police and fire chiefs to ensure that police and fire facilities are appropriately protected either legislatively or administratively, if proposals move ahead to expand the range of exempted facilities.
 - » Cal Cities should seek legislative or administrative resolution giving advance notification to those businesses, such as some agricultural businesses, that use hazardous materials that could pose a danger if the plant is not shut down properly.
 - » Cal Cities should seek grant or loan funding for essential services (i.e., police/fire, water/waste water) to purchase new or replace existing backup generators that are more energy-efficient and less polluting.
- **Wholesale Regional Price Caps – Federal Legislation.** Cal Cities should not take a position on federal legislation to give the Secretary of Energy authority to impose regional wholesale price caps on electricity. This is a mixed bag and Cal Cities should stay out of the issue.
- **Price Gouging by Electricity Suppliers.** Cal Cities should send a letter to the Governor and Attorney General supporting their ongoing efforts to determine whether wholesale market abuse occurred and asking that appropriate action be taken to remedy the problem if illegal activity occurred.

California Environmental Protection Act (CEQA)

Procedures and Notices

- **Fair Argument Test.** Cal Cities strongly opposes the elimination of the fair argument test as the threshold for determining whether to prepare an Environmental Impact Report (EIR). There are a number of other reforms that will reduce CEQA's complexity while preserving the fair argument test's role as a planning tool. These include funding for Master EIRs and eliminating attorneys fees for petitioners.
- **Master EIR Funding.** Cal Cities strongly supports the development of a funding source for Master EIRs. Both of the proposals contained in the Little Hoover Commission report would meet the needs of cities.
- **Exemption for Modified Project Renewals.** Cal Cities opposes exempting the renewal or reissuance of a permit, license, or other entitlement where there is a change in the project.
- **Centralized Responsible Agency Notification.** Cal Cities opposes shifting the responsibility to notify responsible agencies from the lead agency to the State Clearing House. Cal Cities opposes making identification of Responsible Agencies at the Notice of Preparation stage by other than the Lead Agency (e.g., the Office of Planning and Research) conclusive so that agencies not identified would be barred from later commenting on projects.
- **Responsible Agency Documentation.** Cal Cities supports requiring that Responsible Agency comments be supported by specific referenced documentation.
- **Substitution of Environmental Impact Statements.** Cal Cities opposes allowing an Environmental Impact Statement to be substituted for an Environmental Impact Report in any situation other than military base closures because the National Environmental Policy Act does not contain CEQA's duty to mitigate.
- **Duty to Respond to Comments.** Cal Cities opposes shielding lead agencies from responding to comments received more than 30 days after a Notice of Preparation (NOP) or received verbally.
- **Timelines for CEQA Contracts.** Cal Cities supports eliminating subdivision (b) of Public Resources Code Section 21151.5, which mandates the timeline for entering into CEQA contracts.
- **Arbitration of Disputes.** Cal Cities supports adding an arbitration option to the requirement that each county over 200,000 designate a "CEQA judge." Among the issues that will need further refinement are whether an alternative dispute resolution process should be a condition precedent to litigation, whether the alternative dispute resolution process would be binding on participants, and how to limit the alternative dispute resolution process to CEQA adequacy issues rather than community mitigation issues.
- **Good Faith Settlements.** Cal Cities supports discouraging lawsuits that have little merit by (1) eliminating the application of a multiplier analysis to the amount of attorneys fees awarded in a lawsuit that is subject to a settlement agreement; and (2) by precluding the adoption of measures or project conditions as part of a settlement agreement that do not mitigate a significant effect on the environment.
- **Recirculation Standards.** Cal Cities supports raising the threshold for recirculation of EIRs so that only new "significant unavoidable impacts" would necessitate recirculation.
- **Basis for Statements of Overriding Considerations.** Cal Cities supports clarifying that the basis for Statements of Overriding Considerations is information contained in the record.

- **Compliance with Local Public Notice Requirements.** Cal Cities supports legislation to require all projects proposed by state or local public agencies, including universities, community colleges, schools, counties, cities, and special districts, to comply with the identical local public notice requirements that would be applicable to projects sponsored by private developers in the jurisdiction where the project is located.
- **Tolling Agreements.** Cal Cities supports tolling agreements, but acknowledges and relies on existing published case law that already allows for the use of tolling agreements in CEQA cases.
- **Concurrent Preparation of Administrative Record.** Cal Cities opposes legislation that would require concurrent preparation of the administrative record and the electronic posting of administrative record unless (1) the full costs of concurrent preparation and electronic posting as determined by the lead agency are paid for by the applicant or other member of the public who requests these processes; and (2) a lead agency that is unable to comply with such a request, because of either lack of personnel or lack of technological capability is not required to provide these processes.
- **Court Remedies.** Cal Cities supports legislation that would clarify a court’s ability to fashion a remedy that is specific to the project and limited to only those aspects of the project held invalid under CEQA.

Definition of a Project

- **Effect on the Environment.** Cal Cities supports narrowing the definition of “project” to prevent CEQA lawsuits on non-environmental matters.
- **School Operations Exemption.** Cal Cities supports exempting any school closure or student transfers from CEQA.

- **Categorical Exemption for Nonindustrial Infill Projects.** Cal Cities supports expanding categorical exemptions to include development projects in urbanized areas that are consistent with general plans, zoning and cumulative impact projections analyzed in a Master EIR. Such projects should be limited infill and nonindustrial.

Cal Cities supports legislation that exempts public works projects, within the existing right-of-way, from CEQA if approved by the city in which the project takes place.

Significant Environmental Effect

- **Significance Thresholds.** Cal Cities opposes the creation of a new mandate requiring each city to develop boilerplate significance thresholds. Cal Cities also opposes a single statewide set of standards for determining significance at the local level. Instead, Cal Cities supports requiring that each EIR contain significance thresholds formally adopted by the lead agency for the project.
- **Safe Harbor.** Cal Cities supports the concept of “safe harbor”, which means that if a project complies with certain locally adopted standards, then a project could not be challenged in court based upon those impacts on the environment.
- **Aesthetics.** Cal Cities opposes any effort to limit a local agency’s ability to challenge the aesthetic impact of a project under CEQA.
- **Consideration of Socio-Economic Factors.** Cal Cities opposes adding social, economic, recreational or other factors to be considered when analyzing the significance of environmental impacts.
- **Indirect Effects.** Cal Cities opposes amending the definition of effects to eliminate the analysis of indirect and cumulative environmental effects.

- **Cumulative Effects.** Cal Cities supports the elimination of EIRs for projects with solely cumulatively significant impacts where the impact has been addressed by a comprehensive plan that identifies specific mitigation measures. Cal Cities opposes exempting projects that are subject to their own subsequent environmental review from consideration as a reasonably foreseeable future project when analyzing cumulative impacts.
- **Statement of Overriding Considerations.** Cal Cities supports transparency in CEQA decision-making but opposes a public comment period for the notice of draft Statement of Overriding Considerations.

Alternatives

- **Alternative Site Requirement.** Cal Cities supports eliminating the alternative site requirement for all private projects.
- **Level of Detail.** Cal Cities supports requiring that projects of statewide, regional or area-wide significance describe at least two feasible project alternatives with a level of detail equal to the proposed project.
- **No Project Alternative.** Cal Cities opposes the elimination of the “no project alternative.”
- **Environmental Impact Report (EIR).** Cal Cities opposes the elimination of the fair argument test as the threshold for determining whether to prepare an Environmental Impact Report (EIR). Cal Cities strongly supports the development of a funding source for Master EIRs. Cal Cities supports adding an arbitration option to the requirement that each county over 200,000 population designate a “CEQA judge.”

Streamlining

Cal Cities supports expanding the definition of “emergency” under CEQA to include projects that mitigate a high threat to life and property as a result of a catastrophic wildfire.

Coastal Issues

Cal Cities opposes legislation that would permit the state to impose conditions on Local Coastal Plans developed by cities and counties.

Cal Cities supports efforts to curb frivolous appeals to local coastal decisions.

Cal Cities supports prohibiting the expansion of offshore oil and natural gas production along the California coast.

Cal Cities supports the Federal Coastal Protection Act, which prohibits additional offshore development through the year 2002. This position was based, in part, on concern about the impacts to on-shore support facilities and services by offshore development activities.

Cal Cities opposes legislation that grants authority to the Coastal Commission that is inconsistent, duplicative and overlapping with the authority of other regulatory agencies, such as regional water quality control boards or other agencies, or that grants the Coastal Commission authority outside the coastal zone.

Cal Cities affirms its commitment to local control by requesting the Coastal Commission to defer to the elected officials of a city with respect to choices in the implementation of a Local Coastal Plan that complies with the requirements of state law and regulation.

Cal Cities supports additional resources and tools to help cities plan for and address sea level rise. This includes efforts to better coordinate with the California Coastal Commission and Ocean Protection Council to combat sea level rise.

Miscellaneous

- **Mitigation Monitoring Program.** Cal Cities supports efforts to ensure compliance with Mitigation Monitoring Programs but opposes any effort to require local agencies to report on compliance or add other procedures regarding

the implementation of Mitigation Monitoring Programs.

Cal Cities supports the right of cities to serve as lead agencies for the purposes of the Surface Mining and Reclamation Act (SMARA).

Consistent with the policy adopted by the National League of Cities, Cal Cities believes the appropriate venue for addressing the issue of “regulatory takings” is within the evolving judicial interpretations of the Fifth Amendment of the U.S. Constitution.

- Cal Cities opposes any federal or state regulation, statute, or constitutional amendment which would place restrictions on federal, state, and local government actions regulating private property or requiring additional compensation beyond the continually evolving judicial interpretation of the Fifth Amendment of the U.S. Constitution.
- Cal Cities will oppose any legislation that includes such a provision, regardless of what else is included in the legislation (i.e., legislation that designates a listing of an endangered species as a “regulatory taking”).

Cal Cities supports the ability of local governments to voluntarily develop and approve species habitat plans for their communities, in conjunction with willing property owners. Cal Cities opposes requiring local governments to amend their general plans to include species habitat plans

developed by others but not approved by the local government.

Cal Cities supports legislation that imposes “Sinclair”- type fees on products in order to fund the cost of prevention or mitigation of the pollution or environmental and health impacts of such products. Cal Cities opposes legislation that would restrict the imposition of such fees at the state or local levels.

Cal Cities supports partnering with the Legislature and the Governor to address the devastating environmental impacts of illegal marijuana grows on both private and public lands and the associated threats to public safety. Cal Cities supports the creation of responsive solutions with adequate funding support and effective State and federal government leadership to address this widespread problem.

Cal Cities supports the careful development of forest waste biomass utilization programs to align environmentally responsible forest management and climate adaptation efforts that do not create a net increase in emissions of greenhouse gases or toxic air contaminants.

Note: *Cal Cities will review new legislation to determine how it relates to existing Cal Cities policies and guiding principles. In addition, because this document is updated every two years to include policies and guiding principles adopted by Cal Cities during the previous two years, there may be new, evolving policies under consideration or adopted by Cal Cities that are not reflected in the current version of this document. However, all policies adopted by Cal Cities Board of Directors or Cal Cities General Assembly become Cal Cities policy and are binding on Cal Cities, regardless of when they are adopted and whether they appear in the current version of “Summary of Existing Policies and Guiding Principles.”*

LEAGUE OF CALIFORNIA CITIES
California Water Guidelines
 FEBRUARY 2010

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NOTE: *The League of California Cities most recently updated and revised the California Water Guidelines in 2010. The effort began in 2008 with the formation of the Water Task Force, which was comprised of members from Cal Cities 16 Regional Divisions and all interested city officials. After months of meetings and conference calls, the Water Task Force submitted the California Water Guidelines revisions to the Board of Directors. Upon formal adoption by the Board, the California Water Guidelines were incorporated in the Environmental Quality Policy Committee's scope of responsibility. For additional information, please see the California Water Guidelines introduction on the following page.*

Introduction

The **California Water Guidelines** were first adopted by the League of California Cities (Cal Cities) in 1988. Cal Cities and the County Supervisors Association of California (CSAC) developed the guidelines. Together, at the time, the two organizations represented 58 counties and 449 cities.

Much has changed in the realm of water policy in the more than 20 years that have passed since the Guidelines were first adopted. The number of counties has remained at 58, but California has gained an additional 31 cities and the population of the state has increased to more than 38 million people, creating increased demands on water supply. There is growing recognition that there are better ways of managing the flow of water within California's many watersheds and through the Delta, to prevent harmful environmental impacts while still ensuring a reliable supply of water to its citizens. Climate change is seen as having an increasingly important impact on water supply and water quality. Water shortages place renewed emphasis on the importance of water reclamation, water recycling, and other means of nurturing and protecting an essential resource.

In 2003, Cal Cities Board created Cal Cities Water Quality Task Force to identify and evaluate wastewater and stormwater regulatory issues of concern to cities and to recommend steps that Cal Cities should take to address those concerns. The Task Force drafted new Cal Cities policy on water quality and the Cal Cities Board of Directors adopted their report on July 18, 2003.

In 2008, Cal Cities formed a new Water Task Force to consider updates and revisions to the Water Guidelines Cal Cities drafted and adopted 20 years earlier. Cal Cities 16 Regional Divisions designated voting members; but membership on the Task Force was open to all interested city officials, and meetings were open to all interested parties.

The Task Force first met in Sacramento in April 2009 and organized three working groups (Water Use, Water Supply, and Water Discharges). Members of the working groups held numerous meetings by conference call over the next two months. Subsequent meetings of the full Task Force were held in June and September 2009 before the revised Guidelines were submitted to Cal Cities policy committees in January 2010, for review and approval. The Guidelines were formally approved by the Cal Cities Board of Directors in February 2010.

The California Water Guidelines are designed to be used by policymakers at all levels of government in developing future water policy for the state of California. Cal Cities encourages city, county, and state officials, as well as representatives from other organizations, to review the guidelines as water policies and programs are developed.

I. CALIFORNIA WATER: GENERAL PRINCIPLES

1. Water needs are projected to increase significantly in the future. While water is a renewable resource, it is also a finite one.
2. Cal Cities supports the development of additional groundwater and surface water storage, including proposed surface storage projects now under study if they are determined to be feasible, including, but not limited to, environmentally, economically, and geographically relating to point of origin. Appropriate funding sources could include, but are not limited to, user fees, bonds, and federal funding.
3. Local, state, and federal agencies should prepare plans for short-term water emergencies as well as long-term cooperative water management plans and policies, such as the Integrated Regional Water Management Plan (IRWMP) process.

4. All water development projects must be economically, environmentally, and scientifically sound.
5. Critical California water issues cannot be solved without the cooperation of the state and federal governments. Communication and cooperation among policy groups with emphasis on finding statewide consensus is supported.
6. Adequate water quality requirements for wastewater discharge into surface water and groundwater to safeguard public health and protect beneficial uses should be supported. Beneficial water quality is fundamental to the health and welfare of California and all of its citizens.
7. The long-term viability of rivers and streams for instream uses such as fishery habitat, recreation and aesthetics must be protected.
8. Cal Cities encourages all cities to work with counties, water agencies, and special districts to facilitate water conservation, recycling, and reuse efforts.
9. Cal Cities supports state water policy that allows undertaking aggressive water conservation and water use efficiency while preserving, and not diminishing, public and constitutional water rights.
10. Cal Cities supports land use as an important strategy for water supply and water quality benefits.

II. WATER CONSERVATION

1. **Statewide Goal.** Cal Cities supports the development of a statewide goal to reduce water use by 20% by 2020 through the implementation of fair and equitable measures consistent with these principles.
2. **Statewide Effort.** Accomplishing water conservation and water use efficiency goals will require statewide action by

all water users, including residential, commercial, industrial, and agricultural water users, local and regional planning agencies, state and federal agencies, chambers of commerce, and business, commercial and industrial professional and trade associations.

3. **Comprehensive Solutions.** Water conservation and water use efficiency must be part of a comprehensive solution that includes local resource development and infrastructure improvements, including storage and conveyance, as part of a statewide system that promotes economic and environmental sustainability.
4. **Monitoring, Reporting, and Accountability.** Cal Cities supports the implementation of programs to assure prudent measurement and monitoring of water use to provide accountability and transparency toward the accomplishment of water conservation and water use efficiency goals.
5. **Protect Water Rights.** Implementation of water conservation and water use efficiency programs must be consistent with existing state law in that the act of conservation cannot be allowed to undermine the water rights of the entities implementing the water conservation or water use efficiency program or interfere with existing water conservation or water use efficiency projects.
6. **One Size Does Not Fit All.** Water conservation and water use efficiency programs must have the flexibility to adjust to widely varying local circumstances recognizing that one size does not fit all. Cal Cities encourages each city to develop its own ordinance outlining its conservation plan.

7. Urban Water Conservation and Water

Use Efficiency. In urban areas, Cal Cities advocates for the implementation of residential and commercial retrofit programs, innovative pricing strategies, water-efficient landscaping, including the implementation of urban Best Management Practices (BMPs).

Cal Cities encourages cities to consider the Ahwahnee Water Principles for Resource-Efficient Land Use when making future land use decisions. (<http://www.lgc.org/about/ahwahnee/h2o-principles/>)

8. Agricultural Water Use Efficiency. In agricultural areas, Cal Cities advocates for incentive-based programs.

III. WATER RECYCLING

1. Wherever feasible, water recycling should be practiced in urban, industrial, and agricultural sectors. This includes increasing the use of recycled water over 2002 levels by at least one million acre-feet/year (afy) by 2020 and by at least two million afy by 2030.
2. Potable water should include as much use of reclaimed water and water conservation by 2030 as possible.
3. Increased recycling, reuse, and other refinements in water management practices should be included in all water supply programs.

IV. WATER QUALITY

1. General

a) Cal Cities supports the development of objectives and standards to assure high-quality water throughout California. Surface and groundwater should be protected from contamination.

- b)** Cal Cities supports efforts to provide safe and affordable drinking water across the state. However, Cal Cities opposes imposing a tax on water as a funding mechanism.
- c)** Cal Cities supports the development of economic protocols and guidelines to assist local governments and water boards in determining reasonably achievable, cost-effective, and environmentally sound regulations.
- d)** Cal Cities supports the ability of cities to enact discharge and water quality requirements or standards that are stricter than state or federal standards and opposes efforts to restrict such authority.
- e)** When addressing contamination in a water body, water boards should place priority emphasis on clean-up strategies targeting sources of pollution, rather than in-stream or end-of-pipe treatment.
- f)** Cal Cities encourages water boards to address cross-media pollution of water including, but not limited to, the problems of atmospheric deposition of water pollutants.
- g)** Cal Cities encourages all state offices, departments, and boards to comply with state policy for water quality control, including compliance with the Basin Plans.
- h)** Cal Cities encourages Federal and State Governments to ensure proper funding to the U.S-Mexico Border Water Infrastructure Program to address issues related to cross-border pollution.

2. Water Board Reforms

- a) Cal Cities generally supports the concept of water board reform.
- b) Any water board reforms should recognize the inherent differences between cities and regions in California.
- c) Water board reform should recognize the symbiotic relationship between regional water quality control boards and local governments.
- d) Cal Cities supports the retention of designated local government representatives on the regional boards and the inclusion of a designated local government representative on the State Water Board.
- e) Cal Cities supports streamlining the board process, including delegating permit authority to the executive officers, with rights of appeal, and giving greater authority to the State Water Board over regional board policies and decisions.

3. Basin Plan Updates

- a) Cal Cities supports the option of local agencies developing funding for basin plan updates.
- b) Cal Cities supports comprehensive updates to the basin plans that recognize the unique and varied nature of stormwater. Basin plans need to recognize the unique and varied nature of stormwater, both wet weather and dry weather runoff.
- c) Basin plan updates should comply with the Porter-Cologne requirements to recognize economic impacts, local drainage conditions, and scientific consensus, including source control and atmospheric deposition strategies.

4. National Pollutant Discharge Elimination System (NPDES) Permits

- a) Cal Cities supports reform of the State's Water Board's administration of the federal NPDES program.
- b) Cal Cities encourages the water boards to issue permits that are reasonably achievable, based on the unique conditions of a city or region.
- c) Cal Cities supports regulations and legislation that promotes watershed management, that appropriately spreads the responsibility for clean water beyond the requirements that apply to point-source dischargers, municipal storm drain systems and publicly-owned treatment works.
- d) Cal Cities generally opposes legislation that requires the use of numeric limits in waste discharge permits, especially in stormwater permits, because of the difficulties in meeting them, problems with exceeding them, and the cost and potential enforcement impacts.
- e) Cal Cities supports the development of a standard definition of "maximum extent practicable."

5. Total Maximum Daily Load (TMDL)

- a) Cal Cities supports the development of reasonably achievable, environmentally sound, and cost-effective TMDL's based on monitoring and sound science and addressing local water conditions.
- b) Although Cal Cities is supportive of local agency development of TMDL funding, greater emphasis needs to be given to state and federal funding of the TMDL program, including providing increased funding to local government for implementation.

- c) Cal Cities supports the implementation of TMDLs through alternatives to the NPDES permits, consistent with the Clean Water Act and policy, such as Memorandums of Agreement between local governments and the water boards.

6. Water Quality Recommended Legislation/Policies

- a) **Ex-Parte Communication.** Cal Cities supports public access to decision-makers, including during the time that new proposed permits and permit terms are being proposed. Cal Cities also supports access to pending permittees outside of the administrative process.
- b) **Maximum Extent Practicable (MEP).** Cal Cities supports legislation to define MEP.
- c) **Safe Harbor.** Cal Cities supports legislation that provides immunity from fines or third-party litigation for a local government that is in compliance with the maximum extent practicable iterative best management practices
- d) **Mandatory Minimum Penalty (MMP).** Cal Cities supports legislation to modify the MMP provision of the existing law to make them fair and equitable for local governments. This would include eliminating the provisions relied upon to compound penalties for single violations and providing economic hardship exemption for small cities (50,000 in population or less) where there have been no significant adverse impacts on the public or the environment from the alleged violation.

- e) **Economic Analysis.** Cal Cities supports legislation to develop economic protocols and guidelines to assist local government and the water boards in determining reasonably achievable, cost-effective, and environmentally sound regulations, as outlined in Porter-Cologne Sections 13000 and 13241.

- f) **Basin Plans.** Cal Cities supports legislation allowing local agencies to participate in funding basin plan updates.
- g) **Water Softeners.** Cal Cities supports the right for cities to enact ordinances that restrict the use of water softeners.
- h) **Local Discharge Prohibitions.** Cal Cities supports legislation that would enable cities to adopt ordinances that limit or regulate industrial discharges into local sewers and storm drains, based on limits in municipal discharge permits.

7. General Water Quality Guidelines

- a) Protection and maintenance of objectives and standards to assure high-quality water throughout California is essential. Beneficial uses of surface and groundwater should be protected from contamination, even when treatment methods are available to meet drinking water standards.
- b) Local, state, and federal governments and the private sector should provide for the safe management of hazardous materials, including mining leachates, to avoid pollution and degradation of both surface water and groundwater.
- c) Adequate research funding to determine appropriate public health standards for water should be supported.

- d) Additional research and education in the application and use of herbicides and pesticides and alternatives to their usage as well as research to reduce industrial and household hazardous wastes should be supported.
- e) The importance of water quality of bays, estuaries, groundwater, and other bodies of water important to municipalities, including the problem of saltwater intrusion, should be recognized.

V. AREAS OF ORIGIN

1. Ultimate reasonable and beneficial water needs of all areas of origin should be assured. State law should continue to provide that only water surplus to the reasonable and beneficial needs of the areas of origin may be exported. Cal Cities supports preserving the principle of protecting the water rights of areas of origin.
2. Areas of origin protections should apply to all water sources, including groundwater.
3. Reasonable and beneficial water needs of the areas of origin should include instream needs or uses, including recreation and sediment flushing.
4. Areas of origin should be afforded financial assistance, such as the Davis-Grunsky type bonds, in developing new water facilities.
5. Projects that export water from areas of origin should not increase the cost of new local water development projects.
6. Those features of new projects that are required by state and/or federal agencies to enhance area of origin recreation, fish, wildlife, and water quality should be the financial responsibility of the state and/or federal government.

7. New policies and programs should not undermine or alter the water rights of the entities implementing the policies or programs.

VI. WATER STORAGE

1. Cal Cities believes that California needs to develop additional water storage and therefore believes that the construction and retention of economically feasible and environmentally sound flood control, storage and multi-use projects that will meet present and future needs should be supported.
2. The development of additional surface facilities and the use of groundwater basins to store surface water that is surplus to that needed to maintain State Water Resource Control Board (SWRCB) Bay-Delta estuary water quality standards should be supported.
3. Cal Cities encourages project developers to mitigate the negative impacts of water storage projects on fishery and wildlife resources, adjacent lands, water quality, and recreation.

VII. CONVEYANCE SYSTEMS

1. Statewide

- a) Conveyance facilities including, but not limited to, the Sacramento River, whether man-made or natural, should be constructed and/or operated to minimize seepage and erosion problems and, where practicable, to restore or maintain river functions and to protect previously existing riparian habitats. They should be constructed to mitigate these problems and other adverse impacts on adjacent lands.
- b) The owner or purveyor of the water conveyance system should be responsible for correcting adverse

impacts, i.e., erosion, seepage, and sediment problems upon waterways, either anthropogenic or natural.

- c) Environmentally-sound methods of erosion-control should be encouraged along river banks to protect adjacent lands from flood or other erosive flows provided any adverse impacts on fish and wildlife habitats are mitigated.
- d) Local distribution systems should be interconnected with regional systems, where feasible, to assist in maximizing the use of local ground and surface waters during droughts and emergencies.
- e) Solving the water quality, levee stability, and fishery problems in the Sacramento-San Joaquin Delta is a primary step in developing any plan to meet the state's water needs.
- f) Cal Cities acknowledges that the use of the Sacramento River as a conveyance system presents problems of erosion and seepage which must be addressed in the operation of existing projects and the design of future projects.

2. Delta

- a) Conveyance of water across the Delta should be through existing channels wherever possible. Delta transfer system improvements should be constructed and operated so as to minimize or, if possible, eliminate reverse flows in the lower San Joaquin River.
- b) Construction of Delta transfer facilities should not proceed until the Department of Fish and Game and the Department of Water Resources have entered into an agreement to implement measures to offset the

State Water Project's impacts on the Delta fisheries and other ecological concerns in the Bay-Delta estuary, which are shown to be adversely affected by the proposed transfer facilities.

- c) Implementation of an integrated program of rehabilitation and maintenance of Delta levees involving federal, state, local, and user interests for the purposes of protecting the islands, waterways and other features including, but not limited to, highways, railways, water conduits, natural gas storage, etc., should be supported. Costs and responsibilities should be fairly allocated among beneficiaries of such a program.
- d) Until an integrated Delta levee program is initiated, the Delta levee maintenance program, (by former California Sen. Howard Way), California Water Code Sections 12980-12991, should be funded and implemented.
- e) Any Delta governance and/or water management structure should include local government representation from the Delta region.
- f) When assessing conveyance projects, Cal Cities encourages cities to consider the guidelines outlined in other areas of this document.
- g) Protection, as well as enhancement where practicable, of Delta water quality, while providing adequate future supplies for all segments of the state, should be required.
- h) Standards balancing the protection of all beneficial uses of Bay-Delta waters, including water flowing into or exported from the Delta, must be adopted by the SWRCB and enforced

to protect the environmental health of the Bay-Delta system. Pollution from point and non-point sources into the Bay and Delta shall be controlled as stringently as practicable.

- i) Programs and facilities to assure safe drinking water for importing regions dependent on the Delta should be supported.
- j) The SWRCB should assure continued monitoring for contaminants in the Delta.

VIII. FLOOD MANAGEMENT

1. Cal Cities believes that our citizens have a reasonable expectation that their federal, state, and local governments will work to protect them from flooding.
2. Cal Cities believes that flood protection and management is a statewide issue, involving flood infrastructure issues related to levees, urban/suburban/rural creeks, streams and rivers, and alluvial fans.
3. Cal Cities believes that it is important to recognize that levee failures in the Sacramento-San Joaquin River Delta have water quality, water supply, and economic impacts that may have statewide effects beyond the local or regional levee break situation.
4. Flood control issues require cooperative planning, evaluation, and solutions that utilize a regional and statewide perspective, such as the state IRWMP process.
5. In assessing problems and proposing solutions, it is important to consider the differences between infill development and new, greenfield development.
6. The public safety and health of California citizens and the economic health of California communities and our state depend upon good flood protection. This includes the potentially devastating impacts of floods on homes and businesses.
7. Cal Cities supports efforts to improve communication, cooperation, and better-coordinated planning between different government agencies involved in flood management. Cal Cities believes that there must be a genuine partnership between state and local agencies in addressing flood control issues.
8. Cal Cities believes cities must ask the right questions and have the means to obtain accurate information prior to approving development in floodplains. This involves educating elected officials and staff about whether their city is located in a floodplain, the local flood control infrastructure, the agencies that are responsible for providing flood protection, the status of levees and other structures that provide flood protection, emergency response, and evacuation protocols, and how their city would be impacted by flooding.
9. Cal Cities believes that city officials should understand that a 100-year flood zone does not mean a low, once-in-100-years risk of flooding. The designation actually means that there is a 1% chance of flooding in any given year. This translates to a 26% chance of flooding over the life of a typical 30-year mortgage.
10. Cal Cities supports a 200-year flood standard for cities in the Sacramento-San Joaquin and Central Valleys.
11. Cal Cities generally endorses the recommendations of the state's Flood Control Task Force, especially those recommendations involved in updating

the CEQA Checklist and General Plan Guidelines and building codes.

12. The state, Army Corps of Engineers (ACOE), and Federal Emergency Management Agency (FEMA) should work collaboratively with state and local governments regarding flood issues.

IX. GROUNDWATER

1. The SWRCB, through the regulatory process of its regional boards, should ensure the highest possible quality and safety of groundwater by preventing contamination from point and non-point sources, especially for usable water.
2. Local drilling, sealing and abandonment ordinances for water supply and monitoring wells for the protection of groundwater and public health should be supported.
3. The principle that local entities within groundwater basins (i.e., cities, counties, special districts, and the regional water quality control boards) working cooperatively should be responsible for and involved in developing and implementing basin-wide groundwater, basin management plans should be supported. The plans should include, but not be limited to: a) protecting groundwater quality; b) identifying means to correct groundwater overdraft; c) implementing better irrigation techniques; d) increasing water reclamation and reuse; and e) refining water conservation and other management practices.
4. An active state and federal role in cleaning up contaminated groundwater basins should be supported.
5. State and federal involvement, if requested, in developing groundwater

management plans should include technical assistance for defining the characteristics of groundwater resources.

6. Financial assistance from state and federal governments should be made available to requesting local agencies to develop and implement their groundwater management plans.
7. Planned, joint use of surface and groundwater and the development of incentives for such conjunctive use for increased efficiency should be encouraged.
8. Early development of a cost-sharing formula among all beneficiaries to fund groundwater replenishment projects should be supported.
9. The importation of additional supplemental water, consistent with Section VI Conveyance Systems, as one means of eliminating groundwater overdraft in the critically overdrafted basins should be supported.

X. FISH AND WILDLIFE

1. Protection, maintenance, and restoration of fish and wildlife habitats, resources, and their beneficial uses, including recreational and commercial uses, should be supported. Where feasible, enhancement of fish and wildlife habitats should be provided.
2. Water projects shall mitigate adverse impacts on fish and wildlife resources. Mitigation measures shall be on-site, if feasible; otherwise, as close as practicable to the area of adverse impact. Where practicable, such projects should incorporate programs designed to eliminate unnecessary barriers or impediments to fish migration, stabilize areas of streambank erosion, increase

spawning and rearing habitat for fish, and maintain riparian vegetation for cover and temperature control.

3. Protection and restoration of documented fish habitats should be supported.

XI. DRAINAGE

1. Agricultural Drainage

a) Finding long-term, economically feasible, and environmentally sustainable solutions to agricultural drainage problems is essential and in the public interest. Solutions must be safe and environmentally acceptable in order to protect:

- » Viability of agricultural lands;
- » Rivers, estuaries, and groundwater from potential degradation from agricultural drainage; and
- » Water quality for public consumption. Drainage of agricultural lands must be part of current and future agricultural water project planning and implementation.

b) Both state and federal funding should be provided to investigate: a) further improvement in irrigation and drainage management practices and conservation; b) evaporation ponds; c) deep-well injection; and d) desalination and other treatment technologies.

An equitable cost-sharing formula for implementing solutions to existing and future drainage problems shall include state and federal governments and irrigation project beneficiaries.

3. Other (Run-Off)

a) Finding safe and environmentally acceptable solutions to problems caused by run-off from non-point

sources is essential and in the public interest.

b) Similarly, finding safe and environmentally acceptable solutions to other drainage and run-off problems, such as those caused by mining, dairying, and forest practices, is essential and in the public interest.

c) Equitable cost-sharing among appropriate public and private bodies for implementing solutions to urban and other run-off problems should occur.

XII. RECREATION

1. Water development projects should minimize adverse impacts to existing recreational uses and provide new recreational opportunities where feasible.
2. The state and federal governments and the recreational users should bear the recreational development costs of water projects.
3. Operation and maintenance costs of recreational facilities developed in conjunction with water projects should be provided from on-site user fees and other applicable sources. Other costs incurred as a result of these recreational activities, such as law enforcement and emergency rescue, should receive appropriate assistance from state and federal sources.

XIII. NEW TECHNOLOGY

Development of new technology in water use, reuse, desalination, detoxification, and so forth is encouraged. This should be primarily funded by the federal and state governments. Public-private partnerships in this research also should be encouraged. A high priority should be given to the protection of public health. New technology should be evaluated based on sound science.

XIV. FINANCIAL CONSIDERATIONS

1. It is recognized that:
 - a) The development and operation of water supply, water conveyance, flood control and stormwater management, water storage, and wastewater treatment facilities is frequently beyond the capability of local areas to finance;
 - b) Since most facilities have widespread benefits, it has become traditional for federal, state, and local governments to share their costs; and
 - c) It is necessary that such sharing be continued and that different institutional arrangements including cost-sharing formulas among all beneficiaries, public-private partnerships, and user fees should be explored.
 - d) The requiring agency (whether it be state, federal, or otherwise) should pay for the features of projects or programs that are required by that agency.
 - e) Cal Cities supports legislation to provide funding for stormwater, water, and wastewater programs, including a constitutional amendment or legislation which would place stormwater fees in the category of water and wastewater fees for the purposes of Proposition 218 compliance.
 - f) Any agency that regulates water with regard to local governments needs to be involved in the appropriate city with regard to how the city will pay for the new regulatory burden imposed by the agency.

Appendix A

State Water Resources Control Board Water Quality Improvement Initiative (2008)

1. Water Quality Improvement Initiative Item #1 (WQI 1): Cal Cities supports applying the 10% rule “One Per Region Basis”
2. WQI 2: Cal Cities supports staggering the regional water board terms
3. WQI 3: Cal Cities has no recommendation on reducing the size of the regional water board from nine members to seven, with the exception that at least one person on the regional board should have local government experience.
4. WQI 4: Cal Cities supports delegating permitting authority to the regional water board executive officer and that the executive officer should take his or her direction from the State Water Resources Control Board (SWRCB).
5. WQI 5: Cal Cities is opposed to regional water board’s having full-time chairs.
6. WQI 6: Cal Cities is opposed to the creation of a statewide council of full-time regional water board chairs. (Note: Water Discharge Subcommittee members believe that it may be helpful to combine a number of regional boards into larger regional boards to address areas that are similar (e.g., Los Angeles and Orange County). A large regional board could bring more consistency to basin plan management. Any inconsistencies between the regional boards should be addressed by the state Board.)
7. WQI 7: Cal Cities supports the implementation of biennial priority setting based on the Strategic Plan, with six-month updates by the regional water boards.

8. WQI 8: Cal Cities is opposed to allowing the SWRCB to make the TMDL environmental process subject to NEPA instead of CEQA.
9. WQI 9: Cal Cities supports requiring a TMDL to be affirmatively approved by the State Water Board or upon petition.
10. WQI 10: Cal Cities supports requiring the regional water board to consider costs of TMDL compliance.
11. WQI 11: Cal Cities supports authorizing the SWRCB to make changes to TMDLs, rather than remanding these decisions back to the regional water boards (Note: Subcommittee members believe that this policy should be tied into WQI#9).
12. WQI 12: Cal Cities has no position on confirmation of regional water board conflict of interest rules with the Political Reform Act – (Note: the Subcommittee asked for a legal opinion. The question is: “What are the current conflict of interest rules pursuant to AB 1234?” Staff and members believe that this provision is similar to what already exists for other state boards [example: Waste Board].)
13. WQI 13: Cal Cities has no position on the establishment of civil penalties for fraudulent information with regard to reporting by permittees.
14. WQI 14: Cal Cities is generally opposed to any removal of notice and hearing requirements prior to the SWRCB referring a case to the State Attorney General for additional action.
15. WQI 15: Cal Cities has no recommendation on the additional authorization of district and city attorneys to pursue civil violations (for cities over 750,000 in population).
16. WQI 16: Cal Cities believes the state should limit the number of mandatory minimum penalties (MMP) to one violation, and the population limit to qualify under the MMP law as a small, disadvantaged community for a single missing report should move from 10,000 to 50,000 (in accordance with federal law).
17. WQI 17: Cal Cities has no recommendation on early payment of MMP violations.
18. WQI 18: Cal Cities supports the enhanced ability of the Regional Water Boards to administratively enforce state Underground Storage Tank (UST) Requirements.
19. WQI 19: Cal Cities supports enhanced oversight of UST testers.
20. WQI 20: Cal Cities supports moving the SWRCB Enforcement Report deadline to July 1.
21. WQI 21: Cal Cities supports the SWRCB developing and implementing performance measures
22. WQI 22: Cal Cities supports improved data management systems for the SWRCB.
23. WQI 23: Cal Cities generally has no recommendation on the standardization of NPDES permits and believes that this issue should be worked out with the individual regional water boards.
24. WQI 24: Cal Cities generally has no recommendation regarding the update of SWRCB Strategic Plan.
25. WQI 25: Cal Cities supports SWRCB conducted training of regional water boards, provided the SWRCB both conducts the training and sets consistent standards statewide.

Appendix B

GLOSSARY

- **Affordable:** A word used increasingly to express concern whether recipients of water will be able to meet the cost. Whether people view water as affordable will depend on many factors.
- **Agricultural Drainage:** Usually refers to installed drains to permit removal of water which accumulates within a plant root zone. May be essential to maintain a favorable salt balance for plant growth. May contain selenium, salinity, pesticides, herbicides, etc.
- **Area and County of Origin Protections:** Refers to legislative provisions for protecting water rights of these areas.
- **Area of Origin Law:** Applies to a watershed or area wherein water originates, or an area immediately adjacent thereto which can be conveniently supplied with water therefrom. Because this law was enacted as part of the Central Valley Project Act, it applies to the Sacramento River watershed. The Burns-Porter Act subsequently defined the Sacramento-San Joaquin Delta to be part of the watershed of the Sacramento River. Gives area of origin preferential rights regarding operation of federal Central Valley Project and to contract for State Water Project water and to certain rights to construct projects or make diversions, provided use is reasonable and beneficial. (California Water Code Sections 11128, 11460-11463).
- **County of Origin Law:** Prohibits State Water Resources Control Board from the assignment of rights which will deprive a county in which the water originates of such water necessary for the development of the county. (California Water Code Section 10505).
- **Delta Protection Act:** Establishes that an adequate supply of water in the Delta is necessary to the peace, health, safety, and welfare of the people of the state, except that delivery of such water is subject to County of Origin and Area of Origin laws. (California Water Code Sections 12200-12220).
- **California Wild and Scenic Rivers Act and Federal Wild and Scenic Rivers Act:** Establish certain rivers or sections of rivers to be preserved in their free-flowing condition. The California law (California Public Resources Code Sections 5093.50-5093.65) allows domestic water diversion for residents of counties through which the river flows, provided there is no adverse effect upon the free-flowing character of the river. California law finds that the free-flowing state of such rivers is a reasonable and beneficial use within the meaning of the state constitution.
- **Atmospheric Deposition:** The transfer of pollutants suspended in the air to the earth's surface. Pollutants move directly from the atmosphere into water bodies through precipitation, falling particles, or the absorption of gases into water. They also may be deposited over land and transported to water bodies via runoff. Atmospheric deposition is believed to be a significant source of various pollutants to many water bodies.
- **Basin Plan:** The Regional Water Quality Control Plan adopted by a regional water quality control board for that board's area of responsibility in California. (See Cal. Water Code Section 13240). The basin plan establishes water quality standards, uses, and other criteria for surface and ground waters.
- **Best Management Practices (BMPs):** Methods, measures, or practices designed and selected to reduce or eliminate the discharge of pollutants to surface waters from point and nonpoint source discharges, including urban runoff. BMPs include structural and

nonstructural controls, and operation and maintenance procedures, which can be applied before, during, and/or after pollution-producing activities.

- **California Toxics Rule (CTR):** A federal rule adopted by the U.S. EPA on May 19, 2000, which established numeric criteria for various priority pollutants for California. The rule can be found at 65 Federal Register 31682-31719, and was codified in the Code of Federal Regulations at 40 CFR 131.38.
- **Characteristics of Groundwater Resource:** Include quality, quantity, rate of renewal, and yield.
- **Clean Water Act (CWA):** A comprehensive water quality statute (33 USC 1241 et seq.). The CWA was first adopted by Congress in 1972 and later amended in 1987 to apply to stormwater/urban runoff. The CWA was designed to restore and maintain the chemical, physical, and biological integrity of the nation's waters to support "the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water."
- **Coliform:** A group of related bacteria that are generally benign to humans. They are natural and common inhabitants of the soil and ambient waters (e.g., lakes, rivers, and estuaries), as well as the gastrointestinal tracts of animals.
- **Compensation:** Full replacement for unavoidable fish and wildlife resource losses in terms of habitat area and long-term renewability of the quality and quantity of such resources. In the interest of clarification, compensation does not mean monetary payment as a substitute for replacement of resources losses.'
- **Conjunctive Use of Surface and Groundwater:** Planned joint use of surface and groundwater. This usually involves maximizing the use of surface water in wet years (with minimum groundwater pumping) and using any surplus surface water to recharge groundwater, and in dry years augmenting surface supplies by drawing on the stored groundwater.
- **Conservation:** Fish and wildlife resource loss prevention, mitigation, and compensation.
- **Conservation (of Water):** Means efficient use of water. Also means reducing water losses or eliminating waste; storing water for water use; preserving water quality.
- **Contamination:** An impairment of the quality of the waters of the state by waste to a degree that creates a hazard to the public health through poisoning or through the spread of disease. (California Water Code Section 13050) (See "Pollution").
- **Contamination Sources:**
 - » **Point Discharge:** Source is identifiable, as from a pipe or drain ditch.
 - » **Non-Point Discharge:** Sources are more diffuse and not easily identified with well-defined outlets; includes runoff from agricultural or forested land, general urban runoff, except where collected in identifiable drains.
 - » **Cross-Media Pollution:** The contribution or "flux" of pollution from one environmental medium to another. (For instance, the transfer of pollutants from the atmosphere to water.)
- **Davis-Grunskv Bond:** This legislation established a bond fund to facilitate the financing of projects in counties with limited financial resources.
- **Demand/Need:** "Demand" usually refers to a statement of water requirements that may be projected on the basis of past water use practices. In contrast, "need" is intended to refer to water that is truly needed to satisfy a purpose if water is efficiently utilized.

- **Delta:** Refers to the Sacramento-San Joaquin Delta. 700,000 acres of islands, waterways, levees, and lands into which the natural runoff flows from the Sacramento, San Joaquin, Mokelumne, and Consumnes river systems before either being exported or entering the San Francisco Bay and then, the Pacific Ocean.
- **Desalination:** A process designed to treat brackish or seawater to make it useful for potable or non-potable use.
- **Enhancement:** Development or improvement of fish and wildlife resource values of the area affected by a project beyond that which would occur without the project.
- **Enterococcus:** A non-coliform bacteria group used as an indicator of the presence of fecal material in drinking and recreational waters. USEPA believes that enterococci have a better correlation with swimming-associated gastrointestinal illness in both marine and freshwaters than coliform organisms, and “die off” more slowly in saltwater.
- **Environmentally Safe:** Not a precise technical term but used to mean actions that have little or no adverse impact.
- **Economically Sound/Feasible:** Not a precise technical term, but one that refers to a balance of costs and benefits. Formerly emphasis was placed on calculating benefit-cost ratios. Uncertainties and possible abuses in such calculations have raised questions concerning the usefulness of such calculations. Problems include what types of benefits to involve, as well as what costs to involve. Many, including environmentally-related benefits and costs, cannot be adequately quantified.
- **Fish and Wildlife Issues:** See Compensation, Conservation, Enhancement, Fish and Wildlife resources, Instream uses, Loss prevention measures, Mitigation, Preservation, Protection, and Restoration.
- **Fish and Wildlife Resources:** Birds, mammals, fishes, amphibians, reptiles, invertebrate animals, endangered, threatened or rare native plants, their habitat area, and all types of aquatic and land vegetation and other factors of the environment upon which resources are dependent. (See Fish and Game Code Section 45 for the definition of fish).
- **Flood Irrigation:** Used to describe what is more appropriately called basin and border irrigation in which land prepared as basins or land bordered by small levees is irrigated with relatively large streams of water.
- **Groundwater Management:** The process of controlling the extraction of groundwater and/or planned recharge to manage the supply and/or quantity of groundwater. Objectives of groundwater management may include minimizing (or preventing) adverse effects such as groundwater overdraft or quality degradation. (Also see conjunctive use and water management practices).
- **Groundwater Overdraft:** Where, over a period of time, groundwater extraction exceeds natural or artificial recharge.
- **Indicator Bacteria:** Bacteria that are used to assess the microbiological quality of water because, although not typically disease-causing themselves, they may indicate the presence of several waterborne disease-causing organisms. The concentration of indicator bacteria is used as a measure of water safety for body contact and for consumption of water.
- **In-stream Uses:** Include fish, wildlife, recreation, aesthetics, hydropower production, dilution of contamination, waste discharge, and sediment transport.
- **Local Entities:** Includes cities, counties, water districts, joint powers, etc.
- **Loss Prevention Measures:** Designing and implementing measures to avoid immediate

and long-term impacts to fish and wildlife resources.’

- **Maximum Extent Practicable (MEP):** The vaguely defined standard set forth in the CWA to be included in Municipal NPDES Permits to be complied with by municipal dischargers in order to reduce the discharge of pollutants from their municipal separate storm sewer systems. CWA Section 1342 (p)(3)(B)(iii) requires that permits for discharges from municipal storm sewers “shall require controls to reduce the discharge of pollutants to the maximum extent practicable, including management practices, control techniques and systems, design and engineering methods, and such other provisions as the Administrator or the State determines appropriate for the control of such pollutants.”
- **Mitigation:** Measures to lessen or reduce adverse effects on fish and wildlife resources through the use of structural and non-structural loss prevention measures in project design and operations. (See CEQA Guidelines Section 15370) NEPA regulations have a functionally similar definition. NEPA definition includes restoration as a mitigation measure, however.
- **National Pollutant Discharge Elimination System (NPDES):** The program for issuing, modifying, revoking, and reissuing, terminating, monitoring, and enforcing wastewater and stormwater discharge permits, and imposing and enforcing pretreatment requirements under CWA.
- **Non-Point Source Discharge:** Pollution caused by rainfall or snowmelt moving over and through the ground. As the water moves, it picks up and conveys natural and human-made pollutants, depositing them into water bodies and groundwater. Atmospheric deposition and hydromodification are also nonpoint sources of pollution.
- **Numeric Limits:** Numeric or numerically expressed narrative restrictions on the quantity, discharge rate, concentration, or toxicity units of a pollutant or pollutants that may be discharged from an NPDES permitted location or outfall.
- **Pathogens:** Disease-causing bacteria, viruses, and protozoans that are transmitted to people when they consume contaminated water.
- **Pollution:** An alteration of the quality of the waters of the state by waste to a degree which unreasonably affects: (1) such waters for beneficial uses, or (2) facilities that serve such beneficial uses. Pollution may include contamination. (California Water Code Section 13050: Please see “Contamination”).
- **Porter-Cologne Water Quality Control Act (Porter-Cologne):** The California equivalent of the federal Clean Water Act. This legislation established that the State Water Resources Control Board (State Water Board) has the ultimate authority over state water rights, water quality policy, and the nine regional water quality control boards (regional water boards) which oversee water quality on a day-to-day basis in their geographic regions.
- **Preservation:** Maintenance and protection of fish and wildlife resources at levels that existed prior to the commencement of a (the current) project. Preservation is achieved through mitigation for avoidable resource losses and/or compensation for unavoidable resource losses and/or compensation for unavoidable resource losses. The term “preservation” is synonymous with “conservation” as used in the U.S. Fish and Wildlife Coordination Act. Preservation does not assume that restoration will occur, but it could.
- **Project Beneficiaries:** Those who gain value in some fashion from any of the following: water supply, flood control, power generation, recreation, salinity repulsion, wildlife.

- **Protection:** Department of Fish and Game appears to use this term when referring to legal enforcement by wardens. (See Preservation and Conservation).
- **Real Water Savings:** Simply means there is an “actual” savings of water that could be put to other use.
- **Reasonable and Beneficial:** Depends on the facts and circumstances of each case. What is a beneficial use at one time may, because of changed conditions, become a waste of water at a later time. (Tulare Irrigation District v. Lindsay-Strathmore Irrigation District). The courts have determined the law requires an evaluation of the ascertainable facts in view of the increasing need for water conservation within California.
- **Beneficial uses include:** storing water underground if thereafter to be applied to beneficial purposes; use of water for recreation and preservation and enhancement of fish and wildlife resources.
- **Reclaimed Water:** Wastewater that has been cleaned so that it can be used for most purposes except drinking.
- **Recycled Water:** Municipal and/or industrial wastewater that has been treated to a sufficiently high level that it can be reused usually for non-potable purposes such as irrigating landscape and refilling aquifers.
- **Restoration:** Means to return to “original” conditions. (Selection or “original” or base condition is often source of debate.)
- **Reverse Flows:** Where the direction of flow in a channel is reversed, as in the case of channels in South Delta which normally drain towards San Francisco Bay, but where pumping for export may cause flow reversal, drawing more saline water further into the Delta.
- **Sediment Transport:** Sediment of various particle sizes may be carried by moving water.

The size of particles transported by water increases as velocity rises.
- **Stormwater:** Water that accumulates on land as a result of storms and can include runoff from urban areas such as roads and roofs.
- **Surplus Water:** When used as a technical term in water contracts, this is the water that is available after entitlement water has been delivered. The amount of surplus water varies from year to year, generally according to amount of runoff. Surplus water ordinarily is less expensive to the user than entitlement water. Reference is also made to water which is surplus to reasonable and beneficial uses of area of origin and Bay/Delta.
- **System Expansion:** Extension of existing infrastructure exclusively to serve new customers in presently unserved areas and/or increase in water supply exclusively for the same purpose.
- **Total Maximum Daily Load (TMDL):** A calculation of the maximum amount of a pollutant that an impaired water body can receive and still meet applicable water quality standards. A TMDL is to include allocations for the maximum load a particular source of a pollutant may discharge to the subject water body. TMDLs are required pursuant to Section 1313(d) of the CWA for water bodies that have first been listed as being impaired for the particular pollutant or pollutants at issue.
- **Triennial Review:** A review of water quality standards in basin plans that is required at least once every three years by Section 1313(c) (1) of the CWA and periodically under Section 13240 of the Porter-Cologne Water Quality Control Act.
- **Ultimate:** Imprecise meaning. Depends on time frame.
- **Usable Groundwater:** Refers to groundwater that can be pumped within the cost and

technical constraints appropriate to the situation.

- **Water Banking:** Not a precise term. Generally refers to storing presently surplus water in groundwater basins or in surface storage facilities.
- **Water Management Practices:** Relate to the varied objectives of irrigation, municipal and industrial use. These objectives may not be compatible. In general, management practices are developed to maximize economic returns and/or to minimize (or prevent) adverse environmental impacts including water quality degradation. Conservation of supply, reuse, treatment for use and waste disposal, and the planned conjunction use of surface and groundwater are all aspects of water management. (Also see Conjunctive use and Groundwater management).
- **Water Quality Standards and Objectives:** The regional water quality boards set “objectives” in their basin planning process which are equivalent to what EPA calls “standards.” The “standards” include numerical narrative criteria and plans to implement these criteria.
- **Water Reclamation:** Usually refers to removing contaminants in water so that the water can be discharged into a receiving water without creating problems for fish, wildlife, and other aspects of environment. Also, refers to water which has been treated to remove contaminants as required to permit its reuse, particularly for irrigation of landscaped or agricultural areas.
- **Way Bill (Program):** Delta Levee Maintenance Program. Declares the Sacramento-San Joaquin Delta, characterized by islands and meandering waterways, as a unique resource of major statewide significance. Reasons are stated. Declares the system of levees is the

key to preserving the physical characteristics of the Delta. Finds there is an urgent need for a higher degree of levee maintenance and rehabilitation throughout the Delta and ‘that the state has an interest in providing technical and financial assistance. Establishes that local agencies maintaining non-project (private) levees shall be eligible for reimbursement from the General Fund. Reimbursement shall be at 50% of cost. (California Water Code Sections 12980-12991).

- **303(d) List of Impaired Waterbodies:** The State is required to prepare a list of water bodies that are polluted, under Section 303(d) of the CWA. Inclusion of a water body on the 303(d) list generally leads to the development of a total maximum daily load (TMDL) for the water body.

Prepared by Robert M. Hagan, *Extension Water Specialist*, Marcia Kreith, *Program Representative*, University of California Cooperative Extension, July 1987 and Ken Farfsing, *City Manager*, City of Signal Hill, October 2009.

Governance, Transparency, and Labor Relations

SCOPE OF RESPONSIBILITY

The Committee on Governance, Transparency and Labor Relations (GTLR) reviews state legislation as it relates to transparency, technology (open data), healthcare, elections, and political reform. Additionally, the committee oversees pension and workers compensation reform as well as other labor (employer/employee) related issues.



Summary of Existing Policy and Guiding Principles

Labor Relations

Cal Cities supports legislation that specifically exempts local public agencies from the requirement to negotiate with any labor or special interest group about matters submitted to the voters of that jurisdiction as initiatives or Charter amendments.

Cal Cities supports efforts to promote, initiate and improve both public and private sector labor-management relations.

Cal Cities opposes any system of compulsory and binding interest arbitration, including state mandates and the imposition of binding arbitration through the initiative process. No arbitrator board or other private person should have any control, direct or indirect, over local budgets, revenues, or appropriations.

Cal Cities opposes any legislative action that requires the continuation of the terms of any Memorandum of Understanding (MOU) between a public agency and an employee organization until a successor MOU is agreed upon.

Cal Cities opposes any extension of the State Public Employment Relations Board jurisdiction over local public agency labor relations disputes and charges of unfair labor practices, and also opposes any interference or intervention in local collective bargaining by all labor-management relations councils or boards.

Cal Cities opposes state-mandated legislation related to employer/employee relations that are not mutually agreed upon by the local public agency and its employee organizations, except as provided by local law.

Public Sector Pensions, Compensation and Other Post-Employment Benefits (OPEBs)

Pension Sustainability Principles

Public compensation systems programs should be sustainable, fair to taxpayers and employees, and provide long-term financial stability.

Cal Cities believes that solutions towards realizing pension system sustainability should be the result of inclusive stakeholder collaboration at both the local and state level (retirees, employees, employers, CalPERS).

Cal Cities supports legal or legislative remedies that facilitate options to restore sustainability to CalPERS benefit plans. As appropriate to each city, such actions could include one or more of the following:

- A single benefit level for every employee.
- Converting all currently deemed “Classic” employees to the same provisions (benefits and employee contributions) currently in place for “PEPRA” employees for all future years of service.
- Temporary modifications to retiree Cost of Living Adjustments (COLA) that are automatically added to a retiree’s pension benefit payment regardless of compensation level or CPI.

Cal Cities supports expanded flexibility for cities regarding their contract agreements with CalPERS, which could include additional mechanisms for exiting CalPERS and renegotiating UAL amortization terms.

Cal Cities supports a change in state law or judicial precedent to allow employers to negotiate plan changes with classic CalPERS members.

Cal Cities supports legislative solutions to address increasing costs associated with Industrial Disability Retirement (IDR).

General Pension Principles

Cal Cities supports balanced measures that ensure sustainable retirement and health care benefits are offered to public agency employees while at the same time ensuring that public agencies have solid retirement benefits to attract and retain highly talented employees. Cal Cities supports locally negotiated retirement programs that are fiscally responsible, transparent, sustainable, affordable, and equitable for employees and for taxpayers in the long-term.

Cal Cities supports reasonable measures to ensure that retirement benefits are properly funded allowing flexibility to local agencies to

negotiate equitable cost-sharing with employees and smoothing the employers’ costs during challenging economic times. Cal Cities supports the long-term sustainability of retiree health benefits by including their costs in employer/employee costs sharing formulas.

Cal Cities recognizes and supports the value of a dependable, sustainable, employer-provided defined benefit plan for career employees; supplemented with other employee-only funded retirement options including personal savings such as a 457 Plan. Cal Cities supports further exploration of defined contribution options as part of future pension reform discussions.

Cal Cities supports pension portability across all public agencies to sustain a competent cadre of California public servants.

Cal Cities supports calculating benefits only on core components; special pays such as temporary upgrade of out of class pay should be eliminated from final compensation calculations.

Cal Cities supports meeting any retirement needs for part-time employees with alternatives to a defined benefit plan.

Cal Cities supports employee benefits (including, but not limited to, retirement and disability) and desires to ensure that income derived from such sources are non-duplicative.

Cal Cities opposes preemption of charter city authority over public pension systems.

Cal Cities supports reducing public retirement benefit fraud and increasing transparency of other post-employment benefits.

Cal Cities supports full participation in the PERS Coalition (PERS/PAC) and its purpose of monitoring legislation, policies, and action necessary to maintain or further the interests of contracting agencies.

Cal Cities believes that cities with retirement programs must retain the ability to opt out of Social Security.

Cal Cities believes that the employee benefit structure within local government should be developed locally through the local government collective bargaining process and that process should be strictly honored by the state Legislature and the Governor.

CalPERS (California Public Employees' Retirement System)

CalPERS Divestments Policy

Divestment in industries that may run contrary to environmental or other broad policy goals as an investment strategy can present challenging conflicts for CalPERS in balancing current affairs against its fiduciary duty to maximize retirement investments. Cal Cities supports CalPERS' priority to its members as stated in the State Constitution Article 16, Section 17, "[a] retirement board's duty to its participants and their beneficiaries shall take precedence over any other duty."

Cal Cities supports responsible investment strategies that balance the short- and long-term ability of CalPERS to meet its financial commitments to its members.

Any divestment policy must be well-vetted and must include the opportunity to identify alternative revenue sources consistent with the intended impact of the divestment and CalPERS' fiduciary responsibilities outlined above.

Cal Cities supports CalPERS proxy access efforts to affect change from within businesses CalPERS has invested in to ensure they are well managed for sustained, responsible, long-term success.

Cal Cities supports an exemption for retired CalPERS employees, allowing them to work for CalPERS agency under contract or appointment by the local agency.

Cal Cities supports agencies having the maximum amount of flexibility when employing and compensating part-time, seasonal, and temporary employees (i.e. lifeguards, seasonal maintenance workers, recreation leaders, summer camp

leaders, and other temporary hires, etc.) to include eliminating the mandate that CalPERS retirement benefits must be provided when the part-time, seasonal, or temporary employee works 1,000 hours in a fiscal year given the costs associated with the CalPERS retirement plan.

Further, Cal Cities supports providing CalPERS with information regarding enrolled members while eliminating the requirement to provide information regarding employees who are not members of CalPERS. Cal Cities also encourages agencies to support long-term part-time/seasonal employees by providing proportional retirement benefits via appropriate mechanisms.

Cal Cities supports having CalPERS provide a broader range of formula choices classes with maximum local control and flexibility in negotiating all options.

Cal Cities supports having CalPERS provide a broader range of health plan choices with a variety of benefit options for all types of member classes with maximum local control and flexibility in negotiating all benefit options with active employees and for retirees.

Cal Cities supports legislation that allows agencies to offer a variety of different health care plans to retired employees that provides adequate, affordable coverage.

Cal Cities supports legislation permitting cities to establish their contributions toward retiree health premiums through the labor relations negotiating process, including: (a) multi-tiered contribution levels; (b) vesting eligibility other than PERS retirement eligibility; (c) prorated contribution based on age and/or length of service; and (d) different contributions for active and retired employees.

When discussing pension policy, the total cost of the pension benefit should be considered. In cost-share arrangements, Cal Cities supports shared employee/employer costs based on the total cost of the pension benefit.

Cal Cities supports providing local governments with maximum flexibility and options. Local agencies must be able to decide on issues such as minimum retirement ages, pension caps, cost-sharing, formulas, and other options to meet local needs and promote ease of administration.

Cal Cities supports giving government agencies through the collective bargaining process the option to extend retirement ages for miscellaneous employees up to social security retirement ages.

Cal Cities supports eliminating the requirement that any negotiated changes in pension benefits under the Public Employees' Retirement Law (PERL) are voted on twice by the affected employees.

Cal Cities supports a State Constitutional Amendment to allow employers to negotiate plan changes with classic CalPERS members.

Cal Cities supports restructuring the CalPERS Board of Administration to substantially increase in independent public members (preferably with financial expertise) to ensure greater representation of taxpayer interests with regard to public pension decisions.

Cal Cities supports setting uniform standards and definitions for disability benefits and evaluating the level of benefit that is considered as tax exempt. The tax-exempt portion should either be eliminated or allowed on a proportional basis to the severity of the disability.

If the above reforms prove unfeasible or ineffective, Cal Cities supports considering a standard public employee pension system where one benefit level is offered to every employee as a further option to restore sustainability to CalPERS.

Cal Cities supports developing a program with the state to ensure that pension programs offered by localities are fully transparent and that professional actuarial evaluations of unfunded components of other post-retirement benefits (OPEBs) and pension plans are completed.

Compensation Principles

Employee compensation should be based on each individual agency's overall philosophy on employee compensation as well as the agency's ability to pay and provide services to their community. Cal Cities recognizes that sound compensation practices are based on the complexity of the job and the community, as well as the job requirements and the knowledge, skills, and abilities needed to meet those requirements.

Cal Cities believes that employee compensation should be based on job requirements, complexity of both the makeup of the city organization and community, the leadership needed, labor market conditions, ethical considerations of what is just and fair, and the organization's ability to pay.

Public compensation systems programs should be sustainable, fair to taxpayers and employees, and provide long-term financial stability.

Transparency of compensation and other benefits ensures the public is informed about the fiscal realities local agencies face as they relate to fiscal obligations.

Cal Cities opposes legislation that would require employers to pay more than the regular pay for work on family holidays.

Workers' Compensation

Cal Cities supports legislation and policy that controls escalating workers compensation costs to public agencies and taxpayers.

Cal Cities opposes legislation that would permit an employee to use more than one legal process in regard to disability claims (i.e., ADA, workers' compensation, DFEH), or any other erosion of the "exclusive remedy" principle as it relates to disability claims covered under workers' compensation.

Cal Cities supports reforming the workers compensation process to incentivize employees returning to work creating a penalty for those

that do not return to available modified duty or alternate positions.

Other Employer and Employee Related Issues

Cal Cities supports efforts to conform the California Family Care Leave Laws to the federal Family and Medical Leave Act (FMLA) laws.

Cal Cities supports the special protection of elected officials, county public defenders, public figures, and public employees acting in their official capacity against threats of death or serious bodily injury.

Cal Cities opposes legislation making it a misdemeanor to disclose peace officer personnel records and citizen complaint records, as well as prohibiting the use of documents or information obtained in violation of this procedure in any administrative proceeding against a peace officer, and any measure that makes it more difficult to discipline the misconduct of police officers.

Cal Cities supports maintaining the confidentiality of personnel matters and protecting public safety personnel discipline records from public disclosure.

Cal Cities opposes the mandated inclusion of governmental entities for Occupational Safety and Health Agency (OSHA) violations without appropriate compensation for the mandates.

Cal Cities supports legislation to protect the authority of city employers to request that an applicant disclose information or use for hiring decisions information concerning a felony conviction.

Cal Cities supports the establishment of a state program similar to that of the federal AmeriCorps program that would allow cities and other local agencies to host service members.

Cal Cities opposes legislation that would allow employment applicants to bring action against the agency for taking into consideration their status as a current or former public employee.

Cal Cities supports controlling the overall costs of healthcare through community-wide actions.

Cal Cities opposes requiring public agencies to continue employer contributions for health care coverage for employees who, during the duration of a strike, fall below the minimum hours worked to qualify for employee health care coverage.

Cal Cities opposes legislation that would interfere with a city's ability to maintain a safe workplace.

Cal Cities is committed to ensuring employees have access to, and are educated in, sexual harassment prevention training and supports the State of California's production of uniform training materials to be used to educate employees on the prevention of sexual harassment in the workplace. As employees move from agency to agency or between public and private employers, it is important that they have a uniform training standard related to sexual harassment prevention.

Transparency

Public trust and confidence in government are essential to the vitality of a democratic system and are the reason ethics laws hold public officials to high standards.

Laws alone cannot foresee or prevent all actions that might diminish the public's trust in governmental institutions. Transparency laws impose the minimum standards of conduct; to preserve public trust, public officials should aspire to conduct that exceeds minimum standards.

State revisions to laws governing local agency transparency and ethics should address material and documented inadequacies in those laws and have a reasonable relationship to resolving those problems.

In order to encourage and facilitate compliance with new transparency and ethics requirements, state laws should be internally consistent, avoid redundancy and be mindful of the practical challenges associated with implementation.

State officials and agencies should aspire to conform to the same level of transparency and ethical behavior as is imposed on local officials and agencies.

Open Meeting Law (Ralph M. Brown Act) & Open Access to Public Records (California Public Records Act)

Cal Cities supports legislation that recognizes the need to conduct the public's business in public. To this end, Cal Cities supported and was a co-sponsor of the original Ralph M. Brown Act and supports legislation that conforms to the intent of the Act. Cal Cities also supports the regulation of the state and other public agencies to ensure conformance to the principles of the open meetings provision in the Ralph M. Brown Act.

Cal Cities opposes legislation claiming to enhance open and public meetings that in practice unnecessarily complicates the ability of a local governing body to properly communicate with the public and that discourages communications among governing body members through unproductive restrictions and inappropriate activities.

Cal Cities opposes legislation that would impose further unnecessary restrictions on the action that a governing body can take in closed sessions.

Cal Cities supports legislation that recognizes the realities of other constraints under which a local governing body must operate that necessitates judicious use of closed sessions, including:

- The privacy rights granted to individuals under the U.S. and California constitutions.
- The personnel issues that have a potential impact on an individual's career and potential earning capacity and that raise serious liability questions for a local jurisdiction.
- The protection of the taxpayer's interests over property and other acquisitions by a public agency.

- The proper maintenance of the same attorney-client privilege enjoyed by the private sector.

Cal Cities supports legislation that includes less-than-a-quorum advisory committees within the definition of "legislative body" as defined in the Ralph M. Brown Act, if the committee is composed solely of members of the legislative body whose subject matter jurisdiction has cumulatively lasted two years or less.

Cal Cities supports alternative methods of meeting public notice requirements and enhancing them through the use of cost-effective, innovative, and technology-friendly methods of communication.

Political Reform Act of 1974 (PRA)

Cal Cities supports legislation and regulations that establish sound practices and principles related to political campaigns. Regulations and legislation that restrict or preempt local authority will be opposed.

Cal Cities should continue to explore opportunities to improve and streamline the Political Reform Act and its implementation through regulations.

Cal Cities supports an increase in the fee for the reproduction of statements required under the Political Reform Act from ten cents (\$0.10) per page to twenty-five cents (\$0.25) per page.

Cal Cities opposes legislation that would prohibit the use of public resources to commence an action to enjoin the operation of any law or constitutional amendment that was proposed by initiative petition and approved by the voters.

Cal Cities supports legislation providing the FPPC with authority to issue opinions to guide local officials in understanding conflict of interest laws, including Government Code Section 1090.

Governance and Ethics

Cal Cities supports legislation that strengthens the ethics laws related to the Board of Administration (Board) for the California Public Employees' Retirement System (CalPERS) including banning

the ability of former Board members to do business with CalPERS.

Cal Cities believes that a statute of limitations for bribery should not begin until the act is discovered. Cal Cities also believes that in cases of conspiracy to commit a felony, the statute of limitations should be the same as the statute of limitations for the underlying crime.

Elections

Cal Cities supports legislation that reduces any unnecessary and costly procedures for conducting a municipal election. Cal Cities opposes legislation that mandates costly and unnecessary procedures related to the election process.

Cal Cities opposes state-mandated consolidated elections as they lead to increased costs and move local elections further down on the ballot even though local outcomes have a direct impact on voters themselves.

Cal Cities supports providing city councils more flexibility to fill city council vacancies including extending the appointment period to fill a vacancy.

Cal Cities supports mail ballot elections.

Cal Cities supports the requirement that the intent and text of a local ballot measure is to be filed with the city clerk and published in a newspaper of general circulation with a filing fee. With regard to any land use measure, Cal Cities supports allowing the city council to refer it to the planning agency for a report on the measure's effects.

Cal Cities supports legislation that facilitates newly sworn citizen's voter registration.

Cal Cities supports permitting elections officials to administer voter information electronically so long as such a process remained voluntary to voters.

Cal Cities opposes any legislation or regulation that would prohibit legal action from being filed by any person(s) challenging the validity of the initiative petition or ordinance after the date of the election.

Cal Cities supports legislation that puts before voters the question of whether general law cities should have the ability to create public campaign financing programs.

California Voting Rights Act (CVRA)

Cal Cities supports a process that would allow a city presented with an allegation of a violation of the California Voter Rights Act (CVRA) to address the allegation before any person may file a lawsuit related to the alleged violation.

Cal Cities supports authorizing cities to convert from an at-large to a by-district election system using an ordinance process, thus avoiding possible California Voting Rights (CVRA) lawsuits and costs associated with gaining voter approval at the ballot.

Cal Cities supports modifying the California Voting Rights Act (CVRA) to provide cities more flexibility to remedy a potential CVRA lawsuit by converting to a rank-choice voting (RCV) method.

Recall Elections

Cal Cities supports legislation that maintains the integrity of the recall process.

Cal Cities supports legislation that reduces the amount of recall abuse while improving, streamlining, and ensuring that the public has full knowledge of the issues.

Elected Officials

Cal Cities recognizes that elected and appointed officials receive threats and have become the target of violence at their homes. The unauthorized publication of home addresses or telephone numbers in newspapers or similar periodicals, like publications on the Internet, is a threat to the security of public officials in their homes. Cal Cities supports legislation to extend or provide protection to elected and appointed officials from the unauthorized publication of their home addresses or telephone numbers in newspapers or similar periodicals.

Cal Cities supports requiring both elected local and state officials to maintain their place of residence in the jurisdiction they were elected to represent.

Candidates running for elected office with young children often face the practical reality of paying for increased childcare to campaign and network when running for office. Cal Cities supports increasing diversity of elected officials at all levels and supports the use of campaign funds to pay for childcare expenses resulting from a candidate or officeholder engaging in campaign activities or performing official duties. Cal Cities also supports legislation to increase flexibility and remove limitations on how campaign funds may be used for security expenses.

Legal Issues

Attorney-Client Privilege

Cal Cities recognizes the special role of public agency attorneys in protecting the public interest, while at the same time maintaining appropriate and critical attorney-client confidentiality. The basis for this position is the belief that it is the public agency that is the public agency attorney's client, not an individual public official. Thus, Cal Cities supports legislation that permits public agency attorneys to breach attorney-client confidentiality to disclose only very serious wrongdoings where internal corrective measures have failed or are futile; the disclosure is made to narrowly circumscribe regulatory agencies and the public agency attorney follows specific procedures.

Government Liability and Tort Reform

Cal Cities supports legislation that limits the exposure of local governments to lawsuits related to liability, including, but not limited to, such areas as unimproved natural conditions, design immunity, hazardous recreational activities, and injuries due to wild animals in public places. Cal Cities opposes legislation that would unduly expose cities to increased liability and cost.

Cal Cities supports modifications to the joint liability laws that require the responsible parties

in a civil action to pay only their fair share of judgment based on their relative responsibility.

Private Sector Liability

Cal Cities will work closely with private sector representatives to evaluate the potential for Cal Cities' support of civil justice reform measures designed to improve the business climate in California. These measures should be evaluated on a case-by-case basis through Cal Cities' policy process.

Cal Cities supports legislation that enables cities to better prosecute unfair competition cases (Business and Professions Code 17200) in order to protect consumers and their residents, and that removes the 750,000 population and District Attorney approval for city attorney action in this area. Cal Cities opposes legislation that restricts cities from pursuing unfair competition cases beyond the restrictions in current law (2003).

Interest on Judgments

Cal Cities supports ensuring that pre-and post-judgment interest rates are fair to all parties, including taxpayers, recognizing the impact on public budgets.

Data and Privacy Protection

Cal Cities encourages cities to do everything in their power to protect the privacy of employees and constituents. However, Cal Cities opposes mandates that would require, in the event of a security data breach, cities to provide identity theft prevention and mitigation services at no cost to the impacted persons.

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Housing, Community and Economic Development



SCOPE OF RESPONSIBILITY

The principle behind the policies reviewed by the Committee on Housing, Community and Economic Development (HCED) is to foster local control of community planning decisions as they relate to land use and economic development.

The issues within the purview of the HCED

Committee include general plans and zoning, housing affordability, rent control, subdivision map act, residential care facilities, other land use regulation, development fees including school fee adequacy, annexation and incorporation policy, development agreements, building standards including seismic safety standards, economic development policy including redevelopment and enterprise zones, military base closure and reuse, mobile home regulation, and sign regulation.

Summary of Existing Policy and Guiding Principles

Planning And Zoning

General Plans

Cal Cities supports the use of the general plan as a guide to meeting community planning needs. A city's general plan should guide the individual city's land use planning and strategic decision-making. A city's general plan should not be subject to mandatory review by regional or state agencies. General plan requirements should be flexible and provide guidance to local communities without requiring inappropriate levels of detail or mandating new topics or elements. Cal Cities supports guidance by expert state agencies in a consultation format but opposes granting mandatory review, certification, or other approval authority to another level of government.

Water Supply and Land Use Planning

Cal Cities supports having the best information available on the reliability of water supplies when land use decisions are made by local agencies, while protecting and retaining local land use decision-making authority.

Zoning

Cal Cities believes local zoning is a primary function of cities and is an essential component of home rule. The process of adoption, implementation, and enforcement of zoning ordinances should be open and fair to the public and enhance the responsiveness of local decision-makers. State policy should leave local siting and use decisions to the city and not interfere with local prerogative beyond providing a constitutionally valid procedure for adopting local regulations. State agency siting of facilities, including campuses and office buildings, should be subject to local notice and hearing requirements in order to meet concerns of the

local community. Cal Cities opposes legislation that seeks to limit local authority over parking requirements.

Housing Element

Housing issues should be addressed in the general plan as other planning issues are. The housing element should be prepared for the benefit of local governments and should have equal status with the other elements of the general plan.

The projections of regional and local growth and the allocations of housing units should account for state and local planning factors and should be subject to a formal hearing and appeal process to ensure that they are realistic. Cities should be allowed to work together to allocate housing units among themselves within a subregion. Appeals should be heard by politically accountable officials at the state and regional levels. Allocated housing units are not a production requirement as cities do not construct housing.

Cities should focus their efforts on facilitating the production of below market-rate housing units. Local government efforts should be subject to realistic performance standards, not to arbitrary state agency review of the housing element. Local government housing efforts should be rewarded by incentives. These incentives should include streamlining by not being subject to the Department of Housing and Community Development review, priority ranking for discretionary funds, and new discretionary funds available for general fund purposes.

Cal Cities supports and encourages legislation that implements comprehensive reforms to the housing element process that:

- Address conflicts between local growth projections and state regional housing need numbers;
- Resolve the problems associated with the distribution of RHNA units within a council of governments;
- Achieve improvements to the housing element review process;
- Develop a neutral dispute resolution process and fair enforcement alternatives to deal with disputes over questions of compliance;
- Require state laws and policies which affect housing and land use to be internally consistent;
- Establish additional legal protections to local agencies that approve affordable housing and that establish local pro-active affordable housing policies; and
- Authorize communities which achieve quantifiable affordable housing production levels to self-certify their housing elements without being subject to state review.

Housing Finance

Cal Cities supports legislation and state and federal programs that assist in providing financing for affordable housing, including the development of fiscal tools and incentives to assist local governments in their efforts to encourage housing and finance the infrastructure to support housing, as well as establishing an ongoing state commitment for funding affordable housing.

Cal Cities supports the re-establishment of federal tax incentives which were in effect prior to 1986 which encouraged private development and ownership of rental housing.

Cal Cities supports property tax assessment policies that match local affordable housing policies.

Economic Development

Job Creation, Retention and Expansion

Cal Cities supports legislation that will provide tangible and productive tools and incentives to support job creation and retention in housing-rich, jobs-poor communities, such as the awarding of direct grants to fund the development of

infrastructure that results in the creation and retention of jobs; the elimination of matching dollar requirements for economic development and infrastructure state grants; the provision of grant funding for infrastructure planning and design and the creation of economic development strategies; and, allowing cities the maximum flexibility in the use of state funds toward local priorities that support job creation. Cal Cities also encourages the state to adopt policies and programs that establish a comprehensive solution to the infrastructure and jobs/housing needs of all communities within the state.

Tax Increment Tools

Cal Cities supports the enactment and expansion of tax increment financing authority for economic development, infrastructure, and community revitalization, including recently enacted Enhanced Infrastructure Financing District Law (EIFD), Community Revitalization and Investment Authorities (CRIA), and Annexation Development Plans.

Cal Cities supports the enactment and expansion of state tax incentives that assist city economic development and community revitalization efforts.

Eminent Domain

Cal Cities supports enactment of fair eminent domain reforms that protect homeowners and opposes proposals that would cripple the ability of state and local agencies to manage development.

Tenant Protections

Cal Cities supports prohibiting landlords from discriminating against tenants who use housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937 and other public assistance towards their rental payments.

Cal Cities also supports requiring landlords that seek to increase monthly rent greater than 10% to provide tenants 90-day notice before the increase takes effect.

Rent Control

Cal Cities opposes legislation that restricts the ability of cities to enact rent control ordinances for mobile homes and stick-built housing that are tailored to meet local conditions and circumstances.

Cal Cities opposes legislation that would require a city to adopt a mobile home rent control ordinance.

Subdivision Map Act

Cal Cities supports maximizing local control over subdivisions and public improvement financing. Discretion over the conditions and length of subdivision and parcel maps should be retained by cities.

Residential Care Facilities

Cal Cities supports permitting cities to exercise review and land use regulation of group home facilities and residential care facilities in residential neighborhoods including the application of zoning, building, and safety standards. State and county licensing agencies should be required to confer with the city's planning agency in determining whether to grant a license to a community care facility. Cal Cities recognizes that better review and regulation of residential care facilities will protect both the community surrounding a facility and the residents within a facility from a poorly managed facility or the absence of state oversight.

Cal Cities supports state legislation to require a minimum distance of 300 feet between all new and existing residential care facilities. Cal Cities supports notification of cities about conditional release participants residing in group homes.

Development Fees

Cal Cities supports providing local discretion in the assessment, collection, and usage of development fees. The state should provide infrastructure funding to help local communities

meet California's growth demands and to increase housing affordability. Cal Cities opposes limiting the ability of cities to levy fees to provide for infrastructure or services.

Cal Cities recognizes that school facilities are a component of a community's infrastructure and must be maintained to foster positive outcomes for youth and economic development. Cal Cities supports maintaining city discretion over the extent to which legislative authority should be exercised to fully mitigate impacts from development to the adequacy of school facilities. Consistent with maintaining discretion, cities should maintain the ability to condition and deny projects that the city determines inadequately mitigate impacts to community schools.

Cal Cities opposes the elimination of any development fee or tax including excise taxes. Tax shifts and initiative measures have severely limited cities' abilities to provide for community needs. The state must ensure that cities have adequate revenues for local infrastructure and services.

Annexation and Incorporation

Cal Cities supports strengthening city control over urban boundaries. Sphere of Influence law should be modified to ban county development and to allow cities to annex logical growth. The Revenue and Taxation Code should not allow counties to block annexations in exchange for unreasonable property tax sharing agreements. In addition, cities should have expanded authority over adjacent lands outside of their sphere of influence regardless of jurisdictional lines so long as the land is not within another city's sphere. Cities should not be required to incur costs for planning to meet infrastructure needs of unincorporated areas or leveraged to annex areas which would result in unfunded costs.

Cal Cities supports facilitating the incorporation of cities that have met procedural requirements and voter approval. Cal Cities opposes efforts by the

Legislature to disincorporate a city for any reason, unless requested by the affected city.

Development Agreements

Cal Cities recognizes voluntary development agreements as one tool for providing flexibility in development approvals.

Building Standards

Cal Cities supports flexibility in the adoption and implementation of health and safety standards contained in the building codes. Statutes should maximize local control over standards applying to local conditions. Cal Cities opposes new standards imposed by statute rather than regulation.

Cal Cities opposes attempts to have multiple state agencies develop specific or

subject-related building standards. New building standards should be proposed through the California Standards Commission.

Cal Cities supports authorizing cities to adopt independent occupancy standards to prevent overcrowding and associated health and safety hazards, including fire-related fatalities.

Housing for Homeless

Housing and programs for homeless and other extremely low-income populations are necessary to ensure quality of life and economic viability for all Californians.

Homelessness is a statewide problem that disproportionately impacts specific communities. The state should make funding and other resources, including enriched services and outreach and case managers, available to help assure that local governments have the capacity to address the needs of the homeless in their communities, including resources for regional collaborations.

Homeless housing is an issue that eludes a statewide, one-size-fits-all solution, and

collaboration between local jurisdictions should be encouraged.

State and federal funding programs should be designed to reflect responsibilities imposed by state and federal law.

Military Base Closure and Reuse

Base Closures and Reuse

Cal Cities supports local decision-making over military base closure and reuse. The affected cities independently or sub-regionally should work together toward efficient reuse planning.

Economic Reuse

Cal Cities supports incentives for broad economic reuse of closed military facilities. Cities should work on a regional and interstate basis to maintain economic productivity. Economic reuse includes both reuse of military facilities and the retooling of related industries to continue to provide jobs for residents of California's cities.

Mobile Home Regulation

Cal Cities supports initiatives that maintain cities as the enforcement authority for mobile home regulation.

Cal Cities supports the preservation of existing mobile home parks as an important source of affordable housing.

Sign Regulation

Cal Cities supports the authority of cities to regulate billboards and other signage. Cal Cities opposes mandatory local abatement programs.

Principles for Smart Growth

Well-Planned New Growth

Recognize and preserve open space, watersheds, environmental habitats, and agricultural lands, while accommodating new growth in compact forms, in a manner that:

- De-emphasizes automobile dependency;
- Integrates the new growth into existing communities;
- Creates a diversity of affordable housing near employment centers; and
- Provides job opportunities for people of all ages and income levels.

Maximize Existing Infrastructure

Accommodate additional growth by first focusing on the use and reuse of existing urbanized lands supplied with infrastructure, with an emphasis on reinvesting in the maintenance and rehabilitation of existing infrastructure.

Support Vibrant City Centers

Give preference to the redevelopment and reuse of city centers and existing transportation corridors by supporting and encouraging:

- Mixed-use development;
- Housing opportunities for all income levels;
- Safe, reliable, and efficient multi-modal transportation systems; and
- Retaining existing businesses and promoting new business opportunities that produce quality local jobs.

Coordinated Planning for Regional Impacts

Coordinate planning with neighboring cities, counties, and other governmental entities so that there are agreed upon regional strategies and policies for dealing with the regional impacts of growth on transportation, housing, schools, air, water, wastewater, solid waste, natural resources, agricultural lands, and open space.

Support High-Quality Education and School Facilities

Develop and maintain high-quality public education and neighborhood-accessible school facilities as a critical determinant in:

- Making communities attractive to families;
- Maintaining a desirable and livable community;
- Promoting life-long learning opportunities;
- Enhancing economic development; and
- Providing a work-force qualified to meet the full range of job skills required in the future economy.

Build Strong Communities

Support and embrace the development of strong families and socially and ethnically diverse communities, by:

- Working to provide a balance of jobs and housing within the community;
- Avoiding the displacement of existing residents;
- Reducing commute times;
- Promoting community involvement;
- Enhancing public safety; and
- Providing and supporting educational, mentoring, and recreational opportunities.

Emphasize Joint Use of Facilities

Emphasize the joint use of existing compatible public facilities operated by cities, schools, counties, and state agencies, and take advantage of opportunities to form partnerships with private businesses and nonprofit agencies to maximize the community benefit of existing public and private facilities.

Support Entrepreneurial/Creative Efforts

Support local economic development efforts and endeavors to create new products, services, and businesses that will expand the wealth and job opportunities for all social and economic levels.

Encourage Full Community Participation

Foster an open and inclusive community dialogue and promote alliances and partnerships to meet community needs.

Establish a Secure Local Revenue Base

Support the establishment of a secure, balanced, and discretionary local revenue base necessary to provide the full range of needed services and quality land use decisions.

Residential Insurance Policy

Cal Cities believes homeowners should be insured for the value of rebuilding a home to current building standards. Cal Cities supports measures to increase transparency in insurance policies so that homeowners can make informed decisions.

Cal Cities believes residents who have experienced a wildfire or other natural disaster are entitled to fair residential property insurance practices that provide flexibility to rebuild, including that insured property owners should not lose insurance coverage during the rebuilding effort.

Cal Cities also believes residential property insurance policies should not be canceled based on weather-related claims or immediately following a disaster.

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Public Safety

SCOPE OF RESPONSIBILITY

The Committee on Public Safety reviews federal and state legislation and issues related to law enforcement, fire and life safety policies, emergency communications, emergency services, disaster preparedness, Indian gaming, and nuisance abatement.



Summary of Existing Policy and Guiding Principles

Fire Services

Cal Cities supports the fire service mission of saving lives and protecting property through fire prevention, disaster preparedness, hazardous-materials mitigation, specialized rescue, etc., as well as cities' authority and discretion to provide all emergency services to their communities.

Cal Cities supports and strives to ensure local control of emergency medical services by authorizing cities and fire districts to prescribe and monitor the manner and scope of pre-hospital emergency medical services, including transport through ambulance services, all provided within local boundaries for the purpose of improving the level of pre-hospital emergency medical service.

Cal Cities supports legislation to provide a framework for a solution to long-standing conflict between cities, counties, the fire service, and LEMSA's, particularly by local advisory committees to review and approve the EMS plan and to serve as an appeals body. Conflicts over EMS governance may be resolved if stakeholders are able to participate in EMS system design and evaluation and if complainants are given a fair and open hearing.

Cal Cities supports stored pressure dry chemical fire extinguishers to be serviced and recharged every six years or after each use, whichever occurs first. Additionally, Cal Cities supports requiring a licensed technician to perform the annual external maintenance examination of stored pressure dry chemical fire extinguishers.

Cal Cities opposes legislation, regulations, and standards that impose minimum staffing and response time standards for city fire and EMS services since such determinations should reflect the conditions and priorities of individual cities.

Cal Cities supports Emergency 911 systems to ensure cities and counties are represented on decisions affecting emergency response.

Cal Cities supports additional funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions.

Cal Cities supports incentives for homeowners who undertake measures to "harden their homes."

Emergency Services and Preparedness

Cal Cities supports the 2-1-1 California telephone service as a non-emergency, human and community services and disaster information resource.

Cal Cities supports “Good Samaritan” protections that include both medical and non-medical care when applicable to volunteer emergency, law enforcement, and disaster recovery personnel. Cal Cities also supports providing “Good Samaritan” protections to businesses that voluntarily place automated external defibrillators (AEDs) on their premises to reduce barriers to AED accessibility.

Emergency Communications Interoperability: Cal Cities supports activities to develop and implement statewide-integrated public safety communication systems that facilitate interoperability and other shared uses of public safety spectrum with local, state, and federal law enforcement, fire, emergency medical, and other public safety agencies.

Cal Cities supports a single, efficient, performance-based state department to be responsible for overseeing and coordinating emergency preparedness, response, recovery, and homeland security activities.

Cal Cities supports efforts to secure additional funding for local agencies to provide training opportunities for appropriate first responder personnel to improve their ability to respond to oil spills, fires, and other hazardous materials accidents.

Cal Cities supports legislation and additional state and federal regulation crafted to ensure that first responders can perform their duties during emergency response operations without interference from unmanned aerial systems, or drones.

Cal Cities supports the authorization of cities to approve and develop Community Paramedicine or Triage to Alternate Destination programs for their jurisdictions.

Cal Cities opposes policies that limit cities' ability to privately contract for emergency medical services.

Law Enforcement

Cal Cities supports the promotion of public safety through:

- Stiffer penalties for violent offenders, and
- Protecting state Citizens' Option for Public Safety (COPS) and federal Community Oriented Police Services (COPS) funding and advocating for additional funding for local agencies to recoup the costs of crime and increase community safety.

Cal Cities opposes booking fees and continues to seek their repeal, while encouraging localities to pursue resolution of the issues with their respective counties.

Cal Cities supports a local government's ability to double the fine for traffic violations in school zones in an attempt to reduce the speed of drivers and protect our youth.

Cal Cities supports reimbursement by the federal government to local agencies, specifically cities, for the costs associated with incarcerating deportable criminals, including the direct costs associated with processing and booking at the time of arrest.

Cal Cities supports policies that promote a victim's right to seek restitution, create restrictions on the early release of state inmates from incarceration for the purpose of alleviating overcrowding, and limit parole hearing opportunities for state inmates serving a life sentence or paroled inmates with a violation.

Cal Cities supports parolee search and seizure terms, which aids local law enforcement's ability to manage paroled offenders.

Cal Cities supports increased penalties for metal theft and recognizes that statewide regulation is needed to discourage “jurisdiction shopping.” Cal Cities also supports increased record-keeping and reporting requirements for junk dealers, including the collection of thumbprints from sellers.

Cal Cities supports accountability on the part of law enforcement agencies concerning police surveillance technology and policies, as well as related oversight by local governing bodies, but also strongly supports limits on disclosure of the full capabilities of such technology to the general public where such disclosure would compromise the effectiveness of the technology's law enforcement applications.

Cal Cities supports policies that require state government entities to notify local law enforcement about known individuals that are prohibited from owning or possessing a firearm.

Cal Cities supports policies that authorize law enforcement officers to administer opioid antagonist medications.

Cal Cities opposes policies that restrict law enforcement agencies from utilizing surveillance technology that would otherwise enhance their ability to prevent criminal activity.

In addition to the mental health screening provided by local hiring entities, Cal Cities supports resources and education to support the mental health needs of local public safety personnel.

Cal Cities recognizes the need to establish a peace officer decertification process through POST.

Cal Cities supports the use of local, state, and federal collaborative prevention and intervention methods to reduce youth and gang violence.

Mental Health/Substance Use Disorder

Cal Cities supports the promulgation of policies and the use of resources to increase collaboration between first responders and health agencies for incidents involving people living with mental illness or experiencing substance use disorders.

Cal Cities supports additional funding and resources to address the substance use crisis through appropriate prevention and intervention efforts, educational awareness campaigns, and

increased access to life-saving overdose treatment aids such as naloxone.

Cal Cities supports resources for increased training and education for first responders to serve people living with mental illness or experiencing substance use disorders, as well as increased multidisciplinary collaboration.

Cal Cities supports transparency relating to sustained findings of officer misconduct.

Cal Cities supports transparency and oversight relating to criminal investigations of officer misconduct.

Cal Cities supports the completion and disclosure of findings relating to officer misconduct despite their voluntary separation from the employing agency.

Police Use of Force

Cal Cities supports transparency on the part of law enforcement agencies regarding agencies' policies on the use of force.

Cal Cities supports the establishment of minimum state standards on use of force that must be included in all California law enforcement agencies' use of force policies.

Cal Cities supports basic training requirements and guidelines for agencies and law enforcement officers on use of force, including, but not limited to training on the legal standards for use of force, one's duty to intercede, implicit and explicit bias and alternatives to the use of deadly force.

Cal Cities opposes modifications to the legal standard on use of force; to the extent, such proposed changes elevate the safety risk to law enforcement officers. Specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood.

Cal Cities opposes the limitation of law enforcement discretion to utilize less-lethal tools for dispersing unruly or unlawful crowds.

Drones

Cal Cities supports policies that allow cities to impose reasonable time, place, and manner restrictions on the operation of drones in their jurisdictions.

Cal Cities supports policies that authorize local law enforcement to enforce state and local drone laws.

Cal Cities supports policies that promote the availability of information on state and local drone laws so that operators are aware of and accountable to local rules.

Cal Cities supports local agencies' ability to enact and enforce rules of general applicability, such as trespass, nuisance, or noise, in a manner that addresses unsafe drone operations.

Cal Cities supports the promotion of transparency to the public, and as technology permits, encourages local agencies to pursue the development and use of real-time drone tracking systems to ensure residents can look up the details of drones operating in a given area.

Cal Cities opposes state legislation or regulations that outright bans drones.

Cal Cities supports the establishment of governmental immunity for local jurisdictions that designate drone recreational areas, which notify the public that drones may be flying overhead, and that persons enter these designated areas at their own risk.

Fireworks

Cal Cities supports increased resources for local enforcement of illegal fireworks and aggressive interdiction efforts in collaboration with state agencies.

Wildland Urban Interface

Cal Cities supports activities to cooperate, coordinate, and communicate in the development of better land use policies and wildland fuel management programs to decrease impacts to

public health and safety resulting from wildland urban interface fires.

Nuisance Abatement

Cal Cities supports enhanced local control over public nuisances including, but not limited to:

- Adult entertainment facilities;
- Problem alcohol establishments; and
- Properties where illegal drugs are sold.

Indian Gaming

Cal Cities supports the following principles that are intended to balance tribal self-reliance with the local government mandate to protect public health and safety.

- Require an Indian Tribe that plans to construct or expand a casino or other related businesses to seek review and approval of the local jurisdiction for such improvements consistent with state law and local ordinances including the California Environmental Quality Act, with the Tribal government acting as the lead agency and with judicial review in the California courts.
- Require mitigation of off-reservation impacts consistent with environmental protection laws that are at least as stringent as those of the surrounding local community and CEQA.
- Require written agreements between tribes and affected local agencies to ensure tribes are subject to local authority related to the infrastructure needs and services outlined above.
- Require adequate compensation from the tribes to the local agency providing the government services that are required by the tribal casino or related businesses.
- Ensure compensation to local agencies from the Special Distribution Fund for off-reservation mitigation coupled with other sources to ensure adequate compensation.

- Require a judicially enforceable agreement between tribes and local jurisdictions on all of these issues before a new compact or an extended compact may become effective.
- Establish appropriate criteria and guidelines to address future compact negotiations.
- The Governor should establish and follow appropriate criteria to guide discretion of the Governor and the Legislature when considering whether to consent to tribal gaming on lands acquired in trust after October 17, 1988 and governed by the Indian Gaming Regulatory Act (25 U.S.C. § 2719).

Gaming

Cal Cities supports measures expanding local control over local gaming operations, including, but not limited to, management of the hours of operation and number of tables in an establishment, as an effective tool to enhance related local revenue streams. Cal Cities opposes as a restriction on those same revenue streams measures that would further restrict such local control, including, but not limited to, the extension of existing statewide gaming moratoriums.

Alcohol

Cal Cities supports policies that limit the ability of minors to engage in alcohol consumption, and limit youth access to alcoholic beverages, so long as related state-mandated programs or services provide for full reimbursement to all local agencies.

Cal Cities supports local policies that hold social hosts responsible for underage drinking that occurs on property under their possession, control, or authority.

Cal Cities supports additional penalties for repeat driving under the influence (DUI) offenders that include, but are not limited to, permanent revocation of an individual's driver's license.

Cal Cities supports legislation and other regulations intended to improve local

governments' enforcement capability against alcohol licensees that are in violation of state law and local ordinances.

Cal Cities supports the ability of bars and restaurants to operate expanded outdoor premises with local and state approval.

Cal Cities supports the sale of alcoholic beverages for off-sale consumption if the beverages are in manufacturer prepackaged containers with local and state approval.

Cannabis Regulation

Cal Cities regards as a vital interest the maintenance of local control over medical and adult-use cannabis businesses and supports measures that enhance and protect maximum local regulatory, land use, and enforcement authority in relation to such businesses.

Reaffirming that local control is paramount, Cal Cities holds that cities must retain the authority to regulate all medical and adult-use cannabis businesses if the regulation relates to location, operation, or establishment to best suit the needs of the community.

Cal Cities affirms that revenue or other financial benefits from creating a statewide tax structure on medical cannabis should be considered only after the public safety and health ramifications are fully evaluated and addressed.

While the value of cannabis as a physical or mental health treatment option is uncertain, Cal Cities recognizes the need for proactive steps to mitigate the proliferation of unlawful medical cannabis businesses and other access points acting outside state or local regulation.

Cal Cities supports cannabis regulation only to the degree that any such regulatory structure preserves and upholds local control and the police power of local governments pursuant to Article XI, Section 7 of the California Constitution.

Cal Cities opposes policies that prohibit local law enforcement from cooperating with federal authorities on investigations into matters involving violations or other criminal activity by cannabis licensees, including, but not limited to, money laundering, sales to minors and diversion.

Graffiti

Cal Cities endorses the “Tag You Lose” anti-graffiti campaign and encourages other cities to implement this program into their existing anti-graffiti programs.

Cal Cities supports increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.

Sex Offender Management

Cal Cities supports policies that will assist local law enforcement with the comprehensive and collaborative management of sex offenders, including tools for tracking the location of sex offenders within local jurisdictions, so long as state-mandated programs provide for full reimbursement to all local agencies.

Corrections

Cal Cities supports constitutional protections for state-funded corrections realignment programs, so long as it includes funding for local police department needs. Cal Cities also supports increasing city representation and participation in the Community Corrections Partnerships, which are charged with developing local corrections plans.

Firearms

Cal Cities recognizes that mental illness and firearms form a dangerous combination that threatens public safety. Consequently, Cal Cities supports policies that restrict persons with mental health disorders from possessing or owning a firearm. Cal Cities supports policies that ultimately allow such persons to petition for retrieval of their firearms.

Cal Cities supports local law enforcement agencies retaining the discretion to issue a concealed carry weapon permit, and thereby opposes policies that mandate the issuance of such permits.

Cal Cities supports the honoring of Gun Violence Restraining Orders (GVROs) that are issued by other states.

Miscellaneous

Cal Cities opposes reductions to city authority to regulate needle and syringe accessibility and exchange programs.

Cal Cities asks any company manufacturing or marketing or planning to manufacture or market colored-tread tires in California to voluntarily abandon such a product line and thereby prevent the public safety, environmental and social problems these tires can potentially cause.

Cal Cities warns those individuals who advocate or perpetrate hate, not to test the cities’ resolve to oppose them as each city is encouraged to vigorously pursue a course of investigation, apprehension, prosecution, conviction, and incarceration of all those who participate in hate crimes.

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Taxation

SCOPE OF RESPONSIBILITY

The Committee on Revenue and Taxation reviews issues related to finance administration, taxation reform, revenue needs, and revenue sources at the federal, state, and local levels.



Summary of Existing Policy and Guiding Principles

Cities and Cal Cities

Preamble

Inherent in these recommendations is the underlying principle that meaningful fiscal reform should allow each level of government to adequately finance its service responsibilities, with each being accountable to taxpayers for its own programs.

Efficiency

Cities and Cal Cities should continue to emphasize efficiency and effectiveness, encouraging, and assisting cities to achieve the best possible use of city resources.

Authority and Accountability

Cities must locally achieve political authority and accountability for revenues raised and services provided. For accountability, revenues should be logically linked to traditional and emerging responsibilities. Cities must effectively communicate the good news about city programs and operations, as well as information concerning financial conditions and city responsibilities.

Alliances

Cities should seek alliances with counties, schools, other cities, employee organizations, other local agencies, business, and professional organizations, and nonprofit organizations to support cooperation, sound financial policies, and joint action.

Initiative

Cities and Cal Cities are prepared to use the statewide initiative process, if necessary, to secure fiscal independence and a sound intergovernmental financial structure. Initiative efforts should, to the extent feasible, incorporate and, in no case violate, the principles developed by the Fiscal Reform Task Force as follows:

- Cities require a greater share of the property tax and other reliable, discretionary revenues in order to finance local services to property.
- Cities require constitutional protection of their revenue sources in order to provide insurance against diversion by the state of these revenues in the future for non-municipal purposes.
- Major reforms in the unfunded mandate reimbursement process should be enacted to make it more workable and meaningful.

Legislature or the Voters

Local Authority and Accountability

To preserve local authority and accountability for cities, state policies must:

- Ensure the integrity of existing city revenue sources for all cities, including the city share and situs allocation, where applicable, of property tax, sales tax, vehicle license fees, etc.
 - Ensure the integrity of city revenue sources by providing fraud deterrence and enforcement tools that improve the collection of public funds.
 - Protect the authority of local governments to collect revenues from telecommunications providers and ensure that any future changes are revenue neutral for local governments.
 - Oppose any state or federal legislation that would pre-empt or threaten local taxation authority including, but not limited to, Utility User's Taxes.
 - Allow every level of government to enjoy budgetary independence from programs and costs imposed by other levels of government.
 - Authorize a simple majority of the voters in a city or county to establish local priorities, including the right to increase taxes or issue general obligation bonds.
 - Offer incentives to reward cities achieving program goals, rather than withhold or reduce revenues to accomplish targets.
- A prudent reserve fund.
 - Official records kept of all Assembly and Senate official meetings.
 - A balanced deficit reduction approach, which could include temporary revenue increases dedicated solely to retiring short-term debt, spending cuts, short-term borrowing and multi-year spending limitations.
 - Long-term restructuring measures, including increased local government property tax shares to create balanced growth and separate budget detail of all state expenditures at the local level.

State Mandates

The state must provide full and prompt reimbursement to all local agencies for all state-mandated programs and/or infractions and losses associated with local revenue shifts.

Local agencies must be authorized to petition the Commission on State Mandates immediately after legislation is chaptered for determination of eligibility for reimbursement and reserve the right to directly pursue court intervention without an administrative appeals process.

Reforms are needed in the mandate approval and reimbursement process.

The state should be prohibited from deferring mandate payments.

Unless specifically requested by a city, no new duties, responsibilities, or obligations should be assigned to a city or cities under state realignment.

Additional Revenue

Additional revenue is required in the state/local revenue structure. There is not enough money generated by the current system or allocated to the local level by the current system to meet the requirements of a growing population and deteriorating services and facilities.

When disasters or emergencies occur statewide or in various areas of the state, state government has

State Legislative and Budget Reforms.

To stabilize state funding and programs and reverse the trend of the state's reliance on local revenues to solve the state's fiscal crises, the state should implement fiscal and legislative reforms which may include for consideration the following:

- A two-year spending plan with the first session focused on expenditures over the period.
- Oversight hearings that review programs for savings, duplication, or gaps in services.
- Limits on the number of bills that legislators may introduce.

traditionally stepped in to assist with recovery efforts through various means, including the passage of legislation to provide income and property tax relief to affected individuals and businesses, and reimbursing local governments for their losses. Cal Cities supports disaster recovery legislation that includes mitigation for losses experienced by local governments. Cal Cities supports this aid being allocated to cities through a process that objectively accounts for the impacts that a disaster or emergency has had on a city's residents, infrastructure, economy, and revenues. In the event that aid is provided solely on a per-capita basis, Cal Cities support that it be done equally per resident.

Cal Cities also supports establishing a federal debt guarantee program that supports state catastrophe insurance programs for post-event debt that they incur as a result of paying for insured losses caused by major natural catastrophes.

Cal Cities supports legislation that would make adjustments to the vehicle license fee-property tax swap of 2004 to ensure that the formula appropriately accounts for city incorporations and annexations of inhabited territory.

Cal Cities supports legislation that would bolster existing local efforts to enforce local ordinances and revenue collection associated with short-term rentals. Legislation must protect local transient occupancy tax collection authority, tax rates, and enforcement authority associated with short-term rentals.

Reduce Competition

Revenue from new regional or state taxes or from increased sales tax rates should be distributed in a way that reduces competition for situs-based revenue. (Revenue from the existing sales tax rate and base, including future growth from increased sales or the opening of new retail centers, should continue to be returned to the point of sale.)

The existing situs-based sales tax under the Bradley Burns 1% baseline should be preserved and protected.

The equitable allocation of remote revenues from e-commerce recognizes both sides of the transaction and their contribution to sales tax generation. Allocation of the Bradley Burns 1% local sales tax revenue from in-state online purchases should proportionately benefit those communities that provide the infrastructure and incentives that facilitate the transaction and delivery of those goods and those communities that are the destinations for the goods. The regional impacts to infrastructure, land use, environmental quality, and public health stemming from e-commerce as well as the financial dependence of communities on the resulting revenues must be recognized. Changes to consumer behavior, which consists of more online shopping, must also be considered as to the fiscal sustainability of all cities.

City officials should account for these factors in the evolving marketplace and continuously strive for prospective fair and equitable revenue sharing based on data, as available. City officials should also employ their best judgement to support policies that benefit the sustainability of all cities.

Restrictions should be implemented and enforced to prohibit the enactment of agreements designed to circumvent the principle of situs-based sales and redirect or divert sales tax revenues from other communities when the physical location of the affected businesses does not change.

Sales tax rebate agreements involving online retailers can be inappropriate because they may have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one.

Prospectively, sales tax rebate agreements shall be no longer than 20 years, and shall not rebate more than 50% of the sales tax generated by the private business. Existing sales tax rebate agreements shall not have the ability to be renewed in perpetuity (i.e., term extensions that would be a loophole to avoid new requirements are prohibited). Additionally, the California

Department of Tax and Fee Administration shall exclude from the county pool calculations of the local Bradley Burns 1% sales and use tax the sales tax gained from a sales tax sharing agreement that is rebated to a private business.

There shall be a statewide database and dashboard of all Economic Development Subsidy Reports (such as sales tax rebate agreements) on a website.

Funding for Counties

Counties require additional funding if they are to fulfill their state-mandated and traditional roles.

As legal agents of the state, county expenditures in that capacity should be funded by the state. Their local programs should be financed locally.

The concept of "self-help" for counties should be expanded. An example might be that counties could receive certain state funding if they raise a specified level of revenue locally.

To alleviate competition among cities and counties, funding for counties should be accompanied by agreements on new development in undeveloped areas within the cities' sphere of influence.

Regional Revenues

Local government issues, programs, and services do not always recognize local government jurisdictional boundaries. In cases where regional issues, programs, and services are identified, multi-jurisdictional revenues should then be identified and implemented. As an example, the sales tax has been considered and used by many countywide areas to address multi-jurisdictional transportation issues.

Support regional cooperation on common interests and goals by providing access to share incremental growth in ERAF property tax.

Revenue Modernization

Property Tax

Cal Cities supports legislation which would clarify and improve the definition of "change of

ownership" for property tax reassessment purposes to include when more than 90% of direct or indirect ownership interests in a legal entity are cumulatively transferred in one or more transactions. Such changes would reduce the use of complicated strategies employed to evade reassessment of property upon changes of ownership.

Sales Tax

- **Sales and Use Tax Base:** Cal Cities supports modernization to the sales tax through measures that would either broaden the tax base on goods, which includes reviewing existing exemptions on certain goods and expanding to digital forms of goods that are otherwise taxed, and expanding the sales tax base to services, such as those commonly taxed in other states. Specific proposals in these areas should be carefully reviewed so that the impacts of any changes are fully understood.
- **Sales Tax Sourcing Rules:** Support as Cal Cities policy that point of sale (situs) is where the customer receives the product. Specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood.

Cal Cities supports as policy allowing more direct reporting of use taxes related to construction projects to the jurisdiction where the construction activity is located by reducing existing regulatory threshold from \$5 million to \$1,000,000.

Additionally, contractors should be required, rather than optionally permitted, to submit appropriate documentation for direct allocation of sales and use tax revenue to the location of the construction jobsite.

Cal Cities supports as policy requiring retailers to report the local use tax for transactions of \$100,000 or more to the participating jurisdiction where the first functional use is made.

- **County Pool Use Tax Allocations:** Support Cal Cities working with the state California Department of Tax and Fee Administration to update the county pool allocation process to ensure that more revenues are allocated to the jurisdiction where the purchase or first use of a product occurs (usually where the product is delivered). Use Tax collections from online sales, including from the South Dakota v Wayfair Decision, should be shifted out of county pools, and allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.
- **State Sales Tax Exemptions:** Cal Cities opposes state legislation that proposes to grant exemptions for specific products that fail to protect those portions of the sales tax that are dedicated to local government.
- **Data Collection:** Cal Cities supports efforts to modernize statewide sales tax data collection to improve understanding of out-of-state and in-state remote sales.

Federal Streamlined Sales and Use Tax Agreement (SSUTA)

There are more questions than answers for California cities about potential state participation in the SSUTA. The SSUTA offers many more risks for California cities than benefits. Thus, Cal Cities should:

- Continue to monitor developments of the SSUTA and related federal legislations, but not support any additional efforts that would lead to California joining the agreement. This position can always be revisited at a future point if events change.
- Strongly oppose any federal effort that attempts to force California to conform to the Agreement, or amendments to federal legislation that would directly undermine California’s utility user tax structure.
- Work with the California Department of Tax and Fee Administration and other parties on

alternative efforts to increase the collection of use taxes within California. Share Cal Cities analysis of the SSUTA with interested parties, exchange information on use tax collection issues with municipal Leagues in other states, including those states with tax structures similar to California.

Federal Legislation Requiring Use Tax Collection

Cal Cities supports federal legislation that would require the collection of use tax from internet or “remote sales” that meets the following conditions:

- Is limited to the collection of sales and use taxes.
- Does not require states to participate in the SSUTA.
- Requires remote sellers to collect the full destination rate (combination of state and local rate at location the product will be delivered).
- Exempts intrastate (non-remote sales within California) from the destination rule.
- Provides sufficient flexibility to accommodate California’s tax structure. (There are instances where the state, for policy reasons, has opted not to collect the state’s share of sales taxes on an item, but the local rates on those items are still collected).

State regulatory actions and possible legislation may be needed to address issues raised by the collection of new revenue from remote sales. Implementation by the California Department of Tax and Fee Administration would likely require appropriate software for remote sellers to implement the new system.

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Transportation, Communications, and Public Works

SCOPE OF RESPONSIBILITY

The Committee on Transportation, Communications, and Public Works reviews both state and federal legislation as it relates to issues of transportation funding, construction, public works, telecommunications, and other related areas.



Summary of Existing Policy and Guiding Principles

Transportation

Cal Cities supports constitutional protections for transportation funding to be dedicated for transportation purposes only and opposes any efforts to reduce or eliminate transportation funding for local government.

Cal Cities supports protecting the additional funding for local transportation and other critical unmet infrastructure needs. One of Cal Cities' priorities is to protect the consistent and continuous appropriation of new monies from various sources directly to cities and counties for the preservation, maintenance, and rehabilitation of the local street and road system. New and additional revenues should continue to meet the following policies:

- System Preservation and Maintenance.** Given the substantial needs for all modes of transportation, a significant portion of new revenues should continue to focus on system preservation. Once the system has been brought to a state of good repair, revenues for

maintenance of the system would be reduced to a level that enables sufficient recurring maintenance.

- Commitment to Efficiency.** Priority should continue to be used to improve current systems. Recipients of revenues should incorporate operational improvements and new technology in projects.
- All Users Based System.** New revenues should continue to be borne by all users of the system from the traditional personal vehicle that relies solely on gasoline, hybrid, or electric technology, to commercial vehicles moving goods in the state, and even transit, bicyclists, and pedestrians who also benefit from the use of an integrated transportation network.
- Alternative Funding Mechanisms.** Given that new technologies continue to improve the efficiency of many types of transportation methods, transportation stakeholders must be open to new alternative funding mechanisms. Further, the goal of reducing greenhouse gases is also expected to affect vehicle miles traveled, thus further reduce gasoline consumption and revenue from the

existing gas tax. The existing user-based tax is an unsustainable revenue source. Collectively, we must have the political will to consider alternate transportation revenue streams that will provide reliable and sustainable revenues for local transportation projects.

- **Unified Statewide Solution.** For statewide revenues, all transportation stakeholders must stand united in the protection of new revenues. Any new statewide revenues should address the needs of the entire statewide transportation network, focused in areas where there is defensible and documented need.
- **Equity.** New revenues should continue to be distributed in an equitable manner, benefiting both the north and south and urban, suburban, and rural areas as well as being equally split between state and local projects.
- **Flexibility.** Needs vary from region to region and city to city. Local governments should continue to have needed flexibility for new revenues and revenue authority to provide the appropriate level programs and activities that constituents rely on.
- **Accountability.** All tax dollars must be spent properly, and recipients of new revenues must be held accountable to the taxpayers, whether at the state or local level.
- **Education.** Through the City and County Pavement Improvement Center (CCPIC), educational opportunities to provide additional research and development, guidance, specifications, tools, and training in pavement management and engineering must be made available to local governments to help ensure local streets and roads last longer, cost less, and are more sustainable.

Cal Cities supports a permanent shift of the sales tax on gasoline for transportation purposes and an allocation formula equivalent to 40/40/20 split of 40% to cities and counties, 40% to State Transportation Improvement Program (“STIP”), and 20% to transit.

Cal Cities supports enhanced autonomy for local transportation decision-making and pursues transportation policy changes that move more dollars and decisions to local policy leaders. Cal Cities supports policies to ensure transportation investments are being used for transportation purposes. Cal Cities will seek the maximum share of available funding for local transportation programs. Cal Cities supports implementation of federal transportation funding re-authorization legislation in a manner that supports these principles.

Cal Cities supports the preservation and expansion of transportation grant funding opportunities to help incorporate new transportation technologies and practices into local transportation networks, such as active transportation grant funding and transportation innovation grant funding.

Cal Cities opposes any state actions that would result in a reduction of revenues for local governments from the Highway Users Tax Account and/or the Road Maintenance and Rehabilitation Program. Cal Cities supports a requirement for the state to consult with Cal Cities of any transportation policy changes to help ensure such strategies include funding equal to or greater than what cities already receive to maintain, operate, and rehabilitate their existing streets and roads network.

Cal Cities supports the ongoing study of the Road Charge and any other alternative to the gas tax to sustainably fund transportation infrastructure.

Cal Cities supports efforts that streamline funding processes between the state, federal, and local governments that help reduce the amount of time and resources it takes to fund and complete transportation projects, such as NEPA delegation and the Match-Exchange Program.

Cal Cities opposes conditioning a city’s share of transportation funding on housing-related goals, such as planning and production, instead favoring

comprehensive housing solutions for housing problems.

Cal Cities supports bicycle and pedestrian access with maximum local flexibility to prioritize this transportation need, as long as funding is available directly for it and other transportation priorities do not negatively affect transportation funding. Cal Cities opposes any mandatory set-asides or prioritization for bicycle and pedestrian access on the state or local system using state or local maintenance and/or rehabilitation funding.

Cal Cities opposes requiring a city or parking processing agency to automatically cancel notices of parking violations, prior to a request from a vehicle owner, if the violation does not substantially match the corresponding information on the vehicle registration.

Cal Cities opposes efforts that limit the ability for cities to remove or immobilize vehicles that chronically ignore moving and/or parking violations and/or are operating unlawfully on public roads.

Cal Cities supports the visionary effort of the High-Speed Rail project and supports the involvement of local officials in the project planning and implementation. However, Cal Cities opposes efforts to exempt the High-Speed Rail project from the California Environmental Quality Act (CEQA) and any other effort that would eliminate an opportunity for local input. Cal Cities also supports efforts to reaffirm voter support of the project, including voter reconsideration for the bond.

Cal Cities supports the development of best practices and funding to support all modes of goods movement including ports, roadways, storage/distribution centers, rail, and air. A focus should be kept on job creation and retention, economic development, and safety with cities actively engaged in their region for appropriate goods movement decision.

Cal Cities supports efforts to improve the California Public Utilities Commission's (CPUC) ability to respond to and investigate significant

transportation accidents in a transparent and timely manner to improve rail shipment, railroad, aviation, marine, highway, safe autonomous vehicle activities, and pipeline safety.

Cal Cities supports efforts to expand the Caltrans Business Logo Program, including the accurate deployment of Electric Vehicle Charging Station ("EVCS") charging signage.

Cal Cities opposes policies that undermine local decision making in the permitting process of refueling zero emission vehicles, including EVCS in the public right of way.

Cal Cities supports having a balanced regulatory framework over both the taxi, autonomous vehicle and transportation network companies ("TNC") industries and encourages the CPUC to include biometric identification data from TNC drivers and to have TNC companies conduct vehicle safety inspections and a policy where both industries where they are regulated by the state's CPUC, while giving cities the ability to regulate both industries when any given city finds that state regulation is insufficient for their community.

Cal Cities supports the Full Funding Grant Agreement (FFGA) process for the Federal Transit Administration's (FTA) Capital Investment Grant (CIG) program.

Public Works

Cal Cities supports retaining maximum flexibility for timely and cost-effective completion of public works projects. Cal Cities supports innovative strategies, including public-private partnerships at the state and local levels to enhance public works funding.

Cal Cities supports efforts to divert products that contribute to decreased capacity and increased maintenance costs at wastewater treatment facilities.

Cal Cities encourages the state to adopt maximum response time for all necessary state reports, including Project Study Reports, to allow for a

timely and cost-effective completion of public works projects. Cal Cities supports the certification of private firms to complete reports when state staff is unavailable.

Cal Cities supports expedited permitting when the work is necessary to ensure the integrity of gas pipelines, provided that local permitting and plan review requirements are met.

Cal Cities opposes efforts to alter the way that Caltrans prioritizes its litter cleanup and abatement program to just the segments of highway that receive the highest number of complaints.

Cal Cities supports improving the state's seismic readiness and resiliency, including tax credits for retrofitting seismically vulnerable buildings and the state conducting its own survey of buildings that are potentially vulnerable in seismic-prone regions of the state. Cal Cities opposes any efforts to impose such a mandate on local governments.

Cal Cities supports the inclusion of wildfire mitigation as an eligible project to receive the California Public Utilities Commission's Rule 20 funds and efforts to expand funding for Rule 20.

Micromobility

Cal Cities supports efforts that promote safety and reassert local authority when regulating emerging transportation technologies, such as e-scooters and e-bicycles, and opposes efforts to limit this authority and the city's access to meaningful data from companies operating within their jurisdiction.

Vehicles

Cal Cities supports requiring at least one person for any autonomous heavy-duty vehicle or autonomous transit vehicles during the early stages of autonomous vehicle deployment.

Cal Cities opposes all efforts that allow vehicles and vehicle operators on the road that will jeopardize the integrity of the public infrastructure

or the health and safety of the motoring public. Cal Cities supports all efforts to retain maximum control of the local street and road system. Cal Cities supports traffic safety enhancements such as motorcycle helmets, child restraints, seat belts, and speed limit laws.

Cal Cities opposes any efforts to increase truck size or weight. The size and weight of trucks are important because they affect the stability and control of the truck, the way it interacts with other traffic, and the impact it has when colliding with other vehicles. Truck safety is particularly important because these vehicles share city streets and county roads with users — such as, motorists, pedestrians, cyclists, motorcyclists, and bus riders.

Cal Cities encourages cities to promote safe driving across California and the education of the general public about the dangers of texting while driving.

Cal Cities supports a requirement that all state rulemaking bodies consider the following factors for any proposed rule impacting vehicles: the weight added to any vehicle; the effect any added weight would have on pavement wear; and the resulting costs to state and local governments.

Cal Cities supports efforts to protect consumers from unscrupulous tow trucker companies and operators.

Cal Cities holds that increasing vehicle fines do not improve safety around school zones and encourages other efforts, such as increased police presence and additional crossing guards, as better solutions to safety issues in school zones.

Cal Cities supports legislation that authorizes the testing or conducting of pilot projects for autonomous vehicles in a safe manner.

Cal Cities supports policies that require local decision making in the authorization and oversight of autonomous vehicle operations.

Cal Cities supports policies that allow cities and ticketing authorities to ticket/cite autonomous vehicles.

Cal Cities support policies that promote safer environments for the operation of autonomous vehicles and allow first responders and local law enforcement the ability to interrupt and redirect wayward autonomous vehicles.

Contracts

Cal Cities supports maintaining maximum local flexibility in the area of contracting and contract negotiations. Cal Cities supports changes to law that allow cities options to use design-build and progressive design build delivery methods and contracting and other innovative delivery methods to bring efficiency to public contracting. Cal Cities also supports contracting out with private entities to increase project delivery efficiency and affordability.

Cal Cities opposes efforts to shift additional legal costs and liability away from design professionals and contractors to local governments.

Telecommunications

Cal Cities supports a state tax levied on direct broadcast satellite television service providers if the proceeds are distributed to support local public safety programs consistent with a geographic distribution methodology that reflects households using this service and provided that the tax is repealed should the revenues be diverted by the state for another purpose.

Traditional franchising at the local level has served the valuable purpose of tailoring service to unique local conditions and needs and assuring responsiveness of providers to consumers. The continued involvement of local government in any new state or federal regulatory scheme by way of locally negotiated agreements is an essential component of telecommunications regulations; best serves the needs of consumers and is consistent with the goal of providing consumers greater choice in telecommunications options.

Any new state or federal standards must conform to the following principles:

Net Neutrality

- Access to fast, reliable, and high-quality internet is essential for the success of our collective communities.
- Reliable communications and data networks for essential services, such as police and fire, are necessary, especially during times of emergency.
- Communications and data networks are increasingly important for the relationship between local government and its residents and businesses.
- Net neutrality prevents internet service providers from blocking, throttling, degrading, or providing for paid prioritization of lawful content, applications, or services.
- Free and open internet can spur innovation and help close the digital divide in California.
- Revenue Protection
- Protect the authority of local governments to collect revenues from telecommunications providers and ensure that any future changes are revenue neutral for local governments.
- Regulatory fees and/or taxes should apply equitably to all telecommunications service providers.
- A guarantee that all existing and any new fees/taxes remain with local governments to support local public services and mitigate impacts on local rights-of-way.
- Oppose any state or federal legislation that would pre-empt or threaten local taxation authority

Rights-of-Way

- To protect the public's investment, the control of public rights-of-way must remain local.
- Local government must retain full control over the time, place, and manner for the use of the public right-of-way in providing utilities, broadband and telecommunications services,

including the appearance and aesthetics of equipment placed within it.

Access

- All local community residents should be provided access to all available broadband and telecommunications services. Cal Cities supports funding and resources to provide access to high-speed broadband infrastructure, including municipal broadband, for all California communities, to close the digital divide, especially in unserved and underserved communities.
- Telecommunications providers should be required to specify a reasonable timeframe for deployment of telecommunications services that includes a clear plan for the sequencing of the build-out of these facilities within the entire franchise area.

Public Education and Government (PEG) Support

- The resources required of new entrants should be used to meet PEG support requirements in a balanced manner in partnership with incumbent providers.
- For cities currently without PEG support revenues, a minimum percentage of required support needs to be determined.

Institutional or Fiber Network (INET)

- The authority for interested communities to establish INET services and support for educational and local government facilities should remain at the local level.

Public Safety Services

- The authority for E-911 and 911 services should remain with local government, including any compensation for the use of the right-of-way. All E-911 and 911 calls made by voice over internet protocol shall be routed to local public safety answering points (PSAPs); i.e., local dispatch centers.

- All video providers must provide local emergency notification service.

Customer Service Protection

- State consumer protection laws should continue to apply as a minimum standard and should be enforced at the local level. Local governments should retain the authority to assess penalties to improve customer service.

Wireless Infrastructure

- Existing telecommunications providers and new entrants shall adhere to local city policies on public utility undergrounding.
- Cal Cities supports the authority of cities to zone and plan for the deployment of broadband and telecommunications infrastructure. Cal Cities supports the ability of cities to maintain and manage the public right-of-way and receive compensation for its use. Cal Cities supports the innovation and economic development potential of the “information superhighway” and the many possible benefits in the areas of telecommuting and productivity it promises. Cal Cities will work with the CPUC, the various telephone companies, and federal regulatory agencies to improve telephone area code planning in California.
- Cal Cities supports model agreements between cities and wireless communications providers for the deployment of wireless infrastructure, including small cells and macro cell towers, within their jurisdiction.
- Cal Cities supports a requirement of telecommunications providers to notify the California Office of Emergency Services (CalOES) of 911 service or emergency warning outages to help ensure the most efficient deployment of emergency services in affected areas.

Plain Old Telephone System (POTS):

Cal Cities believes the following principles in order to ensure minimum standards are met before service withdrawals of plain old telephone systems are made:

- Require that reliable communications systems are in place prior to any technology transition to ensure vital government services and public safety operations are available to communicate with citizens during emergencies.
- Telecommunications service should be technology-neutral to include similar regulatory protections and obligations, such as maintenance of infrastructure, access to facilities, and provision of basic voice and broadband service.
- Ensure a transparent process for the phase-out of POTS, avoiding self-certification and arbitrary timelines for CPUC review of withdrawal requests.
- Require carriers to assist local governments in a proposed service withdrawal area to determine which public services are dependent on them.
- Require the CPUC to consult with state and local agencies to verify alternative communications services that meet or exceed POTS quality, accessibility, reliability, and affordability and determine adequate transition times, especially to ensure functionality of the 911 system.
- For wireless technology alternatives, local governments must have guaranteed priority access to the 911 system.
- Ensure state enforcement and accountability over any proposed service withdrawals.
- Require that the transition to an alternative service is cost-neutral for consumers, with additional costs borne by the carriers, including ancillary costs such as software and equipment, for instance.
- Require the CPUC to notify and work with cities and other local governments of proposed service withdrawals to ensure appropriate transitions.
- Carrier cost savings from any such transition should be shared with customers, including local governments through a state-developed and administered financial assistance program.
- Require that “Lifeline” rates for customers with special needs are cost and technology-neutral, in the short- and long-term.
- Require that telecommunications companies that withdraw plain old telephone service within any given area continue to maintain the infrastructure and if no longer in use, be responsible and pay for the removal of the infrastructure.

Cal Cities opposes a deregulated framework for Voice over Internet Protocol (VoIP) technology given that VoIP is often a “communication of last resort,” as the state’s populace rapidly moves away from plain old telephone service and onto VoIP or wireless communications.

Air Pollution

Cal Cities will monitor developments and the ramifications of efforts to regulate air quality and related congestion strategies as it is related to state and local transportation networks.

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2024 Legislative and Regulatory Policy Platform

Overview and Purpose

The Clean Power Alliance (CPA) Legislative and Regulatory Policy Platform (Platform) serves as a guide to the CPA Board of Directors and CPA staff in their advocacy efforts and engagement on policy matters of interest to CPA. The Platform allows both members of the CPA Board of Directors and CPA staff to pursue actions at the regional, state and federal legislative and regulatory levels in a consistent manner and with the understanding that they are pursuing actions in the best interest of the organization and its mission, its member agencies, and its customers.

The Platform provides direction to CPA staff on positions that should be taken on regulatory matters and legislative bill proposals. The Platform also provides guidance to the Chief Executive Officer on positions that should be taken on legislative and regulatory matters that come before the California Community Choice Association (CalCCA) Board of Directors.

CPA staff report to the Board monthly on all positions taken on legislative bills. For bills that fall outside the scope of this platform; bills that are likely to attract high-profile supporters and detractors, including bills that would modify the California Environmental Quality Act (CEQA); bills that would raise taxes; or bills that would knowingly put CPA at odds with positions that its member agencies have taken, CPA staff will seek approval of a proposed position to the Legislative & Regulatory Committee and Board of Directors before taking a position.

Policy Principles

The Legislative and Regulatory Policy Platform is centered around five basic principles:

1. Protecting CPA's local control and competitive position, especially as it relates to rates, finances, power procurement and expansion of its service territory.
2. Pursuing power resource planning and procurement that promotes the growth in renewable energy capacity at the local level and reduce fossil fuel dependency, with the goal of combating climate change.
3. Developing and administering customer programs that encourage clean energy adoption by CPA customers.
4. Ensuring fair access to data, particularly as it relates to energy usage, billing, and information needed to develop and administer customer programs.
5. Supporting CPA's ability to set electric rates and offer programmatic services that are affordable and inclusive for all.

These principles are incorporated throughout the below platform.

Policy Platform

1. Affordability and Local Control
 - a. Fair rates and cost allocation: CPA will pursue administrative and legislative initiatives that will ensure that non-bypassable charges for CPA customers, including any income-graduated fixed charges, are assessed fairly compared to unbundled customers and that CPA's customers are not unnecessarily burdened by non-bypassable charges compared to unbundled customers.
 - b. Finances: CPA will pursue administrative and legislative initiatives to ensure that CPA is eligible to apply and receive funding made available to the electricity sector for decarbonization, reliability, and affordability purposes, and that CPA's financial health are not disparately impacted by new regulations.
 - c. CCA Expansion: CPA will pursue administrative and legislative initiatives to protect CPA's ability to expand its service to new member agencies.
 - d. Local Control: CPA will pursue administrative and legislative initiatives to protect CPA Board's authority over CPA's procurement, rate-setting, governance, and customer program development activities.

2. Power Resources Planning and Procurement
 - a. Resource Adequacy and Reliability: CPA will pursue administrative and legislative initiatives that will enable CPA to secure capacity resources to meet its reliability obligations, such as initiatives that evaluate the supply of capacity resources available to load serving entities (LSEs), determine the appropriate market mechanisms for LSEs to procure capacity resources, and develop a durable policy framework that encourages all LSEs to construct their fair share of new capacity resources to maintain grid reliability while pursuing decarbonization efforts.
 - b. Carbon-Free Resources: CPA will pursue administrative and legislative initiatives that will maximize CPA's ability to procure carbon-free resources to meet or exceed the needs of CPA's three product offerings and its long-term carbon-free procurement goal as required by SB 100 and other statutory or regulatory obligations.
 - c. Renewable Resources: CPA will pursue administrative and legislative initiatives that will maximize CPA's ability to procure eligible Renewable Portfolio Standard (RPS) resources to meet the needs of CPA's three product offerings and its long-term RPS procurement goal as required by SB 100 and other statutory or regulatory obligations.
 - d. Integrated Resource Plan: CPA will pursue administrative and legislative initiatives that will maximize CPA's ability to plan and procure resources to meet various environmental and reliability goals set by state laws and by its Board of Directors, while offering affordable products and programs to serve its customers, including disadvantaged communities.
 - e. Transmission: CPA will pursue administrative and legislative initiatives that will expedite new transmission infrastructure needed to meet California's climate goals, as well as initiatives that will provide CPA adequate access to transmission capacity to maximize its procurement of RPS-eligible or carbon-free resources that meet various statutory and regulatory requirements.
 - f. Research & Development: CPA will pursue administrative and legislative initiatives that support the research and development of new energy resources that can be procured to meet the reliability and decarbonization goals set by the State and its Board of Directors.

- g. Grid Reliability: CPA will pursue administrative and legislative initiatives that support the expansion of a regional grid that improves reliability; accelerates decarbonization; improves transmission planning; reduces costs for ratepayer and load serving entities; maintains California's ability to set, meet and implement its own climate goals; and protects clean energy jobs within the State.

3. Customer Programs

- a. Demand Response, Demand Flexibility and Energy Efficiency: CPA will pursue administrative and legislative initiatives that will enable CPA to pursue demand response programs and opportunities for its customers.
- b. Zero-emission vehicles: CPA will pursue administrative and legislative initiatives to promote electrification of the transportation sector in response to state and federal goals aimed at increasing the usage of zero emission vehicles.
- c. Building decarbonization: CPA will pursue administrative and legislative initiatives that support the ability of CPA to promote statewide building decarbonization, primarily through electrification.
- d. Local Grid Management and Resiliency: CPA will pursue administrative and legislative initiatives that supports the ability of CPA and its member agencies to offer local grid management and resiliency solutions to increase local reliability and adaptability that could protect against power outages and extreme heat.
- e. Distributed Energy Resources: CPA will pursue administrative and legislative initiatives that support the ability of CPA to offer and utilize distributed energy resources as part of its reliability, resiliency and community engagement strategies.
- f. Research and Development: CPA will pursue administrative and legislative initiatives that support the ability of CPA to explore new opportunities related to behind the meter clean energy resources.

4. Data Access

- a. Timely and Accurate Access to Customer Data: CPA will pursue administrative and legislative initiatives that will enable CPA to obtain timely and accurate access to its customers' data to improve billing accuracy and inform the development and implementation of customer programs.
- b. Fair Fees for Data Management Services: CPA will pursue administrative and legislative initiatives to ensure that the fees due to Southern California Edison for data access and management are fairly assessed based on data needs and potential technological improvements.

5. Diversity, Equity, Inclusion

- a. Customer Protection: CPA will pursue administrative and legislative initiatives that support the protection of all ratepayers, particularly environmental and social justice communities in CPA's service territory.
- b. Supplier Diversity: CPA will pursue administrative and legislative initiatives that supports supplier diversity in CPA's contracting activities and through women-owned, minority-owned, disabled-veteran-owned, and lesbian, gay, bisexual, and/or transgender owned business enterprises.
- c. Workforce Development: CPA will pursue administrative and legislative initiatives that support workforce development with a focus on new stable, well-paying local jobs, and participation in a just transition to a low-carbon economy.

- d. Energy Equity: CPA will pursue administrative and legislative initiatives that supports increased access to clean energy technologies, clean energy and contracting jobs, and clean energy opportunities for environmental and social justice communities in CPA's service territory.
- e. Access to the Electrical Grid: CPA will pursue administrative and legislative initiatives that support reducing timelines in interconnection and service extensions for new construction, critical services, renewable energy, building decarbonization, and other projects in CPA's service territory.



POLICY TITLE: Legislative Advocacy Policy
POLICY NUMBER: 1055

1055 **Purpose**

The purpose of the policy is to guide [DISTRICT] officials and staff in considering legislative or regulatory proposals that are likely to have an impact on [DISTRICT], and to allow for a timely response to important legislative issues. Although the expenditure of public funds for the purpose of supporting or opposing a ballot measure or candidate is prohibited,¹ the expenditure of public funds is allowed to advocate for or against proposed legislation or regulatory actions which will affect the public agency expending the funds.²

The purpose for identifying Legislative Advocacy Procedures is to provide clear direction to [DISTRICT] staff with regard to monitoring and acting upon bills during state and federal legislative sessions. Adherence to Legislative Advocacy Procedures will ensure that legislative inquiries and responses will be administered consistently with “one voice” as to the identified Advocacy Priorities adopted by the Board of Directors. The Legislative Advocacy Procedures and Advocacy Priorities will provide the [DISTRICT] General Manager, or other designee, discretion to advocate in [DISTRICT] best interests in a manner consistent with the goals and priorities adopted by the Board of Directors. This policy is intended to be manageable, consistent, and tailored to the specific needs and culture of [DISTRICT].

1055.1 **Policy Goals**

- Advocate the [DISTRICT] legislative interests at the State, County, and Federal levels.
- Inform and provide information to the Board of Directors and district staff on the legislative process and key issues and legislation that could have a potential impact on the district.
- Serve as an active participant with other local governments, the California Special Districts Association, and local government associations on legislative and regulatory issues that are important to the district and the region.
- Seek grant and funding assistance for [DISTRICT] projects, services, and programs to enhance services for the community.

1055.2 **Policy Principles**

The Board of Directors recognizes the need to protect [DISTRICT] interests and local control, and to identify various avenues to implement its strategic and long-term goals. It is the policy of [DISTRICT] to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors.

¹ Cal. Gov. Code § 54964.

² Cal. Gov. Code § 53060.5; *Stanson v. Mott* (1976) 17 Cal. 3d 206.





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This policy provides [DISTRICT] General Manager, or other designee, the flexibility to adopt positions on legislation in a timely manner, while allowing the Board of Directors to set Advocacy Priorities to provide policy guidance. The Board of Directors shall establish various Advocacy Priorities and, so long as the position fits within the Advocacy Priorities, staff is authorized to take a position without board approval.

Whenever an applicable Advocacy Priority does not exist pertaining to legislation affecting the [DISTRICT], the matter shall be brought before the Board of Directors at a regularly scheduled board meeting for formal direction from the Board of Directors. [The Board of Directors may choose to establish a standing committee of two Directors, known as the "Legislative Advocacy Committee", with the authority to adopt a position when consideration by the full Board of Directors is not feasible within the time-constraints of the legislative process.]

Generally, the [DISTRICT] will not address matters that are not pertinent to the district's local government services, such as social issues or international relations issues.

1055.3 Legislative Advocacy Procedures

It is the policy of [DISTRICT] to proactively monitor and advocate for legislation as directed by the Advocacy Priorities and by the specific direction of the Board of Directors. This process involves interaction with local, state, and federal government entities both in regard to specific items of legislation and to promote positive intergovernmental relationships. Accordingly, involvement and participation in regional, state, and national organizations is encouraged and supported by the [DISTRICT].

Monitoring legislation is a shared function of the Board of Directors and General Manager or designated staff. The Legislative Advocacy Procedures are the process by which staff will track and respond to legislative issues in a timely and consistent manner. The General Manager, or other designee, will act on legislation utilizing the following procedures:

1. The General Manager or other designee shall review requests that the [DISTRICT] take a position on legislative issues to determine if the legislation aligns with the district's current approved Advocacy Priorities.
2. The General Manager or other designee will conduct a review of positions and analysis completed by the California Special Districts Association and other local government associations when formulating positions.
3. If the matter aligns with the approved priorities, [DISTRICT] response shall be supplied in the form of a letter to the legislative body reviewing the bill or measure. Advocacy methods utilized on behalf of the district, including but not limited to letters, phone calls, emails, and prepared forms, will be



communicated through the General Manager or designee. The General Manager or designee shall advise staff to administer the form of advocacy, typically via letters signed by the General Manager, or designee, on behalf of the Board of Directors.

4. All draft legislative position letters initiated by the General Manager or designee shall state whether the district is requesting "support", "support if amended", "oppose", or "oppose unless amended" action on the issue, and shall include adequate justification for the recommended action. If possible, the letter should include examples of how a bill would specifically affect the district, e.g. "the funding the district will lose due to this bill could pay for X capital improvements."
 - a. Support – legislation in this area advances the district's goals and priorities.
 - b. Oppose – legislation in this area could potentially harm, negatively impact or undo positive momentum for the district, or does not advance the district's goals and priorities.
5. The General Manager may also provide a letter of concern or interest regarding a legislative issue without taking a formal position on a piece of legislation. Letters of concern or interest are to be administered through the General Manager or designee.
6. When a letter is sent to a state or federal legislative body, the appropriate federal or state legislators representing the [DISTRICT] shall be included as a copy or "cc" on the letter. The appropriate contacts at the California Special Districts Association and other local government associations, if applicable, shall be included as a cc on legislative letters.
7. A position may be adopted by the General Manager or designee if any of the following criteria is met:
 - a. The position is consistent with the adopted Advocacy Priorities;
 - b. The position is consistent with that of organizations to which the district is a member, such as the California Special Districts Association; or
 - c. The position is approved by the Board of Directors [or the Legislative Advocacy Committee].
8. All legislative positions adopted via a process outside of a regularly scheduled Board Meeting shall be communicated to the Board of Directors at the next regularly scheduled Board Meeting. When appropriate, the General Manager or other designee will submit a report (either written or verbal) summarizing activity on legislative measures to the Board of Directors.

1055.4 Advocacy Priorities

Revenue, Finances, and Taxation

Ensure adequate funding for special districts' safe and reliable core local service delivery. Protect special districts' resources from the shift or diversion of revenues without the consent of the affected districts. Promote



the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies. Protect and preserve special districts' property tax allocations and local flexibility with revenue and diversify local revenue sources.

Support opportunities that allow the district to compete for its fair share of regional, state, and federal funding, and that maintain funding streams. Opportunities may include competitive grant and funding programs. Opportunities may also include dedicated funding streams at the regional, state, or federal levels that allow the district to maximize local revenues, offset and leverage capital expenditures, and maintain district goals and standards.

Governance and Accountability

Enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant or one-size-fits all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preferences of each community.

Oppose additional public meeting and records requirements that unnecessarily increase the burden on public resources without effectively fostering public engagement and enhancing accountability of government agencies.

Promote local-level solutions, decision-making, and management concerning service delivery and governance structures while upholding voter control and maintaining LAFCO authority over local government jurisdictional reorganizations and/or consolidations.

Human Resources and Personnel

Promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees.

Maintain special districts' ability to exercise local flexibility by minimizing state mandated contract requirements. Oppose any measure that would hinder the ability of special districts to maximize local resources and efficiencies through the use of contracted services.

Infrastructure, Innovation, and Investment

Encourage prudent planning for investment and maintenance of innovative long-term infrastructure. Support the contracting flexibility and fiscal tools and incentives needed to help special districts meet California's changing



demands. Promote the efficient, effective, and sustainable delivery of core local services.

Prevent restrictive one-size-fits-all public works requirements that increase costs to taxpayers and reduce local flexibility.