

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



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

**Tuesday, December 13, 2016
Closed Session 5:00 pm
Open Session 6:30 pm**

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

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

and

**Mayor Pro Tem Rachelle Arizmendi
via teleconference from Kimpton Hotel Monaco
700 F Street NW, Washington, DC 20004**

and

**Council Member Denise Delmar
via teleconference from Double Tree Hotel
2050 Gateway Place
San Jose, CA 95110**

PUBLIC COMMENT

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

PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

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

PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

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

CLOSED SESSION

CALL TO ORDER/ROLL CALL Mayor Goss, Mayor Pro Tem Arizmendi, Council Member Capoccia, Council Member Delmar, and Council Member Harabedian

PUBLIC COMMENT Regarding Closed Session Items

RECESS TO CLOSED SESSION REGARDING:

PERSONNEL

Public Employee Appointment pursuant to Government Code Section 54957

Title: City Manager

OPEN SESSION

CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL Mayor Goss, Mayor Pro Tem Arizmendi, Council Members Capoccia, Delmar, and Harabedian

PLEDGE OF ALLEGIANCE AND INVOCATION/INSPIRATION Council Member John Capoccia

REPORT OUT FROM CLOSED SESSION City Attorney report from the closed session.

APPROVAL OF AGENDA Vote of the Council to proceed with City business.

APPROVAL OF MINUTES Approval of minutes from the [November 22, 2016](#) City Council meeting.

MAYOR AND CITY COUNCIL REPORTS Council Member activities relating to City business.

PUBLIC COMMENT Regarding items not on the Agenda.

PRESENTATION Presentation by Sierra Madre Rose Float Association and introduction of Sierra Madre Rose Float Princesses

ACTION ITEMS

1. **CONSENT**

- a) **[ADOPTION OF RESOLUTION 16-74 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS](#)**

Recommendation that the City Council approve Resolution 16-74 for approval of payment of City Warrants in aggregate amount of \$364,482.13; Library warrants in the aggregate amount of \$2,584.56 , and payroll transfer in the aggregate amount of \$315,918.19 for fiscal year ending June 2017.

b) CONSIDERATION OF RESOLUTION 16-75, CASTING SIERRA MADRE'S VOTE FOR COUNCIL MEMBER MARGARET CLARK TO REPRESENT CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL VALLEY BASIN WATER QUALITY AUTHORITY

Recommendation that the City Council approve Resolution 16-75 casting Sierra Madre's vote for Rosemead Council Member Margaret Clark for the San Gabriel Basin Water Quality Authority Board for cities without pumping rights.

c) RECOMMENDATION TO APPROVE PARTICIPATION IN US BUREAU OF RECLAMATION WATER SMART GRANT PROGRAM AND COMMITMENT OF \$75,000 IN FUNDING FOR REQUIRED LOCAL MATCHING FUNDS

Recommendation that the City Council approve participation in the US Bureau of Reclamation Water Smart Grant Program for funding of AMI installation in the City; and the commitment of \$75,000 in City funds as the required local match should the grant application be successful; and the issuance of a letter of support for the grant application to be signed by the Mayor on behalf of the City.

PUBLIC HEARINGS

2. MILLS ACT CONTRACT: AN APPLICATION TO CONSIDER APPROVAL OF A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 101 W. BONITA AVENUE

Recommendation that the City Council conduct a public hearing, receive testimony, and approve Resolution 16-73, a Resolution of the City Council of Sierra Madre approving a Mills Act contract for the property located at 101 W. Bonita Avenue, known as the "Webster House"

3. CONSIDERATION OF RESOLUTION 16-66 CANCELLING THE SIERRA MADRE PUBLIC LIBRARY ADA ACCESS PROJECT AND APPROVING THE EXPENDITURE OF UP TO \$136,689 IN FEDERAL CDBG GRANT FUNDS ON THE INSTALLATION OF ADA-COMPLIANT PLAYGROUND SAFETY SURFACING IN THREE CITY PARKS

Recommendation that the City Council conduct a public hearing, receive testimony, and approve Resolution 16-66, a Resolution of the City Council of Sierra Madre cancelling the Sierra Madre Public Library ADA Access Project and approving the expenditure of up to \$136,689 in Federal CDBG Grant Funds on the installation of ADA-Compliant Playground Safety surfacing in three City parks.

4. URGENCY ORDINANCE 1383-u OF THE CITY COUNCIL AMENDING TITLE 17, CHAPTER 17.22 OF THE SIERRA MADRE MUNICIPAL CODE TO COMPLY WITH STATE REQUIREMENTS FOR ACCESSORY DWELLING UNITS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 65582.1, 65583.1, 65589.4, 65852.2, 65852.150, AND 66412.2

Recommendation that the City Council conduct a public hearing, receive testimony, and approve adopt Urgency Ordinance 1383-u, amending Title 17, Chapter 17.22 of the Sierra Madre Municipal Code to comply with State requirements for accessory dwelling units and declaring the urgency thereof in accordance with Government Code Sections 65582.1, 65583.1, 65589.4, 65852.2, 65852.150, and 66412.2.

ITEMS FOR DISCUSSION

5. **[2017 FIELD USE MEMORANDUM OF UNDERSTANDING \(MOU\)](#)** Recommendation that the City Council approve the 2017 Field Use Agreement Memorandum of Understanding

6. **[ENHANCED WATERSHED MANAGEMENT PROGRAM \(EWMP\) MEMORANDUM OF UNDERSTANDING, FIRST AMENDMENT](#)** Recommendation that the City Council authorize Interim City Manager Elaine Aguilar to sign the First Amendment of the Memorandum of Understanding to continue the implementation of the Rio Hondo/San Gabriel Valley River Water Quality Group's Enhanced Watershed Management Program (EWMP).

ACTION ITEMS

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

PUBLIC HEARING

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

AVAILABILITY OF AGENDA MATERIALS

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

LIVE BROADCASTS

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

MEETING ASSISTANCE

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

ADJOURNMENT

The City Council will adjourn to a Regular Meeting at this same place on Tuesday, January 10, 2017.

MINUTES

Agenda - Regular Meeting of the Sierra Madre City Council,
Successor Agency and Public Finance Authority
Tuesday, November 22, 2016 – 6:30 p.m.
City Hall Council Chambers, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024

At 6:30 p.m., Assistant to the City Manager Laura Aguilar read the roll, noting that all City Council members were present except for Council Member Denise Delmar who was excused.

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

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

Absent: Council Member Denise Delmar (Excused)
City Clerk Melinda Carrillo (Excused)

Also Present: Elaine Aguilar, City Manager
Teresa Highsmith, City Attorney
Vincent Gonzalez, Director of Planning and Community Preservation
Marcie Medina, Finance Director
Steve Heydorff, Fire Chief
Bruce Inman, Director of Public Works
James Carlson, Management Analyst
Miguel Hernandez, Personnel Analyst
Joe Ortiz, Captain, Sierra Madre Police Department
Mike Amerio, City Treasurer
Laura Aguilar, Assistant to the City Manager

PLEDGE OF ALLEGIANCE AND INVOCATION/INSPIRATION:

Mayor Pro Tem Rachele Arizmendi led the Pledge of Allegiance and gave thanks, acknowledging the upcoming Thanksgiving holiday.

APPROVAL OF AGENDA

Moved: Council Member John Capoccia

Seconded: Council Member John Harabedian

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

Noes: None

Absent: Council Member Denise Delmar

PRESENTATIONS:

- Presentation to retiring Public Works Director Bruce Inman. Mayor Goss honored and presented Director Inman with a Certificate of Recognition and Sierra Madre Plaque.
- Presentation to retiring City Manager Elaine Aguilar. Mayor Goss honored and presented City Manager Aguilar with a Certificate of Recognition and Sierra Madre Plaque.

PUBLIC COMMENT ON NON-AGENDA ITEMS:

- Library Trustee Richard Proctor spoke on the “Read Program” and discussed Library events.

Mayor Goss closed public comment.

AGENDA ACTION ITEMS:

City Manager Elaine Aguilar gave the following reports under the Consent Calendar:

1. CONSENT CALENDAR

a) ADOPTION OF RESOLUTION 16-70 OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE APPROVING CERTAIN DEMANDS

Recommendation that the City Council approve Resolution 16-70 for approval of payment of City Warrants in aggregate amount of \$222,994.87; Library warrants in the aggregate amount of \$4,273.62, and payroll transfer in the aggregate amount of \$295,082.21 for Fiscal Year ending June 2017.

b) MEDICARE RE-VALIDATION

Recommendation that the City Council re-validate the City’s Medicare enrollment and authorize City staff to submit a letter of fiscal responsibility.

Mayor Goss opened for public comment. Seeing no one come forward, Mayor Goss closed public comment.

MOTION TO APPROVE CONSENT CALENDAR AS PRESENTED:

Moved: Council Member John Capoccia

Seconded: Mayor Pro Tem Rachele Arizmendi

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

Noes: None

Absent: Council Member Denise Delmar

ITEMS FOR DISCUSSION

2. RECOMMENDATION TO APPROVE A REQUEST FROM CROWN CASTLE FOR A LEASE EXTENSION FOR TWO EXISTING CELL TOWERS AT THE CITY MAINTENANCE YARD

Recommendation that the City Council approve extensions of two existing Crown Castle cellular communications site leases on City property and direct the City Manager to execute lease extension documents on behalf of the City.

Public Works Director Bruce Inman presented the staff report.

Mayor Goss opened for public comment. Seeing no one come forward, Mayor Goss closed public comment.

The City Council discussed extending a lease for two existing cell towers at the City Maintenance Yard and did not approve the lease extensions.

3. RECOMMENDATION FOR THE APPROPRIATION OF WATER CONSERVATION GRANT FUNDS FROM SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

Recommendation that the City Council approve the appropriation of \$62,312.25 in water conservation funds from the San Gabriel Valley Municipal Water District to assist in the deployment of Advanced Metering Infrastructure.

Public Works Director Bruce Inman presented the staff report.

Mayor Goss opened for public comment.

Sierra Madre resident Barbara Lee Cline came forward. Ms. Cline indicated she prefers the funds be appropriated to resident landscape removal versus using the money for smart meters.

Seeing no one else come forward, Mayor Goss closed public comment.

The City Council discussed appropriation of \$62,312.25 in water conservation funds from the San Gabriel Valley Municipal Water District to assist in the deployment of Advanced Metering Infrastructure (AMI.) The Council decided to assess a \$25.00 charge for customers who request the installation of a meter; and directed that Staff implement Alternative #3 from the agenda report: The funds available from the SGVMWD water conservation grant can be used to provide AMI water meter conversions to approximately 220 Sierra Madre water customers who are identified as “threshold over users” on a voluntary basis, and upon payment of \$25.00. Any meters remaining after 30 days, can be distributed to any water customer requesting a meter on a first-come-first serve basis, and Staff was directed to maintain a waiting list of customers.

Motion to approve by Council Member John Harabedian

Seconded by Mayor Pro Tem Rachelle Arizmendi

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

Noes: None

Absent: Council Member Denise Delmar

4. CONSIDERATION OF RESOLUTION 16-71 ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND CLASSIFIED EMPLOYEES ASSOCIATION AND ADOPT RESOLUTION 16-72 AMENDING THE CLASSIFICATION PLAN AND SALARY MATRIX

Recommendation that the City Council approve Resolution 16-71 adopting the Memorandum of Understanding between the City and Classified Employees Association and adopting Resolution 16-72 amending the Classification Plan and Salary Matrix to implement the negotiated cost of living adjustments for full-time employees covered under the Classified Employees Association, Management, Confidential-Exempt, and unrepresented full-time Fire Captains.

Human Resources Personnel Analyst presented the staff report.

Mayor Goss opened for public comment. Seeing no one come forward, Mayor Goss closed public comment.

Motion to approve by Council Member John Capoccia

Seconded by Council Member John Harabedian

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

Noes: None

Absent: Council Member Denise Delmar

5. CONSIDERATION OF EMPLOYMENT AGREEMENT AND A RESOLUTION FOR AN EXCEPTION TO THE 180-DAY WAIT PERIOD FOR POST-RETIREMENT EMPLOYMENT FOR THE POSITION OF INTERIM CITY MANAGER

Recommendation that the City Council approve Resolution 16-69 appointing CalPERS retired annuitant Elaine Aguilar to Interim City Manager and approving the employment agreement with PERS annuitant for Interim City Manager.

Human Resources Personnel Analyst presented the staff report.

Mayor Goss opened for public comment. Seeing no one come forward, Mayor Goss closed public comment.

Motion to approve by Mayor Pro Tem Rachelle Arizmendi

Seconded by Council Member John Capoccia

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

Noes: None

Absent: Council Member Denise Delmar

ITEMS PLACED FOR FUTURE AGENDA:

No items were requested for future meetings.

CITY COUNCIL MEETING ADJOURNED at 7:55 p.m.

Moved: Council Member John Harabedian

Seconded: Mayor Pro Tem Rachelle Arizmendi

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

Noes: None

Absent: Council Member Denise Delmar

Gene Goss, Mayor

Minutes taken and typed by:

Laura M. Aguilar
Assistant to the City Manager

Reviewed by

Melinda Carrillo
City Clerk

RESOLUTION NUMBER 16 – 74

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sierra Madre does hereby approve payment of City Warrants in the aggregate amount of \$364,482.13; Sierra Madre Library Warrants in aggregate amount of \$2,584.56 and Payroll Transfer in the aggregate amount of \$315,918.19 the fiscal year ending June 30, 2017.

APPROVED AND ADOPTED this 13th day of December, 2016.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 16 – 74 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 13th day of December, 2016.

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Sierra Madre, California

**City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of December 13, 2016**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants	\$364,482.13
Sierra Madre Library Warrants	\$2,584.56
Payroll #24 Transfer.....	\$315,918.19

Warrant Register 12/13/16**Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY 1617	Manual Warrants	5,373.63	1
FY 1617	General Warrants - Utility Bills	3,974.31	2
FY 1617	General Warrants	355,134.19	3-11
	Total	364,482.13	

Fiscal Year	Description	Amount	
FY 1617	Library Warrants	2,584.56	12
	Total	2,584.56	

Date: 12/1/2016	Payroll #24 Electronic Tansfers From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.	\$315,918.19	
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City of Sierra Madre, CA

Check Approval

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Packet: APPKT03216 - UTY113016
Vendor Set: 01 - Vendor Set 01

Check Date: 11/30/2016

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 10000 - GENERAL FUND					
<u>0641</u>	AT&T				
APBWEST	Check	<u>62691178140662-110</u>	RADIO POWER MONTH MAINT	10000.50000.52200	345.25
Fund 10000 Total:					345.25
Fund: 60001 - INT SVC FND - FACILITIES MGT					
<u>0129</u>	AT&T				
APBWEST	Check	<u>81829102416611-110</u>	TELECOM DIV 911 PGRM	60001.83200.55005	159.57
<u>VEN02792</u>	FRONTIER CALIFORNIA INC				
APBWEST	Check	<u>31016998450619065</u>	TELEPHONE 11/16-12/15/16	60001.83200.55005	85.99
<u>VEN02715</u>	MCI COMM SERVICE				
APBWEST	Check	<u>7N872325-111116</u>	TELEPHONE	60001.83200.55005	36.75
<u>1749</u>	PACIFIC TELEMAGEMENT SERVICE				
APBWEST	Check	<u>879647</u>	PAYPHONE PD	60001.83200.55005	82.64
<u>0942</u>	TELEPACIFIC COMMUNICATIONS				
APBWEST	Check	<u>84805810-0</u>	PHONE SERVICES- 11/23-12/22/16	60001.83200.55005	3,449.47
Fund 60001 Total:					3,814.42
Fund: 60002 - INT SVC FND - ADMINISTRATION					
<u>1659</u>	TOTALFUNDS BY HASLER				
APBWEST	Check	<u>79000011002367830</u>	Postage Refill	60002.30000.53101	1,023.72
Fund 60002 Total:					1,023.72
Fund: 60003 - INT SVC FND - TECHNOLOGY					
<u>1439</u>	TIME WARNER CABLE				
APBWEST	Check	<u>8448300220027467-1</u>	CABLE SVC -FIRE DEPT	60003.30000.52200	55.25
<u>VEN02100</u>	TIME WARNER CABLE-BROADBAND				
APBWEST	Check	<u>040107401-110116</u>	BROADBAND HSD/1101-113016	60003.30000.52200	134.99
Fund 60003 Total:					190.24
Report Total:					5,373.63



City of Sierra Madre, CA

Check Approval

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Packet: APPKT03232 - UTY & CM 121316
Vendor Set: 01 - Vendor Set 01

Check Date: 12/07/2016

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 10000 - GENERAL FUND					
<u>1578</u>	PETTY CASH FUND-LIBRARY				
APBWEST	Check	<u>INV019601</u>	FRAME FOR LIBRARY DISPLAY	10000.90000.53999	24.51
Fund 10000 Total:					24.51
Fund: 39006 - FRIENDS OF THE LIBRARY DONATION FUND					
<u>1578</u>	PETTY CASH FUND-LIBRARY				
APBWEST	Check	<u>INV019600</u>	SUPPLIES FOR CHILDREN'S CRAFT PROGRAM	39006.90000.53999	29.43
		<u>INV019598</u>	SUPPLIES FOR ADULT LIBRARY PROGRAMS	39006.90000.53999	34.25
		<u>INV019599</u>	SUPPLIES FOR ADULT BOOK CLUB LIBRARY PRO	39006.90000.53999	9.08
Fund 39006 Total:					72.76
Fund: 60001 - INT SVC FND - FACILITIES MGT					
<u>0129</u>	AT&T				
APBWEST	Check	<u>81824637835914-11</u>	TELECOM DIV 911 11/23-12/22/16	60001.83200.55005	141.24
<u>VEN02792</u>	FRONTIER CALIFORNIA INC				
APBWEST	Check	<u>31000157630511995</u>	PHONE SVC	60001.83200.55005	140.35
		<u>20915157430511995</u>	PHONE CHGS LA CNTY SHERF	60001.83200.55005	242.46
<u>0835</u>	SPRINT				
APBWEST	Check	<u>922935083-112516</u>	LONG DIST PH CHGS	60001.83200.55005	118.37
<u>0642</u>	VERIZON WIRELESS - LA				
APBWEST	Check	<u>9776028651</u>	CELL PH SVC 10/26-11/25/16	60001.83200.55005	947.35
Fund 60001 Total:					1,589.77
Fund: 60003 - INT SVC FND - TECHNOLOGY					
<u>VEN02262</u>	GLOBAL CAPACITY				
APBWEST	Check	<u>49559926</u>	DSL CHGS MON 11/30/16	60003.30000.52200	1,298.70
<u>1439</u>	TIME WARNER CABLE				
APBWEST	Check	<u>8448300220137019-1</u>	CABLE SVC	60003.30000.52200	151.26
		<u>8448300220179789-1</u>	INTERNET LA CNTY ISD WAN GRP	60003.30000.52200	837.31
Fund 60003 Total:					2,287.27
Report Total:					3,974.31



Packet: APPKT03234 - GEN 121316
Vendor Set: 01 - Vendor Set 01

Check Date: 12/07/2016

Table with columns: Vendor Number, Vendor Name, Bank Code, Payment Type, Invoice #, Invoice Description, Account Number, Distribution Amount. Includes entries for vendors like AIRFLOW APPLIANCE REPAIR INC, ALLSTAR FIRE EQUIPMENT, INC., ANDREA WALSH, ARNOLD'S FRONTIER HARDWARE, BEE CATCHERS INC, BLUE DIAMOND MATERIALS, CALIF. MUNICIPAL TREASURER'S ASSOCIATION, CALIFORNIA PARK & RECREATION SOCIETY, CITY OF PASADENA, CLEARS INC, COLANTUONO, HIGHSMITH & WHATLEY, PC, CYNTHIA SIRLIN, DAPEER, ROSENBLIT & LITVAK, LLP, and DONNA CAYSON.

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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APBWEST	Check	<u>87449191</u>	Training/ Dana Point-- Double Tree Suites	10000.50000.52205	536.84
<u>VEN01977</u>	DOOLEY ENTERPRISES, INC.				
APBWEST	Check	<u>53356</u>	AMMUNITION	10000.50000.53302	1,922.54
<u>1648</u>	EL NATIVO GROWERS INC				
APBWEST	Check	<u>SI-68620</u>	PLANTS	10000.83300.53001	159.14
<u>1157</u>	EMBLEM ENTERPRISES, INC.				
APBWEST	Check	<u>665627</u>	LOGO VECTOR ART	10000.61000.53999	75.00
<u>VEN01708</u>	EXSTREEM PEST CONTROL				
APBWEST	Check	<u>10538</u>	PEST CONTROL BEES	10000.83300.52200	159.00
<u>1455</u>	FIRST TRANSIT INC				
APBWEST	Check	<u>11284182A</u>	Creative Arts Group Scarecrow Festival Buses	10000.70000.53999	598.38
<u>VEN01613</u>	GANAHL LUMBER COMPANY				
APBWEST	Check	<u>R739116</u>	SMALL TOOLS	10000.83500.53205	468.68
		<u>R744269</u>	SMALL TOOLS	10000.83500.53205	38.50
		<u>R738002</u>	LUMBER AND HARDWARE	10000.83500.53206	151.64
<u>VEN02899</u>	GLOBAL MED INDUSTRIES LLC				
APBWEST	Check	<u>HS184375</u>	ZOLL DEFIBRILLATORS	10000.61000.53300	315.17
		<u>HS184368</u>	ZOLL DEFIBRILLATORS	10000.61000.53300	1,234.83
		<u>HS184375</u>	ZOLL DEFIBRILLATORS	10000.61000.53999	2,429.83
		<u>HS184368</u>	ZOLL DEFIBRILLATORS	10000.61000.53999	9,520.17
<u>0833</u>	HOME DEPOT				
APBWEST	Check	<u>101421</u>	HOME DEPOT CC	10000.61000.53204	31.62
<u>0913</u>	IRWINDALE INDUSTRIAL CLINIC				
APBWEST	Check	<u>2130-696474</u>	Physicals	10000.50000.52106	95.00
				10000.61000.52106	605.00
<u>0397</u>	KEVORK TCHARKHOUTIAN				
APBWEST	Check	<u>16-212</u>	CITY ENGINEER SERVICES PLAN CHECK	10000.82000.52100	2,640.00
		<u>16-1201</u>	RETAINER	10000.82000.52100	800.00
<u>1280</u>	L.A. COUNTY AUDITOR-CONTROLLER				
APBWEST	Check	<u>17ME0136</u>	Autopsy Report	10000.50000.53304	26.00
<u>0266</u>	L.A. COUNTY SHERIFF'S DEPT.				
APBWEST	Check	<u>171342NH</u>	SHERIFF 84 HRS LAW ENF SERVICES	10000.50000.52200	97,940.11
<u>0515</u>	LANDSCAPE WAREHOUSE				
APBWEST	Check	<u>2507863</u>	IRRIGATION AND PARK SUPPLIES	10000.83300.53001	355.38
		<u>2507343</u>	IRRIGATION AND PARK SUPPLIES	10000.83300.53001	79.37
		<u>2508145</u>	IRRIGATION AND PARK SUPPLIES	10000.83300.53001	7.85
		<u>2508144</u>	IRRIGATION AND PARK SUPPLIES	10000.83300.53001	18.26
		<u>2507374</u>	IRRIGATION AND PARK SUPPLIES	10000.83300.53001	48.03
<u>0274</u>	LEAGUE OF CALIFORNIA CITIES				
APBWEST	Check	<u>3315</u>	League of CA Cities Dues FY 16/17	10000.11000.53402	1,081.50
<u>2008</u>	LEXIPOL LLC				
APBWEST	Check	<u>18406</u>	POLICY MANUAL	10000.61000.52100	2,842.00
				10000.64000.52100	2,842.00
<u>0640</u>	LIFE-ASSIST INC.				
APBWEST	Check	<u>772712</u>	EMS SUPPLIES	10000.64000.53300	242.40
<u>0439</u>	LOS ANGELES COUNTY CLERK				
APBWEST	Check	<u>162137</u>	General Law City Election - April 2016 Election	10000.12000.52207	773.18
<u>1065</u>	MAIL BOX & POSTAL				
APBWEST	Check	<u>241039</u>	Shipping and Postage	10000.50000.53101	138.88
<u>VEN02897</u>	MARK HOUSTON				
APBWEST	Check	<u>INV019506</u>	Refund of fee charged in error	10000.40000.47012	528.59
<u>VEN02738</u>	MODERN TOUCH WINDOW FILMS, INC				
APBWEST	Check	<u>6777</u>	Tinting of 2009 Ford	10000.50000.53300	175.00
<u>0786</u>	OFFICE DEPOT, INC				
APBWEST	Check	<u>879516210001</u>	Office supplies	10000.50000.53100	206.04
		<u>878383071001</u>	Office supplies	10000.50000.53100	276.85
		<u>877808671001</u>	Office supplies	10000.50000.53100	327.95
		<u>880648938001</u>	OFFICE SUPPLIES	10000.61000.53100	1,122.45
		<u>880649275001</u>	OFFICE SUPPLIES	10000.61000.53100	3.59
		<u>876985394002</u>	Office Supplies	10000.70000.53100	33.78
		<u>877671565001</u>	Office Supplies	10000.70000.53100	15.15

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Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APBWEST	Check	<u>876986321001</u>	Office Supplies	10000.70000.53100	15.15
				<u>876985394001</u>	Office Supplies	10000.70000.53100	127.33
				<u>876986322001</u>	Office Supplies	10000.70000.53100	30.30
				<u>876986320001</u>	Office Supplies	10000.70000.53100	6.52
<u>0323</u>	PASADENA HUMANE SOCIETY						
		APBWEST	Check	<u>DEC2016CtySM</u>	Animal Control Services	10000.50000.52004	2,317.50
<u>VEN01608</u>	PHOENIX GROUP INFORMATION SYSTEMS						
		APBWEST	Check	<u>102016200</u>	Parking Citation Services	10000.50000.52200	838.76
<u>VEN02909</u>	POLICE EXECUTIVE RESEARCH FORUM						
		APBWEST	Check	<u>INV019509</u>	PERF MEMBER DUES	10000.50000.53409	200.00
<u>1483</u>	PRO PRINTING INC						
		APBWEST	Check	<u>46408</u>	Business Cards	10000.11000.53999	154.52
				<u>46561</u>	Business Cards for PD	10000.50000.53102	61.04
<u>1032</u>	PUENTE READY MIX, INC.						
		APBWEST	Check	<u>83517</u>	READY MIX	10000.83600.53211	379.40
<u>0347</u>	ROAD AMERICA, INC.						
		APBWEST	Check	<u>29622</u>	2018 Parking Stickers(Permit Decals) -ESTIMATI	10000.50000.52200	1,189.86
<u>1443</u>	SHRED-IT						
		APBWEST	Check	<u>8121171925</u>	Document shredding services	10000.50000.52200	604.72
				<u>8121224872</u>	Document shredding services	10000.50000.52200	602.00
<u>1277</u>	STEPHEN HEYDORFF						
		APBWEST	Check	<u>INV019569</u>	FIREFIGHTER INTERVIEWERS LUNCH	10000.61000.52205	38.65
<u>VEN02444</u>	SUPERIOR COURT OF CA, CO OF L. A.						
		APBWEST	Check	<u>740A-NOV16</u>	County Treasurer Payments	10000.50000.52200	2,674.50
<u>VEN02018</u>	SUZETTE OTLEWIS						
		APBWEST	Check	<u>INV019571</u>	CE/QI SERVICES-NOV 2016	10000.64000.52205	500.00
<u>VEN02631</u>	THE CODE GROUP INC						
		APBWEST	Check	<u>72443</u>	Planning Consultant	10000.40000.52200	4,125.00
				<u>71951</u>	Planning Consultant	10000.40000.52200	4,125.00
<u>VEN02863</u>	THE COUNSELING TEAM INTERNATIONAL						
		APBWEST	Check	<u>32553</u>	Psychological Assessments	10000.50000.52100	300.00
<u>0404</u>	TOM'S UNIFORMS						
		APBWEST	Check	<u>5910</u>	Uniforms Dispatcher/ Name Plates	10000.50000.53303	19.62
				<u>5500</u>	UNIFORMS FOR PD	10000.50000.53303	154.74
				<u>5786</u>	Uniforms Dispatcher/ Name Plates	10000.50000.53303	190.21
				<u>5773</u>	UNIFORMS FOR PD	10000.50000.53303	93.74
				<u>5903</u>	UNIFORMS FOR PD	10000.50000.53303	19.62
<u>VEN02911</u>	WM LAMPTRACKER INC						
		APBWEST	Check	<u>0000895-2819-4</u>	MEDICAL WASTE	10000.64000.53300	556.00
<u>1387</u>	ZOLL MEDICAL CORP						
		APBWEST	Check	<u>2443614</u>	EMS SUPPLIES	10000.64000.53300	996.06
Fund 10000 Total:							177,299.79
Fund:	37004 - LOCAL TRANSPORTATION/PROP A						
<u>1455</u>	FIRST TRANSIT INC						
		APBWEST	Check	<u>11284182</u>	Dial-a-Ride & Gateway Coach Transportation Ser	37004.70000.52203	11,811.41
<u>1717</u>	LACMTA						
		APBWEST	Check	<u>800065828</u>	Senior Disable Tap Card	37004.70000.52001	126.00
<u>0267</u>	REGIONAL TAP SERVICE CENTER						
		APBWEST	Check	<u>6003113</u>	Tap Card	37004.70000.52001	140.00
Fund 37004 Total:							12,077.41
Fund:	37006 - SENIOR CENTER						
<u>1717</u>	LACMTA						
		APBWEST	Check	<u>800065828</u>	Senior Disable Tap Card	37006.72000.52999	54.00
<u>0786</u>	OFFICE DEPOT, INC						
		APBWEST	Check	<u>876985394001</u>	Office Supplies	37006.72000.52200	402.22
Fund 37006 Total:							456.22
Fund:	37007 - SM COMMUNITY FOUNDATION						
<u>VEN02683</u>	CAL BLEND SOILS INC						
		APBWEST	Check	<u>58128</u>	CITY HALL LANDSCAPE MATERIAL	37007.83200.52209	218.00
<u>VEN02778</u>	FORMLA LANDSCAPING INC						

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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
	APBWEST	Check			
		<u>26883</u>	CITY HALL LANDSCAPE PROFESSIONAL SERVICES	37007.83200.52209	136.25
		<u>26790</u>	CITY HALL LANDSCAPE PROFESSIONAL SERVICES	37007.83200.52209	1,098.46
<u>1466</u>	UNITED SITE SERVICES OF CA INC				
	APBWEST	Check			
		<u>114-4715343</u>	Portable Restroom for Sierra Madre Sport Leagu	37007.70000.52999	116.90
		<u>114-4641897</u>	Portable Restroom for Sierra Madre Sport Leagu	37007.70000.52999	116.90
Fund 37007 Total:					1,686.51
Fund:	38004 - ENVIRONMENTAL FUND				
<u>0574</u>	WEST COAST ARBORISTS, INC.				
	APBWEST	Check			
		<u>120438</u>	ANNUAL TREE MAINTENANCE	38004.83300.52200	4,320.00
Fund 38004 Total:					4,320.00
Fund:	38006 - BIKEWAY/SIDEWALK FUND				
<u>1032</u>	PUENTE READY MIX, INC.				
	APBWEST	Check			
		<u>83517</u>	READY MIX	38006.83600.53211	1,044.00
Fund 38006 Total:					1,044.00
Fund:	40000 - CAPITAL PROJECTS FUND				
<u>VEN02889</u>	AVTEC, INC				
	APBWEST	Check			
		<u>30256</u>	SMPD Radio Console Project/ Quotation	40000.50000.56009	64,484.92
Fund 40000 Total:					64,484.92
Fund:	60000 - INT SVC FND - FLEET				
<u>1550</u>	ARCADIA SMOG TEST ONLY INC				
	APBWEST	Check			
		<u>17871</u>	SMOG TEST	60000.83100.53208	40.00
		<u>17779</u>	SMOG TEST	60000.83100.53208	40.00
		<u>18090</u>	SMOG TEST	60000.83100.53208	40.00
		<u>17990</u>	SMOG TEST	60000.83100.53208	40.00
		<u>17894</u>	SMOG TEST	60000.83100.53208	40.00
		<u>17792</u>	SMOG TEST	60000.83100.53208	40.00
		<u>17769</u>	SMOG TEST	60000.83100.53208	40.00
		<u>17741</u>	SMOG TEST	60000.83100.53208	40.00
		<u>17970</u>	SMOG TEST	60000.83100.53208	40.00
		<u>17803</u>	SMOG TEST	60000.83100.53208	40.00
		<u>17880</u>	SMOG TEST	60000.83100.53208	40.00
		<u>17788</u>	SMOG TEST	60000.83100.53208	40.00
<u>0741</u>	BEAR FRAME & WHEEL #3				
	APBWEST	Check			
		<u>69800</u>	VEHICLE MAINTENANCE	60000.83100.53208	98.15
<u>0207</u>	ERNIE'S AUTO PARTS				
	APBWEST	Check			
		<u>14IN253780</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	56.51
		<u>14CR041889</u>	CM FOR DEF RET ORG INV#14IN251311	60000.83100.53208	-1.92
		<u>14IN254877</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	121.25
		<u>14IN254172</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	203.93
		<u>14IN254248</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	204.16
		<u>14IN254814</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	113.45
		<u>14IN253609</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	81.13
		<u>14IN252859</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	55.46
		<u>14IN255593</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	63.88
		<u>14IN252431</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	21.69
		<u>14IN252487</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	37.56
		<u>14IN252596</u>	VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	133.58
<u>0937</u>	INTERSTATE BATTERY SYSTEM OF				
	APBWEST	Check			
		<u>50132044</u>	CAR BATTERIES	60000.83100.53208	116.93
<u>1454</u>	JDS TANK TESTING & REPAIR INC				
	APBWEST	Check			
		<u>9659</u>	TANK TESTING AND MAINTENANCE	60000.83100.55001	481.76
		<u>9557</u>	TANK TESTING AND MAINTENANCE	60000.83100.55001	1,257.25
<u>0321</u>	PARKHOUSE TIRE, INC.				
	APBWEST	Check			
		<u>1010531970</u>	TIRES AND LABOR	60000.83100.53208	365.31
<u>0360</u>	QUINN COMPANY				
	APBWEST	Check			
		<u>PC810761351</u>	HEAVY EQUIPMENT PARTS	60000.83100.53208	65.66
<u>VEN01726</u>	SIERRA CHRYSLER				
	APBWEST	Check			
		<u>24925</u>	VEHICLE PARTS AND SERVICES	60000.83100.53208	105.46
<u>0403</u>	TRIANGLE TRUCK PARTS				
	APBWEST	Check			
		<u>307385</u>	TRUCK EQUIPMENT AND PARTS	60000.83100.53208	69.54

Packet: APPKT03234 - GEN 121316

Vendor Set: 01 - Vendor Set 01

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Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 60001 - INT SVC FND - FACILITIES MGT							
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE						
APBWEST	Check			<u>076687</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	17.43
				<u>076934</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	30.74
				<u>076729</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	8.74
				<u>076968</u>	RETURN ON 1 SEWER POPPER	60001.83200.53200	-35.96
				<u>076806</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	130.78
				<u>076509</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	18.52
				<u>076560</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	44.65
				<u>076606</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	11.39
				<u>076800</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	103.52
				<u>076727</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	6.02
				<u>076617</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	20.67
				<u>076906</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	11.33
				<u>076641</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	26.01
				<u>076521</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	26.15
				<u>076723</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	10.66
				<u>076595</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	70.26
				<u>076931</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	26.56
				<u>076533</u>	FACILITIES MAINTENANCE SUPPLIES	60001.83200.53200	8.16
<u>0714</u>	CINTAS CORPORATION #693						
APBWEST	Check			<u>693705921</u>	UNIFORM CLEANING	60001.83200.53303	274.35
				<u>693699792</u>	UNIFORM CLEANING	60001.83200.53303	278.92
				<u>693701838</u>	UNIFORM CLEANING	60001.83200.53303	444.87
				<u>693703884</u>	UNIFORM CLEANING	60001.83200.53303	271.90
<u>0169</u>	CITY WHOLESALE ELECTRIC CO.						
APBWEST	Check			<u>221618</u>	ELECTRICAL SUPPLIES / FACILITY	60001.83200.53200	1,064.71
				<u>221604</u>	ELECTRICAL SUPPLIES / FACILITY	60001.83200.53200	61.31
<u>1181</u>	DELTA DISTRIBUTING						
APBWEST	Check			<u>136873</u>	JANITORIAL SUPPLIES	60001.83200.53200	830.20
<u>VEN01613</u>	GANAHL LUMBER COMPANY						
APBWEST	Check			<u>R737807</u>	RICHARDSON HOUSE/ LIZZY'S PROJECT	60001.83200.56002	53.13
<u>1639</u>	GMS ELEVATOR SERVICES INC						
APBWEST	Check			<u>00085126</u>	ELEVATOR MAINTENANCE	60001.83200.52200	175.00
				<u>00085303</u>	ELEVATOR MAINTENANCE	60001.83200.52200	1,230.00
<u>0833</u>	HOME DEPOT						
APBWEST	Check			<u>5024243</u>	HOME DEPOT CC	60001.83200.53200	60.46
				<u>4040570</u>	HOME DEPOT CC	60001.83200.53200	23.86
				<u>2023640</u>	HOME DEPOT CC	60001.83200.53200	390.14
				<u>5330441CM</u>	CREDIT MEMO CATALINA CANYON & MORTAR	60001.83200.53200	-56.72
<u>1724</u>	LAWRENCE ROLL-UP DOORS INC						
APBWEST	Check			<u>1614887</u>	FD ROLL UP DOOR MAINTENANCE	60001.83200.53200	244.00
<u>VEN01863</u>	MARK LOPEZ CONCRETE PUMPING						
APBWEST	Check			<u>10658</u>	CONCRETE RICHARDSON HOUSE	60001.83200.56002	350.00
<u>1372</u>	ORKIN COMMERCIAL SERVICES						
APBWEST	Check			<u>150742950</u>	PEST CONTROL	60001.83200.52200	149.55
				<u>150610404</u>	PEST CONTROL	60001.83200.52200	197.42
				<u>144900798</u>	PEST CONTROL	60001.83200.52200	70.00
				<u>144900811</u>	PEST CONTROL	60001.83200.52200	250.00
				<u>144900812</u>	PEST CONTROL	60001.83200.52200	250.00
				<u>150742959</u>	PEST CONTROL	60001.83200.52200	149.55
				<u>150742954</u>	PEST CONTROL	60001.83200.52200	149.55
				<u>144900801</u>	PEST CONTROL	60001.83200.52200	70.00
<u>0336</u>	POST ALARM SYSTEMS						
APBWEST	Check			<u>917439</u>	ALARM MONITORING	60001.83200.52200	47.50
				<u>917883</u>	ALARM MONITORING	60001.83200.52200	21.50
				<u>920916</u>	ALARM MONITORING	60001.83200.52200	42.00
				<u>922286</u>	ALARM MONITORING	60001.83200.52200	50.87
				<u>922445</u>	ALARM MONITORING	60001.83200.52200	38.00
<u>1032</u>	PUENTE READY MIX, INC.						

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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APBWEST	Check	<u>83442</u>	RICHARDSON HOUSE/ LIZZY'S PROJECT	60001.83200.56002	1,135.83
<u>1485</u>	RED SUPPLY INC				
APBWEST	Check	<u>41674</u>	PLUMBING HEATING SUPPLIES	60001.83200.53200	107.17
<u>0381</u>	SOUTHEAST CONSTRUCTION PRODUCT				
APBWEST	Check	<u>1175126-1</u>	RICHARDSON HOUSE/ LIZZY'S PROJECT	60001.83200.56002	537.97
<u>VEN01027</u>	STUBBIES				
APBWEST	Check	<u>15631</u>	UNIFORM T-SHIRT	60001.83200.53303	153.88
<u>0399</u>	TELETRONIC ALARM SYSTEMS				
APBWEST	Check	<u>86426026-1116</u>	ALARM SVC - LIBRARY	60001.83200.52200	60.00
<u>1373</u>	UNITED MAINTENANCE SYSTEMS				
APBWEST	Check	<u>13530</u>	JANITORIAL SERVICES	60001.83200.52200	3,505.64
Fund 60001 Total:					13,218.19
Fund: 60002 - INT SVC FND - ADMINISTRATION					
<u>1409</u>	CALIF. MUNICIPAL TREASURER'S ASSOCIATION				
APBWEST	Check	<u>2016-212</u>	Membership Dues	60002.30000.53409	77.50
<u>1121</u>	COLANTUONO, HIGHSMITH & WHATLEY, PC				
APBWEST	Check	<u>31813</u>	Legal Services - Retainer-OCT 2016	60002.21000.52201	2,100.00
<u>0814</u>	HDL, COREN & CONE				
APBWEST	Check	<u>0023466-IN</u>	Prof Svc/Property Tax Consultants	60002.30000.52100	745.00
<u>0241</u>	HINDERLITER, DE LLAMAS & ASSOC				
APBWEST	Check	<u>0026197-IN</u>	Prof Svc/Qtr Sales Tax Report	60002.30000.52100	732.96
<u>VEN01670</u>	ROGERS, ANDERSON, MALODY & SCOTT, LLP				
APBWEST	Check	<u>52733</u>	Prof Svc/Auditor	60002.30000.52100	10,500.00
<u>0373</u>	SAN GAB VALLEY CITY MANAGERS ASSOC.				
APBWEST	Check	<u>INV019597</u>	San Gabriel Valley CM Assoc Dues and Meeting	60002.30000.53409	110.00
		<u>INV019596</u>	San Gabriel Valley CM Assoc Dues and Meeting	60002.30000.53409	70.00
Fund 60002 Total:					14,335.46
Fund: 60003 - INT SVC FND - TECHNOLOGY					
<u>1786</u>	AXONTECH LLC				
APBWEST	Check	<u>7549</u>	SERVICING AND CONSULTING	60003.30000.52100	920.00
		<u>7589</u>	SERVICING AND CONSULTING	60003.30000.52100	1,092.50
		<u>7569</u>	SERVICING AND CONSULTING	60003.30000.52100	977.50
		<u>7578</u>	SERVICING AND CONSULTING	60003.30000.52100	1,265.00
		<u>7550</u>	SERVICING AND CONSULTING	60003.30000.52100	920.00
		<u>7567</u>	SERVICING AND CONSULTING	60003.30000.52100	115.00
		<u>7548</u>	SERVICING AND CONSULTING	60003.30000.52100	920.00
		<u>7574</u>	COMPUTER SUPPLIES & SOFTWARE	60003.30000.53103	135.85
		<u>7572</u>	COMPUTER SUPPLIES & SOFTWARE	60003.30000.53103	2,420.00
		<u>7579</u>	COMPUTER SUPPLIES & SOFTWARE	60003.30000.53103	694.00
		<u>7575</u>	COMPUTER SUPPLIES & SOFTWARE	60003.30000.53103	135.85
<u>1641</u>	RICOH AMERICAS CORP				
APBWEST	Check	<u>52508364</u>	COPIER LEASE	60003.30000.53210	749.42
<u>1799</u>	TYLER TECHNOLOGIES INC				
APBWEST	Check	<u>025-170359</u>	ESS	60003.30000.52200	4,000.00
		<u>025-171287</u>	Annual Maint/ Fin Purchasing	60003.30000.52200	10,845.86
<u>VEN02696</u>	WEST INTERACTIVE SERVICES CORPORATION				
APBWEST	Check	<u>73154</u>	CITY WEBSITE SUPPORT & MAINT	60003.30000.52100	7,725.00
<u>0429</u>	XEROX CORPORATION				
APBWEST	Check	<u>086983565</u>	Copier Lease	60003.30000.53210	404.62
Fund 60003 Total:					33,320.60
Fund: 60007 - INT SVC FND - PERSONNEL AND RISK MGMT					
<u>0842</u>	ANTOINETTE BUCKNER				
APBWEST	Check	<u>INV019525</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	466.11
<u>1428</u>	DAN GINTER				
APBWEST	Check	<u>INV019524</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	466.11
<u>0209</u>	FEDERAL EXPRESS CORPORATION				
APBWEST	Check	<u>552587034</u>	Testing	60007.70100.53101	17.80
<u>0913</u>	IRWINDALE INDUSTRIAL CLINIC				
APBWEST	Check	<u>2130-696474</u>	Physicals	60007.70100.52100	110.00
<u>1044</u>	JESSE TORIBIO				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APBWEST	Check	<u>INVO19523</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	233.06
<u>1156</u>	JOHN FORD	APBWEST	Check	<u>INVO19522</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	326.28
<u>VEN01660</u>	LISA VOLPE	APBWEST	Check	<u>INVO19521</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	372.89
<u>1711</u>	MARIO OLANO	APBWEST	Check	<u>INVO19520</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	466.11
<u>0704</u>	STEPHEN ABERNETHY	APBWEST	Check	<u>INVO19519</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	466.11
<u>2016</u>	STEVE POCK	APBWEST	Check	<u>INVO19526</u>	RETIREE HEALTH INSURANCE	60007.70100.51302	466.11
Fund 60007 Total:							3,390.58
Fund: 71000 - WATER ENTERPRISE FUND							
<u>0821</u>	ACV SYSTEMS, LLC	APBWEST	Check	<u>2506</u>	MAINTENANCE PRESSURE REDUCING VALVES	71000.81100.52200	1,019.65
				<u>2507</u>	MAINTENANCE PRESSURE REDUCING VALVES	71000.81100.52200	1,122.11
				<u>2509</u>	MAINTENANCE PRESSURE REDUCING VALVES	71000.81100.52200	1,030.55
<u>0109</u>	AIRGAS USA	APBWEST	Check	<u>9940459232</u>	WELDING GAS	71000.81100.53200	413.45
				<u>9940475652</u>	WELDING GAS	71000.81100.53200	39.52
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE	APBWEST	Check	<u>076935</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	3.26
				<u>076894</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	2.17
				<u>076899</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	26.14
				<u>076634</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	3.59
				<u>076683</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	9.21
				<u>076557</u>	WATER DEPT MAINTENANCE SUPPLIES	71000.81100.53200	21.79
<u>1200</u>	BLUE DIAMOND MATERIALS	APBWEST	Check	<u>844119</u>	ASPHALT	71000.81100.53206	239.79
				<u>839251</u>	ASPHALT	71000.81100.53206	114.75
<u>VEN02159</u>	ECKERSALL LLC	APBWEST	Check	<u>20160031</u>	WATER GIS	71000.81100.56011	9,900.00
<u>0833</u>	HOME DEPOT	APBWEST	Check	<u>2023641</u>	HOME DEPOT CC	71000.81100.56011	264.12
<u>VEN01500</u>	INLAND WATER WORKS SUPPLY CO.	APBWEST	Check	<u>288756</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	637.65
				<u>288757</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	3.82
				<u>288759</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	88.29
				<u>288758</u>	DISTRIBUTION SYSTEM REPAIR SUPPLIES	71000.81100.53200	282.86
<u>VEN01011</u>	I-WATER INFRAMAP	APBWEST	Check	<u>7655</u>	ANNUAL MAINTENANCE INFRAMAP	71000.81100.52200	1,000.00
<u>1820</u>	TARGET MAILING SERVICES INC	APBWEST	Check	<u>35023</u>	Mailing Services/Water Bills	71000.32000.53101	1,165.83
<u>0410</u>	UNDERGROUND SERVICE ALERT	APBWEST	Check	<u>1120160665</u>	DIG ALERT SERVICES	71000.81100.52200	60.00
<u>0158</u>	VULCAN MATERIALS COMPANY	APBWEST	Check	<u>71296186</u>	ASPHALT COLD MIX	71000.81100.53206	642.25
Fund 71000 Total:							18,090.80
Fund: 72000 - SEWER							
<u>VEN01011</u>	I-WATER INFRAMAP	APBWEST	Check	<u>7655</u>	ANNUAL MAINTENANCE INFRAMAP	72000.81200.52200	1,000.00
Fund 72000 Total:							1,000.00
Fund: 77003 - SPECIAL EVENTS							
<u>1466</u>	UNITED SITE SERVICES OF CA INC	APBWEST	Check	<u>114-4657634</u>	Deluxe Restroom Services for Alegria & Baldwin	77003.79004.53999	198.90
Fund 77003 Total:							198.90
Fund: 77004 - SERVICES MOVIE/OES DETAILS							
<u>VEN02904</u>	MISSION FILMS, LLC	APBWEST	Check	<u>INV019508</u>	Refund of Filming Permit Deposit - Lady Bird	77004.00000.23001	2,872.00

Page 10

Fund 77004 Total:	<u>2,872.00</u>
Report Total:	<u>351,926.12</u>



Page 11 -

Packet: APPKT03227 - BOA121316
Vendor Set: 01 - Vendor Set 01

Check Date: 12/07/2016

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 10000 - GENERAL FUND					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV019580</u>	EA SGVCOG LODGING	10000.11000.53402	25.00
		<u>INV019576</u>	JO Executive Training	10000.50000.52205	650.00
		<u>INV019575</u>	JO Computer Supplies	10000.50000.53103	116.10
		<u>INV019577</u>	JO HalloweenVolunteers Meal	10000.50000.53306	61.38
		<u>INV019587</u>	SH Leadership Class	10000.61000.52205	78.43
		<u>INV019586</u>	SH Staples Binders	10000.61000.52205	80.55
		<u>INV019589</u>	SH Tire Sealant	10000.61000.52302	123.41
		<u>INV019590</u>	SH AED Wall Cabinet and Trainer	10000.61000.53300	430.20
		<u>INV019591</u>	SH Fire Prevention Reg	10000.61000.53402	315.00
		<u>INV019588</u>	SH Ems Locks	10000.64000.53300	130.80
		<u>INV019585</u>	RB CPRS Workshop for Adms	10000.70000.52205	95.00
		<u>INV019592</u>	EWMP Meeting Parking	10000.81201.53402	10.00
		<u>INV019594</u>	RB MobileBeacon Remote WIFI for offsite Lib Pr	10000.90000.53103	120.00
			Fund 10000 Total:		2,235.87
Fund: 39006 - FRIENDS OF THE LIBRARY DONATION FUND					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV019593</u>	RB Meetup Organizer Subscription	39006.90000.53999	59.94
			Fund 39006 Total:		59.94
Fund: 60002 - INT SVC FND - ADMINISTRATION					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV019579</u>	MM 2017 Business License Stickers	60002.30000.53102	171.26
		<u>INV019578</u>	MM 2017 Business License Paper	60002.30000.53102	53.56
		<u>INV019581</u>	EA EBLAST ANNUAL SUBSCRIPTION	60002.30000.53409	310.44
		<u>INV019595</u>	Return Payment Fee	60002.30000.53999	39.00
			Fund 60002 Total:		574.26
Fund: 72000 - SEWER					
<u>0823</u>	BANK OF AMERICA				
APBWEST	Check	<u>INV019583</u>	CWEA MEMBERSHIP RENEWAL	72000.81200.53409	255.00
		<u>INV019582</u>	CWEA MEMBERSHIP RENEWAL	72000.81200.53409	83.00
			Fund 72000 Total:		338.00
			Report Total:		3,208.07



Packet: APPKT03233 - LIB 121316
Vendor Set: 01 - Vendor Set 01

Check Date: 12/07/2016

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 10000 - GENERAL FUND					
<u>1644</u>	AMAZON				
APBWEST	Check	<u>283487674678</u>	Office Supplies	10000.90000.53100	91.56
<u>0132</u>	BAKER & TAYLOR, INC.				
APBWEST	Check	<u>4011760407</u>	Processing Fees	10000.90000.52200	15.11
		<u>4011754910</u>	Processing Fees	10000.90000.52200	36.33
		<u>4011760406</u>	BOOKS AND REFERENCE	10000.90000.53406	327.10
		<u>4011754909</u>	BOOKS AND REFERENCE	10000.90000.53406	902.01
<u>0786</u>	OFFICE DEPOT, INC				
APBWEST	Check	<u>878754858001</u>	Office Supplies	10000.90000.53100	137.02
		<u>878755366001</u>	Office Supplies	10000.90000.53100	9.13
		<u>875206231001</u>	Office Supplies	10000.90000.53100	87.22
		<u>875207378001</u>	Office Supplies	10000.90000.53100	4.68
Fund 10000 Total:					1,610.16
Fund: 39002 - LIBRARY - GIFT AND MEMORIAL					
<u>1488</u>	FEDEX OFFICE				
APBWEST	Check	<u>370100018698</u>	READ campaign	39002.90000.53999	293.91
Fund 39002 Total:					293.91
Fund: 39006 - FRIENDS OF THE LIBRARY DONATION FUND					
<u>0132</u>	BAKER & TAYLOR, INC.				
APBWEST	Check	<u>T47070471</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	99.91
		<u>T47070472</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	202.84
		<u>T337476CM</u>	OVERSTOCK RETURN	39006.90000.53406	-25.33
		<u>T47070470</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	33.04
		<u>4011763344</u>	DVDs, CDs, LP, AUDIOBOOKS, MEDIA	39006.90000.53406	40.05
<u>VEN02248</u>	SAVOR THE FLAVOR				
APBWEST	Check	<u>373</u>	Library Volunteer Recognition - Gifts	39006.90000.53999	186.82
<u>0378</u>	SMART & FINAL				
APBWEST	Check	<u>INV019573</u>	Library Program Supplies	39006.90000.53999	143.16
Fund 39006 Total:					680.49
Report Total:					2,584.56



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

DATE: December 13, 2016

SUBJECT: Consideration of Resolution 16-75, Casting Sierra Madre's Vote for Council Member Margaret Clark to Represent Cities without Prescriptive Pumping Rights on the Board of the San Gabriel Basin Water Quality Authority

SUMMARY

Attached is correspondence from the San Gabriel Basin Water Quality Authority (WQA) regarding the election of a Board Member representing cities without water pumping rights. Sierra Madre's vote must be received by January 17, 2017 at 12:00 pm. The attached Resolution 16-75 will be forwarded to the WQA before the deadline, if the Council takes action on this matter.

On October 25th, the Sierra Madre City Council took action to nominate Margaret Clark, Rosemead Council Member to the WQA Board seat representing cities without pumping rights. The attached resolution casts Sierra Madre's vote for Council Member Clark.

ANALYSIS

The WQA Board was established to develop, finance and implement groundwater treatment programs in the valley. The WQA is governed by a seven member board with one member nominated/appointed by cities that do not have pumping rights in the basin. (The term is for a four year period.) The City of Sierra Madre is a city that does not have pumping rights in the San Gabriel water basin.

The selection process involves nominations of eligible Council Members, followed by the preparation of an official ballot. The Sierra Madre City Council took action on October 14th to nominate Rosemead Council Member Margaret Clark. This item is on the agenda so that the Sierra Madre City Council can submit its vote.

Resolution 16-75 is attached so that the City Council may take formal action at this evening's meeting. The resolution identifies Rosemead Council Member Margaret Clark, because of the Council's previous nomination of Council Member Clark.

Additional information is in the attached WQA correspondence.

FINANCIAL REVIEW

Other than staff time preparing this report, there are no direct financial impacts associated with the nomination or appointment of the WQA Board member.

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, on the City's website, and the Sierra Madre Public Library.

ALTERNATIVES

The alternatives are:

1. Authorize the submittal of a resolution electing Rosemead Council Member Margaret Clark to the WQA Board.
2. Authorize the submittal of a resolution electing an eligible Council Member to the WQA Board.
3. Take no action.

STAFF RECOMMENDATION

It is recommended that the City Council approve Resolution 16-75 casting Sierra Madre's vote for Rosemead Council Member Margaret Clark for the San Gabriel Basin Water Quality Authority Board for cities without pumping rights.

Attachment: 1. Resolution 16-75
2. Correspondence from the WQA

RESOLUTION NO. 16-75

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SIERRA MADRE, CALIFORNIA, CASTING
ITS VOTE(S) FOR COUNCILMEMBER MARGARET CLARK
TO REPRESENT CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS
ON THE BOARD OF THE SAN GABRIEL BASIN
WATER QUALITY AUTHORITY**

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, and one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers; and

WHEREAS, the City of Sierra Madre is one of the cities in the San Gabriel Basin without prescriptive pumping rights;

WHEREAS, the City of Sierra Madre may cast its vote(s) for a representative by resolution and delivered to the San Gabriel Basin Water Quality Authority no later than January 17, 2014 at 12:00 p.m.

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

Section 1. The City Council of the City of Sierra Madre casts its full vote(s) for Councilmember Margaret Clark as the representative for cities in the San Gabriel Basin without prescriptive pumping rights.

PASS, APPROVED AND ADOPTED this 13th day of December, 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Gene Goss, Mayor
City of Sierra Madre

ATTEST:

Melinda Carrillo, City Clerk

I, MELINDA CARRILLO, CITY CLERK OF THE CITY OF SIERRA MADRE, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 25th day of October, 2016.

Melinda Carrillo, City Clerk



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

December 2, 2016

RE: SPECIAL ELECTION FOR WQA BOARD MEMBER CITIES WITHOUT WATER PUMPING RIGHTS

Dear City Manager:

The nomination period for the special election of the WQA board member representing cities without water pumping rights was closed on November 18, 2016 at 5:00 p.m. Enclosed is an election ballot, a sample resolution, a list of nominees, and a list of cities without pumping rights and the number of votes each is entitled.

Each city may cast their votes for only **one** of the listed nominees in the form of a resolution. **The resolution must be received at the above address by January 17, 2017 at 12:00 p.m. via hand delivery, certified mail, FedEx, or UPS WITH SIGNATURE REQUIRED.**

ANY RESOLUTIONS THAT ARE RECEIVED AFTER 12:00 P.M. ON JANUARY 17, 2017 WILL NOT BE ACCEPTED.

Our office hours are Monday through Friday 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Votes will be officially counted during the Water Quality Authority's regular meeting on January 18, 2017 at 12:00 p.m.

Each city has one vote for each 10,000 residents or majority thereof, as determined by the 2010 U.S. census data. The enclosed ballot indicates the number of votes your city may cast. Please note that a city must cast all of their votes to only one candidate and cannot split their votes. Please also note that a city is not limited to voting for its own city council members and that a city may vote in an election whether or not it nominated a candidate.

If you should have any questions, please contact me at (626) 338-5555 or by email at Stephanie@wqa.com

Sincerely,

Stephanie Moreno
San Gabriel Basin Water Quality Authority
Stephanie@wqa.com
Enclosures

BALLOT

SPECIAL ELECTION OF CITY MEMBER FROM
CITIES WITHOUT PUMPING RIGHTS
TO THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY
PURSUANT TO SB 1679

CITY: SIERRA MADRE

NUMBER OF VOTES TO BE CAST: 1

TO THE CITY COUNCIL:

The following candidates have been duly nominated by qualified cities for the office of city member of the Board of the San Gabriel Basin Water Quality Authority ("the Authority") from cities without pumping rights.

The election of the city member will take place at an adjourned meeting of the Board of the Authority set for January 18, 2017, at 12:00 p.m., at 1720 W. Cameron Ave., Suite 100, West Covina, California.

Your city may cast its votes for one candidate by resolution of the city council. The number of votes to which your city is entitled, based upon population, is set forth above.

The resolution of the city council casting its votes must be delivered by certified mail, FedEx, UPS with **signature required** or hand delivered to the Authority **by January 17, 2017 at 12:00 p.m. or will not be counted.**

This Ballot may accompany the resolution of the city council casting its votes for city member and alternate from cities without pumping rights.

**SPECIAL ELECTION FOR WQA BOARD MEMBER
REPRESENTING CITIES WITHOUT
PRESCRIPTIVE PUMPING RIGHTS**

LIST OF NOMINATIONS
(In the order in which they were received)

Name

Margaret Clark
City of Rosemead

Valerie Munoz
City of La Puente

Nominated by

City of Rosemead
City of San Dimas
City of Sierra Madre
City of Bradbury
City of La Verne

City of Baldwin Park
City of West Covina
City of South El Monte
City of La Puente

(SAMPLE RESOLUTION)

Please contact Stephanie at stephanie@wqa.com to request this resolution in a Word document.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA, CASTING
ITS VOTE(S) FOR COUNCILMEMBER
TO REPRESENT CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS
ON THE BOARD OF THE SAN GABRIEL BASIN
WATER QUALITY AUTHORITY

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, and one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers; and

WHEREAS, the City of _____ is one of the cities in the San Gabriel Basin without prescriptive pumping rights;

WHEREAS, the City of _____ may cast its vote(s) for a representative by resolution and delivered to the San Gabriel Basin Water Quality Authority no later than January 17, 2014 at 12:00 p.m.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of _____ casts its full vote(s) for Councilmember _____ as the representative for cities in the San Gabriel Basin without prescriptive pumping rights.

PASS, APPROVED AND ADOPTED this _____ day of _____, 20_____.

Cities without Pumping Rights

2010 U.S. Census Data

City	2010 Population	# of Votes
Baldwin Park	75,390	8
Bradbury	1,048	1
Duarte	21,321	2
La Puente	39,816	4
La Verne	31,063	3
Rosemead	53,764	5
San Dimas	33,371	3
San Gabriel	39,718	4
San Marino	13,147	1
Sierra Madre	10,917	1
South El Monte	20,116	2
Temple City	35,558	4
West Covina	106,098	11
Total votes		49

SB 1679, Article 5. Sec. 505 (a)

Each City has one vote for each 10,000 residents or majority fraction thereof, as determined by the most recent U. S. decennial census data.

(SAMPLE RESOLUTION)

Please contact Stephanie at stephanie@wqa.com to request this resolution in a Word document.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA, CASTING ITS VOTE(S) FOR COUNCILMEMBER TO REPRESENT CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, and one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers; and

WHEREAS, the City of _____ is one of the cities in the San Gabriel Basin without prescriptive pumping rights;

WHEREAS, the City of _____ may cast its vote(s) for a representative by resolution and delivered to the San Gabriel Basin Water Quality Authority no later than January 17, 2014 at 12:00 p.m.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of _____ casts its full vote(s) for Councilmember _____ as the representative for cities in the San Gabriel Basin without prescriptive pumping rights.

PASS, APPROVED AND ADOPTED this _____ day of _____, 20____.



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Bruce Inman, Director of Public Works 
Jose Reynoso, Deputy Director of Public Works

DATE: December 13, 2016

**SUBJECT: RECOMMENDATION TO APPROVE PARTICIPATION IN US
BUREAU OF RECLAMATION WATER SMART GRANT PROGRAM
AND COMMITMENT OF \$75,000 IN FUNDING FOR REQUIRED
LOCAL MATCHING FUNDS**

SUMMARY

The City Council has in the past expressed an interest in the installation of AMI water meter infrastructure in Sierra Madre as a means of encouraging water conservation and reducing waste. The Council has recently reinforced that interest in AMI by dedicating San Gabriel Valley Municipal Water District (SGVMWD) conservation grant funds for a proactive AMI meter installation program in Sierra Madre. A new funding opportunity for the installation has arisen which may assist the City in leveraging limited existing City funding to increase AMI distribution across the City.

Staff recommends that the City Council approve:

- 1.) City of Sierra Madre participation in the US Bureau of Reclamation Water Smart Grant program for funding of AMI installation in the City; and
- 2.) The commitment of \$75,000 in City funds as the required local match should the grant application be successful.
- 3.) The issuance of a letter of support for the grant application to be signed by the Mayor on behalf of the City.

ANALYSIS

In recognition of its own dwindling reserves and the continuing needs of its member cities for assistance from the District, SGVMWD has enlisted a team of consultants to seek grant opportunities from State and federal sources which could be used to fund projects within the member cities. This grant seeking program is being provided at no cost to the member cities.

The first opportunity that has arisen is through the U. S. Bureau of Reclamation (BuRec) WaterSMART Program. This BuRec program makes funding available for water conservation projects, with maximum grants to any one applicant being \$300,000. SGVMWD has proposed to seek a WaterSMART grant through this program to assist the four member cities in the installation of AMI/AMR metering infrastructure across those cities' distribution systems. If the grant application is successful, the \$300,000 would be split equally, with each City receiving \$75,000 in grant funds.

Through the WaterSMART Grants (formerly Challenge Grants) Reclamation provides 50/50 cost share funding to irrigation and water districts, Tribes, States and other entities with water or power delivery authority. Projects should seek to conserve and use water more efficiently, increase the use of renewable energy, protect endangered species, or facilitate water markets. Projects are selected through a competitive process and the focus is on projects that can be completed within 24 months that will help sustainable water supplies in the western United States.

Along with the grant application, the District is required to send a letter of commitment to BuRec agreeing to match the grant funds with an equal amount of local funds. In order to proceed with grant application submittal, SGVMWD must also include a letter of support from each of the participating cities. As the District is unable to provide the local match at this time, each of the participating cities is required to commit to paying its own match of \$75,000; the grant program is a 50/50 match structure.

This matter was late breaking, and came to staff with little time to research and provide an in-depth report. The application cutoff date left the City with only the December 13th Council meeting on which to commit the matching funds. Staff will provide additional information to the City Council as it becomes available, particularly if matters arise that would change staff's recommendation to proceed with the program.

FINANCIAL REVIEW

It should be noted that the support letter being proposed to be provided to SGVMWD for submittal with the grant application is for a specific amount and it is conditioned upon the grant application being successful. Further, the letter does not specify the source of the City funding; that can be determined once it is found to be necessary to provide the funds to the District. This would typically be a Water Fund expenditure, but could also take the form of a General Fund loan to the Water Fund.

CEQA

The project qualifies for the following Categorical Exemptions under the California Environmental Quality Act:

Section 15301 Existing Facilities – Class 1 consists of....minor alteration of existing public or private structures, facilities, mechanical equipment or topographical features

involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

PUBLIC NOTICE PROCESS

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

STAFF RECOMMENDATION

Staff recommends that the City Council approve:

- 1.) City of Sierra Madre participation in the US Bureau of Reclamation Water Smart Grant program for funding of AMI installation in the City; and
- 2.) The commitment of \$75,000 in City funds as the required local match should the grant application be successful.
- 3.) The issuance of a letter of support for the grant application to be signed by the Mayor on behalf of the City.

Attachments: Letter of Support
 BuRec Website description of WaterSMART Program



City of Sierra Madre

December 14, 2016

Bureau of Reclamation
Acquisition Operations Branch
Attn: Ms. Rupal Shah, Mail Code: 84-27852
PO Box 25007
Denver, CO 80225

Subject: Support for the San Gabriel Valley Municipal Water District Regional AMI/AMR Project – City of Sierra Madre Support and Commitment

To Whom It May Concern:

On behalf of the CITY OF SIERRA MADRE we would like to express our strong support for the San Gabriel Valley Municipal Water District (SGVMWD) Regional Advanced Metering Infrastructure/Automatic Meter Reading (AMI/AMR) Project, and the application for funding through the Bureau of Reclamation's FY2017 Water and Energy Efficiency Grant Program BOR-DO-17-F012.

The SGVMWD Regional AMI/AMR Project is a regional effort to assist the SGVMWD's four retail member agencies, Alhambra, Azusa, Monterey Park, and Sierra Madre increase efficiency and reduce water loss through the purchase and installation of new water meters for their service areas. The SGVMWD imports State Water Project (SWP) which it provides to the member agencies by groundwater recharge. The member agencies then distribute water directly to customers. As a region that uses groundwater as its primary source, the current drought has produced less rainfall and with an increasing population that means less natural replenishment, less SWP reliability, and a demand on groundwater. Therefore, there is a direct need by the agencies to manage their resources as efficiently as possible.

Specifically, Sierra Madre, is looking to implement an AMI program which includes the installation of approximately 500 new water meters for residential, commercial, and irrigation users along with a new smart meter software system. Funds will be used to purchase new smart meter software and to purchase and install AMI meters and appurtenances. The purpose of the AMI program is to increase water conservation and water use efficiency by providing real-time water consumption data to the City and its customers. This will be achieved by installing a new meter system that will conserve water by improving the agencies' ability to detect leaks, audit water usage, and accurately meter usage at each connection.

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

SIERRA MADRE produces its entire potable water supply from the badly depleted Santa Anita Subarea of the Raymond Groundwater Basin. The City is replenishing the Basin through spreading water imported by SGVMWD from the Colorado River or the State Water Project. To the extent that water conservation can be improved through the use of AMI metering, the City's impact on the State water project and/or limited Colorado River resources can be reduced. Additionally, the reduced demand on the Basin could allow for the restoration of the basin to healthy water levels.

Project Benefits

Specific benefits of the Project include the following:

- Water conservation will be improved by increasing customer understanding of their water uses compared to neighbors, leak detection enabled by real-time water consumption data, and public education through water audits.
- The project addresses the water-energy nexus through reduced water use through conservation which provides a linear reduction in energy use associated with source production, conveyance, and treatment requirements.
- The project provides benefits to endangered species as endangered species recovery is maintained as in-stream flows are maintained by reducing water consumption.

The SGVMWD is the project applicant, and as the regional water wholesale agency, supports and encourages its member agencies in implementing demand management measures such as metering and is committed to use good-faith efforts to help implement such measures as demonstrated by this regional application. THE CITY OF SIERRA MADRE is pleased to participate with SGVMWD in this effort. The SIERRA MADRE City Council has approved the commitment of \$75,000 in local city funding to match the city's \$75,000 share of a grant, should the grant be awarded for the SGVMWD Regional AMI/AMR Project.

Thank you for the opportunity to express our support for the SGVMWD Regional AMI/AMR Project. We strongly urge your thoughtful consideration of the Project.

Sincerely,

Gene Goss
Mayor
City of Sierra Madre



MENU

News Releases

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NEWS & MULTIMEDIA

The Bureau of Reclamation Releases Two WaterSMART Grants Funding Opportunities for Water Conservation and Energy Efficiency Projects

New funding opportunity for small-scale water efficiency projects

Media Contact: Peter Soeth, 303-445-3615

For Release: November 17, 2016

WASHINGTON - Today, the Bureau of Reclamation released two WaterSMART Grants funding opportunities including the water and energy efficiency grants funding opportunity and the new small-scale water efficiency projects funding opportunity. These two funding opportunities will help move the West towards resilience in the face of drought and ongoing imbalances between water supply and demand.

The new small-scale water efficiency projects funding opportunity is for small improvements that have been identified through previous planning efforts. Projects eligible for funding include installation of flow measurement or automation in a specific part of a water delivery system, lining of a section of a canal to address seepage, small rebate programs that result in reduced residential water use, or other similar projects that are limited in scope. These projects are

eligible to receive up to \$75,000 in federal funding. For this funding opportunity, Reclamation has developed a streamlined selection and review process to reflect the small-scale nature of these projects.

Previously, small-scale water efficiency projects were funded through Reclamation's Water Conservation Field Services Program, which beginning this year will focus on planning and design activities to help lay the groundwork for future improvements. Proposals for this new category of WaterSMART Grants will be accepted, evaluated and selected on a rolling basis with the final application submission deadline on April 27, 2017, at 4:00 p.m. MDT. This funding opportunity is available at www.grants.gov by searching for funding opportunity BOR-DO-17-F011.

Water and energy efficiency grants focus on larger scale projects that result in quantifiable and sustained water savings and that may have several components intended to address a significant water management concern. Projects include canal lining and piping, more comprehensive installation of irrigation flow measurement or canal automation improvements, installation of water meters and other similar projects. Projects may also include components that increase renewable energy use and improve energy efficiency, and projects that result in instream flows for endangered species and other fish and wildlife or support water sustainability in other ways.

Applications may be submitted to one of two funding groups:

- Funding Group I: Up to \$300,000 will be available for smaller projects that may take up to two years to complete.
- Funding Group II: Up to \$1,000,000 will be available for larger, phased projects that will take up to three years to complete. No more than \$500,000 in federal funds will be provided within a given year to complete each phase.

Proposals must be submitted by January 18, 2017, at 4:00 p.m. MST. The funding opportunity is available at www.grants.gov by searching for funding opportunity number BOR-DO-17-F012.

Those eligible to apply for both grants are states, tribes, irrigation districts, water districts or other organizations with water or power delivery authority located in the western United States or United States territories as identified in the Reclamation Act of June 17, 1902. Another WaterSMART Grants funding opportunity, for water marketing activities, is expected to be released this winter.

WaterSMART aims to improve water conservation and sustainability, helping water resource managers make sound decisions about water use. The program identifies strategies to ensure this generation and future ones will have sufficient amounts of clean water for drinking, economic

activities, recreation and ecosystem health. The program also identifies adaptive measures to address climate change and its impact on future water demands. To learn more, please visit www.usbr.gov/watersmart.

###

Reclamation is the largest wholesale water supplier and the second largest producer of hydroelectric power in the United States, with operations and facilities in the 17 Western States. Its facilities also provide substantial flood control, recreation, and fish and wildlife benefits. Visit our website at www.usbr.gov and follow us on Twitter [@USBR](https://twitter.com/USBR).

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City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk,
Michael Amerio, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

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

REVIEWED BY: Leticia Cardoso, Planning Manager

DATE: December 13, 2016

SUBJECT: MILLS ACT CONTRACT: AN APPLICATION TO CONSIDER APPROVAL OF A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 101 W. BONITA AVENUE.

SUMMARY

The property owners, Mark and Kerri Abernathy, submitted an application requesting approval of a Mills Act contract to assist in the rehabilitation, restoration and maintenance of their residence located at 101 W. Bonita Avenue known as the Webster House; the property was designated by the City Council as a historical cultural landmark in the City's Register of Local Historic Cultural Landmarks on January 12, 2016. Pursuant to Code Section 17.80.060 ("Benefits and Conditions of Designation"), Mills Act contracts are one of several benefits available to owners of designated properties in the City.

The Planning Commission, at its November 3, 2016 meeting, unanimously approved Resolution 16-08 recommending approval of the Mills Act contract (**Exhibit B**).

Staff recommends that the City Council approve the applicants' request, pursuant to Resolution No. 16-73 (**Exhibit A**), to approve the Mills Act contract.

BACKGROUND

The property owners are proposing to enter into a Mills Act contract with the City, which awards a reduction in property taxes in exchange for actively participating in the rehabilitation and maintenance of the historic property. Pursuant to Code Section

17.82.060, the property owner may apply for a Mills Act Contract as one of the benefits of designation.

Approved by California voters in 1976, the Mills Act is a State-sponsored legislation that encourages the rehabilitation and ongoing maintenance of historic and cultural resources in the State of California. The Mills Act allows Sierra Madre to enter into 10-year revolving contracts with the owners of qualified historic properties.

Mills Act contracts were intended to serve as a method of reducing property tax liability for designated local cultural resources, and encouraging the owners of these cultural resources to invest the tax-savings in the rehabilitation and maintenance of their properties. Currently, there are 18 approved Mills Act contracts in the City.

In July of 1997, the City Council adopted Resolution 97-34, establishing Mills Act selection criteria and contract requirements. The requirements include the submittal of an annual report to the Planning & Community Preservation Director by the property owners specifying all work completed during the year to fulfill the requirements of their contract. All restoration work must be done in accordance with the Secretary of Interior Standards for Historic Rehabilitation.

The contract is an agreement between the City and the owner of the landmark structure which requires the owner of the property to undertake specific restoration tasks specified in the contract, and to properly maintain the historic landmark. Mills Act contracts extend for a period of 10 years, and are automatically renewed every year on their anniversary. The obligations of the contract are binding upon all successive owners of the property during the lifetime of the contract. To end a contract, either party may submit a notice of non-renewal which will terminate the contract at the end of the 10-year period.

Once a Mills Act contract is approved by the City Council, the applicants are required to record a "Historic Property Preservation Agreement" with the County of Los Angeles. The document states that during the term of the agreement, the property shall preserve and maintain the characteristics of cultural and historical significance, and shall allow for reasonable periodic examinations that may be necessary to determine compliance with their agreement.

ANALYSIS

The applicants are requesting a Mills Act Contract to help offset expenditures associated with future repairs and maintenance-related work at the subject property. Tax savings associated with a Mills Act Contract would help the property owner rehabilitate and maintain those features and systems that are integral to the property's

designation as a cultural resource and would help insure the continued viability of the resource.

Rehabilitation / Maintenance Plan

Included with the Mills Act Contract (**Exhibit C**) is a proposed Rehabilitation and Maintenance plan submitted by the applicant, attached herein as **Exhibit D**.

Proposed rehabilitation tasks include a series of projects related to the repair and replacement of exterior features and systems. This work plan also allocates a small amount of funds for miscellaneous rehabilitation tasks and on-going maintenance work. The applicants' estimated cost of all rehabilitation and maintenance tasks is \$189,900 over a ten-year period of the Mills Act Contract.

Exterior work includes the removal of four skylights on 1st, 2nd and 3rd floors, painting all house trim, replacing turf with native plants and new irrigation, reinforcing the garage roof trusses and replace roof, applying sealant/protectant to cedar shingle siding, repairing damage from trees to wall of garage/pool house/west patio area, and replacing perimeter fencing. Together, these tasks are estimated to cost \$98,000 or approximately 51 percent of the proposed rehabilitation budget.

Systems-related work includes re-plumbing entire house and guest house, rewiring entire house, install fans in bathrooms, and replacing the heating and air conditioning system. Together, these tasks are estimated to cost \$91,900 or approximately 49 percent of the proposed rehabilitation budget.

Fiscal Impact:

Should the City approve this Mills Act Contract, the property owner would realize an estimated \$192,320 in property tax savings over the ten-year life of the contract (the Financial Analysis is included herein as **Exhibit E**). Together, the tasks specified in the rehabilitation and maintenance work plans will cost an estimated \$189,900. Therefore, the estimated savings represented by the Mills Act Contract slightly exceeds the total estimated cost of rehabilitation and maintenance tasks that are needed at the property.

The estimated average annual loss of revenue for the City would be \$4,038. Over the ten year life of the Mills Act Contract, the City would experience an estimated total loss of revenue of \$40,387 – approximately 19 percent of the estimated total property tax savings derived from the subject property. These figures are estimations and all final calculations will be determined by the Los Angeles County Assessor's Office.

FINDINGS

The Planning Commission shall make the following findings to grant approval of a Mills Act contract:

1. **The Mills Act Contract will serve to compensate for the cost of rehabilitating and or maintaining the cultural resource.** Property tax savings resulting from entering into the contract will be used to absorb the cost of the preservation, rehabilitation and maintenance of the property as outlined in the rehabilitation and maintenance plan.
2. **The rehabilitation of the resource will occur prior to, or in conjunction with, the use of the Mills Act Contract, and it will not impair the architectural, historic or aesthetic integrity of the cultural resource.** According to the Rehabilitation and Maintenance Plan, the proposed work schedule is based on a 10-year period. The proposed work would be subject to conformance to the Secretary of the Interior's Standards for Rehabilitation so as to avoid adverse impacts to the architectural, historic and aesthetic integrity of the property.

ENVIRONMENTAL ASSESSMENT

The proposed project qualifies for a Categorical Exemption from the California Environmental Quality Act (CEQA), pursuant to Sections 15306 (Class 6, Information Collection) and 15331 (Class 31, Historical Resource Restoration/Rehabilitation) in that the Mills Act Contract consists of information gathering purposes, and is limited to conservation of historical resources in a manner consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties.

PUBLIC NOTICE

The required legal notice of this public hearing was provided, including publication in the Mountain Views News newspaper, posting at City Hall, Library and the City's website, and by electronic mail to the property owner.

ALTERNATIVES

The City Council has the following alternatives:

1. Approve the Mills Act contract, pursuant to Resolution 16-73.
2. Deny the Mills Act contract, stating the reasons why the findings cannot be made,

and direct staff to prepare a Resolution to this effect.

3. Continue the matter, and provide direction to staff for further information.

RECOMMENDATION

Staff recommends Alternative #1:

Approve the Mills Act contract, pursuant to City Council Resolution 16-73.

Attachments:

1. Exhibit A: City Council Resolution 16-73
2. Exhibit B: Planning Commission Resolution 16-08
3. Exhibit C: Mills Act Contract
4. Exhibit D: Rehabilitation/Restoration/Maintenance Plan
5. Exhibit E: Financial Analysis for Mills Act Contract
6. Exhibit F: Webster House Photographs

CITY COUNCIL RESOLUTION 16-73

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
APPROVING A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 101 W.
BONITA AVENUE KNOWN AS THE WEBSTER HOUSE.**

WHEREAS, the City of Sierra Madre recognizes the importance of protecting and preserving local sites and structures so as to retain its historic and cultural significance to the community; and

WHEREAS, and as an incentive for the preservation of historic landmarks, the City allows property owners to enter into a Mills Act Contract to reduce their property taxes in exchange for actively participating in the rehabilitation and maintenance of the historic property; and

WHEREAS, the City Council, as recommended by the Planning Commission, finds that the subject residence meets the criteria for approval of a Mills Act Contract in that the property tax savings resulting from entering into the contract will be used to absorb some of the cost of the preservation, rehabilitation and maintenance of the property as outlined in the rehabilitation and maintenance plan, and will not impair the architectural, historic or aesthetic integrity of the cultural resource; and

WHEREAS, the City Council held a noticed public hearing on December 13, 2016 to consider the approval of a Mills Act Contract for the property.

NOW THEREFORE, THE CITY COUNCIL FOR THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City of Sierra Madre does hereby approve a Mills Act Contract for the subject property.

ADOPTED, this 13th day of December, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gene Goss, Mayor
City of Sierra Madre

Resolution 16-73
December 13, 2016

ATTEST:

Melinda Carrillo, City Clerk

I, MELINDA CARRILLO, CITY CLERK OF THE CITY OF SIERRA MADRE, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Sierra Madre at the regular meeting held on the 13th day of December, 2016.

Melinda Carrillo, City Clerk

PC RESOLUTION 16-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE RECOMMENDING APPROVAL OF A MILLS ACT CONTRACT FOR THE REHABILITATION, RESTORATION AND MAINTENANCE OF THE WEBSTER HOUSE, A HISTORIC CULTURAL LANDMARK LOCATED AT 101 W. BONITA AVENUE.

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

WHEREAS, an application for a Mills Act Contract was filed by:

**Mark and Kerri Abernathy
101 W. Bonita Avenue
Sierra Madre, CA 91024**

WHEREAS, the request for a Mills Act Contract can be described as:

A request to enter into a Mills Act Contract with the City for the rehabilitation, restoration and maintenance of the subject property. Pursuant to Sierra Madre Municipal Code Section 17.82.060, Mills Act contracts are available as one of several benefits of historic designation in the City.

WHEREAS, the Mills Act Contract would apply to the Webster House at 101 W. Bonita Avenue, Sierra Madre, CA 91024;

WHEREAS, the property known as the Webster House was designated as a historic landmark in the City's Register of Local Historic Cultural Landmarks List on January 12, 2016.

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

WHEREAS, notice was duly given of the public hearing on the matter, which public hearing was held before the Planning Commission on November 3, 2016, with all testimony received being made part of the public record;

WHEREAS, the proposed project qualifies for a Categorical Exemption from the California Environmental Quality Act (CEQA), pursuant to Sections 15306 (Class 6, Information Collection) and 15331 (Class 31, Historical Resource Restoration/Rehabilitation) in that the Mills Act Contract consists of information gathering purposes, and is limited to conservation of historical resources in a manner consistent with the Secretary of the Interior's Standards for Treatment of Historic Properties.

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

Planning Commission Resolution 16-08
November 3, 2016

- **The Mills Act Contract will serve to compensate for the cost of rehabilitating and or maintaining the cultural resource.** Property tax savings resulting from entering into the contract will be used to absorb the cost of the preservation, rehabilitation and maintenance of the property as outlined in the rehabilitation and maintenance plan.
- **The rehabilitation of the resource will occur prior to, or in conjunction with, the use of the Mills Act Contract, and it will not impair the architectural, historic or aesthetic integrity of the cultural resource.** According to the Rehabilitation and Maintenance Plan, the proposed work schedule is based on a 10-year period. The proposed work would be subject to conformance to the Secretary of the Interior's Standards for Rehabilitation so as to avoid adverse impacts to the architectural, historic and aesthetic integrity of the property.

PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED that the Planning Commission RECOMMENDS APPROVAL of the Mills Act Contract, subject to the conditions of approval in Exhibit A, attached herein.

The recommendation for approval is final, unless appealed to the City Council in writing within ten (10) days following the adoption of this Resolution, pursuant to the provisions of Section 17.60.120 of the Sierra Madre Municipal Code.

The time in which to seek judicial review of this decision shall be governed by Code of Civil Procedure Section 1094.6. The Planning Commission Secretary shall certify to the adoption of this resolution, transmit copies of the same to the applicant and his counsel, if any, 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.

APPROVED, the 3rd day of November, 2016, by the following vote:

AYES: Frierman-Hunt, Spears, Desai, Hunt, Pevsner
NOES: None
ABSTAIN: None
ABSENT: Buckles, Hinton



Gina Frierman-Hunt, Chair
Sierra Madre Planning Commission

Planning Commission Resolution 16-08
November 3, 2016

ATTEST:

A handwritten signature in cursive script, appearing to read "Vincent Gonzalez", is written over a horizontal line.

Vincent Gonzalez, Director
Planning & Community Preservation Department

CONDITIONS OF APPROVAL
Mills Act
Webster House- 101 W. Bonita Avenue

The applicants and property owners shall:

1. Comply with all applicable provisions of the Sierra Madre Municipal Code, including but not limited to those Chapters pertaining to Zoning, Building and Construction, Vehicles and Traffic, and Health and Safety, and including all such provisions which may be contained in Uniform Codes which have been incorporated by reference within the Sierra Madre Municipal Code.

2. Comply with all applicable provisions of Federal, State and Los Angeles County law and regulations, including but not limited to the California Environmental Quality Act.

3. Execute and deliver to the City's Planning and Community Preservation Department an Affidavit of Acceptance of Conditions on a form to be provided by such Department. This approval shall not be effective for any purpose until the Applicant complies with this condition.

4. To the fullest extent permitted by law, fully protect the City, its employees, agents and officials from any loss, injury, damage, claim, lawsuit, expense, attorneys' fees, litigation expenses, court costs or any other costs arising out of or in any way related to the issuance of this approval, or the activities conducted pursuant to this approval. Accordingly, to the fullest extent permitted by law, the applicants and property owners 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. Applicants and property owners shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

5. Record the City-approved Mills Act Contract at the Los Angeles County Recorder's Office.

(end of conditions)

WHEN RECORDED, RETURN TO:

CITY OF SIERRA MADRE
DEPARTMENT OF PLANNING & COMMUNITY PRESERVATION
232 W. SIERRA MADRE BOULEVARD
SIERRA MADRE, CA 91024

HISTORIC PROPERTY PRESERVATION AGREEMENT

THIS AGREEMENT, is made and entered into this ___ day of _____, 2016, by and between this CITY OF SIERRA MADRE, a municipal corporation (hereinafter referred to as the "City"), and Mark Abernathy and Kerri Abernathy (hereinafter referred to as the "Owners").

WITNESSETH

A. Recitals.

1. California Government Code Sections 50280, et seq. allow cities the discretion to enter into contracts with the owners of qualified historical properties, as that term is defined by Government Code Section 50280.1, for the purpose of restricting development of historical property to ensure the protection of its cultural and historic significance and continuing maintenance of the historical property;

2. Owners possess fee title in and to that certain real property, together with associated structures and improvements thereon, located at 101 W. Bonita Avenue (hereinafter, such property shall be referred to as the "Historic Property"). A legal description of the Historic Property is attached hereto and incorporated herein by this reference as Exhibit A;

3. On January 12, 2016, the City Council of the City of Sierra Madre adopted Resolution No. 15-69 designating the Historical Property as a historic landmark pursuant to the terms and provisions of Chapter 17 of the Sierra Madre Municipal Code; and

4. City and Owners, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of cultural and historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

B. Agreement.

NOW, THEREFORE, City and Owners, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

1. Effective Date and Term of Agreement. This Agreement shall be effective and commence on _____ and shall remain in effect for a term of ten (10) years thereafter. On the anniversary date of the contract, one year shall be added automatically to the initial term of the contract unless notice of nonrenewal is given as provided herein.

2. Notice of Nonrenewal

a. If the Owners or the City desire in any year not to renew the agreement, that party shall serve written notice of nonrenewal of the contract on the other party in advance of the renewal date of the agreement. Unless notice is served by the Owners at least 90 days prior to the renewal date or by the City at least 60 days prior to the renewal date, one year shall automatically be added to the term of the agreement.

b. If notice is served by the City, the Owners may make a written protest to the notice. The City may, at any time prior to the annual renewal date of the agreement, withdraw its notice to the Owners of nonrenewal.

c. If either the Owners or the City serves notice to the other of nonrenewal in any year, the agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the agreement, whichever may apply.

3. Valuation of Historic Property. During the term of this Agreement, Owners are entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

4. Standards for Historic Property. During the term of this Agreement, this Historic Property shall be subject to the following conditions, requirements and restrictions;

a. Owners shall preserve and maintain the characteristics of cultural and historical significance of the Historic Property. Attached hereto, marked as Exhibit B, and incorporated herein by this reference, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement. In addition, Owners shall comply with the terms of the City's Historic Preservation Ordinance requiring Owners to maintain the Historic Property in a good state of repair and shall obtain any applicable permits to restore the property to maintain its historic and cultural significance.

b. Owners shall submit annually to the Planning & Community Preservation Director a report which shall specify all work completed during the year to fulfill the requirements of their contract as outlined in Exhibit B and D for compliance review by the Planning Commission.

c. Owners shall, where necessary, restore and rehabilitate the Historic Property according to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation and the City of Sierra Madre. The condition of the exterior of the property, as of the effective date of this Agreement, is documented in photographs attached as Exhibit C. At a minimum, Owners shall continually maintain the Historic Property in the same condition as documented in Exhibit C.

d. Owners shall carry out specific restoration projects on the property as outlined by the City in Exhibit D, in accordance with the Secretary of Interior Standards for Historic Restoration.

e. Owners shall not be permitted to block the view corridor with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark from the public.

f. Owners shall allow reasonable periodic examinations, by prior appointment, of the exterior of the Historic Property by representatives of the County Assessor, State Department of Parks and Recreation, State Board of Equalization, and the City, as may be necessary to determine Owners' compliance with the terms and provisions of this Agreement.

5. Provisions of Information. Owners hereby agree to furnish City with any and all information requested by City which City deems necessary or advisable to determine eligibility of the property involved and compliance with the terms and provisions of this Agreement.

6. Cancellation.

a. City, following a duly noticed public hearing as set forth in California Government Code Section 50280, *et seq.*, may cancel this Agreement if it determines that Owners have breached any of the conditions of the Agreement or have allowed the property to deteriorate to the point

that it no longer meets the standards for a qualified historic property. City may also cancel this Agreement if it determines that the Owners have failed to restore or rehabilitates the Historic Property in the manner specified in paragraph 4 of this Agreement. In the event of cancellation, Owners shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280, et seq., described herein. Upon cancellation, the Owners shall pay a cancellation fee of twelve and one-half percent (12 ½%) of the full value of the property at the time of cancellation, as determined by the county assessor without regard to any restriction on such property imposed pursuant to this Agreement. The City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its right or legal remedies arising from the City's Historic Preservation Ordinance and Municipal Code.

b. If the historic property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than 60% of the original fabric of the structure must be replaced, this agreement shall be canceled because in effect the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

7. Enforcement of Agreement. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default, under the provisions of his/her Agreement by Owners, City shall give written notice to Owners by registered or certified mail addressed to the address stated in the Agreement, and if such a violation is not corrected to the reasonable satisfaction of the City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owners), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owners growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owners or apply for such other relief as may be deemed appropriate.

The City's right to enforce this Agreement pursuant to this a paragraph shall in no way limit or restrict its rights or legal remedies arising from the City's Historical Preservation Ordinance and Municipal Code.

8. Waiver. City does not waive any claim of default by Owners if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

9. Binding Effect of Agreement. The Owners hereby subjects the Historic Property described in Exhibit A hereto to the covenants, reservations and restrictions as set forth in this Agreement. City and Owners hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owners' successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owners hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts

development of the Historic Property. City and Owners hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owners.

10. Notice. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, or at any other address as may be later specified by the parties hereto.

City: City of Sierra Madre
Department of Planning & Community Preservation
232 W. Sierra Madre Boulevard
Sierra Madre, CA 91024

Owner: Mark and Kerri Abernathy
101 W. Bonita Avenue
Sierra Madre, CA 91024

11. General Provisions.

a. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint venture.

b. Owners agree to and shall hold City and its elected officials, officers, agents and employees harmless from liability for damage or claims which may arise from the direct or indirect use or operations of Owners or those of their contractor, subcontractor, agenda, employee or other person acting on his/her behalf which relates to the use, operation and maintenance of the Historic Property and from any injury to property caused by the restrictions on development of the Historic Property from application or enforcement of the City's Historical Preservation Ordinance or from the enforcement of this Agreement. Owners hereby agree to and shall defend the City and its elected officials, officers, agents and employees with respect to any and all actions for damage caused by, or alleged to have been caused by, reason of Owners' activities in connections with the Historic Property. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved this plans, specifications or other documents for the Historic Property.

c. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

d. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief by the court.

e. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

f. This Agreement shall be constructed and governed in accordance with the laws

of the State of California.

12. Recordation. No later than twenty (20) days after the parties execute and enter into this Agreement, the Owners shall cause the Agreement to be recorded in the office of the County Recorder of the County of Los Angeles. The Owners shall further provide written notice of the contract to the Office of Historic Preservation within six months of entering into the contract

13. Amendments. This Agreement may be amended, in whole or in part, only by written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, City and Owners have executed this Agreement on the day and year first written above.

CITY OF SIERRA MADRE

Dated: _____

By: _____
Mayor, City of Sierra Madre

OWNERS

Dated: _____

By: _____
Mark Abernathy

By: _____
Kerri Abernathy

RESTORATION/REHABILITATION PLAN

Exterior work shall be reviewed by the Planning Commission under a Certificate of Appropriateness and subject to the Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with size, scale, color, material, and character of the property, neighborhood, or environment.
10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

FINANCIAL ANALYSIS FOR MILLS ACT CONTRACT - 101 W. Bonita Avenue

REVENUES

	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1) Monthly Rental Income	\$4,500										
2) Annual Rental Income	\$54,000	\$54,000	\$54,000	\$54,000	\$54,000	\$54,000	\$54,000	\$54,000	\$54,000	\$54,000	\$54,000

ANNUAL EXPENSES

3) Insurance	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040	\$2,040
4) Utilities	\$7,080	\$7,080	\$7,080	\$7,080	\$7,080	\$7,080	\$7,080	\$7,080	\$7,080	\$7,080	\$7,080
5) Maintenance	\$24,182	\$24,182	\$24,182	\$24,182	\$24,182	\$24,182	\$24,182	\$24,182	\$24,182	\$24,182	\$24,182
6) Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7) Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8) Total Expenses (Sum Lines 3 - 7)	\$33,302	\$33,302	\$33,302	\$33,302	\$33,302	\$33,302	\$33,302	\$33,302	\$33,302	\$33,302	\$33,302

NET OPERATING INCOME
(Line 2 Minus 8)

	\$20,698	\$20,698	\$20,698	\$20,698	\$20,698	\$20,698	\$20,698	\$20,698	\$20,698	\$20,698	\$20,698
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CAPITALIZATION RATE

9) Interest Component	4.25%
10) Historic Property Risk (4% for SFD, 2% all other property)	4%
11) Property Tax Component	1%
12) Amortization Component	5%
13) Capitalization Rate (Sum Line 9 - 12)	12.25%

TAXES

	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
14) Mills Act Assessment (Net Operating Income/ Line 13)	\$168,963	\$168,963	\$168,963	\$168,963	\$168,963	\$168,963	\$168,963	\$168,963	\$168,963	\$168,963	\$168,963	\$168,963.3
15) Tax Under Mills Act (Line 14 X .01)	\$1,690	\$1,690	\$1,690	\$1,690	\$1,690	\$1,690	\$1,690	\$1,690	\$1,690	\$1,690	\$1,690	\$18,586
16) Current Tax	\$16,574	\$17,748	\$18,102	\$18,465	\$18,834	\$19,211	\$19,595	\$19,987	\$20,386	\$20,794	\$21,210	\$210,906
17) Tax Savings (Line 16 - Line 15)	\$14,884	\$16,058	\$16,412	\$16,775	\$17,144	\$17,521	\$17,905	\$18,297	\$18,696	\$19,104	\$19,520	\$192,320

THE FOLLOWING TABLE IS TO BE COMPLETED BY STAFF ONLY:

	Current	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
18) Annual Costs to City (Line 17 X 21%)	\$3,126	\$3,372	\$3,447	\$3,523	\$3,600	\$3,679	\$3,760	\$3,842	\$3,926	\$4,012	\$4,099	\$40,387

WEBSTER HOUSE PHOTOGRAPHS

101 West Bonita Avenue

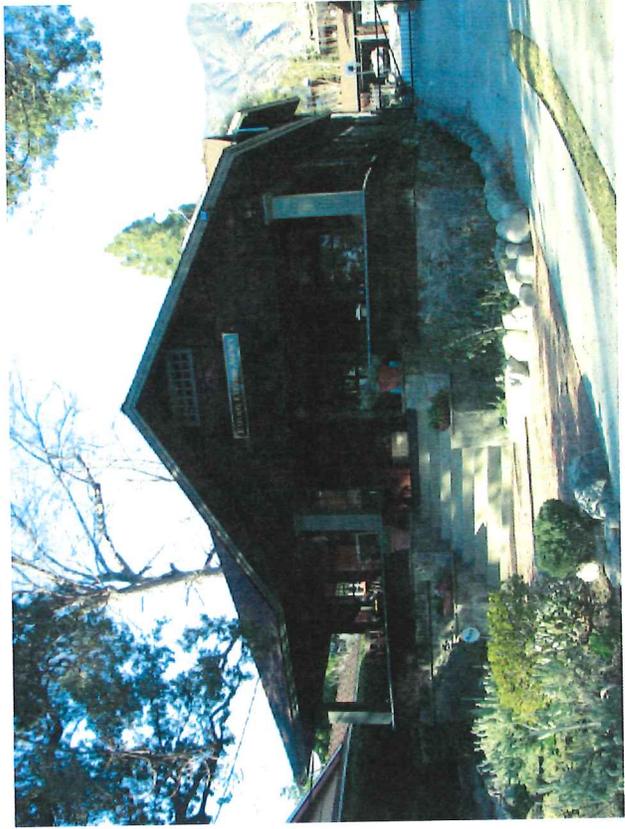
Mark Abernathy
December 13, 2016

Webster House, 101 W. Bonita Ave

1. Front Façade – 01/25/16



2. Front Façade – 01/25/16



Webster House, 101 W. Bonita Ave

3. Front Façade Sign – 6/1/15



4. Front Stoop – 6/1/15

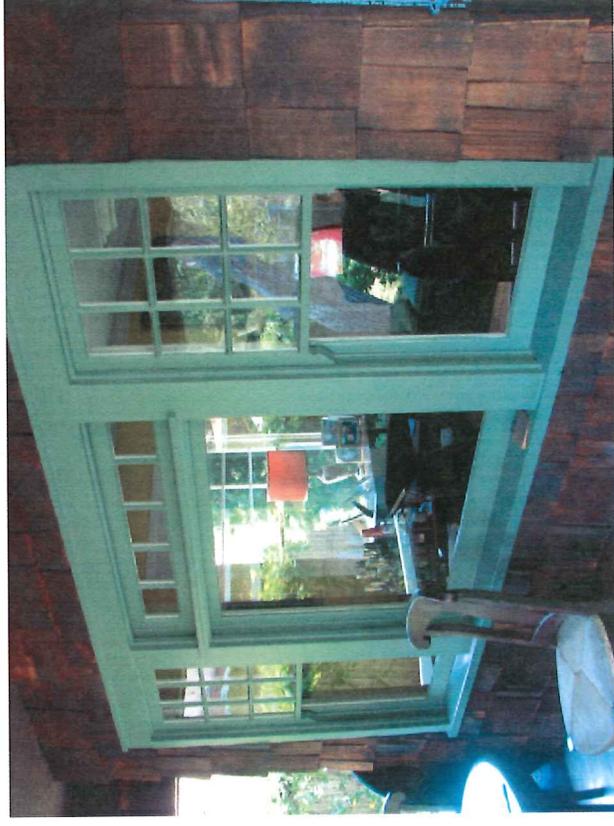


Webster House, 101 W. Bonita Ave

5. Front Porch – 6/1/15

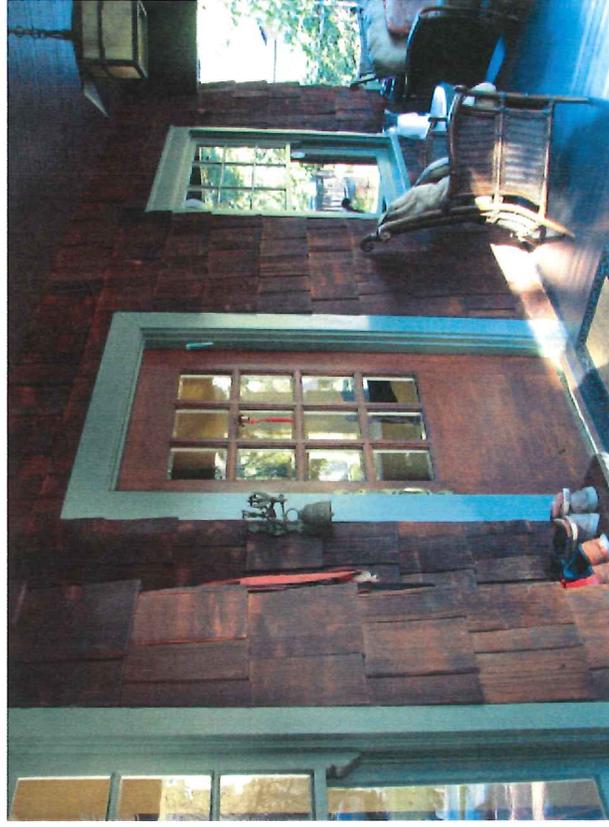


6. Front Windows – 6/1/15



Webster House, 101 W. Bonita Ave

7. Front Door – 1/25/16



8. East Façade – 1/25/16



Webster House, 101 W. Bonita Ave

9. East Façade – 06/1/15



10. East Façade – 01/25/16



Webster House, 101 W. Bonita Ave

11. Water Damaged Shingles – 1/25/16



12. Typical Window – 6/1/15



Webster House, 101 W. Bonita Ave

13. Rear Façade – 1/25/16



14. Rear Patio – 1/25/16



Webster House, 101 W. Bonita Ave

15. Rear Façade – 01/25/16



16. West Façade – 1/25/16



Webster House, 101 W. Bonita Ave

17. Chimney – 2/23/15



18. Fireplace – 1/25/16

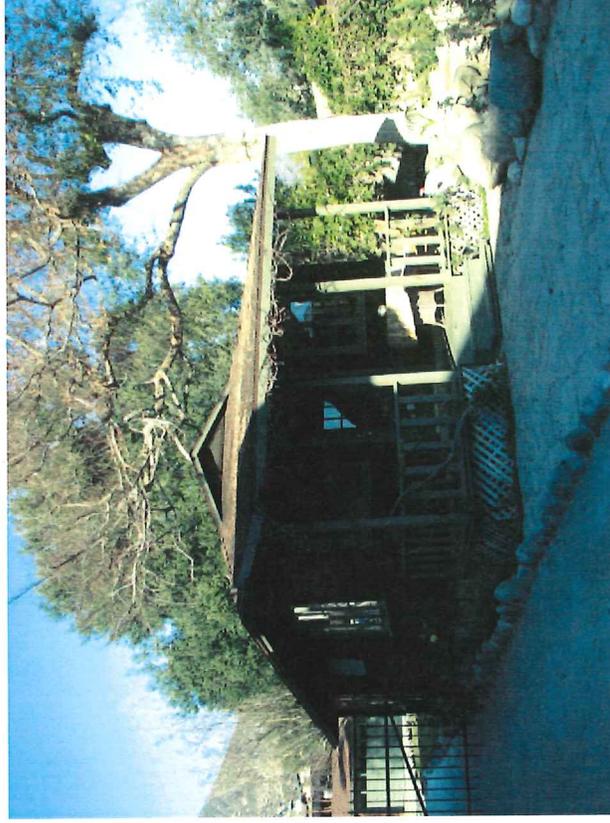


Webster House, 101 W. Bonita Ave

19. West Façade – 1/25/16

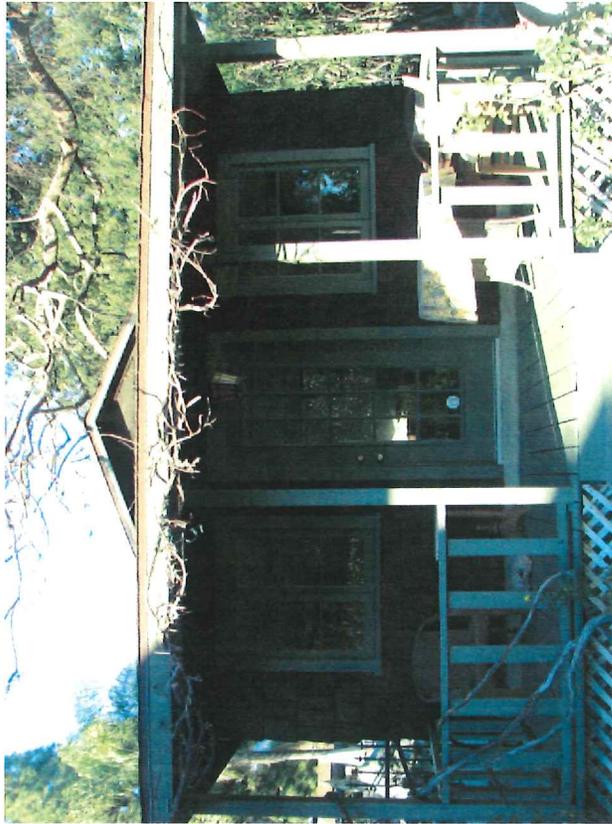


20. Guest House – 1/25/16



Webster House, 101 W. Bonita Ave

21. Guest House – 1/25/16



22. Guest House East Façade – 1/25/16



Webster House, 101 W. Bonita Ave

23. Guest House Rear Façade – 1/25/16

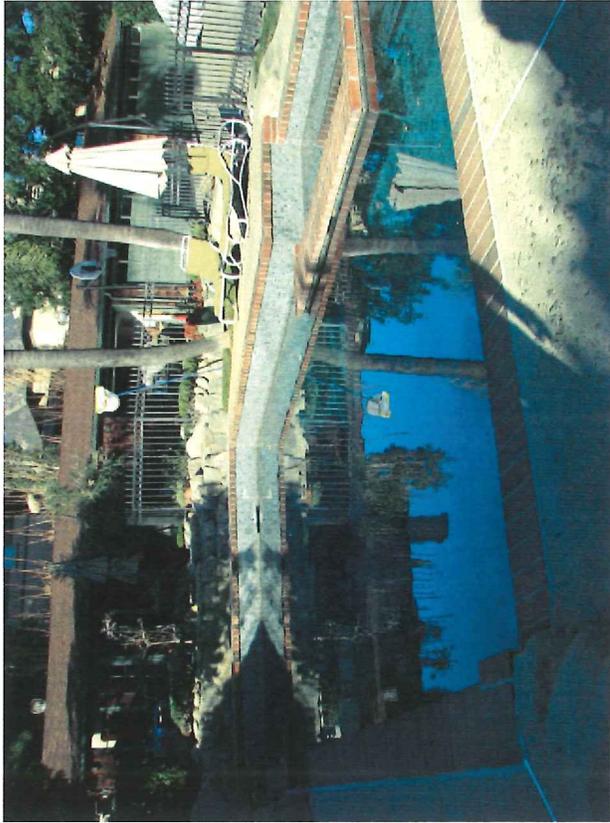


24. Play House – 1/25/16

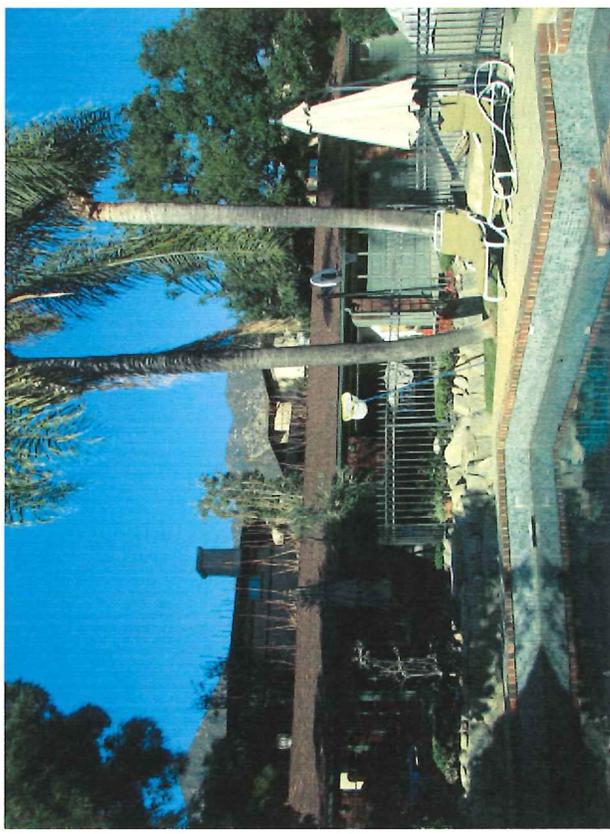


Webster House, 101 W. Bonita Ave

25. Swimming Pool – 1/25/16

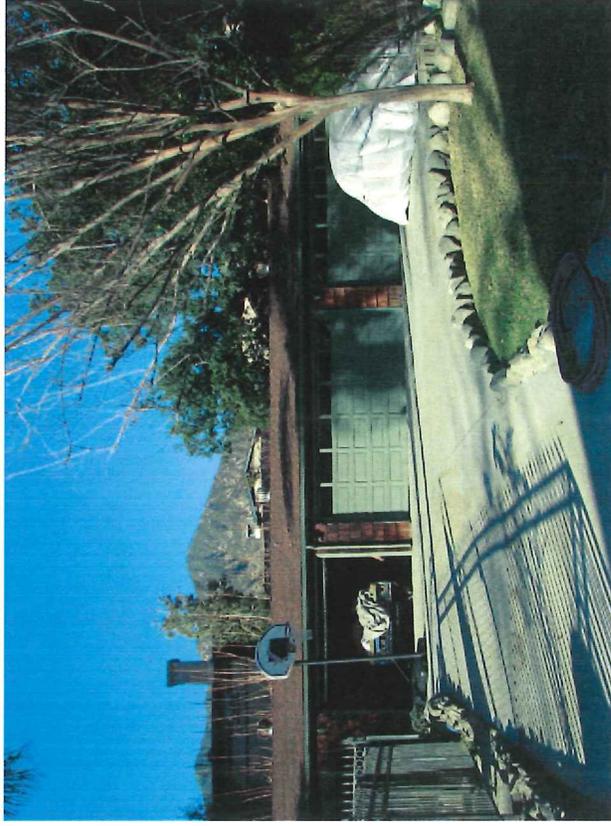


26. Swimming Pool & Garage – 1/25/16



Webster House, 101 W. Bonita Ave

27. Garage – 1/25/16



28. Garage – 1/25/16



Webster House, 101 W. Bonita Ave

29. Garage Roof – 1/25/16



30. Garage Office – 1/25/16



Webster House, 101 W. Bonita Ave

31. Garage West Façade – 1/25/16



32. Rear Patio – 1/25/16





City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor Goss and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Bruce Inman, Director of Public Works 

DATE: December 13, 2016

SUBJECT: PUBLIC HEARING: RESOLUTION 16-66 CANCELING THE SIERRA MADRE PUBLIC LIBRARY ADA ACCESS PROJECT AND APPROVING THE EXPENDITURE OF UP TO \$136,689 IN FEDERAL CDBG GRANT FUNDS ON THE INSTALLATION OF ADA-COMPLIANT PLAYGROUND SAFETY SURFACING IN THREE CITY PARKS

SUMMARY

Restrictions placed upon the use of federal Community Development Block Grant (CDBG) funds have rendered the proposed ADA improvements to the Sierra Madre Public Library ineligible for CDBG funding. As a result, the City Council must hold a public hearing and by resolution cancel the library project and approve a qualifying substitute project. Staff recommends that the City Council approve and adopt Resolution 16-66, canceling the Sierra Madre Public Library ADA access project and approving the expenditure of up to \$136,689 in federal CDBG grant funds on the installation of ADA-compliant playground safety surfacing in three city parks.

ANALYSIS

On December 8, 2015 the City Council adopted Resolution 15-71 approving the use of CDBG funds totaling \$136,689 for Americans with Disabilities Act improvements to the city's library. Since that date public works staff has worked closely with the Los Angeles County Community Development Commission (CDC), library stakeholders, the City's ADA consultant, and library staff to develop a project description that would meet the objectives of each group. On October 25th, the City Council approved the issuance of an RFP for professional engineering services for correction of ADA barriers to access and compliance issues in the areas on the north and east sides of the library.

On October 26th, staff met with a senior CDC staff member to discuss the library project. To summarize that meeting, CDC has disallowed the library ADA project on the

basis that the federal CDBG funds can be used only for material barriers to access, not for correction of compliance issues and that the funds cannot be utilized to make improvements serving only a limited clientele. Almost all of the site improvements selected for replacement under the proposed Library project were held to be either compliance corrections or serving of a limited clientele and therefore disallowed.

Staff is therefore recommending that the City Council cancel the Library ADA project as the City's selected use of CDBG funds. It is necessary to identify another project as quickly as possible in order to spend down or at least demonstrate a good faith effort to spend down \$70,220 in CDBG funds that may lapse if not spent by March 31, 2017. In other words, if the funds have not been expended by March 31 and there is not a City Council-approved plan for expenditure, it will be very difficult to appeal the CDC "recapture" of the \$70,220 for use elsewhere.

The City has a history of using CDBG funds for a variety of projects, including residential rehabilitation "Handyworker" projects (late 1990's), reconstruction of the Senior Center restrooms, Senior Computer classes, scholarships for after school daycare, and installation of automatic doors on public buildings. Federal regulations state that unless 50% of the community is in the low to moderate income category, CDBG funds are very limited in their use in the community. After having a project disallowed (that had received no concerns from CDC in previous communications with them) staff was concerned that Sierra Madre would have a very difficult time identifying a qualifying project in a timely manner. Staff asked the CDC representative what other cities in Sierra Madre's position have been utilizing the funds for.

According to the CDC rep, ADA approved playground safety surfacing is currently being approved by CDC for multiple cities. The rep provided contact information for the City of Cerritos staff that have successfully implemented a playground surfacing project in that city. Public Works has been able to obtain a great deal of information and boilerplate documents that will enable staff to expedite the project approval and bidding process for a surfacing project.

Staff proposes that a resurfacing project be developed to include the playgrounds at Sierra Vista Park, Mt. Wilson Trail Park, and enlargement of the existing ADA surfacing at Memorial Park. Based upon estimated areas of the three parks' playgrounds and the prices recently bid on Cerritos' parks, staff estimates a cost to Sierra Madre of approximately \$135,000.

The new playground surface will be ADA accessible and will correct seven of the nine ADA deficiencies noted in the DAC survey, with the remaining two deficiencies possibly cured by relocating play equipment during surfacing installation.

Poured-in-place playground surfacing is available with up to ten year warranties. The project bid documents will be written to require the maximum available warranty on the surfacing material.

FINANCIAL REVIEW

There is no financial impact associated with this agenda item.

CEQA

The proposed playground surfacing project is categorically exempt from CEQA under CCR Title 14, Chapter 3, Article 19, Section 15301 as the minor alteration of an existing public facility involving no expansion of use.

PUBLIC NOTICE PROCESS

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

STAFF RECOMMENDATION

Staff recommends that the City Council hold a public hearing on the matter and approve and adopt Resolution 16-66, canceling the Sierra Madre Public Library ADA access project and approving the expenditure of up to \$136,689 in federal CDBG grant funds on the installation of ADA-compliant playground safety surfacing in three city parks.

Attachments: Resolution 16-66
 Notice of Public Hearing

RESOLUTION 16-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA CANCELING THE SIERRA MADRE PUBLIC LIBRARY ADA ACCESS PROJECT AND APPROVING THE EXPENDITURE OF UP TO \$136,689 IN FEDERAL CDBG GRANT FUNDS ON THE INSTALLATION OF ADA-COMPLIANT PLAYGROUND SAFETY SURFACING IN THREE CITY PARKS

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

WHEREAS, the City Council of the City of Sierra Madre conducted a public hearing, pursuant to applicable law, on December 13, 2016 to consider the reallocation of Community Development Block Grant (CDBG) funds for Fiscal Years 2014-2018; and,

WHEREAS, the use of CDBG funds is strictly limited by law; and

WHEREAS, the City of Sierra Madre has a three-year Cooperation Agreement with the Los Angeles County Community Development Commission (LACDC) for Fiscal Years 2015-16, 2016-17 and 2017-18; and

WHEREAS, the project for which the City Council had, by adoption of Resolution 15-71 in December of 2015, allocated Community Development Block Grant funds has been disallowed by the; and

WHEREAS, said Sierra Madre Public Library ADA Improvements project must be cancelled and replaced with a qualifying project; and

WHEREAS, with the assistance of LACDC staff, the City has identified a qualifying project for the use of CDBG funds; and

WHEREAS, the City of Sierra Madre desire to re-allocate \$136,689 in federal CDBG funds to make ADA improvements to three city-owned public playgrounds.

NOW THEREFORE, BE IT RESOLVED:

Section 1: The Sierra Madre Public Library ADA improvement project is cancelled.

Section 2: The proposed project to install poured-in-place rubber playground surfacing in the playgrounds at Mt. Wilson trail Park, Sierra Vista Park, and Memorial Park is hereby approved.

Section 3: The City Manager is authorized and directed to execute any and all documents necessary to complete the exchange of funds on behalf of the City of Sierra Madre.

Section 4: This Resolution shall take effect immediately.

Section 5: The City Clerk shall certify the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED, and ADOPTED, the 13th day of December 2016 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Gene Goss, Mayor

ATTEST: I hereby certify that the foregoing resolution was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 13th day of December 2016.

Melinda Carrillo, City Clerk
City of Sierra Madre, California

Notice of Public Hearing

SUBJECT: Resolution 16-66, canceling the Sierra Madre Public Library ADA access project and approving the expenditure of up to \$136,689 in federal CDBG grant funds on the installation of ADA-compliant playground safety surfacing in three city parks.

The Los Angeles County Community Development Commission has disallowed the use of Community Development Block Grant (CDBG) Funds for the correction of ADA access deficiencies at the Sierra Madre Public Library. As a result the City must cancel that use of CDBG funds as approved under City Council Resolution 15-71 on December 8, 2015.

The City of Sierra Madre is intending re-allocate the city's CDBG funding allocation in the amount of \$136,689 for the installation of ADA accessible playground surfacing at Mt. Wilson Trail Park, Sierra Vista Park, and Memorial Park. A public hearing for the planned re-allocation of CDBG funding is scheduled to take place at 6:30 p.m. on December 13, 2016, at the Sierra Madre City Hall, 232 W. Sierra Madre Blvd., Sierra Madre.

Interested parties are welcome to attend and provide testimony on this subject matter during said public hearing.

Posted November 2, 2016

Bruce Inman
Director of Public Works



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Elaine Aguilar, City Manager 

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

REVIEWED BY: Teresa L. Highsmith, City Attorney

DATE: December 13, 2016

SUBJECT: URGENCY ORDINANCE 1383-U OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE AMENDING TITLE 17, CHAPTER 17.22 (SECOND UNITS) OF THE SIERRA MADRE MUNICIPAL CODE TO COMPLY WITH STATE REQUIREMENTS FOR ACCESSORY DWELLING UNITS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 65582.1, 65583.1, 65589.4, 65852.2, 65852.150, AND 66412.2.

SUMMARY

The City Council will consider the adoption of Urgency Ordinance No. 1383-U, by amending Title 17, Chapter 17.22 (Second Units) of the Sierra Madre Municipal Code. Government Code Section 36937(b) authorizes the City to adopt an ordinance as an urgency measure to protect the public peace, health or safety, containing a declaration of facts constituting the urgency and passed by a four-fifths vote of the City Council.

Staff recommends that the City Council adopt the proposed urgency ordinance to update the City's standards to achieve compliance with Senate Bill No. 1069 (SB 1069) signed by Governor Brown on September 27, 2016. SB 1069 expands a property owner or developer's ability to build a second residential dwelling unit on their property and simultaneously restricts discretionary and regulatory authority over such development.

SB 1069 takes effect on January 1, 2017. Existing local ordinances that fail to include or are in conflict with these new provisions on the date the new law goes into effect are considered "null and void," and are effectively repealed.

The nature of the amendments will require the City of Sierra Madre to adopt an ordinance before December 31, 2016, in order to avoid the existing Second Unit ordinance from becoming null and void.

At the meeting on November 17, 2016, the Planning Commission unanimously recommended that the City Council approve Urgency Ordinance 1383-U, amending Chapter 17.22 (Second Units). Attached is Planning Commission Resolution 16-11, MCTA 16-04, and Urgency Ordinance 1383-U for City Council consideration.

BACKGROUND

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

Since the last series of amendments, in September 2016, Governor Brown signed new legislation into law, SB 1069 which introduces new development standards for accessory dwelling units.

Summarized below are the local controls that agencies retain under SB 1069:

- Determination of which single-family and multi-family zoning districts are appropriate for ADU development and identification of appropriate and consistent land use designations in the general plan;
 - In making such zoning determination, a local agency may consider the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.
- May require that an applicant seeking to build an ADU not exceed the allowable total floor area ratio and lot coverage for the applicable zone;
- May require an owner to occupy either the primary dwelling or the ADU;
- May restrict the ADU, if rented, to periods longer than 30 days (thereby prohibiting short-term rentals or "Airbnb" uses);
- May require that an ADU is not intended for sale separate from the primary dwelling;
- May require an ADU to comply with local building codes;
- May impose setback requirements for new ADU construction, other than for garage conversions;

- May impose parking, height, setback, lot coverage, landscape and architectural review and maximum unit size where the property is listed in the California Register of Historic Places;
 - Other than for historic properties, SB 1069 does not specify any height limitations or limit the ability of a local agency to impose height standards/restrictions for an ADU.

ANALYSIS

Senate Bill 1069 imposes new limitations on a local agency's authority that may have a direct impact on the City of Sierra Madre's Second Unit Ordinance. The new requirements are included in the proposed draft urgency ordinance specific to allowable floor area, parking requirements, fire sprinkler requirements, and garage conversions (including setbacks specific to garage conversions). A discussion of each topic is provided below and identifies if the current code complies with the requirement, or if the code section must be amended:

Allowable Floor Area

Sierra Madre Municipal Code Section 17.22.050 currently imposes a maximum size of 800 square feet for a second unit. This Code Section will be amended to comply with the new regulatory restriction establishing allowable floor area thresholds for attached and detached Accessory Dwelling Units as described below:

- The maximum floor area for **attached** ADU may not exceed 50% of the existing living area (including a basement and attic) of the single-family dwelling or 1,200 square feet, whichever is less.
- A maximum floor area for a **detached** ADU may not exceed 1,200 square feet.

Parking

Sierra Madre Municipal Code Section 17.22.070 currently prohibits tandem parking. SB 1069 permits parking in setback areas and through tandem parking. This section of the code will need to be amended to comply with these new restrictions.

Fire Sprinklers

SB 1069 restricts local agencies from imposing fire sprinklers for construction of an attached ADU unless it also requires them for the existing single-family residence.

If the Fire Code requires sprinklers for new residential structures, then a detached ADU should be required to have this safety feature even if the primary structure was originally constructed without it.

Utility Connections, Fees, and Capacity Charges

Local agencies may not consider an ADU to be a new residential unit for purposes of calculating utility connection fees, including water and sewer service.

A local agency may require a separate utility connection and separate meter for a detached ADU, but not for an attached ADU. Where a private sewage disposal system (septic tank) is proposed or in use by the primary structure, a local agency may require approval of a local health officer to permit an ADU.

Sierra Madre Municipal Code Section 17.22.100 already prohibits separate meter connections for a second unit, and is therefore in compliance with this resection.

Garage Conversions

Setbacks – SB 1069 eliminates setback requirements for ADUs located in a converted garage and establishes maximum setbacks of no more than five feet from the side and rear lot lines for an ADU constructed above a garage.

Sierra Madre Municipal Code Section 17.22.085 needs to be amended for consistency with this restriction, specific to garage conversions.

Height – Code Section 17.22.060–Height currently establishes height limitations for Second Dwelling Units; which limits a second detached unit to 12 feet in height. Under current code, this provision may be exceeded provided a conditional use permit is granted. Applying this existing requirement over an existing single-story garage also requires a conditional use permit for any second story addition in the R-1 (Single Family Residential) Zone.

These provisions potentially create a conflict with SB 1069 which provides for a ministerial approval process, thereby by limiting the ability to require a CUP to construct a second floor over an existing garage in order to accommodate an ADU. However, the provisions of SB-1069 give the local jurisdiction the ability to impose parking, height, setback, lot coverage, landscape and architectural review and maximum unit size where the property is listed in the California Register of Historic Places. Other than for historic properties, SB 1069 does not specify any height limitations or limit the ability of a local agency to impose height standards/restrictions for an ADU.

Staff is proposing to retain the height restriction of 12 feet for single-story detached ADU's, which would require a request for a two-story ADU to obtain a conditional use permit in compliance with R-1 Zoning standards.

Short-term Rentals

SB 1069 also provides a provision for a local agency to restrict the ADU, if rented, to periods longer than 30 days. This provision will be included in the amendment as a new Section 17.22.085 – Rental Restrictions.

Proposed Text Amendments to Chapter 17.22

Below is a table which summarizes the proposed changes. A red line version of Chapter 17.22 is also attached as Exhibit A.

CONSISTENCY WITH GENERAL PLAN

The proposed amendments are required out of public necessity, convenience and general welfare (SMMC 17.64.010) in that the Municipal Code Text Amendment is to achieve compliance with Senate Bill 1069, requiring applications for second units (also referred to as Accessory Dwelling Units, or ADU) to be considered ministerial, without discretionary review. The allowance of second units also addresses regional housing needs while maintaining the community's small town character. The City recognizes that attached and detached second units can facilitate the provision of second units for seniors, caregivers, and other low and extremely low income households. Furthermore, the amendments are generally consistent with the goals, policies, and objectives of the General Plan to protect low-density single-family residential uses in the City.

FINANCIAL REVIEW

There is no fiscal impact related to the adoption of Urgency Ordinance 1383-U. Staff time was incurred in the preparation of the report and draft ordinance.

CEQA FINDINGS

An Initial Study was prepared for the 2008-2014 Housing Element in accordance with the City's guidelines implementing the California Environmental Quality Act (CEQA). This Initial Study was undertaken for the purpose of deciding whether the measures identified in the Housing Element to fulfill the City's RHNA allocation may have a significant effect on the environment. On the basis of the Initial Study, City staff concluded that they will not have a significant effect on the environment, and a Negative Declaration was adopted by City Council on June 11, 2013. The project also qualifies for a Statutory Exemption pursuant to Section 15061(b)(3), in that the City can say with certainty that there is no possibility that the activity in question may have a significant effect on the environment because adding the regulatory requirement of a conditional use permit in order to build a second story unit is not likely to result in additional construction beyond that already permissible.

URGENCY ORDINANCE

The City Council finds, pursuant to Government Code Section 36937, that it is necessary to take immediate action to amend the City's existing Second Unit Ordinance for compliance with SB 1069, which was signed into law on September 27, 2016, and to ensure orderly development and compliance with the goals of the General Plan; without

immediate action, the City's Second Unit Ordinance would be considered "null and void" on January 1, 2017.

PUBLIC NOTICE PROCESS

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

ALTERNATIVES

The City Council has the following alternatives:

1. Recommend adoption of Urgency Ordinance 1383-U amending Chapter 17.22 (second units), pursuant to Planning Commission Resolution 16-11, in compliance with Senate Bill 1069.
2. Recommend adoption of Urgency Ordinance 1383-U with revisions.

RECOMMENDATION

Staff recommends Alternative No. 1, that the City Council adopt Urgency Ordinance 1383-U amending Chapter 17.22 (second units), pursuant to Planning Commission Resolution 16-11, in compliance with Senate Bill 1069.

Attachments (4):

- Exhibit A – Urgency Ordinance 1383-U
- Exhibit B – MCTA 16-04 (Redline)
- Exhibit C – Planning Commission Resolution 16-11
- Exhibit D – Senate Bill 1069

EXHIBIT A

Urgency Ordinance No. 1383-U

ORDINANCE NO. 1383-U

URGENCY ORDINANCE 1383-U OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE AMENDING TITLE 17, CHAPTER 17.22 (SECOND UNITS) OF THE SIERRA MADRE MUNICIPAL CODE TO COMPLY WITH STATE REQUIREMENTS FOR ACCESSORY DWELLING UNITS AND DECLARING THE URGENCY THEREOF IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 65582.1, 65583.1, 65589.4, 65852.2, 65852.150, AND 66412.2.

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

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

WHEREAS, a housing program objective of the 2014-2021 Housing Element is to amend the City's current second unit ordinance (Chapter 17.22 of the Municipal Code) to better facilitate the provision of second units for seniors, caregivers, and other low and extremely low income households; and

WHEREAS, second units offer a benefit to homeowners by receiving a supplementary income by renting out their second units, which can help many modest income and elderly homeowners afford to remain in their homes; and

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

WHEREAS, an amendment to Chapter 17.22 of the Municipal Code was adopted by the City Council on November 26, 2013 removing constraints to the production of second units in the city; and

WHEREAS, it was identified that some of the provisions in the amended ordinance were still preventing homeowners from applying for a second unit permit. An amendment to Chapter 17.22 of the Municipal Code was adopted by the City Council on November 10, 2015 removing constraints which included the requirement that the subject property conform with all other requirements of the underlying zone, onerous secondary frontage setback requirements when converting existing structures to second units on reverse corner lots, limitation on minimum unit size, and lack of health and safety inspection requirements for the conversion of existing structures to second units; and

WHEREAS, the state Legislature passed Senate Bill 1069 (SB 1069) on September 27, 2016 requiring applications for second units (also referred to as Accessory Dwelling Units, or ADU) to be considered ministerially, without discretionary review of a public hearing, and introduced new development standards including allowable floor area, parking

WHEREAS, by December 31, 2016, local municipalities must adopt land use regulations and/or ordinances in order to avoid the existing Second Unit Ordinance from becoming null and void; and

WHEREAS, an Initial Study was prepared for the 2008-2014 Housing Element in accordance with the City's guidelines implementing the California Environmental Quality Act (CEQA). This Initial Study was undertaken for the purpose of deciding whether the measures identified in the Housing Element to fulfill the City's RHNA allocation may have a significant effect on the environment. On the basis of the Initial Study, the Planning Commission and City Council concluded that they will not have a significant effect on the environment, and a Negative Declaration was adopted by City Council on June 11, 2013; and

WHEREAS, the amendments also qualify for a Statutory Exemption pursuant to Section 15061(b)(3), in that the City can say with certainty that there is no possibility that the activity in question may have a significant effect on the environment because adding the regulatory requirements included in Senate Bill 1069 is unlikely to result in additional construction beyond that already permissible; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on November 17, 2015, and thereafter recommended that the City Council approve this Ordinance; and

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

WHEREAS, notice was duly given of the public hearing held on December 13, 2016, with all testimony being received being made part of the public record; and

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

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

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

SECTION 2. Urgency Findings: The City Council finds, pursuant to Government Code Section 36937, that it is necessary to take immediate action to amend the City's existing Second Unit Ordinance for compliance with SB 1069, which was signed into law on September 27, 2016, and to ensure orderly development and compliance with the goals of the General Plan; without immediate action, the City's Second Unit Ordinance would be considered "null and void" on January 1, 2017.

SECTION 3. Municipal Code Amendment. Chapter 17.22, entitled "Second Units (also referred to as Accessory Dwelling Units)", is hereby amended in its entirety with a new Chapter 17.22, which shall read as follows:

- 17.22.005 - Findings and determinations.
- 17.22.010 - Purpose.
- 17.22.020 - Definition.
- 17.22.030 - Permitted areas.
- 17.22.040 - Standards of development—Generally.
- 17.22.050 - Allowable floor area.
- 17.22.060 - Height.
- 17.22.070 - Parking.
- 17.22.080 - Access and facilities.
- 17.22.085 - All other standards.
- 17.22.090 - Owner occupancy required.
- 17.22.095 – Rental Restrictions.
- 17.22.100 - Utilities.
- 17.22.110 - Ownership.
- 17.22.120 – Conversion of existing structures into second units.
- 17.22.130 - Recordation.
- 17.22.140 - Permit process.
- 17.22.150 - Permit termination.
- 17.22.160 - Permit revocation.
- 17.22.170 - Severability.

17.22.005 - Findings and determinations.

The City Council finds and determines:

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

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

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

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

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

17.22.010 - Purpose.

The purpose of this chapter is to implement Assembly Bill No. 1866, Chapter 1062 of Stats. 2002. It is also the purpose of this chapter to allow for an increase in the supply of affordable housing in the city in conformance with the goals and policies of the housing element of the Sierra Madre general plan. It is the intent of the city to encourage secondary dwelling units and impose standards to enable homeowners to create second units that will not aggravate or create neighborhood problems. In doing so, and to ensure that no avoidable adverse impacts on the public health, safety, and general welfare result from the creation of a second unit, this chapter provides standards for the approval of such second units that limit the circumstances under which second units may be permitted

consistent with the findings and determinations set forth in Section 17.22.005 and the purposes of this chapter.

17.22.020 - Definitions.

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

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

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

17.22.030 - Permitted areas.

One second unit shall be permitted only on residentially zoned lots with the following limitations : (i) no second unit shall be permitted on a lot having an existing guest house; (ii) no lot with a second unit shall be permitted to have a guest house; (iii) no existing guest house may be converted to a second unit except with full compliance with this chapter; and (iv) neither the primary residential dwelling unit nor the second unit shall be a mobile home, trailer, or vehicle; (v) no garage which satisfies the parking requirements of the primary unit shall be converted to a second unit without providing alternative required parking on-site.

17.22.040 - Standards of development—Generally.

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

17.22.050 - Allowable floor area.

A. The total floor area of all buildings on the lot, including the second unit, shall not exceed the maximum floor area otherwise allowed in accordance with this title. An attached second unit shall not exceed fifty percent of the existing living area (including a basement and attic) of the single family dwelling or 1,200 square feet, whichever is less.

B. The maximum floor area for a detached Second Unit may not exceed 1,200 square feet.

17.22.060 - Height.

The maximum height of a detached new second unit shall be twelve feet as measured in accordance with the height provisions of the underlying residential zone.

17.22.070 - Parking.

One on-site parking space shall be designated for the second unit in addition to the required on-site parking for the primary dwelling unit. In order to accommodate required parking on site, parking for a second unit may be allowed in setback areas (in locations determined by the city) and through tandem parking.

17.22.080 – Access and facilities.

All new second units shall have a separate entrance and contain a separate kitchen and bathroom facility.

17.22.085 - All other standards.

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

- A. New second units located on a reversed corner lot shall provide a minimum setback along the secondary frontage equal to the front yard setback of the underlying zone.
- B. The minimum required side yard setback of an existing accessory structure being converted to a second unit on a reversed corner lot shall be the same as that of the primary structure along the secondary frontage.

17.22.090 - Owner occupancy required.

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

17.22.095 – Rental Restrictions.

No second unit shall be used as a "short term" rental.

17.22.100 - Utilities.

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

17.22.110 - Ownership.

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

17.22.120 – Conversion of existing structures into second units.

- A. Prior to the approval of a second unit permit for the conversion of an existing structure for which there is no record of a building permit being issued, satisfactory completion of a safety inspection by the City's Building Official and Fire Department is required. An applicant must commit to upgrade the second unit to health and safety codes in order to be granted approval of a second unit permit, including without limitations the following items:
1. Independent entrance to second unit.
 2. Direct access to exterior of building from bedroom (door or window).
 3. Adequate light and ventilation in each habitable room.
 4. Minimum 7-foot-high ceiling in all rooms, kitchens, halls, and baths.
 5. Properly installed electrical wiring including separate access to electrical shut off.
 6. Structural Integrity:
 - a) Foundation not cracked, damaged, or shifting.
 - b) Framing not sagging or deteriorated.
 7. Comfort Heating:
 - a) Heating as required per the Building Code.
 - b) Separate access to gas shut-off, if applicable.
 8. Working Plumbing:
 - a) Kitchen and bathroom facilities with hot water.
 - b) Water heater strapped and properly vented.
 - c) Connection to approved sewage system.
 9. Fire Safety:

- a) Hallways serving sleeping rooms must have smoke and carbon monoxide detectors.
- b) Each sleeping room must have a smoke detector.

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

17.22.130 - Recordation.

As a prerequisite to obtaining a building permit, the applicant for a second unit permit shall cause to be recorded a covenant or deed restriction (in a form approved by the city attorney) specifying that the second unit will at all times comply with the provisions of this chapter and applicable state law. The recorded covenant shall run with the land, shall set forth the requirements of this chapter, and shall contain provisions implementing the requirements of this chapter, including but not limited to authorizing the city to make periodic inspections to ascertain compliance with the requirements of this chapter and the terms of the recorded covenant, and authorizing the city to abate any violation of this chapter at the cost of the then owner, including that the city may record a lien to recover the cost of such abatement proceedings including all reasonable administrative costs in connection therewith.

17.22.140 - Permit process.

All proposed second dwelling units are subject to review for compliance with the terms of this chapter by the director of Planning and Community Preservation. A second unit application must be submitted to the city along with the appropriate fee as established by the city council by resolution in accordance with applicable law, and a list, in a form required by the city for property owner notifications, of property owners within a three hundred foot radius of the property on which the second unit is proposed. Property owners within a three hundred-foot radius of the property for which a new second dwelling application is made shall be notified in writing of the second dwelling unit application at least twenty days prior to the date of the director's action on the second unit permit application. The director shall complete the review of the application for a second unit permit within thirty days of receipt of a complete submission. Review of, and the denial of or granting of, an application for a second unit permit by the city is a ministerial action. The director shall not approve an application for a second unit permit or issue a second unit permit unless the proposed second unit complies with the requirements of this

chapter. The decision of the director shall be final and conclusive. An applicant who obtains a second unit permit shall be required to obtain a building permit for the second unit. This chapter is not intended to amend the California Environmental Quality Act requirement relating to historic resources.

17.22.150 - Permit termination.

A second unit permit validly issued pursuant to this chapter shall terminate when any one or more of the following occur: (1) the permit is not used within one hundred eighty days from the date of permit issuance; (2) the permit has been abandoned or discontinued for one hundred eighty consecutive days; (3) the second unit owner files a declaration with the director of Planning and Community Preservation that the permit has been abandoned or discontinued and the second unit has been removed from the property; (4) the permit has expired by its terms; or (5) the permit has been revoked as provided in Section 17.22.160.

17.22.160 - Permit revocation.

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

17.22.170 - Severability.

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

SECTION 4. California Environmental Quality Act. The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the Planning Commission and City Council, and hereby determines that the Initial Study prepared for the 2008-2014 Housing Element in accordance with the City's guidelines implementing the California Environmental Quality Act (CEQA) was undertaken for the purpose of deciding whether the housing program objectives identified in the Housing Element to fulfill the City's RHNA allocation may have a significant effect on the environment. The amendments also qualify for a Statutory Exemption pursuant to Section 15061(b)(3), in that the City can say with certainty that there is no possibility that the activity in question may have a significant effect on the environment because adding the regulatory requirement of a conditional use permit in order to build a second story unit is not likely to result in additional construction beyond that already permissible. Therefore, the City Council concludes that the amendments to Chapter 17.22 will not have a significant effect on the environment.

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

SECTION 6. Certification. The City Clerk shall cause this Urgency Ordinance to be published in accordance with California Government Code Section 36933, shall certify to the adoption of this Urgency Ordinance, and shall cause this Urgency Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City Council. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published or posted in the manner prescribed by law.

PASSED AND ADOPTED this 13th day of December, 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

Gene Goss, Mayor

ATTEST:

Melinda Carrillo, City Clerk

EXHIBIT B

Municipal Code Text Amendment

16-04

MUNICIPAL CODE TEXT AMENDMENT 16-04

Chapter 17.22 - SECOND UNITS

Sections:

- 17.22.005 - Findings and determinations.
- 17.22.010 - Purpose.
- 17.22.020 - Definition.
- 17.22.030 - Permitted areas.
- 17.22.040 - Standards of development—Generally.
- 17.22.050 - Allowable floor area.
- 17.22.060 - Height.
- 17.22.070 - Parking.
- 17.22.080 - Access and facilities.
- 17.22.085 - All other standards.
- 17.22.090 - Owner occupancy required.
- 17.22.095 – Rental Restrictions.
- 17.22.100 - Utilities.
- 17.22.110 - Ownership.
- 17.22.120 – Conversion of existing structures into second units.
- 17.22.130 - Recordation.
- 17.22.140 - Permit process.
- 17.22.150 - Permit termination.
- 17.22.160 - Permit revocation.
- 17.22.170 - Severability.

17.22.005 - Findings and determinations.

The City Council finds and determines:

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

B. Senate Bill 1069, signed into law on September 27, 2016 by the Governor of the state of California and effective January 1, 2017, affecting, among

other provisions of state law, California Government Code Sections 65582.1, 65852.2, 65583.1, 65589.4, 65852.150, 66412.2, 65852.2, introduces new development standards including allowable floor area, garage conversion requirements, setback provisions, rental restrictions, fire sprinkler requirements, and utility connections.

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

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

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

17.22.010 - Purpose.

The purpose of this chapter is to implement Assembly Bill No. 1866, Chapter 1062 of Stats. 2002. It is also the purpose of this chapter to allow for an increase in the supply of affordable housing in the city in conformance with the goals and policies of the housing element of the Sierra Madre general plan. It is the intent of the city to encourage secondary dwelling units and impose standards to enable homeowners to create second units that will not aggravate or create neighborhood problems. In doing so, and to ensure that no avoidable adverse impacts on the public health, safety, and general welfare result from the creation of a second unit, this chapter provides standards for the approval of such second units that limit the circumstances under which second units may be permitted consistent with the findings and determinations set forth in Section 17.22.005 and the purposes of this chapter.

17.22.020 - Definitions.

For the purpose of this chapter, a "second unit" also known as an "accessory dwelling unit," is a second dwelling unit located on the same lot as the primary single family dwelling unit, which second dwelling unit is either attached to, or detached from, the primary single family dwelling unit, and which provides

~~complete, independent living facilities for no more than two persons. A second unit shall include permanent living facilities including permanent but separate provisions for living, sleeping, eating, cooking, and sanitation and shall contain a full bath, a kitchen and not more than one bedroom. means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, eating, cooking, sanitation, and shall have no more than one bedroom and shall be located on the same parcel as the single-family dwelling is situated.~~

“Converted or Conversion” means the repurposing of all or a portion of an existing structure as a second unit entirely within the existing structure building envelope and in accordance with all requirement residential building and construction standards set forth in the applicable California Building Codes.

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

17.22.030 - Permitted areas.

One second unit shall be permitted only on residentially zoned lots with the following limitations : (i) no second unit shall be permitted on a lot having an existing guest house; (ii) no lot with a second unit shall be permitted to have a guest house; (iii) no existing guest house may be converted to a second unit except with full compliance with this chapter; and (iv) neither the primary residential dwelling unit nor the second unit shall be a mobile home, trailer, or vehicle; (v) no garage which satisfies the parking requirements of the primary unit shall be converted to a second unit without providing alternative required parking on-site.

17.22.040 - Standards of development—Generally.

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

17.22.050 - Allowable floor area.

A. All second units, whether attached or detached, shall have a maximum floor area of eight hundred square feet. The total floor area of all buildings on the lot, including the second unit, shall not exceed the maximum floor area otherwise allowed in accordance with this title. An attached second unit shall not exceed ~~thirty percent of the floor area of the principal single family dwelling to which the second unit is attached~~ fifty percent of the existing living area (including a basement and attic) of the single family dwelling or 1,200 square feet, whichever is less.

B. The maximum floor area for a detached Second Unit may not exceed 1,200 square feet.

17.22.060 - Height.

The maximum height of a ~~single-story detached~~ new second unit shall be twelve feet as measured in accordance with the height provisions of the underlying residential zone. ~~Second units that are located above a garage, located on the second story, or are comprised of two stories are permitted in accordance with the height provisions of the underlying residential zone. Construction of a new second story unit, attached or detached to the primary structure, requires approval of a conditional use permit, in accordance with Chapter 17.60, including the burdens of proof set forth in Sections 17.60.040 and 17.60.041.~~

17.22.070 - Parking.

One on-site parking space shall be designated for the second unit in addition to the required on-site parking for the primary dwelling unit. ~~Tandem parking shall not satisfy this requirement, the parking space cannot obstruct access to other on-site parking. In order to accommodate required parking on site, parking for a second unit may be allowed in setback areas (in locations determined by the city) and through tandem parking.~~

17.22.080 – Access and facilities.

All new second units shall have a separate entrance and contain a separate kitchen and bathroom facility.

17.22.085 - All other standards.

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

- ~~A. Where privacy, view, and environment considerations are not compromised, reduced setbacks no closer than five feet from the side and rear property lines may be granted through a minor conditional use permit process (Code Section 17.60.055).~~
- A.B.**—New second units located on a reversed corner lot shall provide a minimum setback along the secondary frontage equal to the front yard setback of the underlying zone.

~~B.C.~~ The minimum required side yard setback of an existing accessory structure being converted to a second unit on a reversed corner lot shall be the same as that of the primary structure along the secondary frontage.

17.22.090 - Owner occupancy required.

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

17.22.095 – Rental Restrictions.

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

17.22.100 - Utilities.

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

17.22.110 - Ownership.

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

17.22.120 – Conversion of existing structures into second units.

A. Prior to the approval of a second unit permit for the conversion of an existing structure for which there is no record of a building permit being issued, satisfactory completion of a safety inspection by the City’s Building Official and Fire Department is required. An applicant must commit to upgrade the second unit to health and safety codes in order to be granted approval of a second unit permit, including without limitations the following items:

1. Independent entrance to second unit.
2. Direct access to exterior of building from bedroom (door or window).
3. Adequate light and ventilation in each habitable room.
4. Minimum 7-foot-high ceiling in all rooms, kitchens, halls, and baths.
5. Properly installed electrical wiring including separate access to electrical shut off.

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

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

17.22.130 - Recordation.

As a prerequisite to obtaining a building permit, the applicant for a second unit permit shall cause to be recorded a covenant or deed restriction (in a form approved by the city attorney) specifying that the second unit will at all times comply with the provisions of this chapter and applicable state law. The recorded covenant shall run with the land, shall set forth the requirements of this chapter, and shall contain provisions implementing the requirements of this chapter, including but not limited to authorizing the city to make periodic inspections to ascertain compliance with the requirements of this chapter and the terms of the recorded covenant, and authorizing the city to abate any violation of this chapter at the cost of the then owner, including that the city may record a lien to recover the cost of such abatement proceedings including all reasonable administrative costs in connection therewith.

17.22.140 - Permit process.

All proposed second dwelling units are subject to review for compliance with the terms of this chapter by the director of Planning and Community Preservation. A second unit application must be submitted to the city along with the appropriate fee as established by the city council by resolution in accordance with applicable

law, and a list, in a form required by the city for property owner notifications, of property owners within a three hundred foot radius of the property on which the second unit is proposed. Property owners within a three hundred-foot radius of the property for which a new second dwelling application is made shall be notified in writing of the second dwelling unit application at least twenty days prior to the date of the director's action on the second unit permit application. The director shall complete the review of the application for a second unit permit within thirty days of receipt of a complete submission. Review of, and the denial of or granting of, an application for a second unit permit by the city is a ministerial action. The director shall not approve an application for a second unit permit or issue a second unit permit unless the proposed second unit complies with the requirements of this chapter. The decision of the director shall be final and conclusive. An applicant who obtains a second unit permit shall be required to obtain a building permit for the second unit. This chapter is not intended to amend the California Environmental Quality Act requirement relating to historic resources.

17.22.150 - Permit termination.

A second unit permit validly issued pursuant to this chapter shall terminate when any one or more of the following occur: (1) the permit is not used within one hundred eighty days from the date of permit issuance; (2) the permit has been abandoned or discontinued for one hundred eighty consecutive days; (3) the second unit owner files a declaration with the director of Planning and Community Preservation that the permit has been abandoned or discontinued and the second unit has been removed from the property; (4) the permit has expired by its terms; or (5) the permit has been revoked as provided in Section 17.22.160.

17.22.160 - Permit revocation.

In the event (i) a second unit permit was obtained by fraud or misrepresentation, or (ii) a permitted second unit dwelling is used, operated, or maintained in violation of this chapter or applicable state or federal law, or (iii) the second unit is has been used or is being used in a manner so as to constitute a public nuisance, the director of Planning and Community Preservation, on not less than ten days written notice to the second unit owner, may hold a permit revocation hearing which shall be heard by a hearing officer in accordance with applicable law. The director and the second unit owner shall each be permitted to present evidence with respect to the proposed permit revocation. The hearing officer shall issue a written decision within ten days of the conclusion of the hearing. The decision of the hearing officer shall be final. Upon revocation the second unit shall be removed; provided, however, if at the time of revocation there are tenants occupying the second unit pursuant to a valid and binding rental or lease

agreement that is consistent with the provisions of this chapter, such tenants shall be permitted to continue to occupy the second unit until the expiration or earlier termination of the rental or lease agreement, and upon such expiration or earlier termination the second unit shall be removed. Nothing herein shall preclude or prevent the city from undertaking any other enforcement action with respect to the second unit which the city is otherwise authorized under this code or applicable state or federal law, including but not limited to the abatement of public nuisances.

17.22.170 - Severability.

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

CITY OF SIERRA MADRE
DEPARTMENT OF PLANNING AND COMMUNITY PRESERVATION
MEMORANDUM

Date: November 21, 2016
To: Vincent Gonzalez, Director, Planning & Community Preservation
From: James M. Guerra, Building Official
Subject: Construction Observation Report
126 E. Mira Monte Avenue

Per direction of the Planning Commission, a joint inspection of the subject property was performed on November 14, 2016. City staff present for the inspection included Director, Gonzalez, Building Official Guerra, Plan Check Engineer Hong and Building Inspector Caro.

The purpose of the inspection was to prepare a construction observation report regarding the condition of the remaining framing including the walls, floor system and foundation.

The conditions observed were as follows:

Foundation

The existing foundation Jacks foundation concrete piers under posts. A partial jack and girder system had been installed. Several of the girders are notched and/or are not properly supported or bear on the exterior foundation. Various cripple wall posts and/or studs are deteriorated and damaged. Detail 20/S-4 on the approved plans is incorrect as detailed for the existing cripple wall on the west exterior wall.

1. Mud sill is badly damaged and there is no positive connection to the foundation, in order to transfer sheer.
2. Floor system is sitting on sub blocks instead of the mud sill due to settlement. There is inadequacy of sheer transfer to the sill.

Floor System

First floor - See foundation comments. Portions of the floor and rim joists are deteriorated and/or damaged.

Second floor - Portions of the floor and rim joists are deteriorated and/or damaged.

3. Floor joists have penetrated into river rock fireplace.

Exterior Walls

First floor - All walls have a single top plate. Several exterior walls have diagonal blocking. All window and door headers lack king post support. The east exterior dining room stud walls are discontinuous and damaged and/or deteriorated.

4. Bottom plate is damaged throughout home. Particularly bad at front north wall.
5. Front North sub sill cripples under window opening are damaged.
6. Headers are inadequate in size and dimension to span openings.

Second floor - Same as first floor - single top plate and some diagonal blocking. Both east and west walls have minimal walls remaining.

Roof

The second story roof has been completely removed. The roof covering of the first story porch has been removed.

Garage

Roof has been completely removed. Portion of the south foundation is cracked and damaged. Slab floor is cracked and settling.

Recommendations

Foundation

Install new foundation and pier/post/girder system per approved plans except additional detail needs to be provided to show existing cripple wall and rock foundation. Repair/replace deteriorated cripple wall posts/studs. Repair may include adding or sistering new studs to existing studs.

7. No issue with foundation directive.
8. Remove cripple wall and raise foundation with new reinforced concrete. Concrete will be covered with siding in the same manner it is now. Remedy will not be visible.
9. Mud Sill plate is deteriorated and is not attached to the foundation. New sill plate to be installed and anchored to foundation for shear transfer.
10. Remove existing floor blocking and dry pack on top of existing river rock foundation in order to establish elevation (level) and direct bearing of floor joists to new mud sill around perimeter.

Floor System

Repair/replace deteriorated floor joists as necessary in both first and second floor. Repair may include adding or "sistering" new floor joists to existing joist. Replace all rim joists.

11. There are currently no rim joists, and given current framing conditions, solid blocking is only alternative.

12. Floor system would need to be jacked and raised beginning at the north elevation, and leveled to account for severe settlement, and to install new sill, replacement/sistered joists and solid blocking.

13. Second floor joists are sitting on fireplace and need to be detached, cut and supported.

14. Second floor joists need to be removed and lifted to install new required double top plate.

15. Second floor flooring system needs to be removed and reframed.

Exterior Walls

First floor - Replace east dining room exterior wall completely including new double top plate and plywood shear wall. Repair/replace studs. Repair may include adding or sistering new studs to existing studs. Add strapping at existing single plate breaks.

16. All door and window openings must be framed with appropriate headers as per plan to accommodate existing window and door openings.

17. East exterior wall is deteriorated and disconnected from the front of the dining room, through the (removed) unreinforced masonry vent, which is at the center of the house. The remaining kitchen wall is mostly a window opening that has been badly notched to accommodate newer piping, and it also needs to be reframed. The remaining part of the wall is less than five feet.

18. West exterior wall is cambered roughly 7 degrees. Racking would be necessary to straighten the wall. It also needs to be lifted to install the new mud sill.

19. Front (north) wall is mostly window and door opening, all of which lack king post header support, and need to be framed to carry the load. Bottom plate is deteriorated from termite damage and needs to be replaced. Sub sill cripples are damaged and need to be replaced.

20. Double top plate and plywood shear walls to be applied throughout entire structure as per approved plans.

Second floor - Completely replace all exterior walls including new double top plates and plywood shear walls.

Roof

New replacement roof system to match removed roof and must be installed to provide minimum ceiling height clearance second story rooms and not exceed maximum 25' height restriction.

21. Chimney needs to be extended at the shoulder to accommodate proper clearance.

Garage

New roof must be installed. New roof to match slope and type of roofing material as replacement roof system for main dwelling. East foundation must be repaired/replaced and slab must be replaced.

If approved by the Planning Commission, the listed repairs and replacements floors and walls as well as the revised foundation/cripple wall detail require that new plans and engineering calculations be submitted to the building division for review and approval.

22. In order to create a safe structure, which can most effectively survive anticipated seismic activity and most accurately recreate the structure's features and implement the parameters of CUP 15-23, we are requesting permission to completely reframe the home according to the calculations and drawings taken from the original structure. The proposed remedy in no way further alters any visible elements presented and approved by CUP 15-23. This is our request based on the challenges presented. We seek direction from the planning commission in order to mitigate elements of the historical resource if they feel it is possible, technically and economically feasible and serves the public understanding of the resource.

23. The applicant would like it to be known, that he has conferred with city staff regarding matters of zoning, planning, building, safety and permitting no fewer than, and likely more than 15 times, since May of 2015. We have sought parameters and direction from city officials during the initial discovery phase, plan check phase, and most recently when we voluntarily stopped demolition and approached the building official for direction on how to proceed regarding the condition of the framing. Our intent has always been to plan and implement with the direction of city officials, and not to circumvent them in any way.

EXHIBIT C

Planning Commission
Resolution 16-11

PC RESOLUTION 16-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE RECOMMENDING TO THE CITY COUNCIL APPROVAL OF URGENCY ORDINANCE NO. 1383-U TO AMEND CHAPTER 17.22 (SECOND UNITS) OF THE SIERRA MADRE MUNICIPAL CODE.

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

WHEREAS, a housing program objective of the 2014-2021 Housing Element is to amend the City's current second unit ordinance (Chapter 17.22 of the Municipal Code) in 2013 to better facilitate the provision of second units for seniors, caregivers, and other lower and extremely low income households; and

WHEREAS, second units offer a benefit to homeowners by receiving a supplementary income by renting out their second units, which can help many modest income and elderly homeowners afford to remain in their homes; and

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

WHEREAS, an amendment to Chapter 17.22 of the Municipal Code was adopted by the City Council on November 26, 2013 removing constraints to the production of second units in the city; and

WHEREAS, it was identified that some of the provisions in the amended ordinance were still preventing homeowners from applying for a second unit permit. An amendment to Chapter 17.22 of the Municipal Code was adopted by the City Council on November 10, 2015 removing constraints which included the requirement that the subject property conform with all other requirements of the underlying zone, onerous secondary frontage setback requirements when converting existing structures to second units on reverse corner lots, limitation on minimum unit size, and lack of health and safety inspection requirements for the conversion of existing structures to second units; and

WHEREAS, the state Legislature passed Senate Bill 1069 (SB 1069) on September 27, 2016 requiring applications for second units (also referred to as Accessory Dwelling Units, or ADU) to be considered ministerially, without discretionary review of a public hearing, and introduced new development standards including allowable floor area, parking requirements, fire sprinkler requirements, and garage conversions; and

WHEREAS, by December 31, 2016, local municipalities must adopt land use regulations and/or ordinances in order to avoid the existing Second Unit Ordinance from becoming null and void; and

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

WHEREAS, an Initial Study was prepared for the 2008-2014 Housing Element in accordance with the City's guidelines implementing the California Environmental Quality Act (CEQA). This Initial Study was undertaken for the purpose of deciding whether the measures identified in the Housing Element to fulfill the City's RHNA allocation may have a significant effect on the environment. On the basis of the Initial Study, the Planning Commission and City Council concluded that they will not have a significant effect on the environment, and a Negative Declaration was adopted by City Council on June 11, 2013; and

WHEREAS, the amendments also qualify for a Statutory Exemption pursuant to Section 15061(b)(3), in that the City can say with certainty that there is no possibility that the activity in question may have a significant effect on the environment because adding the regulatory requirements included in Senate Bill 1069 is unlikely to result in additional construction beyond that already permissible; and

WHEREAS, notice was duly given of the public hearing on November 17, 2016, with all testimony being received being made part of the public record;

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

The Planning Commission recommends that the City Council approve the Ordinance amending Chapter 17.22, which is attached hereto as Exhibit A.

APPROVAL RECOMMENDED, this 17th day of November, 2016, by the following vote:

AYES: 7

NOES: 0

ABSTAIN: 0

ABSENT: 0



Gina Frierman-Hunt
Chair, Planning Commission

ATTEST:



Vincent Gonzalez
Planning & Community Preservation Director

EXHIBIT D

Senate Bill 1069

SENATE BILL No. 1069

Introduced by Senator Wieckowski

February 16, 2016

An act to amend Section 65852.150 of the Government Code, relating to land use.

Legislative Counsel's Digest

SB 1069, as introduced, Wieckowski. Land use: zoning.

The Planning and Zoning Law authorizes the legislative body of a city or county to regulate, among other things, the intensity of land use, and also authorizes a local agency to provide by ordinance for the creation of 2nd units in single-family and multifamily residential zones, as specified. That law makes findings and declarations with respect to the value of 2nd units to California's housing supply.

This bill would add to those findings and declarations that allowing 2nd units in single-family or multifamily residential zones provides additional rental housing stock in California.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. Section 65852.150 of the Government Code is amended to read:
65852.150. The Legislature finds and declares that second units are a valuable form of housing in California. Second units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods. Homeowners who create second units benefit from added income, and an increased sense of security. *Allowing second units in single-family or multifamily line 2 residential zones provides additional rental housing stock in California.*

It is the intent of the Legislature that any second-unit ordinances adopted by local agencies have the effect of providing for the creation of second units and that provisions in these ordinances relating to matters including unit size, parking, fees and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create second units in zones in which they are authorized by local ordinance.



SB-1069 Land use: zoning.(2015-2016)

Senate Bill No. 1069

CHAPTER 720

An act to amend Sections 65582.1, 65583.1, 65589.4, 65852.150, 65852.2, and 66412.2 of the Government Code, relating to land use.

[Approved by Governor September 27, 2016. Filed with Secretary of State September 27, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1069, Wieckowski. Land use: zoning.

The Planning and Zoning Law authorizes the legislative body of a city or county to regulate, among other things, the intensity of land use, and also authorizes a local agency to provide by ordinance for the creation of 2nd units in single-family and multifamily residential zones, as specified. That law makes findings and declarations with respect to the value of 2nd units to California's housing supply.

This bill would replace the term "second unit" with "accessory dwelling unit" throughout the law. The bill would additionally find and declare that, among other things, allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock, and these units are an essential component of housing supply in California.

The Planning and Zoning Law authorizes the ordinance for the creation of 2nd units in single-family and multifamily residential zones to include specified provisions regarding areas where accessory dwelling units may be located, standards, including the imposition of parking standards, and lot density. Existing law, when a local agency has not adopted an ordinance governing 2nd units as so described, requires the local agency to approve or disapprove the application ministerially, as provided.

This bill would instead require the ordinance for the creation of accessory dwelling units to include the provisions described above. The bill would prohibit the imposition of parking standards under specified circumstances. The bill would revise requirements for the approval or disapproval of an accessory dwelling unit application when a local agency has not adopted an ordinance. The bill would also require the ministerial approval of an application for a building permit to create one accessory dwelling unit within the existing space of a single-family residence or accessory structure, as specified. The bill would prohibit a local agency from requiring an applicant for this permit to install a new or separate utility connection directly between the unit and the utility or imposing a related connection fee or capacity charge. The bill would authorize a local agency to impose this requirement for other accessory dwelling units.

This bill would incorporate additional changes in Section 65852.2 of the Government Code proposed by AB 2299 that would become operative only if AB 2299 and this bill are both chaptered and become effective on or before January 1, 2017, and this bill is chaptered last.

By increasing the duties of local officials, this bill would impose a state-mandated local program.

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

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

DIGEST KEY

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

BILL TEXT

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

SECTION 1. Section 65582.1 of the Government Code is amended to read:

65582.1.

The Legislature finds and declares that it has provided reforms and incentives to facilitate and expedite the construction of affordable housing. Those reforms and incentives can be found in the following provisions:

- (a) Housing element law (Article 10.6 (commencing with Section 65580) of Chapter 3).
- (b) Extension of statute of limitations in actions challenging the housing element and brought in support of affordable housing (subdivision (d) of Section 65009).
- (c) Restrictions on disapproval of housing developments (Section 65589.5).
- (d) Priority for affordable housing in the allocation of water and sewer hookups (Section 65589.7).
- (e) Least cost zoning law (Section 65913.1).
- (f) Density bonus law (Section 65915).
- (g) Accessory dwelling units (Sections 65852.150 and 65852.2).
- (h) By-right housing, in which certain multifamily housing are designated a permitted use (Section 65589.4).
- (i) No-net-loss-in zoning density law limiting downzonings and density reductions (Section 65863).
- (j) Requiring persons who sue to halt affordable housing to pay attorney fees (Section 65914) or post a bond (Section 529.2 of the Code of Civil Procedure).
- (k) Reduced time for action on affordable housing applications under the approval of development permits process (Article 5 (commencing with Section 65950) of Chapter 4.5).
- (l) Limiting moratoriums on multifamily housing (Section 65858).
- (m) Prohibiting discrimination against affordable housing (Section 65008).

(n) California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3).

(o) Community redevelopment law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code, and in particular Sections 33334.2 and 33413).

SEC. 2. Section 65583.1 of the Government Code is amended to read:

65583.1.

(a) The Department of Housing and Community Development, in evaluating a proposed or adopted housing element for substantial compliance with this article, may allow a city or county to identify adequate sites, as required pursuant to Section 65583, by a variety of methods, including, but not limited to, redesignation of property to a more intense land use category and increasing the density allowed within one or more categories. The department may also allow a city or county to identify sites for accessory dwelling units based on the number of accessory dwelling units developed in the prior housing element planning period whether or not the units are permitted by right, the need for these units in the community, the resources or incentives available for their development, and any other relevant factors, as determined by the department. Nothing in this section reduces the responsibility of a city or county to identify, by income category, the total number of sites for residential development as required by this article.

(b) Sites that contain permanent housing units located on a military base undergoing closure or conversion as a result of action pursuant to the Defense Authorization Amendments and Base Closure and Realignment Act (Public Law 100-526), the Defense Base Closure and Realignment Act of 1990 (Public Law 101-510), or any subsequent act requiring the closure or conversion of a military base may be identified as an adequate site if the housing element demonstrates that the housing units will be available for occupancy by households within the planning period of the element. No sites containing housing units scheduled or planned for demolition or conversion to nonresidential uses shall qualify as an adequate site.

Any city, city and county, or county using this subdivision shall address the progress in meeting this section in the reports provided pursuant to paragraph (1) of subdivision (b) of Section 65400.

(c) (1) The Department of Housing and Community Development may allow a city or county to substitute the provision of units for up to 25 percent of the community's obligation to identify adequate sites for any income category in its housing element pursuant to paragraph (1) of subdivision (c) of Section 65583 where the community includes in its housing element a program committing the local government to provide units in that income category within the city or county that will be made available through the provision of committed assistance during the planning period covered by the element to low- and very low income households at affordable housing costs or affordable rents, as defined in Sections 50052.5 and 50053 of the Health and Safety Code, and which meet the requirements of paragraph (2). Except as otherwise provided in this subdivision, the community may substitute one dwelling unit for one dwelling unit site in the applicable income category. The program shall do all of the following:

(A) Identify the specific, existing sources of committed assistance and dedicate a specific portion of the funds from those sources to the provision of housing pursuant to this subdivision.

(B) Indicate the number of units that will be provided to both low- and very low income households and demonstrate that the amount of dedicated funds is sufficient to develop the units at affordable housing costs or affordable rents.

(C) Demonstrate that the units meet the requirements of paragraph (2).

(2) Only units that comply with subparagraph (A), (B), or (C) qualify for inclusion in the housing element program described in paragraph (1), as follows:

(A) Units that are to be substantially rehabilitated with committed assistance from the city or county and constitute a net increase in the community's stock of housing affordable to low- and very low income households. For purposes of this subparagraph, a unit is not eligible to be "substantially rehabilitated" unless all of the following requirements are met:

(i) At the time the unit is identified for substantial rehabilitation, (I) the local government has determined that the unit is at imminent risk of loss to the housing stock, (II) the local government has committed to provide relocation assistance pursuant to Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 to any occupants temporarily or permanently displaced by the rehabilitation or code enforcement activity, or the relocation is otherwise provided prior to displacement either as a condition of receivership, or provided by the property owner or the local government pursuant to Article 2.5 (commencing with Section 17975) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code, or as otherwise provided by local ordinance; provided the assistance includes not less than the equivalent of four months' rent and moving expenses and comparable replacement housing consistent with the moving expenses and comparable replacement housing required pursuant to Section 7260, (III) the local government requires that any displaced occupants will have the right to reoccupy the rehabilitated units, and (IV) the unit has been found by the local government or a court to be unfit for human habitation due to the existence of at least four violations of the conditions listed in subdivisions (a) to (g), inclusive, of Section 17995.3 of the Health and Safety Code.

(ii) The rehabilitated unit will have long-term affordability covenants and restrictions that require the unit to be available to, and occupied by, persons or families of low- or very low income at affordable housing costs for at least 20 years or the time period required by any applicable federal or state law or regulation.

(iii) Prior to initial occupancy after rehabilitation, the local code enforcement agency shall issue a certificate of occupancy indicating compliance with all applicable state and local building code and health and safety code requirements.

(B) Units that are located either on foreclosed property or in a multifamily rental or ownership housing complex of three or more units, are converted with committed assistance from the city or county from nonaffordable to affordable by acquisition of the unit or the purchase of affordability covenants and restrictions for the unit, are not acquired by eminent domain, and constitute a net increase in the community's stock of housing affordable to low- and very low income households. For purposes of this subparagraph, a unit is not converted by acquisition or the purchase of affordability covenants unless all of the following occur:

(i) The unit is made available for rent at a cost affordable to low- or very low income households.

(ii) At the time the unit is identified for acquisition, the unit is not available at an affordable housing cost to either of the following:

(I) Low-income households, if the unit will be made affordable to low-income households.

(II) Very low income households, if the unit will be made affordable to very low income households.

(iii) At the time the unit is identified for acquisition the unit is not occupied by low- or very low income households or if the acquired unit is occupied, the local government has committed to provide relocation assistance prior to displacement, if any, pursuant to Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 to any occupants displaced by the conversion, or the relocation is otherwise provided

prior to displacement; provided the assistance includes not less than the equivalent of four months' rent and moving expenses and comparable replacement housing consistent with the moving expenses and comparable replacement housing required pursuant to Section 7260.

(iv) The unit is in decent, safe, and sanitary condition at the time of occupancy.

(v) The unit has long-term affordability covenants and restrictions that require the unit to be affordable to persons of low- or very low income for not less than 55 years.

(vi) For units located in multifamily ownership housing complexes with three or more units, or on or after January 1, 2015, on foreclosed properties, at least an equal number of new-construction multifamily rental units affordable to lower income households have been constructed in the city or county within the same planning period as the number of ownership units to be converted.

(C) Units that will be preserved at affordable housing costs to persons or families of low- or very low incomes with committed assistance from the city or county by acquisition of the unit or the purchase of affordability covenants for the unit. For purposes of this subparagraph, a unit shall not be deemed preserved unless all of the following occur:

(i) The unit has long-term affordability covenants and restrictions that require the unit to be affordable to, and reserved for occupancy by, persons of the same or lower income group as the current occupants for a period of at least 40 years.

(ii) The unit is within an "assisted housing development," as defined in paragraph (3) of subdivision (a) of Section 65863.10.

(iii) The city or county finds, after a public hearing, that the unit is eligible, and is reasonably expected, to change from housing affordable to low- and very low income households to any other use during the next five years due to termination of subsidy contracts, mortgage prepayment, or expiration of restrictions on use.

(iv) The unit is in decent, safe, and sanitary condition at the time of occupancy.

(v) At the time the unit is identified for preservation it is available at affordable cost to persons or families of low- or very low income.

(3) This subdivision does not apply to any city or county that, during the current or immediately prior planning period, as defined by Section 65588, has not met any of its share of the regional need for affordable housing, as defined in Section 65584, for low- and very low income households. A city or county shall document for any housing unit that a building permit has been issued and all development and permit fees have been paid or the unit is eligible to be lawfully occupied.

(4) For purposes of this subdivision, "committed assistance" means that the city or county enters into a legally enforceable agreement during the period from the beginning of the projection period until the end of the second year of the planning period that obligates sufficient available funds to provide the assistance necessary to make the identified units affordable and that requires that the units be made available for occupancy within two years of the execution of the agreement. "Committed assistance" does not include tenant-based rental assistance.

(5) For purposes of this subdivision, "net increase" includes only housing units provided committed assistance pursuant to subparagraph (A) or (B) of paragraph (2) in the current planning period, as defined in Section 65588, that were not provided committed assistance in the immediately prior planning period.

(6) For purposes of this subdivision, “the time the unit is identified” means the earliest time when any city or county agent, acting on behalf of a public entity, has proposed in writing or has proposed orally or in writing to the property owner, that the unit be considered for substantial rehabilitation, acquisition, or preservation.

(7) In the third year of the planning period, as defined by Section 65588, in the report required pursuant to Section 65400, each city or county that has included in its housing element a program to provide units pursuant to subparagraph (A), (B), or (C) of paragraph (2) shall report in writing to the legislative body, and to the department within 30 days of making its report to the legislative body, on its progress in providing units pursuant to this subdivision. The report shall identify the specific units for which committed assistance has been provided or which have been made available to low- and very low income households, and it shall adequately document how each unit complies with this subdivision. If, by July 1 of the third year of the planning period, the city or county has not entered into an enforceable agreement of committed assistance for all units specified in the programs adopted pursuant to subparagraph (A), (B), or (C) of paragraph (2), the city or county shall, not later than July 1 of the fourth year of the planning period, adopt an amended housing element in accordance with Section 65585, identifying additional adequate sites pursuant to paragraph (1) of subdivision (c) of Section 65583 sufficient to accommodate the number of units for which committed assistance was not provided. If a city or county does not amend its housing element to identify adequate sites to address any shortfall, or fails to complete the rehabilitation, acquisition, purchase of affordability covenants, or the preservation of any housing unit within two years after committed assistance was provided to that unit, it shall be prohibited from identifying units pursuant to subparagraph (A), (B), or (C) of paragraph (2) in the housing element that it adopts for the next planning period, as defined in Section 65588, above the number of units actually provided or preserved due to committed assistance.

(d) A city or county may reduce its share of the regional housing need by the number of units built between the start of the projection period and the deadline for adoption of the housing element. If the city or county reduces its share pursuant to this subdivision, the city or county shall include in the housing element a description of the methodology for assigning those housing units to an income category based on actual or projected sales price, rent levels, or other mechanisms establishing affordability.

SEC. 3. Section 65589.4 of the Government Code is amended to read:

65589.4.

(a) An attached housing development shall be a permitted use not subject to a conditional use permit on any parcel zoned for an attached housing development if local law so provides or if it satisfies the requirements of subdivision (b) and either of the following:

(1) The attached housing development satisfies the criteria of Section 21159.22, 21159.23, or 21159.24 of the Public Resources Code.

(2) The attached housing development meets all of the following criteria:

(A) The attached housing development is subject to a discretionary decision other than a conditional use permit and a negative declaration or mitigated negative declaration has been adopted for the attached housing development under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code). If no public hearing is held with respect to the discretionary decision, then the negative declaration or mitigated negative declaration for the attached housing development may be adopted only after a public hearing to receive comments on the negative declaration or mitigated negative declaration.

(B) The attached housing development is consistent with both the jurisdiction's zoning ordinance and general plan as it existed on the date the application was deemed complete, except that an attached housing development shall not be deemed to be inconsistent with the zoning designation for the site if that zoning designation is inconsistent with the general plan only because the attached housing development site has not been rezoned to conform with the most recent adopted general plan.

(C) The attached housing development is located in an area that is covered by one of the following documents that has been adopted by the jurisdiction within five years of the date the application for the attached housing development was deemed complete:

(i) A general plan.

(ii) A revision or update to the general plan that includes at least the land use and circulation elements.

(iii) An applicable community plan.

(iv) An applicable specific plan.

(D) The attached housing development consists of not more than 100 residential units with a minimum density of not less than 12 units per acre or a minimum density of not less than eight units per acre if the attached housing development consists of four or fewer units.

(E) The attached housing development is located in an urbanized area as defined in Section 21071 of the Public Resources Code or within a census-defined place with a population density of at least 5,000 persons per square mile or, if the attached housing development consists of 50 or fewer units, within an incorporated city with a population density of at least 2,500 persons per square mile and a total population of at least 25,000 persons.

(F) The attached housing development is located on an infill site as defined in Section 21061.0.5 of the Public Resources Code.

(b) At least 10 percent of the units of the attached housing development shall be available at affordable housing cost to very low income households, as defined in Section 50105 of the Health and Safety Code, or at least 20 percent of the units of the attached housing development shall be available at affordable housing cost to lower income households, as defined in Section 50079.5 of the Health and Safety Code, or at least 50 percent of the units of the attached housing development available at affordable housing cost to moderate-income households, consistent with Section 50052.5 of the Health and Safety Code. The developer of the attached housing development shall provide sufficient legal commitments to the local agency to ensure the continued availability and use of the housing units for very low, low-, or moderate-income households for a period of at least 30 years.

(c) Nothing in this section shall prohibit a local agency from applying design and site review standards in existence on the date the application was deemed complete.

(d) The provisions of this section are independent of any obligation of a jurisdiction pursuant to subdivision (c) of Section 65583 to identify multifamily sites developable by right.

(e) This section does not apply to the issuance of coastal development permits pursuant to the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code).

(f) This section does not relieve a public agency from complying with the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) or relieve an applicant

or public agency from complying with the Subdivision Map Act (Division 2 (commencing with Section 66473)).

(g) This section is applicable to all cities and counties, including charter cities, because the Legislature finds that the lack of affordable housing is of vital statewide importance, and thus a matter of statewide concern.

(h) For purposes of this section, "attached housing development" means a newly constructed or substantially rehabilitated structure containing two or more dwelling units and consisting only of residential units, but does not include an accessory dwelling unit, as defined by paragraph (4) of subdivision (j) of Section 65852.2, or the conversion of an existing structure to condominiums.

SEC. 4. Section 65852.150 of the Government Code is amended to read:

65852.150.

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

- (1) Accessory dwelling units are a valuable form of housing in California.
- (2) Accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods.
- (3) Homeowners who create accessory dwelling units benefit from added income, and an increased sense of security.
- (4) Allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock in California.
- (5) California faces a severe housing crisis.
- (6) The state is falling far short of meeting current and future housing demand with serious consequences for the state's economy, our ability to build green infill consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners.
- (7) Accessory dwelling units offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character.
- (8) Accessory dwelling units are, therefore, an essential component of California's housing supply.

(b) It is the intent of the Legislature that an accessory dwelling unit ordinance adopted by a local agency has the effect of providing for the creation of accessory dwelling units and that provisions in this ordinance relating to matters including unit size, parking, fees, and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance.

SEC. 5. Section 65852.2 of the Government Code is amended to read:

65852.2.

(a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days of submittal of a complete building permit application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of accessory dwelling units.

(b) (1) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to this subdivision unless it adopts an ordinance in accordance with subdivision (a) within 120 days after receiving the application. Notwithstanding Section 65901 or 65906, every local agency shall ministerially approve the creation of an accessory dwelling unit if the accessory dwelling unit complies with all of the following:

(A) The unit is not intended for sale separate from the primary residence and may be rented.

(B) The lot is zoned for single-family or multifamily use.

(C) The lot contains an existing single-family dwelling.

(D) The accessory dwelling unit is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(E) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(F) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(G) Requirements relating to height, setback, lot coverage, architectural review, site plan review, fees, charges, and other zoning requirements generally applicable to residential construction in the zone in which the property is located.

(H) Local building code requirements that apply to detached dwellings, as appropriate.

(I) Approval by the local health officer where a private sewage disposal system is being used, if required.

(2) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(3) This subdivision establishes the maximum standards that local agencies shall use to evaluate proposed accessory dwelling units on lots zoned for residential use that contain an existing single-family dwelling. No additional standards, other than those provided in this subdivision or subdivision (a), shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(4) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of accessory dwelling units if these provisions are consistent with the limitations of this subdivision.

(5) An accessory dwelling unit that conforms to this subdivision shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling units shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not otherwise permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway. Off-street parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon fire and life safety conditions. This subdivision shall not apply to a unit that is described in subdivision (e).

(e) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(f) Notwithstanding subdivisions (a) to (e), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear

setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(g) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (f), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (f), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(h) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of accessory dwelling units.

(i) Local agencies shall submit a copy of the ordinances adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(j) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

SEC. 5.5. Section 65852.2 of the Government Code is amended to read:

65852.2.

(a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in single-family and multifamily residential zones. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria, that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The unit is not intended for sale separate from the primary residence and may be rented.

(ii) The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling.

(iii) The accessory dwelling unit is either attached to the existing dwelling or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling.

(iv) The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

(v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing garage that is converted to a accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking on an existing driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction.

(III) This clause shall not apply to a unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem

spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001–02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot zoned for residential use that contains an existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives its first application on or after July 1, 1983, for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall accept the application and approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.

(c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the existing dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a single-family residential zone one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered new residential uses for the purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (e), a local agency shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (e), a local agency may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) Local agencies shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption.

(i) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

SEC. 6. Section 66412.2 of the Government Code is amended to read:

66412.2.

This division shall not apply to the construction, financing, or leasing of dwelling units pursuant to Section 65852.1 or accessory dwelling units pursuant to Section 65852.2, but this division shall be applicable to the sale or transfer, but not leasing, of those units.

SEC. 7 Section 5.5 of this bill incorporates amendments to Section 65852.2 of the Government Code proposed by both this bill and Assembly Bill 2299. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2017, (2) each bill amends Section 65852.2 of the Government Code, and (3) this bill is enacted after Assembly Bill 2299, in which case Section 5 of this bill shall not become operative.

SEC. 8. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Ryan Baker, Director of Library and Community Services

REVIEWED BY:

DATE: December 13, 2016

SUBJECT: **2017 Field Use Agreement MOU**

SUMMARY

The Community Services Commission has recommended the following Field Use Agreement to the City Council for approval. The Field Use Agreement is a Memorandum of Understanding outlining the usage of Heasley Fields, Dapper Field, and fields located on Pasadena's Unified School District's Sierra Madre Middle School and Elementary School Campuses by the following local Youth Sports Organizations: Sierra Madre Girls Softball Association (SMGSA), Sierra Madre Little League (SMLL), Sierra Madre Pony League (PONY) and AYSO Region 2 (AYSO).

ANALYSIS

The current five-year Field Access and Use Agreement between the City and the Youth Sports Organizations (SMGSA, SMLL, PONY, AYSO) was approved in January of 2011 ends on December 31, 2016.

Increasing enrollment by children and teens in the Youth Sports Organizations over the past years has led to swelling demand on playing fields needed to equitably accommodate all registered players.

The City wishes to continue to provide the facilities available for use to the Youth Sports Organizations as the programs are a valuable attribute to the community. The Field Use Agreement (attached) has been reviewed by City staff and the Youth Sports Organizations listed above.

Since September of 2016, the Community Services staff has been meeting with the Youth Sports Organizations listed on the Agreement to discuss a new Field Use Agreement. A letter was sent to residents living in a 300' radius of the playing fields notifying opportunities to give input or concerns.

The Community Services Commission held a Special Meeting to receive input from the community regarding the Field Use Agreements on October 12, 2016. Based on the comments received at that meeting, the following changes were added to the Agreement for the benefit of residents living in proximity to the fields:

- Proposed length of the Agreement was shortened to three years with the option for extension;
- A notice describing the process for recourse for immediate concerns and violations will be included in the normal pre-season letters provided to residents by the Youth Leagues. The City will provide the wording for this notice; and
- The buffer zone between the Middle School Field and resident properties will be marked or signed prior to games to aid enforcement.

At their regular meeting on November 21, 2016 the Community Services Commission also considered options to further limit or restrict access to playing fields on Sundays at the request of neighbors to the fields. Ultimately, the Commission weighed that the availability of current field space was already limited and recommended to add additional hours on Sundays at either the Elementary or Middle School field dependent on ability within standing MOU's held with Pasadena Unified School District (PUSD). The additional hours equate to approximately four hours of game time per week. Staff has identified that only the Middle School field can accommodate this expansion due to interpretation of agreements with PUSD. Staff has also identified that expansion of game times would necessitate an earlier start time for field preparation. The proposed changes are illustrated below:

	2011 Field Use Agreement Sundays – Middle School	2017 Field Use Agreement Sundays – Middle School Proposed
Field prep start time	10:00 a.m.	8:00 a.m.
First game start time	12:00 p.m.	10:00 a.m.
Last game not to be scheduled after	2:00 p.m.	4:00 p.m.

The attached Agreement shows recommended changes by the Community Services Commission shown in mark-up format for clarification.

FINANCIAL REVIEW

No impact on City budget.

PUBLIC NOTICE PROCESS

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

ALTERNATIVES

1. The City Council may approve the Agreement as presented here incorporating all noted changes.
2. The City Council may approve the Agreement as presented here without incorporating all noted changes.
3. The City Council may approve the Agreement with other modifications.
4. The City Council may reject the Agreement and provide further direction to Staff.

COMMITTEE / COMMISSION RECOMMENDATION

The Community Services Commission at their regular meeting on November 21, 2016 added the noted changes in the Agreement and recommended the Field Use Agreement be approved by the City Council with the addition of those changes as presented here in the attachment.

STAFF RECOMMENDATION

Staff recommends City Council approve the Agreement as presented in the attachment.

Attachments (1):
2017 Field Use Agreement



2017 FIELD USE AGREEMENT MEMORANDUM OF UNDERSTANDING

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

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

RECITALS

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

collectively will be referred to as "Sports Fields".

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

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

AGREEMENT

1. Grant of Agreement.

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

2. Term of Agreement.

- 2.1 This agreement shall become effective on January 1, 2017 and shall end December 31, 2019.
- 2.2 This Agreement will be in effect for three (3) years from the date listed in 2.1, with the option of extensions as set forth in Section 15 of this

Agreement.

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

3. Scope of Agreement.

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

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

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

- 4.1 Games on the Northeast Diamond are restricted to age divisions 10 years and younger.
- 4.2 Game on the Northeast Diamond are only permitted from mid-March through mid-May and limited to 1-2 games per week during the months of February and June. No game usage in July, August, September, October, November, December, or January.
- 4.3 There shall be no games or practices on the Northeast Diamond on Sundays with the exception of a maximum of two days for rescheduled games by approval the Community Services Department.
- 4.4 Tractor use for field preparation is restricted to after 8 a.m. on Saturdays and 10:00 a.m. on Sundays ~~weekends~~.
- 4.5 Weekend hours are restricted to game start times of 10:00 a.m. on Saturdays and ~~12:00 p.m. on Sundays~~ with the last game to not be scheduled after ~~2:00 p.m.~~ 4:00 p.m. on Sundays. Access times for the purpose of field prep and warm ups will begin after 8 a.m. for Saturdays and 10:00 a.m. for Sundays. ~~on weekends~~.
- 4.6 No field or other artificial lighting installations by the youth sports organizations are permitted.
- 4.7 No public address or sound amplification system installed by the youth sports organizations will be permitted
- 4.8 USERS are responsible for enforcing a buffer zone with appropriate temporary signage and demarcation between residential properties and the playing field where individuals will not be allowed during games.
- 4.9 The use of audio equipment (boom boxes) during games and practices is not permitted.

Commented [RB1]: Time adjustment based on Community Services Commission recommendation of earlier Sunday game start times.

Commented [RB2]: Community Services Commission recommended changes to Sunday game times, unless otherwise noted.

Commented [RB3]: Time adjustment based on Community Services Commission recommendation of earlier Sunday game start times.

4.10 Coaches, parents, and fans will be encouraged to be considerate of neighborhood residences.

4.11 Each USER is to notify residents in a 250 foot radius of playing fields and parking lots adjacent to playing fields of the start of the season 3 weeks before the start of the season. This notification must be done in writing and must provide a name/title and contact information for a USER representative. The notice must also provide clear instructions for recourse for complaints or problems.

Commented [RB4]: Community Services Commission recommended addition.

5. PROHIBITED USES AT ALL SPORTS FIELDS

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

- 5.1 Unreasonable treatment of the Sports Fields or any of its facilities.
- 5.2 Locking or leaving unlocked gates or fences without prior permission of the CITY.
- 5.3 Use of artificial lighting of any kind except at Heasley field.
- 5.4 Blocking emergency vehicle ingress or egress at any time.
- 5.5 Improving the Sports Fields without approval of the CITY.
- 5.6 Commercial uses, such as selling merchandise or food by vendors or individuals, without the consent of the CITY.
- 5.7 Use of amplified sound at approved City Fields above 60 decibels as measured from the public streets immediately adjacent to the Sports Fields.
- 5.8 Installation of portable or permanent bleachers without the consent of the City.
- 5.9 Any signage or banners related to an activity of a USER that is posted at the Pasadena Unified School District Sports Fields, shall be removed by the USER at the conclusion of the activity and before the end of each day. This

does not apply to Heasley Main Field, Heasley T-Ball Field and Dapper Field.

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

6. MAINTENANCE AND IMPROVEMENTS.

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

are not considered auxiliary field buildings under the scope of this agreement with the exception of damages created intentionally or unintentionally by the USERS.

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

7. STATUS OF PARTIES.

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

- 7.3 Each USER shall identify to the City a single representative for purposes of planning, amendments to the Agreement, issue resolution, and other matters identified by the CITY. The initial representatives are indicated in Exhibit C attached hereto and the City may communicate with those representatives until successors are designated in writing by the USER represented by each.
- 7.4 Meetings to review the Agreement and other issues shall be held as needed if the City or the USERS determines it necessary.
- 7.5 To the extent practicable, the CITY shall attempt to facilitate the resolution of disputes or issues between USERS or between the Pasadena Unified School District and a USER. This obligation shall not be construed as jurisdictional prerequisite for any action in law or equity nor shall it create rights against the City subject to judicial or arbitral enforcement.

8. LIABILITY INSURANCE.

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

9. INDEMNITY.

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

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

10. NO ASSIGNMENT.

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

11. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE.

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

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

12. USE FEES

12.1 Heasley Field Lights.

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

12.2 Public Parks & Recreation Centers Use Policy.

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

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

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

13. SCHEDULES.

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

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

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

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

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

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

14. EXTENSION OF AGREEMENT.

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

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

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

15. TERMINATION OF AGREEMENT.

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

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

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

16. SEVERABILITY.

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

17. ADMINISTRATION.

The Community Services Department for the CITY is hereby appointed to administer this agreement and the right granted hereunder on behalf of CITY and is authorized to act on behalf of the CITY wherever and whenever this agreement

calls for action by the CITY. Upon notice of termination, CITY and the USERS shall comply with all the provisions of Section 15.

18. NOTICES.

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

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

USERS Authorized Representative
Name of Organization
Address
City, State Zip Code
Telephone Number Including Area Code

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

19. ENTIRE AGREEMENT.

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

20. COUNTERPARTS.

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

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

(Signatures on Next Page)

DRAFT

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

CITY OF SIERRA MADRE

Ryan Baker
Director of Library and Community Services

Date: _____

SIERRA MADRE LITTLE LEAGUE

Name
Sierra Madre Little League President

Date: _____

AYSO REGION 2

Name
AYSO Region 2 President

Date: _____

Approved as to form:

By _____
City Attorney

Date: _____

SIERRA MADRE GIRLS SOFTBALL

Name
Sierra Madre Girls Softball President

Date: _____

SIERRA MADRE PONY LEAGUE

Name
Sierra Madre Pony LEAGUE

Date: _____

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

DRAFT

PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA

Report No. 172-B

Date December 12, 2000

To the Superintendent of Schools:

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

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

Purpose _____

I. PROPOSAL

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

II. BACKGROUND

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

III. BUDGET

There are minor administrative costs following from the Agreement.

IV. RECOMMENDATION

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

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

Presented by: *DB* Dave Banis
Special Assistant to Superintendent
Measure Y

Signed *David L. Jaynes*
David L. Jaynes

Title Assistant Superintendent for Business Services

Recommended by *Robert J. Seal*
Interim Superintendent

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

USER DEPARTMENT

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

PUSD Contract RC780

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

RECITALS

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE OF AGREEMENT

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

2. TERM OF AGREEMENT

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

3. ASSIGNMENT OF FACILITIES

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

4. SCHEDULING AND PROGRAM PLANNING

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

A. Priorities

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

1) District Owned Facilities

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

2) City Owned Facilities

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

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

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

5. USE FEES

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

6. APPLICABLE LAWS AND REGULATIONS

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

7. MAINTENANCE OF FACILITIES

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

8. SUPERVISION AT FACILITY

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

9. DAMAGE TO FACILITIES

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

10. LIABILITY INSURANCE

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

11. INDEMNITY

A. City's Negligence

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

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

B. District's Negligence

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

C. Joint and Concurrent Negligence

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

12. NOTICES

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

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

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

13. ENTIRE AGREEMENT

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

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

DATED:

CITY OF SIERRA MADRE

ATTEST:

Nancy Sue Spitzerberg
City Clerk

[Signature]
City Commit. Sec.

95-6000-796
PASADENA UNIFIED SCHOOL DISTRICT

[Signature]
Superintendent of Schools

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

DRAFT

CONDITIONAL USE AGREEMENT

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

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

RECITALS

A. The CITY has entered into a Shared Facility Use Agreement with the Pasadena Unified School District pursuant to Education Code section 10900 *et seq.* A copy of the Shared Facility Use Agreement is attached hereto as Exhibit A.

B. Under the Shared Facility Use Agreement, the CITY is authorized under certain conditions to use certain real properties owned by the Pasadena Unified School District for non-school, park and recreation uses. Part of such real property includes sports fields of the Sierra Madre Lower Campus School (the "Sports Fields"). Sierra Madre Lower Campus School is located at 141 W. Highland Avenue, Sierra Madre, California.

C. USERS provide community recreation activities as defined in Education Code section 10900 *et seq.* A list of contact information for each USER is attached hereto as Exhibit B.

D. In order to facilitate the orderly use of the Sports Fields by USERS and the continued funding of the maintenance of the Sports Fields, the CITY and each USER now enter into this conditional use agreement under which each USER will have a limited first reserved right to use the Sports Fields in exchange for the consideration set forth herein, including the continued funding of the maintenance of the Sports Fields.

E. The CITY has determined that entering into the Agreement with each USER for the foregoing purpose is advisable and for the best interests of the community and within the goals and policies of the City, the Shared Facility Use Agreement, and Education Code section 10900 *et seq.*

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

1.0 EFFECTIVE DATE

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

2.0 RIGHT OF FIRST RESERVED USE

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

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

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

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

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

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

3.0 TERM

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

4.0 PERMITTED USES

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

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

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

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

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

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

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

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

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

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

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

5.0 PROHIBITED USES

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

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

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

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

6.0 MAINTENANCE AND IMPROVEMENTS

- 6.1 Routine Clean-Up. Each USER shall be responsible for the setting up, taking down, and routine cleaning of all equipment and facilities used by the USER. Each USER shall be responsible for collecting all trash and debris related to its use of the Sports Fields. After use of the Sports Fields by a USER, the USER shall return the Sports Fields to a clean and safe condition ready for use by students, teachers, District personnel, or another USER.
- 6.2 Routine Maintenance. Each USER shall be joint and severally liable for the cost of routine maintenance of the Sports Fields. The responsibility shall include, but not be limited to, maintenance of the fields and any auxiliary or accessory buildings. Routine maintenance by definition shall only be required due to normal wear and tear. Normal wear and tear includes but is not limited to bare and worn spots on the Sports Field, aeration, repair berms, and damaged sprinkler heads.
- 6.3 Improvement Fund. Each USER shall contribute an annual donation into an improvement fund to be maintained by the Sierra Madre Community Foundation. For the first year of the Agreement, the annual donation shall be \$5,000 per USER. For each successive year thereafter, the annual donation shall be mutually determined by the CITY and the USERS.
- 6.4 Notice to City of Needed Improvements and City Obligation. The USERS shall meet and inform the CITY in writing of any and all necessary large capital outlays or improvements that the USERS deem necessary either immediately or for the commencement of the upcoming sports season. Upon a majority vote by USERS, the CITY shall coordinate with the Sierra Madre Community Foundation over the expenditure of improvement fund for contract work on the Sports Fields for the large capital outlay or improvement requested by the majority of USERS. The CITY is responsible for managing such contract work. The improvement maintenance fund

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

7.0 STATUS OF PARTIES

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

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

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

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

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

8.0 HOLD HARMLESS, INDEMNIFICATION, AND INSURANCE

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

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

9.0 NO ASSIGNMENT

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

10.1 NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE

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

11.0 TERMINATION OF AGREEMENT

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

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

12.0 SEVERABILITY

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

13.0 NOTICE

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

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

With a courtesy copy to

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

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

14.0 ENTIRE AGREEMENT

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

16.0 COUNTERPARTS

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

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

CITY OF SIERRA MADRE

By _____
Robert Stockly, Mayor

ATTEST:

Nancy Shollenberger, City Clerk

APPROVED AS TO FORM:

Michael G. Colantuono
City Attorney

EXHIBIT C
A LIST OF CONTACT INFORMATION FOR EACH USER

Sierra Madre Girls Softball Association

PO BOX 1055
Sierra Madre, CA 91025-4055

Email: president@smgsa.org

Sierra Madre Little League

PO BOX 944
Sierra Madre, CA 91025

Email: sierramadrelittleleague@gmail.com

Sierra Madre Pony League

PO BOX 232
Sierra Madre, CA 91025

Email: stuff4edgar@msn.com

AYSO Region 2

PO BOX 1144
Monrovia, CA 91017

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

EXHIBIT D
FIELD SCHEDULED USE

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

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

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

Fall Season (August-December)

Sierra Madre PONY League

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

Spring Season (January-July)

Sierra Madre PONY League

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

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

Fall Season (August-December)

City Adult Softball League (administred by YMCA)

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

Sierra Madre Little League

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

Sierra Madre Girls' Softball

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

Spring Season (January-July) Alternative "A"

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

Sierra Madre Little League

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

AND

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

OR

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

Sierra Madre Girls' Softball

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

Sundays Until 9:00 p.m.

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

Sierra Madre Little League

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

Sierra Madre Girls' Softball

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

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

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

Weeday access time subject to approval by School Principal.

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

Fall Season (August-December)

Sierra Madre Little League

Mondays 4:30 p.m. to dusk

Thursdays 4:30 p.m. to dusk

Sundays ~~12:00 p.m.~~ 10:00 a.m., last game not scheduled after 2:00 p.m. 4:00 p.m.

Commented [RB5]: Community Services Commission recommended changes to Sunday game times.

Sierra Madre Girls' Softball

Tuesdays 4:30 p.m. to dusk

Wednesdays 4:30 p.m. to dusk

Fridays 4:30 p.m. to dusk

AYSO Region 2

Saturdays 10:00 a.m. to dusk

Spring Season (January-July)

Sierra Madre Little League

Mondays 4:30 p.m. to dusk

Thursdays 4:30 p.m. to dusk

Sundays ~~12:00 p.m.~~ 10:00 a.m., last game not scheduled after 2:00 p.m. 4:00 p.m.

Commented [RB6]: Community Services Commission recommended changes to Sunday game times.

Sierra Madre Girls' Softball

Tuesdays 4:30 p.m. to dusk

Wednesdays 4:30 p.m. to dusk

Fridays 4:30 p.m. to dusk

Saturdays 10:00 a.m. to dusk

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

August 1 - 15 fields closed for maintenance.
No use permitted Sundays per the Fix the Field Agreement.
Weekday access subject to approval by school principal.

Fall Season (August-December)

AYSO Region 2

Mondays 4:30 p.m. to dusk
Tuesdays 4:30 p.m. to dusk
Wednesdays 4:30 p.m. to dusk
Thursdays 4:30 p.m. to dusk
Fridays 4:30 p.m. to dusk
Saturdays 10:00 a.m. to dusk

Spring Season (January-July)

Sierra Madre Little League

Mondays 4:30 p.m. to dusk
Wednesdays 4:30 p.m. to dusk
Thursdays 4:30 p.m. to dusk
Saturdays 10:00 a.m. to dusk

Sierra Madre Girls' Softball

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



City of Sierra Madre Agenda Report

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

Melinda Carrillo, City Clerk
Michael Amerio, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: James Carlson, Management Analyst 

REVIEWED BY: Bruce Inman, Director of Public Works 

DATE: December 13, 2016

SUBJECT: **EWMP Memorandum of Understanding First Amendment**

SUMMARY

Staff recommends that the City Council authorize Interim City Manager Elaine Aguilar to sign the First Amendment of the Memorandum of Understanding (MOU) to continue the implementation of the Rio Hondo/San Gabriel River Water Quality Group's Enhanced Watershed Management Program (EWMP).

ANALYSIS

Background

On October 25, 2016, staff presented the City Council with an update on the City's ongoing efforts towards compliance with the 2012 MS4 Permit. Staff also requested, and received, authorization for City Manager Elaine Aguilar to submit a funding commitment letter (**Attachment A**) to the City of Arcadia to facilitate the notice to proceed on work to update the EWMP. The First Amendment to the Water Quality Group's MOU (**Attachment B**), which provides for the formal agreement to continue compliance efforts collaboratively.

Opportunity to Revise EWMP

MS4 Permit Updates to City Council in July and October alluded to a potential opportunity for the Water Quality Group to revise the EWMP which was approved on April 21, 2016 with a total regional cost estimated to be \$1.4 billion dollars over the next 12 years. In an effort to reduce the number of local and regional projects and their associated costs, management-level representatives of the Water Quality Group's agencies proposed alternative strategies to the Regional Board staff. A revised EWMP would also contain new deadlines and interim milestones expected to provide the

Group with additional time to progress through various funding strategies for the projects.

The Group's focus has now changed from taking initial steps to determine the feasibility of ten regional projects and hundreds of lane miles of local distributed projects to concentrating on the potential solution of addressing the watershed at the southern-most location(s) of the Group's boundaries.

The major component of the EWMP revision is centered on a single large-scale project at Peck Lake Park, which would receive and naturally treat runoff from approximately 70% of the Group's area. Current early analysis indicates that there may be a need for 2 or 3 smaller ancillary projects to achieve water quality standards throughout the Group's jurisdiction. It is also anticipated that some local projects may be identified in the future to meet the standards.

To accomplish this endeavor, the City of Arcadia has issued "change order" to California Watershed Engineers (CWE), the Group's technical consulting firm. Work is underway and Group staff has met twice with Regional Board staff and CWE to assure that this effort is on the right track.

FINANCIAL REVIEW

The City's share of the project cost remains unchanged at \$46,279. That amount is included in the approved FY 16/17 budget, therefore there is no additional financial impact of this recommended Council action.

PUBLIC NOTICE PROCESS

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

ALTERNATIVES

1. The City Council may authorize City Manager Elaine Aguilar to sign the First Amendment of the Memorandum of Understanding (MOU) to continue the implementation of the Rio Hondo/San Gabriel River Water Quality Group's Enhanced Watershed Management Program (EWMP).
2. The City Council may decline to authorize City Manager Elaine Aguilar to sign the First Amendment of the Memorandum of Understanding (MOU) to continue the implementation of the Rio Hondo/San Gabriel River Water Quality Group's Enhanced Watershed Management Program (EWMP).
3. The City Council may provide direction or request additional information from staff.

Subject: EWMP MOU First Amendment

Date: December 13, 2016

Page 3 of 3

STAFF RECOMMENDATION

Staff recommends that the City Council authorize Interim City Manager Elaine Aguilar to sign the First Amendment of the Memorandum of Understanding (MOU) to continue the implementation of the Rio Hondo/San Gabriel River Water Quality Group's Enhanced Watershed Management Program (EWMP).

Attachments (2):

Attachment A: October 26, 2016 Funding Commitment Letter

Attachment B: FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE CITIES OF ARCADIA, BRADBURY, DUARTE, MONROVIA AND SIERRA MADRE



City of Sierra Madre

232 W. Sierra Madre Boulevard, Sierra Madre, CA 91024
phone 626.355.7135 fax 626.355.2251

October 26, 2016

Mr. Dominic Lazzaretto
City Manager
City of Arcadia
240 West Huntington Drive
Post Office Box 60021
Arcadia, California 91066-6021

RE: Commitment To Fund the City of Sierra Madre's Share of the Proportionate Costs for Engaging CWE to Develop an Updated EWMP Plan and Conduct Technical Feasibility Studies for the Rio Hondo / San Gabriel River Water Quality Group

Dear Dominic:

It is our understanding that on November 1, 2016, the City of Arcadia will be considering approval of a change order with CWE to fund both the development of an updated EWMP Plan and to conduct technical feasibility studies for the Rio Hondo / San Gabriel River Water Quality Group (RHSGRWQG). To formalize the sharing of costs for the change order request, a First Amendment to the Memorandum of Understanding between the member agencies of the RHSGRWQG (Amendment) is currently being developed.

However, given current project timeline demands, it will be necessary for the City of Arcadia to consider approval of the change order with CWE before the Amendment is approved by all RHSGRWQG member agencies. Given that factor, this correspondence has been prepared to provide the City of Arcadia with assurances that the City of Sierra Madre is committed to and will pay our share of the proportionate costs associated with the CWE change order.

We look forward to working with the City of Arcadia and our other partners in this effort moving forward. In the meantime, please feel free to contact me at 626-355-7135 if you should have any questions regarding this matter.

Sincerely,

Elaine Aguilar
City Manager

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
THE COUNTY OF LOS ANGELES, AND
THE CITIES OF ARCADIA, BRADBURY, DUARTE, MONROVIA,
AND SIERRA MADRE

REGARDING THE ADMINISTRATION AND COST SHARING FOR THE
IMPLEMENTATION AND ADMINISTRATION OF THE ENHANCED WATERSHED
MANAGEMENT PROGRAM (EWMP) FOR THE RIO HONDO/SAN GABRIEL RIVER
WATER QUALITY GROUP'S WATERSHED

This First Amendment to the Memorandum of Understanding Between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, the COUNTY OF LOS ANGELES, and the CITIES OF ARCADIA, BRADBURY, DUARTE, MONROVIA, AND SIERRA MADRE (collectively these entities shall be known herein as "PARTIES" or individually as a "PARTY") dated August 29, 2013 ("EWMP MOU") is hereby made and entered into as of the date of the last signature set forth below by and among the PARTIES.

WITNESSETH

WHEREAS, the PARTIES wish to amend the EWMP MOU to extend the administrative collaboration on the compliance of certain elements of the MS4 Permit and have agreed to a cost sharing formula set forth in Exhibit A for fiscal year 2016/2017; and

WHEREAS, the PARTIES submitted an Enhanced Watershed Management Plan (the "EWMP") to the Regional Board on June 28, 2015, and it was approved on April 21, 2016. The Regional Board's approval of the EWMP directed that implementation of the EWMP begin immediately; and

WHEREAS, the PARTIES have agreed to collaborate on the initial steps to further investigate the feasibility of various regional multi-benefit projects and comply with certain elements of the MS4 Permit and have agreed to a cost sharing formula set forth in Table 2 of Exhibit A, which is attached and made part of this MOU; and

WHEREAS, the PARTIES require the existing EWMP Consultant, CWE, to perform additional work to assist the PARTIES in the initial steps by investigating the feasibility of various regional multi-benefit projects and comply with certain elements of the MS4 Permit; and

WHEREAS, the PARTIES propose for the Consultant to perform soils investigations and a feasibility analysis of various regional project sites and also to comply with certain elements of the MS4 Permit, at a total cost not to exceed \$541,682.50; and

WHEREAS, the PARTIES have determined that directing the Consultant to further investigate regional projects and implement certain elements of the MS4 Permit will be beneficial to the PARTIES at a total cost not to exceed \$541,682.50. The PARTIES shall provide funding in accordance with the cost allocation in Table 2 of Exhibit A.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

(1) Purpose: The purpose of this First Amendment is to cooperatively fund various EWMP implementation activities such as performing soils investigations, preparation of documents for adaptive management as required, preparation of revisions or updates to the EWMP as required, implementation of educational outreach efforts. This First Amendment shall allow the PARTIES to obtain the services described above until such time as a formal body (JPA, Special District, etc.) can be created to oversee these types of EWMP implementation activities.

(2) Exhibits A and B of the EWMP MOU dated August 29, 2013, is hereby replaced with Exhibits A and B of this First Amendment. All other terms and provisions contained within the EWMP MOU shall remain in full force and effect except as modified by this First Amendment.

(3) Section (4) of the EWMP MOU is hereby amended to read as follows:

Terms: This MOU shall become effective the last date of execution by all PARTIES hereto ("Effective Date"), and shall remain in effect until all PARTIES agree to terminate the MOU and adopt a formal body (JPA, Special District, etc.), the CITY OF ARCADIA has provided written notice of completion of the Scope of Work described herein, and payment by all Parties of their allocated pro-rata share hereunder.

IN WITNESS WHEREOF, the PARTIES hereto have caused this First Amendment to the EWMP MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By _____
GAIL FARBER, Director of Public Works

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
GAIL FARBER, Chief Engineer

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

Date

CITY OF ARCADIA

By _____
NAME, POSITION

Date

ATTEST:

By _____
NAME, City Clerk

Date

APPROVED AS TO FORM:

By _____
NAME, City Attorney

Date

CITY OF BRADBURY

By _____
NAME, POSITION

Date

ATTEST:

By _____
NAME, City Clerk

Date

APPROVED AS TO FORM:

By _____
NAME, City Attorney

Date

CITY OF DUARTE

By _____
NAME, POSITION

Date

ATTEST:

By _____
NAME, City Clerk

Date

APPROVED AS TO FORM:

By _____
NAME, City Attorney

Date

CITY OF MONROVIA

By _____
NAME, POSITION

Date

ATTEST:

By _____
NAME, City Clerk

Date

APPROVED AS TO FORM:

By _____
NAME, City Attorney

Date

CITY OF SIERRA MADRE

By _____
NAME, POSITION

Date

ATTEST:

By _____
NAME, City Clerk

Date

APPROVED AS TO FORM:

By _____
NAME, City Attorney

Date

EXHIBIT A
Rio Hondo/San Gabriel River Water Quality Group
EWMP Implementation Funding Contributions

Table 1. Scope of Work

Scope of Work	Cost
Tasks	
(a) Final EWMP Revision and Checklist	\$22,000.00
(b) Geotechnical Investigations and Seismic Analysis	\$100,000.00
(c) Feasibility Study of Regional Projects Downstream Sites (includes a 15% contingency)	\$399,682.50
(d) Education and Outreach	\$20,000.00
Total Cost =	\$541,682.50

Table 2. Cost Allocation Formula For FY 16-17

Party	Base Fee (10%)	Acres (Developed Land)	Percent of Area ⁽²⁾	Cost based on Acres (90%)	Total Cost
City of Arcadia	\$8,158.57	11	34.16%	\$150,502.83	\$158,661.40
City of Bradbury	\$8,158.57	1.9	5.9%	\$25,995.94	\$34,154.51
City of Duarte	\$8,158.57	3.6	11.18%	\$49,255.47	\$57,414.04
City of Monrovia	\$8,158.57	8	24.84%	\$109,456.60	\$117,615.17
City of Sierra Madre	\$8,158.57	2.8	8.7%	\$38,309.81	\$46,468.38
County of Los Angeles	\$8,158.57	4.9	15.22%	\$67,042.17	\$75,200.74
Los Angeles County Flood Control District(1)	\$52,168.25	-	-	-	\$52,168.25
Total	\$101,119.68	32.2	100%	\$440,562.83	\$541,682.50

(1) Los Angeles County Flood Control District's cost share equals 10% of total contracted costs except for Task (d) Education and Outreach; the remaining costs are then divided by the 10% base fee and land area (90%).

(2) Based on percent of developed land in each Party area of the total watershed area (excludes Angeles National Forest land)

Table 3. Invoicing Schedule For FY 16-17

Invoice No.	Invoice Date	Percent of Cost Share Allocation
1	January 1, 2017	10% Base + 90% based on Land Area Allocation

If necessary, the Oversight Committee may revise the Invoicing Schedule and adjust the percent of Cost Share Allocations as deemed necessary for such reasons including, but not limited to, revision in Contracted Costs, Scope of Work, scheduling of work, and/or costs related to environmental review.

EXHIBIT B

Rio Hondo/San Gabriel River Water Quality Group EWMP Responsible Agencies Representatives

City of Arcadia
240 W. Huntington Dr.
Arcadia, CA 91006
Representative: Vanessa Hevener
E-mail: vhevener@arcadiaca.gov
Phone: (626) 305-5327

City of Monrovia
415 S. Ivy Ave.
Monrovia, CA 91016
Representative: Alex Tachiki
E-mail: atachiki@ci.monrovia.ca.us
Phone: (626) 932-555

City of Bradbury
600 Winston Ave.
Bradbury, CA 91008
Representative: Bruce Inman
E-mail: binman@CityofBradbury.org
Phone: (626) 358-3218 ext. 300

City of Sierra Madre
232 W. Sierra Madre Blvd
Sierra Madre, CA 91024
Representative: James Carlson
E-mail: jcarlson@cityofsierramadre.com
Phone: (626) 355-7135 ext. 803

City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Representative: Rafael Casillas
E-mail: rcasillas@accessduarte.com
Phone: (626)386-6833

County of Los Angeles
Department of Public Works
Watershed Management Division, 11th
Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Representative: Angela George
E-mail: ageorge@dpw.lacounty.gov
Phone: (626) 458-4300

Los Angeles County Flood Control District
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Watershed Management Division, 11th
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900 South Fremont Avenue
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Phone: (626) 458-4300