

# **CITY COUNCIL**

## **MEETING AGENDA PACKET**

Tuesday, October 28, 2025  
5:30 pm



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

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

**AGENDA  
REGULAR MEETING  
SIERRA MADRE CITY COUNCIL**

**Tuesday, October 28, 2025  
5:30 pm**

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



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

*Sue Spears, City Treasurer*

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

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

**CODE OF CONDUCT**

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

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

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

## **PLEDGE OF ALLEGIANCE AND INSPIRATION**

Council Member Goss

## **APPROVAL OF MEETING AGENDA**

Vote of the City Council to proceed with City business.

## **APPROVAL OF MEETING MINUTES**

Approval of October 14, 2025 City Council Regular Meeting minutes.

## **APPROVAL FOR READING RESOLUTIONS AND ORDINANCES**

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

## **MAYOR AND CITY COUNCIL REPORTS**

Reporting of Council Members' activities related to City business.

## **PUBLIC PARTICIPATION CODE OF CONDUCT**

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

## **PUBLIC COMMENT**

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

### Providing Public Comment for Items on the Meeting Agenda

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

### Provide Public Comment for Topics not on the Meeting Agenda

Time shall be devoted to provide public comments for items not on the agenda. Under the Brown Act, the City Council is prohibited from taking action on items not on the agenda.

### Providing Public Comment

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

## **PRESENTATION**

### **1. PRESENTATION FROM PASADENA UNIFIED SCHOOL DISTRICT**

#### **ACTION ITEMS**

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

#### **CONSENT**

##### **a) RESOLUTION 25-59 APPROVING CERTAIN DEMANDS**

It is recommended that the City Council approve Resolution 25-56 approving payment of City Warrants in the aggregate amount of \$662,047.79, Sierra Madre Library Warrants in the aggregate amount of \$639,985.51, and Payroll Transfer in the aggregate amount of \$563,463.22, for the Fiscal Year ending June 30, 2026.

##### **b) RESOLUTION 25-60 AMENDING THE FISCAL YEAR 2025-26 BUDGET AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE POLICE DONATION FUND IN THE AMOUNT OF \$45,000 AND APPROVAL OF A PURCHASE ORDER WITH IRV SEAVER BMW FOR THE ACQUISITION OF A POLICE MOTORCYCLE**

It is recommended that the City Council adopt Resolution 25-60.

##### **c) RESOLUTION 25-64 AMENDING THE EXECUTIVE MANAGEMENT CLASSIFICATION PLAN AND SALARY MATRIX TO ESTABLISH THE PUBLIC WORKS DIRECTOR/CITY ENGINEER POSITION AND ALIGN THE PLANNING & COMMUNITY PRESERVATION DIRECTOR RANGE**

It is recommended that the City Council adopt Resolution 25-64.

##### **d) RESOLUTION 25-65 AUTHORIZING AN APPROPRIATION FROM FUND 32012 – DOWNTOWN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT FUND BALANCE AND APPROVAL OF A CONTRACT FOR THE BANNER POLE INSTALLATION PROJECT IN KERSTING COURT**

It is recommended that the City Council approve Resolution 25-65.

##### **e) RESOLUTION 25-66 AMENDING THE CLASSIFICATION PLAN AND SALARY MATRIX FOR CLASSIFIED EMPLOYEES ASSOCIATION, SIERRA MADRE PROFESSIONAL FIREFIGHTERS ASSOCIATION, CONFIDENTIAL-EXEMPT, AND EXECUTIVE MANAGEMENT**

It is recommended that the City Council approve Resolution 25-66.

##### **f) ASSEMBLY BILL (AB) 1600 MITIGATION FEE ACT COMPLIANCE REPORT**

It is recommended that the City Council receive and file this report.

##### **g) SECOND READING OF ORDINANCE 1487 AMENDING VARIOUS CHAPTERS OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE SIERRA MADRE MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODES WITH CERTAIN EXCEPTIONS, MODIFICATIONS, AND ADDITIONS**

It is recommended that the City Council adopt Ordinance 1487.

## **PUBLIC HEARINGS**

1. **ORDINANCE NO. 1486 AMENDING CHAPTER 15.24 (FIRE CODE) AND ADDING CHAPTER 15.25 (CALIFORNIA WILDLAND URBAN INTERFACE CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE SIERRA MADRE MUNICIPAL CODE**

It is recommended that the City Council introduce for first reading by title only, recommending adoption of Ordinance No. 1486

2. **ORDINANCE NO. 1488 APPROVING A MUNICIPAL CODE TEXT AMENDMENT (MCTA 25-03) AND RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING CHAPTER 17.72 (“SIGNS”) OF TITLE 17 (“ZONING”) OF THE SIERRA MADRE MUNICIPAL CODE**

It is recommended that the City Council introduce for first reading by title only, recommending adoption of Ordinance No. 1488

## **DISCUSSION**

1. **REVIEW AND POTENTIAL AMENDMENT OF SIERRA MADRE CODE OF ORDINANCES TITLE 10 – VEHICLES AND TRAFFIC CHAPTER 10.52 PARKING PROHIBITIONS ON YELLOW AND RED FLAG ALERTS DAYS**

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

## **AVAILABILITY OF AGENDA MATERIALS**

*Materials related to items on this agenda are available for public inspection on the City's website at [sierramadrea.gov](http://sierramadrea.gov).*

## **LIVE BROADCASTS**

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

## **MEETING ASSISTANCE**

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

## **ADJOURNMENT**

*The City Council will adjourn to Special Meeting on Tuesday, November 18, 2025.*

**MINUTES  
REGULAR MEETING  
SIERRA MADRE CITY COUNCIL**

**Tuesday, October 14, 2025  
5:30 pm**

**City of Sierra Madre  
City Council Chambers  
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## **CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL**

Mayor Parkhurst called the meeting to order at 5:31 p.m. City Clerk Aguilar called the roll.

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

Absent: None.

Also Present: Michael Bruckner, City Manager  
Aleks Giragosian, City Attorney  
Miguel Hernandez, Assistant City Manager  
Laura Aguilar, City Clerk  
Gustavo Barrientos, Police Chief  
Brent Bartlett, Fire Chief  
Randy Metz, Fire Marshal  
Clare Lin, Director of Planning & Community Preservation  
Sarkis Nazerian, Building Official  
Katelyn Huang, Assistant Planner  
James Carlson, Senior Analyst

## **PLEDGE OF ALLEGIANCE AND INSPIRATION**

Council Member Garcia led the audience in the pledge of allegiance. He then shared historical events that occurred in past years on this day, October 14.

## **APPROVAL OF MEETING AGENDA**

Vote of the City Council to proceed with City business.

Mayor Parkhurst asked for a motion to amend the agenda or approve as presented.

Council Member Kriebs made a motion to approve the agenda as presented.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

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

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

## **REPORT OUT FROM CLOSED SESSION**

City Attorney Giragosian reported that the City Council met on the following items earlier in Closed Session. No reportable action was taken.

### **1. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6)**

City Negotiator: City Manager Michael Bruckner and Assistant City Manager Miguel Hernandez  
Employee Organization: Sierra Madre Professional Firefighters' Association

**2. CONFERENCE WITH LABOR NEGOTIATOR**

**(Gov. Code § 54957.6)**

City Negotiator: City Manager Michael Bruckner and Assistant City Manager Miguel Hernandez  
Employee Organization: Sierra Madre Professional Firefighters' Association

**3. CONFERENCE WITH LABOR NEGOTIATOR**

**(Gov. Code § 54957.6)**

City Negotiator: City Manager Michael Bruckner and Assistant City Manager Miguel Hernandez  
Employee Organization: Sierra Madre Classified Employees' Association

**APPROVAL OF MEETING MINUTES**

Approval of September 23, 2025 City Council Regular Meeting minutes.

Mayor Parkhurst asked the Council for any edits to the meeting minutes. Hearing no substantive changes, he asked for a motion regarding the September 23, 2025 Regular Meeting minutes.

Mayor Pro Tem Lowe made a motion to approve the September 23, 2025 Regular Meeting minutes.

Council Member Goss seconded the motion.

Mayor Parkhurst called for a vote of the Council:

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

The motion to approve the meeting minutes as presented was approved by a unanimous voice vote by all Members present.

Mayor Parkhurst then continued the meeting to discuss the reading of resolutions and ordinances by title only.

**APPROVAL FOR READING RESOLUTIONS AND ORDINANCES**

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

Mayor Parkhurst asked for a motion.

Council Member Goss made a motion to approve the reading of ordinances and resolutions by title only.

Council Member Garcia seconded the motion.

Mayor Parkhurst called for a vote of the Council:

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

The motion to approve the reading of ordinances and resolutions by title only was approved by a unanimous voice vote by all Members present.

## **MAYOR AND CITY COUNCIL REPORTS**

Reporting of Council Members' activities related to City business.

### Mayor Pro Tem Lowe

Reported that she attended the Sierra Madre Community Foundation Whiskey and Wine Tasting fundraiser on September 27.

On October 2, she attended a joint meeting with the California Workforce Development Board and Foothill Workforce Development Board. The focus of the meeting was to determine what the needs are for this area since the fires; developing a master plan career check certification, and livable wages.

On October 5 she attended the Mt. Wilson Trail Race Recovery Run.

From October 8 – 10 she attended the Cal Cities annual conference in Long Beach.

### Council Member Goss

On September 27 he attended the Sierra Madre Community Foundation Whiskey and Wine fundraiser.

On October 7 he attended a meeting of the Library Ad-Hoc Committee for updates on the project.

Reported that he attended the Mt. Wilson Trail Race Recovery Run.

Council Member Goss also reported that he attended the League of California Cities Annual Conference in Long Beach.

### Council Member Garcia

Reported that he attended the October 1, 2025 meeting of the Sierra Madre Chamber of Commerce. The main discussion was this year's Winter Fest. The event will be on December 6 from 12:00 pm – 8:00 pm.

Council Member Garcia also reported that he attended the Senior Community Commission meeting on October 2. The City Clerk made a presentation on the Brown Act.

On October 5, 2025 he attended the Mt. Wilson Trail Race Recovery Run

Between October 8 -10 he attended the League of California Cities Annual Conference in Long Beach

He also reported attending the Art Walk throughout town on October 10.

Lastly, he reported that he attended the ribbon cutting ceremony for Alverno Height's Academy Sports Courts

### Council Member Kriebs

Reported that she participated in the Mt. Wilson Trail Race Recovery Run. She also reported that she attended the League of California Cities Annual Conference in Long Beach and reported on two of the sessions that she attended.

### Mayor Parkhurst

Reported that he attended a September 26 retreat with the Clean Power Alliance. The discussion included questions about how soon to transition to 100% renewable energy.

On October 8 he attended a meeting with the Clean Power Alliance. The discussion included the wind project with Sun-Zia.

On September 24 he attended a meeting with the Los Angeles County Sanitation District. No reportable action from that meeting.

On October 1 he attended a meeting with the Transportation Sub-Committee. The Committee discussed Dial-A-Ride and Gateway Coach transportation.

On October 1 he attended the Natural Resources Commission meeting.

Attended the League of California Cities Annual Conference in Long Beach and reported on some of the sessions that he attended.

On October 11 he attended the memorial service for Charlie Bell at Mt. Wilson Trail Park.

On October 11 he also attended the Fire Department festival, and later that day the Kiwanis' Club Chili Cook Off. Mayor Parkhurst congratulated the Fire Department for winning two awards at the Cook Off.

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

Mayor Parkhurst opened the podium for public comment on items not on the agenda. City Clerk Aguilar disclosed that one e-mail was received in advance of the City Council meeting, for items not on the agenda, from Glenn Hickman.

City Clerk Aguilar announced that three speaker cards had been submitted for items not on the agenda.

1. Pete Siberell, 331 Sturtevant Dr: Provided an update on the success of the 5k Mt. Wilson Trail Race Recovery Run.
2. Liz DeKam, 152 E. Laurel: thanked City staff, the City Council for their public service. She also thanked the Council for banning gas leaf blowers. She went on to thank the Mt. Wilson Trail Race Committee for the 5k walk/run for Mt. Wilson Trail Recovery. She provided comment on in support of the demolition project at 190 Merrill Ave. Lastly; she provided input on open heap compost piles and requested the City Council ban open heap compost piles.
3. Chris Holden: shared that since leaving the California Assembly he became CEO of L.A. Fire Justice, a consortium created after the Eaton Fire.
4. Ellen Andrews, Upper Canyon: shared her comments and recommendations on the Eaton Fire Report.

Seeing no one else come forward, Mayor Parkhurst closed public comment and moved on to presentations.

## **PRESENTATIONS**

### **1. SIERRA MADRE POLICE DEPARTMENT REPORTED BEAR ACTIVITY UPDATE**

Police Chief Barrientos provided statistical data and information on the recent bear activity.

### **2. PRESENTATION BY KIMLEY-HORN AND ASSOCIATES FOR GENERAL PLAN UPDATES TO OPEN SPACE AND CONSERVATION ELEMENTS**

Planning Director Lin introduced Surabhi Bakbhaya from Kimley-Horn for an update on the Parks and Open Space Element and Conservation Element of the General Plan

## **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.*

At the conclusion of the presentations, Mayor Parkhurst moved onto Action Items. City Clerk Aguilar read the following reports:

## **CONSENT**

### **a) CONSIDERATION OF RESOLUTION 25-56 APPROVING CERTAIN DEMANDS**

It is recommended that the City Council approve Resolution 25-56 approving payment of City Warrants in the aggregate amount of \$457,429.31, Sierra Madre Library Warrants in the aggregate amount of \$32,955.16, and Payroll Transfer in the aggregate amount of \$642,028.77, for the Fiscal Year ending June 30, 2026.

### **b) CONSIDERATION OF RESOLUTION 25-57 APPROVING A SETTLEMENT AGREEMENT AND SPECIFIC RELEASE OF CLAIMS WITH THE SIERRA MADRE PROFESSIONAL FIREFIGHTERS ASSOCIATION AND INDIVIDUAL CURRENT EMPLOYEE MEMBERS**

It is recommended that the City Council adopt Resolution 25-57 approving \$37,141.32 in back payments due to the members of the Sierra Madre Professional Firefighters Association (SMPFA or Association) under both the Fair Labor Standards Act (FLSA) and Memorandum of Understanding (MOU) with SMPFA.

### **c) OTHER POST EMPLOYMENT BENEFITS (OPEB) FUNDING POLICY COMPLIANCE AND FISCAL YEAR 2025-2026 GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT No. 75 ACTUARIAL VALUATION**

It is recommended that the City Council receive and file the Fiscal Year 2025-2026 Governmental Accounting Standards Board Statement No. 75 Actuarial Valuation of the Other Post-Employment Benefits Trust, confirming continued compliance with the City's Pension and Other Post-Employment Benefits Funding Policy.

### **d) STRATEGIC PLAN UPDATE**

It is recommended that the City Council receive and file this informative report.

At the conclusion of City Clerk Aguilar's report, Mayor Parkhurst brought the matter to the City Council for questions then opened the topic for public comment. City Clerk Aguilar noted for the record that no e-mails had been received prior to the City Council meeting.

Seeing no one come forward, Mayor Parkhurst closed Public Comment and brought the discussion back to Council.

Mayor Parkhurst asked the Council for a motion.

Council Member Garcia made a motion to approve Consent A-D as presented.

Council Member seconded Kriebs the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs

Noes: None.

Absent: None.

Abstain: None.

Consent Items Consent A-D were approved as amended by majority voice vote.

## **PUBLIC HEARINGS**

### **1. ORDINANCE NO. 1486 RELATING TO THE ADOPTION AND AMENDMENTS TO THE 2025 INTERNATIONAL FIRE CODE AND THE 2025 CALIFORNIA FIRE CODE UPDATES**

It is recommended that the City Council introduce for first reading Ordinance No. 1486 pursuant to the 2025 California Fire Code and 2025 California Wildland Urban Interface Code amendments.

City Attorney advised the Council that this item was not properly noticed. The Public Hearing Notice indicated adoption and amendments to the International Fire Code but should have instead stated California Wildland Urban Interface Code amendments. He went on to say that the report would be presented this evening to the City Council but would come back at a future meeting for first reading of Ordinance 1486, once the public hearing is re-noticed.

This report was presented by Fire Chief Bartlett and Fire Marshal Metz.

At the conclusion of their report, Mayor Parkhurst brought the matter to the City Council for questions then opened the topic for public comment. City Clerk Aguilar noted for the record that no e-mails had been received prior to the City Council meeting.

Paula Andrews, Upper Canyon: asked if these amendments were also being adopted by Altadena.

The City Council did not take action on this Public Hearing. At the conclusion of public comment, the Mayor moved onto the next item on the agenda.

### **2. ORDINANCE NO. 1487 AMENDING THE MUNICIPAL CODE TO AMEND AND ADOPT BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE WITH CERTAIN EXCEPTIONS, MODIFICATIONS AND ADDITIONS**

It is recommended that the City Council introduce for first reading by title only, recommending adoption of Ordinance No. 1487 pursuant to the 2025 California Building Standards Code amendments.

This report was presented by Planning & Community Preservation Director Lin and Building Official Nazerian

At the conclusion of their report, Mayor Parkhurst brought the matter to the City Council for questions

then opened the topic for public comment. City Clerk Aguilar noted for the record that no e-mails had been received prior to the City Council meeting.

Seeing no one come forward, Mayor Parkhurst closed Public Comment and brought the discussion back to Council.

Mayor Parkhurst asked the Council for a motion.

Council Member Goss made a motion to approve first reading of Ordinance 1487.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

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

The motion was approved by unanimous voice vote.

**3. RESOLUTION 25-58 APPROVING AND AUTHORIZING THE CITY'S PARTICIPATION IN THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

It is recommended that the City Council adopt Resolution 25-58 to allocate and authorize the City's participation in the Year 5 Permanent Local Housing Allocation (PLHA) Program

This report was presented by Assistant Planner Huang.

At the conclusion of her report, Mayor Parkhurst brought the matter to the City Council for questions then opened the topic for public comment. City Clerk Aguilar noted for the record that no e-mails had been received prior to the City Council meeting.

Seeing no one come forward, Mayor Parkhurst closed Public Comment and brought the discussion back to Council.

Mayor Parkhurst asked the Council for a motion.

Mayor Pro Tem Lowe made a motion to approve Resolution 25-58.

Council Member Kriebs seconded the motion.

Mayor Parkhurst called for a vote of the Council:

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

The motion to adopt Resolution 25-58 was passed by unanimous voice vote.

## **DISCUSSION**

### **1. REPORT, DISCUSSION, AND DIRECTION REGARDING A MEMORANDUM OF UNDERSTANDING WITH PUSD FOR CROSSING GUARD SERVICES**

It is recommended that the City Council authorize and direct the City Manager to enter into a memorandum of understanding for a 50/50 cost sharing arrangement with Pasadena Unified School District (PUSD) for crossing guard services.

City Manager Bruckner presented the report to the City Council.

At the conclusion of his report, Mayor Parkhurst brought the matter to the City Council for questions then opened the topic for public comment. City Clerk Aguilar noted for the record no e-mails had been received prior to the City Council meeting.

Seeing no one come forward, Mayor Parkhurst closed Public Comment and brought the discussion back to Council.

Council Member Goss made a motion to authorize the City Manager to enter into a 50/50 cost-sharing agreement with PUSD for crossing guards.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs

Noes: None.

Absent: None.

Abstain: None.

The motion was approved by a unanimous voice vote.

Mayor Parkhurst continued the meeting, asking Council if they would like to add any items to future meetings.

## **FUTURE ITEMS**

### **Council Member Kriebs:**

Requested the discontinuation of Bear Updates

Requested an update on the changes to the Brown Act

### **Council Member Garcia:**

Requested a report on the City's evacuation plan and communications plan, including sirens and Sound alert systems.

### **Mayor Pro Tem Lowe:**

Requested an update for the Yucca Trail Debris Basin and Nature Friends

Analysis for an economic development plan

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

Council Member Goss made a motion to adjourn the meeting.

Council Member Garcia seconded the motion to adjourn.

Mayor Parkhurst called for a vote of the Council:

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

The motion to adjourn the meeting to the next Regular meeting on October 28, 2025 at this same location was approved by all Members at 7:58 pm.

Minutes taken and typed by:

Approved by Council Action:

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Laura M. Aguilar  
City Clerk

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Robert Parkhurst  
Mayor

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**ADJOURNMENT**

*The City Council will adjourn to its Regular Meeting on Tuesday, October 28, 2025.*



# City of Sierra Madre Agenda Report

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

*Sue Spears, City Treasurer*

TO: Mayor and City Council  
FROM: Anthony Rainey, Finance Director  
REVIEWED BY: Michael Bruckner, City Manager  
DATE: October 28, 2025  
SUBJECT: **APPROVAL OF WARRANTS FOR PAYMENT**

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## **STAFF RECOMMENDATION**

Staff recommends the City Council approve payment of the following:

- **Outstanding Obligated City Warrants: \$662,047.79**
- **Outstanding Obligated Sierra Madre Library Warrants: \$639,985.51**
- **Payroll Transfer: \$563,463.22**

## **ALTERNATIVES**

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

## **SUMMARY**

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

*Attachment 1A – Warrant Register Post Date 10/28/25* - provides an aggregated breakdown of the warrants, including descriptions (e.g. categories of payments), amounts, and corresponding fiscal year allocations. Note that the last page It serves as a reference document to support the warrant approvals requested in this report, ensuring transparency and accountability in financial transactions. The attachment includes details on general warrants, utility bills, library warrants, and payroll transfers.

Following Attachment 1A, the *Check Approval Register* provides a comprehensive record of financial disbursements by the City of Sierra Madre, detailing payment transactions, vendor information, and check dates to ensure transparency and accountability. Additionally, the *Payroll Summary Register* outlines payroll disbursements, including total earnings, employer expenses, and overall payroll costs for each pay period. The total payroll expenditure for the most recent pay period (PR #21) for Date 10/9/25:

*Total Earnings (Salaries) @ \$412,072.34 plus Employer Benefits<sup>1</sup> @\$151,390.88 = Total @ \$563,463.22,*

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

## **ANALYSIS**

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

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

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

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

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

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

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

#### **CONSISTENCY WITH GENERAL PLAN**

Not applicable.

#### **FINANCIAL REVIEW/SOURCE OF FUNDING**

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

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

**ENVIRONMENTAL (CEQA)**

Not applicable.

**PUBLIC NOTICE PROCESS**

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

**Attachments**

Resolution 25-59

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

**RESOLUTION NUMBER 25-59**

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

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Sierra Madre does hereby approve payment of City Warrants in the aggregate amount of \$662,047.79; Sierra Madre Library Warrants in the aggregate amount of \$639,985.51; and Payroll Transfer in the aggregate amount of \$563,463.22 for the fiscal year ending June 30, 2026.

**APPROVED AND ADOPTED** this 28<sup>th</sup> day of October 2025.

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Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 25-59 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 18<sup>th</sup> day of October 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

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City Clerk, City of Sierra Madre, California

**City of Sierra Madre  
Department of Finance  
Warrant Register Recap  
City Council Meeting of October 28, 2025**

**CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY**

City of Sierra Madre Warrants .....	\$662,047.79
Sierra Madre Library Warrants.....	\$639,985.51
Payroll Transfer.....	\$563,463.22

**Warrant Register Post Date 10/28/25****Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY25/26	General Warrants	\$596,491.65	1-4
FY25/26	General Manual Warrant	\$25,146.14	5-8
FY24/25	General Manual Warrant	\$40,410.00	9
	Total	\$662,047.79	

FY25/26	Library Warrant	\$638,504.81	10
FY25/26	Library Manual Warrant	\$1,480.70	11
	Total	\$639,985.51	

Pay Date:			
10/9/2025	Payroll #21	\$563,463.22	
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
	Total	\$563,463.22	



Packet: APPKT08345 - GEN 10/28/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 10/22/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN01796</u>	ADAMSON POLICE PRODUCTS				<b>2,403.39</b>
APBWEST	Check	<u>INV440676</u>	PD SAFETY EQUIPMENT	10000.50000.53300	1,602.26
		<u>INV441965</u>	PD SAFETY EQUIPMENT	10000.50000.53303	801.13
<u>VEN03814</u>	AIR SOURCE INDUSTRIES				<b>379.07</b>
APBWEST	Check	<u>00964118</u>	OXYGEN	10000.64000.53300	91.65
		<u>00965248</u>	OXYGEN	10000.61000.53300	287.42
<u>1484</u>	ALLIANT INSURANCE SERVICES				<b>823.00</b>
APBWEST	Check	<u>3264977</u>	HALLOWEEN HAPPENINGS	10000.79004.53999	823.00
<u>VEN03454</u>	AMAZON CAPITAL SERVICES				<b>217.69</b>
APBWEST	Check	<u>1MVF-VXPY-M3MY</u>	MISC SUPPLIES CREDIT	60002.30000.53100	-850.84
		<u>1PRP-DNJL-3KG6</u>	MISC SUPPLIES 9/15/25 - 9/28/25	60002.30000.53100	850.84
		<u>1X3Y-GMGJ-GR11</u>	MISC SUPPLIES 9/29/25 - 10/12/25	10000.50000.53100	217.69
<u>VEN04248</u>	AMY HSU				<b>414.52</b>
APBWEST	Check	<u>INV042241</u>	REIMB: FIRE PREVENTION FESTIVAL - SUPPLIES	36002.61000.53999	414.52
<u>VEN03981</u>	ANGEL'S AUTO REPAIR INC				<b>1,469.89</b>
APBWEST	Check	<u>038702</u>	VEHICLE MAINT	60000.83100.53208	275.00
		<u>038717</u>	VEHICLE MAINT	60000.83100.53208	1,194.89
<u>VEN04365</u>	ANTHONY MILLOT				<b>450.00</b>
APBWEST	Check	<u>INV042262</u>	HALLOWEEN HAPPENINGS: DJ SERVICES 10/31/25	10000.79004.53999	450.00
<u>VEN04026</u>	ARCADIA TIRES				<b>677.68</b>
APBWEST	Check	<u>INV042242</u>	VEHICLE MAINT/#4000	60000.83100.53208	628.84
		<u>INV042243</u>	VEHICLE MAINT/#5723	60000.83100.53208	48.84
<u>1552</u>	ARNOLD'S FRONTIER HARDWARE - Fire				<b>112.17</b>
APBWEST	Check	<u>117224</u>	MISC. SUPPLIES	10000.61000.53204	24.29
		<u>117251</u>	MISC. SUPPLIES	10000.61000.53204	51.44
		<u>117321</u>	MISC. SUPPLIES	10000.61000.53204	36.44
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE - PW				<b>133.75</b>
APBWEST	Check	<u>116971</u>	FY 25/26 MAINTENANCE SUPPLIES	60000.83100.53208	26.50
		<u>117134</u>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	8.83
		<u>117145</u>	FY 25/26 MAINTENANCE SUPPLIES	60000.83100.53208	2.25
		<u>117195</u>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	18.98
		<u>117204</u>	FY 25/26 STREET DEPT. MAINTENANCE SUPPLIES	10000.83500.53206	37.66
		<u>117223</u>	FY 25/26 STREET DEPT. MAINTENANCE SUPPLIES	10000.83500.53206	14.48
		<u>117229</u>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	22.30
		<u>117231</u>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	5.51
		<u>A61720</u>	FY 25/26 MAINTENANCE SUPPLIES - CREDIT	60000.83100.53208	-2.76
<u>VEN04341</u>	BADGE FRAME INC				<b>1,569.44</b>
APBWEST	Check	<u>43330</u>	SM POLICE DETECTIVE BADGE REPRODUCTION	10000.50000.53100	719.72
		<u>43331</u>	SM POLICE CHIEF BADGE REPRODUCTION	10000.50000.53100	849.72
<u>VEN03147</u>	BANNER BANK				<b>281,289.07</b>
AP EFT WEST	Electronic Funds Transfer	<u>INV042244</u>	WATER INSTALLMENT PAYMNT # 16	71000.00000.21702	200,137.86
				71000.30000.58002	81,151.21
<u>0827</u>	CALIFORNIA PARK & RECREATION SOCIETY				<b>555.00</b>
APBWEST	Check	<u>INV042245</u>	ID #149728 MEMBERSHIP RENEWAL 2026 TED T	10000.70000.53409	555.00
<u>VEN04244</u>	CENTRALSQUARE TECHNOLOGIES LLC				<b>661.50</b>
APBWEST	Check	<u>448230</u>	FY 25/26 crime mapping system 12/4/25 - 12/3/25	10000.50000.52200	661.50
<u>1087</u>	CITY OF ARCADIA				<b>1,900.00</b>
APBWEST	Check	<u>25-03</u>	7/4/25 - 8/15/25 Battalion Chief Services	10000.61000.52100	1,900.00
<u>0485</u>	CITY OF MONROVIA				<b>600.00</b>
APBWEST	Check	<u>2600456</u>	7/15/25 DEPT USE OF FIRING RANGE	10000.50000.53303	300.00
		<u>2600457</u>	8/18/25 DEPT USE OF FIRING RANGE	10000.50000.53303	300.00
<u>1121</u>	COLANTUONO, HIGHSMITH & WHATLEY, PC				<b>20,602.50</b>
APBWEST	Check	<u>67343</u>	SEPT 2025 LEGAL SRVCS: CITY CLERK/ELECTIONS	10000.21000.52201	715.50
		<u>67344</u>	SEPT 2025 LEGAL SRVCS: LABOR/EMPLOYMENT	60007.70100.52201	1,908.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
APBWEST	Check	<u>67345</u>	SEPT 2025 LEGAL SRVCS: ASSESSMENT & PROP	32012.83000.52200	238.50	
		<u>67346</u>	SEPT 2025 LEGAL SRVCS: CODE ENFORCEMENT	10000.40000.52201	715.50	
		<u>67347</u>	SEPT 2025 LEGAL SRVCS: IMPLEMENTATION OF	10000.40000.52201	26.50	
		<u>67348</u>	SEPT 2025 LEGAL SRVCS: MISCELLANEOUS LITIG	10000.21000.52201	1,466.50	
		<u>67349</u>	SEPT 2025 LEGAL SRVCS: WATER & UTILITIES	71000.81100.52201	424.00	
		<u>67350</u>	SEPT 2025 LEGAL SRVCS: MATER DOLORSA DEVE	10000.40000.52201	276.00	
		<u>67351</u>	SEPT 2025 LEGAL SRVCS: ENVIRONMENTAL LEG	10000.40000.52201	662.50	
		<u>67352</u>	SEPT 2025 LEGAL SRVCS: ADV. PROT. SIERRA MA	10000.40000.52201	159.00	
		<u>67353</u>	SEPT 2025 LEGAL SRVCS: V. SOUTHERN CA. EDIS	10000.21000.52201	1,384.00	
		<u>67354</u>	SEPT 2025 LEGAL SRVCS: EATON FIRE RESPONSE	10000.21000.53998	26.50	
		<u>67585</u>	SEPT 2025 LEGAL SRVCS-RETAINER: GENERAL AC	10000.21000.52201	8,820.00	
				71000.81100.52201	1,890.00	
				72000.32000.52201	1,890.00	
<u>VEN04042</u>	CONCENTRA HEALTH SERVICES INC					<b>86.00</b>
APBWEST	Check	<u>18618942</u>	BUNDLE FEE	60007.70101.52106	86.00	
<u>0190</u>	DECCO AWARDS					<b>157.46</b>
APBWEST	Check	<u>25-15328</u>	NAME BADGES/PLATES	60002.31100.53102	157.46	
<u>0193</u>	DELL COMPUTER					<b>3,379.94</b>
APBWEST	Check	<u>10836965531</u>	DELL PHYSICAL DC - POWER EDGE R360 SMART	60003.30000.56009	3,379.94	
<u>1181</u>	DELTA DISTRIBUTING					<b>1,174.05</b>
APBWEST	Check	<u>169404</u>	FY 25/26 JANITORIAL SUPPLIES	60001.83200.53200	1,092.62	
		<u>169597</u>	FY 25/26 JANITORIAL SUPPLIES	60001.83200.53200	81.43	
<u>1812</u>	DEPT OF INDUSTRIAL RELATIONS					<b>1,800.00</b>
APBWEST	Check	<u>E 2164967 SB</u>	ELEVATOR CONVEYANCE NBR 150198	60001.83200.52401	450.00	
		<u>S 2188482 SB</u>	ELEVATOR INSPECTION	60001.83200.52401	1,350.00	
<u>VFN03180</u>	DICKS AUTO SUPPLY					<b>463.12</b>
APBWEST	Check	<u>233202</u>	FY 25/26 AUTO PARTS	60000.83100.53208	147.03	
		<u>233351</u>	FY 25/26 AUTO PARTS	60000.83100.53208	79.62	
		<u>233391</u>	FY 25/26 AUTO PARTS	60000.83100.53208	236.47	
<u>VEN04105</u>	DR. ANGELICA LOZA-GOMEZ M.D., PC.					<b>992.00</b>
APBWEST	Check	<u>39</u>	Medical Director Services SEPT 2025	10000.64000.52200	992.00	
<u>VEN01708</u>	EXSTREEM PEST CONTROL					<b>2,285.00</b>
APBWEST	Check	<u>32286</u>	MONTHLY SERVICE FOR PEST CONTROL JULY 202	60001.83200.52200	750.00	
		<u>32518</u>	MONTHLY SERVICE FOR PEST CONTROL AUG 202	60001.83200.52200	735.00	
		<u>32951</u>	MONTHLY SERVICE FOR PEST CONTROL SEPT 20	60001.83200.52200	800.00	
<u>0551</u>	FOOTHILL LOCK & KEY					<b>288.68</b>
APBWEST	Check	<u>20432</u>	SERVICE CALL: HOLE COVER	60001.83200.52200	288.68	
<u>1510</u>	GARVEY EQUIPMENT CO.					<b>119.28</b>
APBWEST	Check	<u>170816</u>	MISC. SUPPLIES	60000.83100.53208	119.28	
<u>0567</u>	GENERAL PUMP COMPANY					<b>41,065.00</b>
APBWEST	Check	<u>32869</u>	WELL 4 INSPECTION FOR REPAIR	71000.81100.56011	41,065.00	
<u>1639</u>	GMS ELEVATOR SERVICES INC					<b>115.00</b>
APBWEST	Check	<u>126998</u>	MONTHLY SERVICE	60001.83200.52200	115.00	
<u>0241</u>	HINDERLITER, DE LLAMAS & ASSOC					<b>600.00</b>
APBWEST	Check	<u>SIN054742</u>	Q1 2025 AUDIT SERVICES/SALES TAX (7/25-9/25	60002.30000.52100	300.00	
		<u>SIN054886</u>	Q1 2025 AUDIT SERVICES/TRANSACTION TAX (7,	60002.30000.52100	300.00	
<u>1359</u>	HIRERIGHT, LLC					<b>122.42</b>
APBWEST	Check	<u>H0251108</u>	BACKGROUND SCREENING 9/1/25 - 9/30/25	60007.70101.52100	122.42	
<u>VEN03424</u>	JOHNSON INVESTIGATIONS					<b>1,700.00</b>
APBWEST	Check	<u>2025-42</u>	PD Background Investigations	60007.70101.52100	1,700.00	
<u>VEN04527</u>	JOSE ANTONIO RAMIREZ					<b>17,800.00</b>
APBWEST	Check	<u>2 CO1</u>	CDBG: 620 SIERRA MEADOW DRIVE PROJ CHAN	38002.83200.52100	500.00	
		<u>INV042246</u>	CDBG: 670 MARIPOSA AVE PROJ	38002.83200.52100	17,300.00	
		<u>INV042246 RET</u>	CDBG: 670 MARIPOSA AVE PROJ RET	38002.00000.23500	-1,730.00	
		<u>INV042247</u>	CDBG: 670 MARIPOSA AVE PROJ RET RELEASE	38002.00000.23500	1,730.00	
<u>VEN04551</u>	KATELYN HUANG					<b>455.00</b>
APBWEST	Check	<u>INV042259</u>	REIMB: APA CALF. PLANNING CONF - FUEL	10000.40000.53402	455.00	
<u>VEN04116</u>	KNA CONSULTANTS INC					<b>2,350.00</b>
APBWEST	Check	<u>INV042240</u>	ENGINEERING REPORT- SEWER ASSESMENT DIS	10000.82000.52100	2,350.00	
<u>0934</u>	L.N. CURTIS & SONS					<b>224.73</b>
APBWEST	Check	<u>INV985429</u>	PD EQUIPMENT - UNIFORM	10000.61000.52205	224.73	

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
<u>VEN04550</u>	LAURA FORTI					<b>3,326.00</b>
APBWEST	Check	<u>INV042260</u>	REFUND: MILLS ACT CONTRACT (MA 22-03) APP	10000.40000.47010	3,326.00	
<u>VEN03994</u>	LAWRENCE CHU					<b>125.00</b>
APBWEST	Check	<u>IN1479476</u>	REIMB: FF CANCER SUPPORT NET. HEALTH & WE	10000.61000.52205	125.00	
<u>VEN04103</u>	LEXISNEXIS RISK SOLUTIONS					<b>202.50</b>
APBWEST	Check	<u>1300185609</u>	SEPT 2025 LE Investigative and Analysis system	10000.50000.52200	202.50	
<u>0640</u>	LIFE-ASSIST INC.					<b>996.57</b>
APBWEST	Check	<u>1643545</u>	FY 25/26 EMS Medical Supplies	10000.64000.53300	358.37	
		<u>1646692</u>	FY 25/26 EMS Medical Supplies	10000.64000.53300	638.20	
<u>VEN02976</u>	MEDICO PROFESSIONAL LINEN SERVICE					<b>74.61</b>
APBWEST	Check	<u>21314781</u>	MEDICO WASTE SERVICES	10000.61000.53300	74.61	
<u>VEN04406</u>	MICROAGE					<b>13,679.87</b>
APBWEST	Check	<u>2374325</u>	MIMECAST - ANNUAL SUBSCRIPTION	60003.30000.52200	13,679.87	
<u>VEN03488</u>	MUNICIPAL EMERGENCY SERVICES INC					<b>2,045.20</b>
APBWEST	Check	<u>IN2324122</u>	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	242.13	
		<u>IN2340820</u>	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	223.69	
		<u>IN2342894</u>	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	778.02	
		<u>IN2343759</u>	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	471.48	
		<u>IN2343841</u>	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	164.94	
		<u>IN2346826</u>	FY 25/26 PERSONAL PROTECTIVE UNIFORM EQU	10000.61000.53303	164.94	
<u>0786</u>	OFFICE DEPOT, INC					<b>66.62</b>
APBWEST	Check	<u>442492876001</u>	OFFICE SUPPLIES	60002.31100.53100	66.62	
<u>VEN04497</u>	OPTIMIZED INVESTMENT PARTNERS LLC					<b>6,216.39</b>
APBWEST	Check	<u>1462</u>	INVESTMENT ADVISORY SERVICE PERIOD ENDIN	10000.32000.52200	3,171.23	
		<u>1479</u>	INVESTMENT ADVISORY SERVICE PERIOD ENDIN	10000.32000.52200	3,045.16	
<u>0321</u>	PARKHOUSE TIRE, INC.					<b>797.89</b>
APBWEST	Check	<u>1011041127</u>	DISPOSAL/ENVIRONMENTAL FEE	60000.83100.53208	225.50	
		<u>1011056440</u>	FY 25/26 PURCHASE TIRES/SERVICES #4000	60000.83100.53208	572.39	
<u>0323</u>	PASADENA HUMANE SOCIETY					<b>4,703.57</b>
APBWEST	Check	<u>OCT2025CtySM</u>	OCT 2025 Animal Control Services	10000.50000.52004	4,703.57	
<u>0332</u>	PETTY CASH FUND-ADMIN					<b>185.84</b>
APBWEST	Check	<u>INV042250</u>	CITY COUNCIL SUPPLIES	10000.11000.53999	85.74	
		<u>INV042251</u>	INTERVIEW PANEL LUNCH	60007.70101.52100	54.86	
		<u>INV042252</u>	HARDWARE SUPPLIES	60002.30000.53999	32.67	
		<u>INV042253</u>	WATER FOR MEETINGS AND RECRUITMENTS	60007.70100.53999	12.57	
<u>VEN04338</u>	PETTY CASH FUND-FD					<b>175.64</b>
APBWEST	Check	<u>INV042254</u>	MATERIALS FOR FACILITY PROJECT	10000.61000.52302	62.38	
		<u>INV042255</u>	TAILOR PATCHES FOR UNIFORM	10000.61000.53303	50.00	
		<u>INV042257</u>	TAILOR PATCHES FOR UNIFORM	10000.61000.53303	5.00	
		<u>INV042258</u>	BREAKFAST FOR FIRE PREVENTION FESTIVAL	36002.61000.53999	8.26	
		<u>INV042304</u>	BREAKFAST FOR FIRE PREVENTION FESTIVAL	36002.61000.53999	50.00	
<u>0336</u>	POST ALARM SYSTEMS					<b>496.57</b>
APBWEST	Check	<u>1850734</u>	FY 25/26 ALARM SAFETY MONITORING 11/1/25-	60000.83100.52200	496.57	
<u>0338</u>	PRUDENTIAL OVERALL SUPPLY					<b>359.08</b>
APBWEST	Check	<u>52923815</u>	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	359.08	
<u>1032</u>	PUENTE READY MIX, INC.					<b>868.53</b>
APBWEST	Check	<u>115010</u>	READY MIX	71000.81100.53206	868.53	
<u>VEN02937</u>	RCI IMAGE SYSTEMS					<b>300.00</b>
APBWEST	Check	<u>77757</u>	SEPT 2025 RCI IMAGING SYSTEMS	10000.40000.52200	300.00	
<u>1485</u>	RED SUPPLY INC					<b>21.62</b>
APBWEST	Check	<u>24859</u>	MAINT SUPPLIES	60001.83200.53200	21.62	
<u>0267</u>	REGIONAL TAP SERVICE CENTER					<b>57.60</b>
APBWEST	Check	<u>6025924</u>	SEPT 2025 REGIONAL TAP SERVICES CENTER-CAI	37004.80000.52001	57.60	
<u>VEN03177</u>	RELIABLE BUILDING MAINTENANCE LLC					<b>4,561.83</b>
APBWEST	Check	<u>1165</u>	AUG 2025 JANITORIAL SERVICES - REMAINING B.	60001.83200.52200	1,311.83	
		<u>1166</u>	OCT 2025 JANITORIAL SERVICES	60001.83200.52200	3,250.00	
<u>VEN02718</u>	ROADLINE PRODUCTS INC					<b>3,471.36</b>
APBWEST	Check	<u>21974</u>	SCHOOL CROSSWALK PROJECT	10000.83500.53206	2,098.67	
		<u>22021</u>	SCHOOL CROSSWALK PROJECT	10000.83500.53206	1,372.69	
<u>VEN01024</u>	SAN GAB VALLEY POLICE CHIEF'S ASSOCIATION					<b>400.00</b>
APBWEST	Check	<u>10/1/25</u>	SGVPCA DUES FOR 2025-2026	10000.50000.53409	400.00	

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>1663</u>	SHAKER SHIRTS				<b>480.00</b>
APBWEST	Check	<u>22216</u>	2025 MWTR - ADULT T-SHIRTS	10000.79007.52999	480.00
<u>VEN01256</u>	SKY BLUEPRINT & SUPPILES INC				<b>16.57</b>
APBWEST	Check	<u>8137149</u>	SCAN SVC	60001.83200.53200	16.57
<u>0382</u>	SOUTH COAST A Q M D				<b>736.57</b>
APBWEST	Check	<u>4573491</u>	FACILITY ID: 159141 ICE (50-500 HP)	60001.83200.52401	565.63
		<u>4576973</u>	FACILITY ID 159141 FY25-26 FLAT FEE EMISSION	60001.83200.52401	170.94
<u>0821</u>	SOUTHWEST HYDROTECH				<b>5,609.87</b>
APBWEST	Check	<u>31876</u>	ANNUAL CLAY VALVE MAINTENANCE	71000.81100.52200	5,609.87
<u>VEN01027</u>	STUBBIES				<b>1,004.49</b>
APBWEST	Check	<u>25218</u>	PICKLEBALL PADDLE FIBERGLASS	37010.85000.56002	1,004.49
<u>1368</u>	SWANK MOTION PICTURES INC				<b>795.00</b>
APBWEST	Check	<u>RG 4082275</u>	MOVIES IN THE PARK 10/10/25	10000.79008.52999	795.00
<u>VEN04545</u>	TERESA COTTO				<b>119.00</b>
APBWEST	Check	<u>INV042261</u>	REFUND: PERMIT 215019 DOUBLE PMT	10000.00000.43025	119.00
<u>1444</u>	THE PIN CENTER				<b>270.50</b>
APBWEST	Check	<u>0725034</u>	TACO PINS	60003.30000.53102	270.50
<u>1245</u>	THE WORKSHOP				<b>176.80</b>
APBWEST	Check	<u>74914</u>	HALLOWEEN/YARD SALE SIGNS	10000.79004.53999	88.40
				37006.72000.52200	88.40
<u>VEN04256</u>	TRUEPOINT SOLUTIONS LLC				<b>9,760.28</b>
APBWEST	Check	<u>47973</u>	DIGEPLAN SUBSCRIPTION 10/16/25 -10/15/26	40000.83500.56009	9,760.28
<u>VEN04209</u>	TSK ARCHITECTS				<b>44,550.00</b>
APBWEST	Check	<u>105879</u>	JULY 2025 ARCHITECT SERVICES - LIZZIES TRAIL II	27001.83200.56010	14,418.87
				60001.83200.56010	2,906.13
		<u>106203</u>	AUG 2025 ARCHITECT SERVICES - LIZZIES TRAIL I	27001.83200.56010	16,478.71
				60001.83200.56010	3,321.29
		<u>106524</u>	SEPT 2025 ARCHITECT SERVICES - LIZZIES TRAIL I	27001.83200.56010	6,179.52
				60001.83200.56010	1,245.48
<u>0410</u>	UNDERGROUND SERVICE ALERT				<b>62.00</b>
APBWEST	Check	<u>920250707</u>	FY 25/26 UNDERGROUND ALERTS	71000.81100.52200	62.00
<u>0158</u>	VULCAN MATERIALS COMPANY				<b>714.94</b>
APBWEST	Check	<u>4756957</u>	COLD MIX	71000.81100.53206	714.94
<u>0426</u>	WESTERN WATER WORKS				<b>750.96</b>
APBWEST	Check	<u>1275932-00</u>	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	750.96
<u>0425</u>	WILLDAN ASSOCIATES				<b>96,248.03</b>
APBWEST	Check	<u>002-35574</u>	AUG 2025 FIRE PLAN CHECK	10000.40000.52100	7,695.02
		<u>002-35598</u>	SEPT 2025 FIRE PLAN CHECK	10000.40000.52100	7,006.55
		<u>002-36063</u>	AUG 2025 PLAN CHECK AND INSPECTIONS	10000.40000.52100	65,010.33
		<u>00630746</u>	8/1/25 TRAFFIC SURVEY AND STUDY	10000.81201.52200	9,486.13
		<u>006-30876</u>	AUG 29 2025 TRAFFIC SURVEY AND STUDY	10000.81201.52200	7,050.00
<u>VEN04533</u>	ZENDESK INC				<b>2,628.00</b>
APBWEST	Check	<u>INV13021901</u>	ZENDESK - HELPDESK ANNUAL SUB 7/26/25 - 7/	60003.30000.53503	2,628.00
<b>Report Total:</b>					<b>596,491.65</b>



Packet: APPKT08329 - GEN MAN 10/28/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 10/15/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN02208</u>	CALIFORNIA BUILDING STANDARDS COMMISSION				<b>237.60</b>
APBWEST	Check	<u>JULY-SEPT 2025</u>	JULY-JULY 2025 BLDING STND ADMIN SPECIAL RI	10000.00000.23207	237.60
<u>1681</u>	DEPT OF CONSERVATION				<b>744.72</b>
APBWEST	Check	<u>JULY-SEPT 2025</u>	JULY-SEPT 2025 STRONG MOTION & HAZ. MAP F	10000.00000.23206	744.72
<b>Report Total:</b>					<b>982.32</b>



Packet: APPKT08336 - GEN MAN 10/28/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 10/16/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0439</u>	LOS ANGELES COUNTY CLERK				75.00
APBWEST	Check	<u>INV042239</u>	CATEGORICAL EXEMPTION: 222 RAMONA AVE	10000.40000.53999	75.00
<b>Report Total:</b>					<b>75.00</b>



Packet: APPKT08325 - GEN BOA MAN 10/28/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 10/09/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
0823	BANK OF AMERICA				24,088.82
APBWEST	Check	<a href="#">INV042152</a>	LA - UT DICONNECTION NOTICES/UTILITIES	60002.31100.53102	57.63
				71000.81100.53100	91.11
		<a href="#">INV042155</a>	GB - MONTHLY SUB. FEE - ADOBE 9/13/25 - 10/1	10000.50000.53100	23.99
		<a href="#">INV042156</a>	GB - REFUND/CREDIT FOR RETURN	10000.50000.53999	-384.30
		<a href="#">INV042157</a>	GB - TRAINING MEETING - MEAL	10000.50000.53402	67.72
		<a href="#">INV042158</a>	BB - FUEL REFILL FOR RENTAL CAR RETURN	10000.61000.52100	50.89
		<a href="#">INV042159</a>	BB - GRAMMARELY TYPING ASSISTANCE	10000.61000.53409	30.00
		<a href="#">INV042160</a>	BB - CAL FIRE CHIEFS ASSOCIATION REFUND	10000.61000.53409	-100.00
		<a href="#">INV042161</a>	BB - AFFS_QUARTERLY MEETING	10000.61000.53402	31.05
		<a href="#">INV042162</a>	BB - 911 REMEMBRANCE PROG - WREATH	36002.00000.49002	121.55
		<a href="#">INV042163</a>	BB - LEAGUE OF CAL CITIES - FIRE CHIEF CONF.	10000.61000.53402	500.00
		<a href="#">INV042164</a>	BB - STORAGE FOR FD MASTER PLAN	10000.61000.53409	11.99
		<a href="#">INV042165</a>	BB - STRIKE TEAM - HILTON LODGING FEE: WAR	10000.61000.53999	615.96
		<a href="#">INV042166</a>	BB - STRIKE TEAM - HILTON LODGING FEE: GAC/	10000.61000.53999	615.96
		<a href="#">INV042167</a>	BB - DISCOUNT DEMO SAUNA FOR FD QUARTER	36002.00000.49002	3,262.50
		<a href="#">INV042168</a>	BB - FIRE STOPPING SOFFIT VENT - ROSEVEAR P/	10000.61000.53999	50.67
		<a href="#">INV042169</a>	BB - CITY EVENT - CHILI COOK OFF - COOKIES	10000.61000.53999	67.90
		<a href="#">INV042170</a>	CL - AMERICAN PLANNING ASSOCIATION - TRAIN	10000.40000.53402	125.00
		<a href="#">INV042171</a>	RM - US POSTAL SERV FEE	60002.30000.53999	31.40
		<a href="#">INV042172</a>	RM - COUNCIL MEETING - MEAL	10000.11000.53999	201.29
		<a href="#">INV042173</a>	RM - EE POTLUCK - GIFT CARD	60002.30000.53999	30.00
		<a href="#">INV042174</a>	RM - CITY MANAGER OFFICE SUPPLIES	60002.30000.53999	21.94
		<a href="#">INV042175</a>	RM - EE POTLUCK - GIFT CARD	60002.30000.53999	70.00
		<a href="#">INV042176</a>	RM - LEAGUE OF CAL CITIES EVEN REG FEE: PARI	10000.11000.53402	75.00
		<a href="#">INV042177</a>	RM - LEAGUE OF CAL CITIES EVEN REG FEE: LOW	10000.11000.53402	75.00
		<a href="#">INV042197</a>	OM - DNS RENWAL	60003.30000.53503	4.99
		<a href="#">INV042198</a>	OM - EMERGENCY SATELLITE INTERNET CONNEC	60003.30000.52200	540.00
		<a href="#">INV042199</a>	OM - ONLINE INSPECTIONS SCHEDULING PLATFC	60003.30000.53503	78.00
		<a href="#">INV042200</a>	OM - CANCELLATION FEE: PLANET HOLLYWOOD	60003.30000.53402	192.75
		<a href="#">INV042201</a>	OM - 3CMA CONFERENCE: AIRFARE FEE - CONCF	60003.30000.53402	219.98
		<a href="#">INV042202</a>	OM - CHATGPT LICENSING	60003.30000.53503	4,200.00
		<a href="#">INV042203</a>	OM - EMERGENCY SATELLITE INTERNET	60003.30000.52200	432.00
		<a href="#">INV042204</a>	OM - EMERGENCY SATELLITE INTERNET	60003.30000.52200	165.00
		<a href="#">INV042205</a>	OM - PROJECT MANAGEMENT - LICENSES	60003.30000.53503	1,538.39
		<a href="#">INV042206</a>	TT - MWTR 5K BANNER	10000.79007.52999	50.00
		<a href="#">INV042207</a>	TT - MWTR 5K BANNER	10000.79007.52999	50.00
		<a href="#">INV042208</a>	TT - MWTR 5K SOUVENIRS	10000.79007.52999	2,071.35
		<a href="#">INV042209</a>	TT - SEPTEMBER BINGO LUNCH	37006.72000.53999	119.75
		<a href="#">INV042210</a>	TT - SENIOR CENTER - DRINKING WATER	37006.72000.53999	7.80
		<a href="#">INV042211</a>	TT - AUGUST BINGO LUNCH	37006.72000.53999	19.99
		<a href="#">INV042212</a>	TT - AUGUST BINGO PRIZES	37006.72000.53999	6.48
		<a href="#">INV042213</a>	TT - AUGUST BINGO LUNCH AND PRIZES	37006.72000.53999	145.67
		<a href="#">INV042214</a>	TT - AUGUST BINGO	37006.72000.53999	66.45
		<a href="#">INV042215</a>	TT - SENIOR LUAU DINNER AND BEVERAGES	37006.72000.53999	89.06
		<a href="#">INV042217</a>	TT - SENIOR LUAU DESSERTS AND PRIZES	37006.72000.53999	153.95
		<a href="#">INV042218</a>	TT - SENIOR LUAU DECORATIONS	37006.72000.53999	9.36
		<a href="#">INV042219</a>	TT - SENIOR LUAU DINNER	37006.72000.53999	771.28
		<a href="#">INV042220</a>	TT - SENIOR LUAU CUPS, TABLES CLOTHS	37006.72000.53999	18.51
		<a href="#">INV042221</a>	TT - SENIOR LUAU BEVERAGES	37006.72000.53999	41.10
		<a href="#">INV042222</a>	TT - SENIOR SEPTEMBER CINEMA	37006.72000.53999	33.11
		<a href="#">INV042223</a>	TT - SENIOR SEPTEMBER CRAFTS	37006.72000.53999	11.04
		<a href="#">INV042224</a>	TT - SENIOR CENTER WATER CUPS	37006.72000.53999	116.60
		<a href="#">INV042225</a>	TT - SENIOR BIRTHDAY CELEBRATIONS	37006.72000.53999	32.25

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
Bank Code	Payment Type					
APBWEST	Check	<u>INV042226</u>	TT - SENIOR CENTER COFFEE	37006.72000.53999		41.45
		<u>INV042228</u>	AY - PD/CH TRANSFER SWITCH FOR GENERATOR	60001.83200.56010		2,086.45
		<u>INV042229</u>	AY - CM PARKING ONLY SIGN	60001.83200.53200		71.83
		<u>INV042230</u>	AY - MAP DIGITIZATION	10000.82000.52100		17.68
		<u>INV042231</u>	AY - BACKFLOW CERT. TESTING - GONZALEZ	71000.81100.52205		1,800.00
		<u>INV042232</u>	AY - BACKFLOW CERT. TESTING - GONZALEZ	71000.81100.52205		1,800.00
		<u>INV042233</u>	AY - SEWER TRUCK PARTS	72000.81200.52302		87.00
		<u>INV042234</u>	AY - SEWER TRUCK PARTS	72000.81200.52302		27.63
		<u>INV042235</u>	AY - CITY YARD BREAK FAST	60002.30000.53999		278.03
		<u>INV042236</u>	AY - KINDLE SERVICES	10000.82000.53409		13.99
		<u>INV042237</u>	AY - DSK - SUBSCRIPTION 7/21/25 - 8/20/25	10000.82000.53409		39.90
		<u>INV042238</u>	AY - SEWER TRUCK - PUMP	72000.81200.52302		895.75
<b>Report Total:</b>						<b>24,088.82</b>



Packet: APPKT08337 - GEN MAN FY 24/25 10/28/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 10/16/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN04506</u>	KJ CONSULTANTS INC				<b>40,410.00</b>
APBWEST	Check	<u>2025-08-008</u>	EATON FIRE: CONSULTATION SERVICES	10000.30000.53998	40,410.00
				<b>Report Total:</b>	<b>40,410.00</b>



Packet: APPKT08344 - LIB 10/28/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 10/22/2025

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>VEN03454</u>	AMAZON CAPITAL SERVICES				<b>700.55</b>
APBWEST	Check	<u>173Q-QC7M-33YF</u>	MISC SUPPLIES 9/15/25 - 9/28/25	10000.90000.53103	55.11
		<u>1GD3-3WCD-37CK</u>	MISC SUPPLIES CREDIT	39006.90000.53406	-45.66
		<u>1JM9-RVPF-1KVV</u>	MISC SUPPLIES 9/15/25 - 9/28/25	10000.90000.53406	131.48
		<u>1KQW-JYKJ-337F</u>	MISC SUPPLIES 9/15/25 - 9/28/25	39006.90000.53999	209.37
		<u>1MFR-RN37-1D63</u>	MISC SUPPLIES 9/15/25 - 9/28/25	39006.90000.53406	215.45
		<u>1PHK-RMWW4-1YVF</u>	MISC SUPPLIES 9/15/25 - 9/28/25	39006.90000.53999	66.12
		<u>1Q3Y-IX6M-3P6D</u>	MISC SUPPLIES CREDIT	39006.90000.53406	-44.19
		<u>1QTX-HCHG-3YCX</u>	MISC SUPPLIES 9/15/25 - 9/28/25	10000.90000.53406	44.14
		<u>1V4T-LCQC-47HY</u>	MISC SUPPLIES 9/15/25 - 9/28/25	39006.90000.53999	45.64
		<u>1XV3-GCJH-461Q</u>	MISC SUPPLIES 9/15/25 - 9/28/25	10000.90000.53406	23.09
<u>VEN04448</u>	AMG AND ASSOCIATES INC				<b>613,407.76</b>
APBWEST	Check	<u>AP12</u>	LIB MEANINGFUL IMPROVEMENT PROJ. 9/30/25	29007.90000.56010	645,692.38
		<u>AP12 RET</u>	LIB MEANINGFUL IMPROVEMENT PROJ. 9/30/25	29007.00000.23500	-32,284.62
<u>VEN04349</u>	THE VERTEX COMPANIES LLC				<b>15,196.50</b>
APBWEST	Check	<u>OPM 095074-18</u>	SEPT 2025 PROJ MAMT. - LIBRARY IMPROVEMEN	29007.90000.56010	15,196.50
<u>VEN04209</u>	TSK ARCHITECTS				<b>8,745.00</b>
APBWEST	Check	<u>23-025.00-27</u>	SEPT 2025 ARCHITECTURAL & ENGINEERING - LI	29007.90000.56010	8,745.00
<u>0425</u>	WILLDAN ASSOCIATES				<b>455.00</b>
APBWEST	Check	<u>002-35548</u>	JULY 2025 LIB - FIRE INSPECTIONS SERVICES	29007.90000.56010	195.00
		<u>002-35575</u>	AUG 2025 LIB - FIRE INSPECTIONS SERVICES	29007.90000.56010	260.00
<b>Report Total:</b>					<b>638,504.81</b>



Packet: APPKT08326 - LIB BOA MAN 10/28/25  
Vendor Set: 01 - Vendor Set 01

Check Date: 10/09/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0823</u>	BANK OF AMERICA				<b>1,480.70</b>
APBWEST	Check	<u>INV042178</u>	LR - RETURN SHIPMENT CHARGE: LAUNCHPAD	39006.90000.53406	47.23
		<u>INV042179</u>	LR - CLA CONFERENCE REG FEE - MCDERMOTT	10000.90000.53402	155.00
		<u>INV042180</u>	LR - PROGRAM SUPPLIES	39006.90000.53999	20.82
		<u>INV042181</u>	LR - CLA MEMBERSHIP FEE: HENDERSON	10000.90000.53409	95.00
		<u>INV042182</u>	LR - PROGRAM SUPPLIES	39006.90000.53999	2.19
		<u>INV042183</u>	LR - PLASTIC CASES FOR CUBELETS	39006.90000.53406	128.77
		<u>INV042184</u>	LR - SHIPPING CHARGES	39006.90000.53999	22.15
		<u>INV042185</u>	LR - CLA CONFERENCE REG FEE - KING	10000.90000.53402	155.00
		<u>INV042186</u>	LR - LAUNDRY FEE	39006.90000.53999	20.00
		<u>INV042187</u>	LR - CLA CONFERENCE REG FEE - SHAW	10000.90000.53402	155.00
		<u>INV042188</u>	LR - CHILDRENS BOOKS	10000.90000.53406	19.87
		<u>INV042189</u>	LR - WATER DELIVERY SERVICE	10000.90000.52200	119.93
		<u>INV042190</u>	LR - CITY CHILI COOK OFF SUPPLIES	10000.90000.53999	35.05
		<u>INV042191</u>	LR - CLA CONFERENCE REG FEE - LEE	10000.90000.53402	165.00
		<u>INV042192</u>	LR - CHILDRENS BOOKS	10000.90000.53406	106.01
		<u>INV042193</u>	LR - PROGRAM SNACKS	39006.90000.53999	78.68
		<u>INV042194</u>	LR - CLA CONFERENCE REG FEE - HENDERSON	10000.90000.53402	155.00
<b>Report Total:</b>					<b>1,480.70</b>



# City of Sierra Madre Agenda Report

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

*Sue Spears City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Gustavo Barrientos, Police Chief  
Veronica Saucedo, Acting Police Captain

REVIEWED BY: Michael Bruckner, City Manager

DATE: October 28, 2025

**SUBJECT: RESOLUTION NO. 25-60 AMENDING THE FISCAL YEAR 2025/2026 BUDGET TO PROVIDE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$45,000 IN THE POLICE DONATION FUND AND APPROVAL OF A PURCHASE ORDER WITH IRV SEAVER MOTORCYCLES BMW FOR THE ACQUISITION OF ONE POLICE MOTORCYCLE**

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## **STAFF RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 25-60 amending the Fiscal Year 2025/2026 budget to provide a supplemental appropriation in the Police Donation Fund in the amount of \$45,000 and approval of purchase order with Irv Seaver Motorcycles BMW for the acquisition of a police motorcycle.

## **ALTERNATIVES**

- Approve with modifications
- Do not approve and provide additional direction.

## **SUMMARY**

The City seeks to provide a dedicated police motorcycle to enhance Sierra Madre Police Department's (SMPD's) flexibility and visibility for targeted traffic enforcement. With the acquisition of a police motorcycle, the SMPD will enhance directed enforcement efforts, particularly in school zones. The 2026 BMW R1300RT-P is a factory-produced *Authority Model* designed specifically for law-enforcement use and configured with specialized police equipment. Because these motorcycles are manufactured in limited production runs and distributed only

through authorized BMW Motorrad “*Authority*” dealers, Irv Seaver Motorcycles is identified as a single-source vendor for this region. The vendor has confirmed that, upon receipt of the purchase order, the unit will be available within 90 to 180 days.

The Sierra Madre Police Department currently has a trained Peace Officer Standards and Training (POST)-certified motorcycle officer. As a result, no additional costs will be incurred for training, certification, or staffing.

### **CEQA REVIEW**

The proposed action does not constitute as a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

### **STRATEGIC PLAN CORRELATION**

Approval of the recommended action supports *Goal 2: Public Safety, Objective 2.2: Securing Sierra Madre’s Safety – Sustainable Police Funding*, and specifically *Initiative 2.2.3: Ensure Adequate Equipment and Technology* of the City’s 2025–2026 Strategic Plan. This initiative prioritizes maintaining modern, safe, and reliable equipment necessary for effective law enforcement operations. Authorizing the purchase of a new Police Department motorcycle strengthens officer readiness, mobility, and community safety, aligning directly with the City’s commitment to safeguard lives and sustain high-quality public safety services.

### **FISCAL IMPACT**

There is no impact to the General Fund and sufficient funding exists in the Police Donations Fund to support this expenditure. Adoption of Resolution No. 25-60 will authorize an appropriation of \$45,000 from Fund 35003 – Police Donations Fund for the purchase of one Police Department motorcycle.

### **PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City’s website at [sierramadreca.gov](http://sierramadreca.gov).

### **ATTACHMENTS**

1. Resolution No. 25-60
2. Police Motorcycle Quote

## RESOLUTION NO. 25-60

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AMENDING THE FISCAL YEAR 2025-26 BUDGET AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE POLICE DONATION FUND IN THE AMOUNT OF \$45,000 AND APPROVAL OF A PURCHASE ORDER WITH IRV SEAVER BMW FOR THE ACQUISITION OF A POLICE MOTORCYCLE

#### RECITALS

**WHEREAS**, The City of Sierra Madre seeks to provide a dedicated police motorcycle to enhance SMPD's flexibility and visibility for targeted enforcement through the acquisition of a police motorcycle; and

**WHEREAS**, the City wishes to acquire a police motorcycle, for Sierra Madre Police Department to support directed enforcement efforts in school zones; and

**WHEREAS**, sufficient funding for this activity was not originally included in the adopted Fiscal Year 2025-26 budget and a supplemental appropriation in the Police Donation Fund is required to meet the needs of the City; and

**WHEREAS**, the City Manager has certified that there are sufficient funds available in the Police Donation Fund balance for appropriation.

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

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

**SECTION 2. Appropriation.** The sum of Forty- Five Thousand Dollars (\$45,000) is hereby appropriated to Police Donation Fund for the purchase of a Police Department motorcycle with an equal reduction in the Police Donation Fund balance.

**SECTION 3. CEQA.** The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

**SECTION 4. Severability.** If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Resolution or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Resolution or any part thereof or exhibit thereto. The City Council hereby

declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

**SECTION 5. Certification.** Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Resolution by the City Council.

**SECTION 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED** this 28<sup>th</sup> day of October, 2025.

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Robert Parkhurst, Mayor

**I HEREBY CERTIFY** the foregoing Resolution was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 28th day of October, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Laura Aguilar, City Clerk



IRV SEAVER MOTORCYCLES  
607 West Katella Avenue  
Orange, California 92867-4607  
Phone: 714-532-3700  
Fax: 714-532-5763  
www.irvseaverbmw.com

September 25, 2025

Invoice #83538725

City of Sierra Madre  
Invoice for 2026 BMW R1300RT-P per attached build sheet

BMW Factory Warranty; 36 months or 60,000 miles  
Delivery; Within 180 days of Purchase Order issuance  
Terms; Net 30 days from delivery date of unit  
Other agencies may participate in this bid

Unit Price;	\$39,807.09
Tax;	4,179.74
Docs	\$85.00
DMV Processing	\$35.00
Cal Tire Recycle Fee	\$3.50
<u>Total unit cost;</u>	<u>\$44,110.33</u>

A handwritten signature in blue ink, appearing to read 'David Diaz'.

David Diaz  
General Manager

# BMW RT-P Motor Pricing Form

(2026 Model Year)



Color	Option Code	
0 Night Black & Alpine White III	753	
1 Night Black	716	
0 Alpine White III (special order)	751	
0 Black Blue (special order +60 days) \$119.60	999	(see below)
0 Saphir Blue (special order + 60 days) \$119.60	999	(see below)
0 Violet Blue (special order +60 days)	756	
0 Glacier Silver Metallic (special order)	N99	

Revised: April 4, 2025

**Quotation:**

**City of Sierra Madre**

**Motorcycle**

**Option Code**

**Retail Price**

**\$23,999.00**

**Factory Special-Order Options - Plan 90-120 Days for Delivery**

0 Headlight Pro (includes 134)	219	\$560.23	\$0.00
0 Gear Shift Assist Pro	222	\$304.55	\$0.00
0 GPS Prep	272	\$179.55	\$0.00
0 Chrome Exhaust (Includes 340)	19F	\$229.55	\$0.00
1 Dark Chrome Exhaust (Includes 34A)	19J	\$359.09	\$359.09
0 Additional LED Headlights (driving lights)	562	\$470.45	\$0.00
0 PA Microphone	599	\$700.00	\$0.00
0 High Seat Black	77E	\$0.00	\$0.00
0 Low Seat Black	77D	\$0.00	\$0.00
1 Dynamic Package	235	\$2,114.77	\$2,114.77
0 Dynamic Package with Auto Shift 22A	235	\$3,055.68	\$0.00
0 Rider Assistant Safety Package	5AS	\$825.00	\$0.00
0 Black Blue	999	\$119.60	\$0.00
0 Sapphire Blue	999	\$119.60	\$0.00

**The Features Below Denote Standard Order Deck**

US Authority Package	\$339.77
BMW Electronic Siren	\$1,220.45

Weather Protection, Tire Pressure Monitors, Heated Seat, Cruise Control

**Additional Parts / Labor Operations Provided by Dealer**

Colt LE 6920 AR Mount - FMSA-GL-ARM - with Heat Shield	\$767.00
AR / Shotgun Mount Bracket Right Side	\$79.00
36k Service Contract Ultimate Care	\$2,600.00
84 Mo BMW ESC	\$2,750.00
PR24 Baton Holder L/H - With Helmet Lock and Adaptor	\$169.00
LED Maplight - FMSA-MT-MLLED 71602452859	\$139.00
License Plate ID Light Kit with Spacer kit	\$70.00
FMS Standard Emergency Lighting Package	\$4,405.00

<b>Units</b>	Quotation valid for 60 days	<b>Total Price - Page 1</b>	<b>\$39,012.09</b>
<b>1</b>	from date noted below.	<b>Total Price - Page 2</b>	<b>\$0.00</b>
		<b>Total Price - Page 3</b>	<b>\$0.00</b>
		<b>Parts From Other Suppliers - Page 4</b>	<b>\$0.00</b>

**Date of Quote:**

<b>Dealer Basic Assembly / Preparation</b>	<b>\$100.00</b>
<b>Motorcycle Freight</b>	<b>\$695.00</b>
<b>Total Retail Price per Unit with Options</b>	<b>\$39,807.09</b>
<b>0.00%</b>	<b>State Sales Tax (if applicable)</b>
	<b>\$0.00</b>
<b>Total Retail Price per Unit with Options</b>	<b>\$39,807.09</b>

# BMW RT-P Motor Pricing Form - Page 2



See Special Notation Comment

Quotation for:

**City of Sierra Madre**

Per	Dealer Installed Options / Retrofits	BMW P/N	Order #	Retail	Total Retail
0	Shift Assistant Pro (hardware) TBD		0	\$0.00	\$0.00
0	Shift Assistant Pro - Enabling Code TBD		0	\$0.00	\$0.00
0	LED Auxiliary Headlights Nano (order 2) TBD		0	\$0.00	\$0.00
0	Bolt 6 x 40 (order 2) TBD		0	\$0.00	\$0.00
0	M6 Hex Nut (order 2) TBD		0	\$0.00	\$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 5 A94 F18	0	\$418.29	\$0.00
0	Heated Seat - Low TBD		0	\$0.00	\$0.00
0	Heated Seat - High TBD		0	\$0.00	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$32.12	\$0.00
0	BMW Battery Charger	61 43 2 408 594	0	\$134.24	\$0.00
0	Motorcycle Charging Plug	61 43 2 411 680	0	\$21.76	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

## Additional Accessories

Qty	Item Description	BMW P/N	Order #	Retail	Total Retail
Per	<b>Additional Accessories</b>				
	<b>Storage Options</b>				
0	Saddlebag Liners (each) TBD		0	\$0.00	\$0.00
0	Tank Top Bag TBD		0	\$0.00	\$0.00
	<b>Engine Protection</b>				
0	Rocker Cover Protection Left Side (order 1)	77 14 5 A6E 645	0	\$56.68	\$0.00
0	Rocker Cover Protection Right Side (order 1)	78 14 5 A6E 646	0	\$56.68	\$0.00
0	Body Screw W/O collar (order 4)	46 63 8 568 780	0	\$5.15	\$0.00
0	Body Screw W/collar (order 4)	46 63 8 550 994	0	\$6.88	\$0.00
0	Grommet (order 4)	11 84 5 B38 938	0	\$3.61	\$0.00
0	Bush	11 84 8 544 832	0	\$6.28	\$0.00
0	Large Skid Plate (order 1)	11 84 7 914 425	0	\$342.42	\$0.00
0	Fillister Head Screws (order 2)	07 12 9 907 402	0	\$2.74	\$0.00
0	Engine Guard Holder (order 1)	11 84 8 829 202	0	\$27.18	\$0.00
0	Skid Plate Holder Front (order 1)	11 84 5 A64 A34	0	\$37.42	\$0.00
0	Skid Plate Holder Rear (order 1)	12 84 5 A64 A35	0	\$37.42	\$0.00
0	Fillister Head Screw (order 4)	07 12 9 907 383	0	\$3.20	\$0.00
0	Spacer Bush (order 2)	11 84 5 A6A 026	0	\$4.27	\$0.00
0	Clip Nut (order 4)	07 14 7 693 887	0	\$3.21	\$0.00
0	Grommet (order 4)	13 53 1 341 283	0	\$3.68	\$0.00
0	Bush (order 4)	11 84 8 544 832	0	\$6.28	\$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.



# City of Sierra Madre AGENDA REPORT

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Miguel Hernandez, Assistant City Manager

REVIEWED BY: Michael Bruckner, City Manager  
Aleks Giragosian, City Attorney

DATE: October 28, 2025

**SUBJECT: RESOLUTION NO. 25-64 REVISING THE CLASSIFICATION  
PLAN AND SALARY MATRIX FOR EXECUTIVE  
MANAGEMENT**

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## **STAFF RECOMMENDATION**

It is recommended that the City Council adopt Resolution 25-64 (Attachment 1) amending the Classification Plan and Salary Matrix for Executive Management.

## **ALTERNATIVES**

1. Adopt Resolution 25-64.
2. Provide alternative direction.

## **SUMMARY**

The position of Public Works Director was recently vacated. During that time, the Assistant City Manager has served as Acting Public Works Director. To ensure continuity of operations, the City has contracted with Transtech to provide professional engineering and public works management support, funded through salary savings created by the vacancy and existing contract services budgets.

The Public Works Department is a full-service operation responsible for street maintenance, facility maintenance, fleet management, parks and landscape maintenance, and the City's water and wastewater utilities. For many years, Public Works and Utilities have operated as a single, combined department; however, the classification and salary range for the Public Works Director has remained largely unchanged during that period.

The current vacancy presents an opportunity to align the Public Works Director role with the department's scope and service delivery needs. City staff completed:

- An update to the Public Works Director job description to reflect modern responsibilities, including oversight of integrated Public Works/Utilities functions, capital project delivery, regulatory compliance, and asset management; and
- A salary study to evaluate the City's competitiveness for comparable positions in similarly situated agencies.

The updated classification clarifies essential functions, knowledge, skills, and abilities; defines leadership expectations for cross-functional teams; and aligns reporting relationships. The market study informs recommended compensation adjustments, if any, to support recruitment and retention.

The revised Public Works Director/City Engineer classification reflects the City's current operational needs and ensures compliance with California Business & Professions Code §6730.2(a). That section establishes the Legislature's intent that the same licensure requirements applied to private-sector professional engineers also apply to state and local agencies, and that at least one licensed engineer be designated as the person in responsible charge of each branch of professional engineering practiced by the agency. This can be achieved by hiring a professional engineer or by contracting for on-call engineering services.

Moreover, engineering deliverables produced for or by the City such as public works plans and specifications, plan checks, hydrology/hydraulic analyses, pavement and traffic studies, and other technical reports, must be reviewed and approved (signed and stamped) by a California-licensed professional engineer with responsible-charge authority. This requirement is fundamental for:

- Legal compliance with state licensure law and professional standards;
- Technical quality control, ensuring findings and recommendations are sound, reproducible, and defensible; and
- Risk management, reducing exposure related to design defects, construction claims, and audits.

Recently, the City has not maintained on-call relationships with licensed engineering firms for comprehensive responsible-charge services. Establishing a full-time Public Works Director/City Engineer will:

- Provide continuous responsible-charge coverage for the City's public works and utilities portfolio;
- Streamline plan check and approvals for capital and development projects;
- Improve coordination across streets, facilities, fleet, parks/landscape, water, and wastewater functions; and
- Enhance regulatory compliance and documentation (e.g., QA/QC protocols, stamping, and record retention).

If Council does not adopt the combined Public Works Director/City Engineer role, the City can instead retain a standalone Public Works Director and contract for an on-call licensed professional engineer to serve as the City's "responsible charge" for defined

scopes (including signing and stamping plans and studies), or use licensed engineers on a project-by-project basis through task orders to provide responsible-charge review and approvals as needed.

**ANALYSIS**

City staff completed a comprehensive review of the Public Works Director role and recommends retitling the classification to Public Works Director/City Engineer to reflect current operational needs and responsible-charge requirements. A redlined job description and a clean version are provided as Attachments 2 and 3. As a best practice prompted by the vacancy, staff conducted a salary study of eleven peer agencies (see Attachment 4). The analysis indicates the City’s current salary range for comparable public works leadership positions is approximately 31% below the average and 38% below the median.

The existing 10-step Range 40 for Public Works Director is \$10,833 (Step 1) to \$13,529 (Step 10) per month. To address the market gap and improve recruitment competitiveness, staff recommends establishing the Public Works Director/City Engineer salary range at Range 405 \$13,529 (Step 1) to \$17,404 (Step 10). With this adjustment, the position would be 5% below the average and 10% below the median of the market, substantially improving competitiveness while remaining fiscally prudent.

Range	Step 1	Step 10
Current	\$10,833	\$13,529
Proposed	\$13,529	\$17,404

Assuming that any incumbent placement would begin at Step 1 in the proposed range, based on the current FY 2025 fully-burdened budgeted salary, the net cost to the City would be approximately \$46,289; however, due to the Public Works Director position allocation in support of various funds and activities, the net cost to the General Fund is only estimated at \$9,258. The chart below shows the breakdown.

Fund	% Allocated	Budget	Proposed	Net
Water	15	\$28,209	\$35,152	\$6,943
Sewer	15	\$28,209	\$35,152	\$6,943
<b>General</b>	<b>20</b>	<b>\$37,612</b>	<b>\$46,870</b>	<b>\$9,258</b>
Gas Tax	10	\$18,806	\$23,435	\$4,629
ISF - Fleet	20	\$37,612	\$46,870	\$9,258
ISF - Facilities	20	\$37,612	\$46,870	\$9,258
<b>TOTAL</b>	<b>100</b>	<b>\$188,060</b>	<b>\$234,349</b>	<b>\$46,289</b>

Additionally, because several Executive Management classifications share the same salary range as the current Public Works Director, it is recommended that the Planning & Community Preservation Director be aligned with the Public Works Director/City Engineer to maintain internal equity within the Executive Management salary scale. Any change to the Planning & Community Preservation Director’s current salary, however,

will be implemented in conjunction with future fee schedule updates during the FY 2026-2027 budget process to achieve 100% cost recovery.

Based on FY 2024-2025 actuals (unaudited) for the Planning & Community Preservation Department, the department’s cost-recovery performance is as follows:

Permit Revenue	\$1,525,427
Fire Check Revenue	\$20,174
Business License	\$103,042
<b>Total Revenue</b>	<b>\$1,648,643</b>
Contract Services	\$907,043
Personnel Costs	\$693,931
<b>Total Expenditures</b>	<b>\$1,600,974</b>
<b>Net</b>	<b>\$47,669</b>
<b>Cost Recovery</b>	<b>103%</b>

Below is the estimated cost to the General Fund to change the Planning & Community Preservation salary schedule to align with the proposed Public Works Director/City Engineer position.

<b>Fund</b>	<b>% Allocated</b>	<b>Budget</b>	<b>Proposed</b>	<b>Net</b>
General	100	\$192,715	\$241,357	\$48,642

The net cost to the General Fund for this realignment is approximately \$48,642; however, when current fees are adjusted as part of the FY 2026-2027 budget process to account for this change, given the department’s ability to generate 100% cost recovery, there should be minimal impact to the General Fund.

**ENVIRONMENTAL (CEQA)**

The proposed action does not constitute as a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(4) of the CEQA Guidelines, as this pertains to government fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

**STRATEGIC PLAN CORRELATION**

The proposed action aligns with Strategic Plan Strategy OS 1.1 Improve Recruitment Potential and OS 1.3 to Enhance Staff Retention Efforts.

**PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City’s website at [sierramadrecagov](http://sierramadrecagov).

## **FISCAL IMPACT**

The estimated impact to the General Fund in the current FY 2025-2026 budget year is approximately \$9,258 to amend the salary schedule for the new Public Works/City Engineer position. Future impacts for the Planning & Community Preservation Director position salary change are estimated at \$48,642 which will be offset by changes in the City's fee structure to ensure 100% cost recovery.

## **Attachments**

1. Resolution 25-64
2. Public Works Director/City Engineer – Redline
3. Public Works Director/City Engineer – Clean
4. Public Works Director Position Salary Comparisons
5. Executive Management Salary Matrix
6. Executive Management Salary Matrix

**ATTACHMENT 1**

**RESOLUTION NO. 25-64  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE,  
CALIFORNIA MODIFYING THE EXECUTIVE MANAGEMENT CLASSIFICATION  
PLAN AND SALARY MATRIX**

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

WHEREAS, the City of Sierra Madre's Classification Plan and Salary Matrix identifies one full-time Public Works Director/Civil Engineer and Planning and Community Preservation Director which are positions of the Executive Management group; and

WHEREAS, the City Council is authorizing creating a new Range 405 for the Public Works Director/Civil Engineer and;

WHEREAS, the City Council is authorizing adding the Planning and Community Preservation Director position in the amended Compensation Plan and Salary Matrix Range 405 on July 1, 2026;

WHEREAS, in the amended Classification Plan and Salary Matrix, the salary, duties, responsibilities, training, and experience for all other positions remain the same;

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. The City Council adopts the amended City of Sierra Madre Classification Plan and Salary Matrix, included herein as Attachments 5 and 6.

SECTION 2. That the changes to the Executive Management Classification Plan and Salary Matrix by placing the Public Works Director/Civil Engineer in the newly created Range 405 will take effect October 28, 2025.

Section 3. That the changes to the Executive Management Classification Plan and Salary Matrix by adding the Planning & Community Preservation Director position in Range 405 effective July 1, 2026.

Passed, Approved and Adopted on the 28<sup>th</sup> day of October 2025.

---

Robert Parkhurst  
Mayor, City of Sierra Madre, CA

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the City of Sierra Madre City Council on the 28<sup>th</sup> day of October 2025 by the Sierra Madre City Council following a roll call vote:

Ayes

Noes

Absent

# Job Description



## City of Sierra Madre

232 W. Sierra Madre Blvd.  
Sierra Madre, CA 91024  
(626) 355-7135 Fax (626) 355-2254  
[www.cityofsierramadre.com](http://www.cityofsierramadre.com) [sierramadreca.gov](http://sierramadreca.gov)

<b>Job Title:</b>	Public Works Director/ <u>City Engineer</u>
<b>Department/Division:</b>	Public Works <u>Department</u>
<b>Reports To:</b>	City Manager
<b>Exemption Status:</b>	Exempt
<b>Work Week:</b>	Not Applicable
<b>Classification:</b>	Not Applicable
<b>Bargaining Group:</b>	Executive Management
<b>Date Prepared:</b>	<u>August 3, 2023</u> <u>October 1, 2025</u> (Revised)

### GENERAL PURPOSE

Under ~~general~~ administrative direction, ~~to~~ plans, directs, and manages, and oversee the activities and operations of the Public Works ~~Services~~ Department including streets, water, wastewater, engineering, sanitation, fleet, facilities, infrastructure maintenance, capital improvements, and contract services; establishes department goals, objectives, policies, and procedures; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

### CLASSIFICATION CHARACTERISTICS

Not Applicable

### ESSENTIAL FUNCTIONS

*The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.*

- Develops, recommends and implements goals, objectives, policies, operating procedures and controls for engineering design and review, capital construction, and inspection, infrastructure and equipment maintenance and related functions.
- Plans, organizes, assigns, directs, reviews and evaluates the work of staff; selects personnel and provides for their training and development; interprets City policies to employees.
- Supervises staff in the areas of streets, facilities, fleet, water and wastewater utilities, parks and landscape maintenance.
- May serve as City Engineer or oversees and coordinates the work of City engineering staff or contract professional experts providing technical services to the City; negotiates and administers consultant contracts.
- Prepares and administers capital improvement budgets and projects; ensures that such projects are completed within plans, specifications, and budgets and in a timely manner; directs and coordinates public works inspection activities.

- Develops and administers the Department's budgets; oversees and completes the preparation, submission, and implementation of all budgets for building and equipment maintenance, and the water, wastewater, parks, and streets operations; prepares and/or reviews staff reports, contracts, agreements, resolutions, ordinances, and bid documents for the various functions; monitors the approved department budget; coordinates with outside vendors for various supplies and services; requisitions and orders needed materials, parts, and equipment.
  - Directs and coordinates the work of staff involved in the maintenance and repair of City streets, storm and sanitary sewers, water production and distribution facilities; landscaped areas, facilities and equipment; recommends and oversees contract maintenance and repair services as appropriate.
  - Directs and monitors contract services for assessment districts' maintenance.
  - Develops and implements work standards, reporting procedures and related internal controls to support effective management of assigned functions.
  - Oversees the selection, training, motivation, and evaluation of personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates disciplinary procedures as is appropriate.
  - Maintains complete records of the water system and wastewater collection infrastructure; water sampling and testing; provides coordination of water and wastewater utility programs and projects.
  - Attends meetings and makes oral presentations before the City Council, commissions, committees, community groups, boards, and other governmental agencies.
  - Monitors legislation and developments related to planning, building, and public works related matters; evaluates their impact upon City activities; recommends and implements improved policies and procedures.
  - Responds to difficult questions and concerns from the general public, contractors, vendors, and outside agencies; provides information as is appropriate and resolves public service or operational complaints; establishes and maintains a customer service orientation within assigned department.
  - Establishes positive working relationships with representatives of community organizations, state/ local agencies and associations, City management and staff, and the public.
- Performs other related duties as required.

- ~~Performs contract administration of public works projects including the technical review and approval of plans, designs and construction.~~
- ~~Supervises staff in the areas of Streets, Fleet mechanic, Utilities, Parks maintenance; assigns, reviews, plans, and coordinates work, selects new employees; responsible for approving promotions, salary increases, transfers or discharges; performs personnel evaluations;~~
- ~~Enforces rules and regulations governing projects including contractual works records and preparation of required reports;~~
- ~~Monitors work progress and evaluates products, methods and procedures utilized to ensure work is completed in a safe, effective and timely manner;~~

~~Establishes work schedules and priorities for staff according to over-all departmental directives and timelines; develops and implements work methods for assigned tasks;~~

~~Prepares the Department Budget; monitors and records accounts receivables, purchase requisitions and invoices; Develops and implements the Department's Capital Improvement Program and budget; directs the preparation of plans, specifications, cost estimates and contract documents; oversees the administration of contracts; visits construction sites to ensure conformance to plans; reviews and approves payments and billings for contract services. Investigates and resolves disputes and complaints from developers, contractors, engineers, and citizens involving public works construction.~~

~~Reviews legal descriptions for public easements for street right-of ways and private properties.~~

~~Monitors the condition of the City's infrastructure, including streets, sidewalks, curbs, gutters, storm drains, sewer collection system, water distribution system, buildings, trees, traffic control device, and other related facilities and equipment for maintenance, repair and replacement.~~

~~Coordinates engineering and building activities relating to City's Public Work's operation;~~

~~Plans, designs, and reviews the City's and Community Development Agency's capital improvement programs and traffic engineering function, including traffic, signage and street light maintenance;~~  
~~Participates in monthly safety meeting and in safety related programs;~~  
~~Develops, implements and maintains departmental goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services and meeting goals; ensures that goals are achieved.~~  
~~Plans, directs and develops the Department's work plan; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluates organizational effectiveness and productivity; identifies and resolves problems and/or issues.~~  
~~Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.~~  
~~Performs other related duties as required.~~

## QUALIFICATIONS GUIDELINES

### Language Ability and Interpersonal Communication:

- Ability to comprehend and correctly use a variety of informational documents including water quality reports, budget reports, correspondence and development plans;
- Ability to prepare personnel performance evaluations, water productions charts, ~~Waste~~ wastewater productions charts, building permits charts, excavation permits, correspondence and reports to the City Council reports to the City Council;
- Ability to comprehend a variety of reference books and manuals ~~including Subdivision Map Act, City Code book, Green Book, Transportation Handbook, and personnel Rules and Regulations~~ related to civil, water, wastewater, traffic, and transportation engineering;
- ~~Ability to communicate effectively with coworkers, staff, citizens, City Administrators, and personnel from other agencies, such as Los Angeles County, CALTRANS, State Office of Drinking Water and USDA Soil Conservation orally and in writing.~~
- ~~Ability to Provide administrative and professional leadership and direction for the Public Works Services Department.~~
- ~~Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient public works services.~~
- ~~Plan, organize, direct, and coordinate the work of management, supervisory, professional, technical, and clerical personnel; delegate authority and responsibility.~~
- ~~Select, supervise, train, and evaluate staff.~~
- ~~Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.~~
- ~~Research, analyze, and evaluate new service delivery methods, procedures, and techniques.~~
- ~~Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.~~
- ~~Prepare clear and concise administrative and financial reports.~~
- ~~Interpret and apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.~~
- cCommunicate clearly and concisely, both orally and in writing, and maintain effective working relationships
- Ability to interpret, explain, and apply applicable laws, codes, and regulations;
- Ability to read, interpret, and record data accurately;
- Ability to organize, prioritize, and follow-up on work assignments;
- Ability to work independently and as part of a team; and
- Ability to make sound decisions within established guidelines and analyze a complex issue and develop and implement an appropriate response.

### **Education/Training/Experience:**

Any combination of education and experience that has provided the knowledge, skills, and abilities, or the equivalent of seven years of progressively responsible experience in public works, public utility, city engineering, administration, operation, methods and procedures and including construction, drafting, and budgeting; at least ~~two~~ three years in supervisory capacity. Equivalent to graduation from a four year college or university with major coursework in; a bachelor's degree in Civil Engineering or a related field. Master's degree is highly desirable. ; or any equivalent combination of training and experience which provide the required skills, knowledge and abilities

### **Licenses; Certificates; Special Requirements:**

Registration in the State of California as a Professional Civil Engineer is preferred but not required. A valid Class C California driver's license or higher.

### **PHYSICAL AND MENTAL DEMANDS**

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **PHYSICAL DEMANDS:**

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls; reach with hands and arms; stand; talk and hear; walk; sit; climb or balance; stoop, kneel, crouch or crawl; and lift or move up to 100-50 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

#### **MENTAL DEMANDS:**

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; interact with City staff and other organizations; and frequently deal with dissatisfied or quarrelsome individuals.

### **WORK ENVIRONMENT**

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee is regularly exposed to wet and/or humid conditions, traffic, and risk of electrical shock. The noise level in the work environment is usually moderate.

### **DISASTER SERVICE WORKERS**

All City of Sierra Madre employees are designated Disaster Service Workers through state and local law (California Government Code Section 3100-3109). Employment with the City requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Worker-related training as assigned, and to return to work in the event of an emergency.

### **EQUAL OPPORTUNITY EMPLOYER**

The City of Sierra Madre is an Equal Opportunity Employer. In compliance with the Americans With Disabilities Act, the City of Sierra Madre will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

*This Job Description has been prepared for the City of Sierra Madre for using in planning, staffing, budgeting and/or evaluation of employees. It also provides employees with guide to the duties they are expected to effectively perform in the course of their employment with the City of Sierra Madre.*

*I have read the Job Description and believe that it does accurately define the job.*

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Employee Signature

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Date

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Department Head / Supervisor Signature

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Date

Redlined Draft

# Job Description



## City of Sierra Madre

232 W. Sierra Madre Blvd.  
Sierra Madre, CA 91024  
(626) 355-7135  
[sierramadeca.gov](http://sierramadeca.gov)

<b>Job Title:</b>	Public Works Director/City Engineer
<b>Department/Division:</b>	Public Works Department
<b>Reports To:</b>	City Manager
<b>Exemption Status:</b>	Exempt
<b>Work Week:</b>	Not Applicable
<b>Classification:</b>	Not Applicable
<b>Bargaining Group:</b>	Executive Management
<b>Date Prepared:</b>	October 1, 2025 (Revised)

### GENERAL PURPOSE

Under administrative direction, plans, directs, and manages, the activities and operations of the Public Works Department including streets, water, wastewater, engineering, sanitation, fleet, facilities, infrastructure maintenance, capital improvements, and contract services; establishes department goals, objectives, policies, and procedures; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

### CLASSIFICATION CHARACTERISTICS

Not Applicable

### ESSENTIAL FUNCTIONS

*The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.*

- Develops, recommends and implements goals, objectives, policies, operating procedures and controls for engineering design and review, capital construction, and inspection, infrastructure and equipment maintenance and related functions.
- Plans, organizes, assigns, directs, reviews and evaluates the work of staff; selects personnel and provides for their training and development; interprets City policies to employees.
- Supervises staff in the areas of streets, facilities, fleet, water and wastewater utilities, parks and landscape maintenance.
- May serve as City Engineer or oversees and coordinates the work of City engineering staff or contract professional experts providing technical services to the City; negotiates and administers consultant contracts.
- Prepares and administers capital improvement budgets and projects; ensures that such projects are completed within plans, specifications, and budgets and in a timely manner; directs and coordinates public works inspection activities.
- Develops and administers the Department's budgets; oversees and completes the preparation, submission, and implementation of all budgets for building and equipment maintenance, and the water, wastewater, parks,

and streets operations; prepares and/or reviews staff reports, contracts, agreements, resolutions, ordinances, and bid documents for the various functions; monitors the approved department budget; coordinates with outside vendors for various supplies and services; requisitions and orders needed materials, parts, and equipment.

- Directs and coordinates the work of staff involved in the maintenance and repair of City streets, storm and sanitary sewers, water production and distribution facilities; landscaped areas, facilities and equipment; recommends and oversees contract maintenance and repair services as appropriate.
- Directs and monitors contract services for assessment districts' maintenance.
- Develops and implements work standards, reporting procedures and related internal controls to support effective management of assigned functions.
- Oversees the selection, training, motivation, and evaluation of personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates disciplinary procedures as is appropriate.
- Maintains complete records of the water system and wastewater collection infrastructure; water sampling and testing; provides coordination of water and wastewater utility programs and projects.
- Attends meetings and makes oral presentations before the City Council, commissions, committees, community groups, boards, and other governmental agencies.
- Monitors legislation and developments related to planning, building, and public works related matters; evaluates their impact upon City activities; recommends and implements improved policies and procedures.
- Responds to difficult questions and concerns from the general public, contractors, vendors, and outside agencies; provides information as is appropriate and resolves public service or operational complaints; establishes and maintains a customer service orientation within assigned department.
- Establishes positive working relationships with representatives of community organizations, state/ local agencies and associations, City management and staff, and the public.
- Performs other related duties as required.

## **QUALIFICATIONS GUIDELINES**

### **Language Ability and Interpersonal Communication:**

- Ability to comprehend and correctly use a variety of informational documents including water quality reports, budget reports, correspondence and development plans;
- Ability to prepare personnel performance evaluations, water productions charts, wastewater productions charts, building permits charts, excavation permits, correspondence and reports to the City Council reports to the City Council;
- Ability to comprehend a variety of reference books and manuals related to civil, water, wastewater, traffic, and transportation engineering;
- Ability to communicate clearly and concisely, both orally and in writing, and maintain effective working relationships
- Ability to interpret, explain, and apply applicable laws, codes, and regulations;
- Ability to read, interpret, and record data accurately;
- Ability to organize, prioritize, and follow-up on work assignments;
- Ability to work independently and as part of a team; and
- Ability to make sound decisions within established guidelines and analyze a complex issue and develop and implement an appropriate response

### **Education/Training/Experience:**

Any combination of education and experience that has provided the knowledge, skills, and abilities, or the equivalent of seven years of progressively responsible experience in public works, public utility, city engineering, administration, operation, methods and procedures and including construction, drafting, and budgeting; at least

three years in supervisory capacity. Equivalent to graduation from a four year college or university with major coursework in civil engineering or a related field. Master's degree is highly desirable.

**Licenses; Certificates; Special Requirements:**

Registration in the State of California as a Professional Civil Engineer is preferred but not required. A valid Class C California driver's license or higher.

**PHYSICAL AND MENTAL DEMANDS**

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*I have read the Job Description and believe that it does accurately define the job.*

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Employee Signature

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Date

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Department Head / Supervisor Signature

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Date

DRAFT

		Step 1	Step 5	Step 7	Step 9	Step 10	Step 12	
Santa Fe Springs	Public Works Director/City Engineer	\$ 15,197.54				\$ 19,829.34		
Commerce	Director of Public Works	\$ 14,241.71	\$ 17,351.99					
Westlake Village	n/a							
La Canada Flintridge	Director of Public Works	\$ 11,839.00		\$ 15,111.00				
Hawaiian Gardens	n/a							
Artesia	n/a							
Claremont	Community Services Director	\$ 15,262.95						\$ 1
San Dimas	Director of Public Works	\$ 14,830.00			\$ 18,026.00			
South Pasadena	Public Works Director	\$ 11,647.00		\$ 15,609.00				
San Marino	Parks & Public Works Director/City Engineer	\$ 15,032.00	\$ 18,272.00					
Signal Hill	Public Works Director/City Engineer	\$ 15,354.94					\$ 20,147.01	
	<b>Average</b>	<b>\$ 14,175.64</b>						<b>\$ 1</b>
	<b>Median</b>	<b>\$ 14,931.00</b>						<b>\$ 1</b>

<b>Sierra Madre</b>		<b>\$ 10,830.50</b>				<b>\$ 13,528.92</b>		
	Average Variance (\$)	\$ (3,345.14)				\$ (4,319.30)		
	Average Variance (%)	-30.9%				-31.9%		
	Median Variance (\$)	\$ (4,100.50)				\$ (4,620.08)		
	Median Variance (%)	-37.9%				-34.15%		

	Current Rate	New Rate Same Step	Difference	Fully Burden Current	Fully Burden Proposed	Fully Burden Difference
Planning Director	140,670	175,698	-35,028	192,715	241,357	-48,642
Admin Services Director	147,805	184,600	-36,795	215,911	269,903	-53,992
Public Works Director - Active	133,910			188,060		
Public Works Director - Proposed	167,232		-33,322	234,348		-46,288

Proposed			1	2
40	Planning & Community Preservation Director	<b>Annual Salary</b>	\$ 167,232	\$ 171,413
	Utilities Director			
	Public Works Director	<b>Hourly</b>	\$ 80.40	\$ 82.41
	Administrative Services Director/City Clerk			

3.0% increase			1	2
40	Planning & Community Preservation Director	<b>Annual Salary</b>	\$ 133,910	\$ 137,238
	Utilities Director			
	Public Works Director	<b>Hourly</b>	\$ 64.38	\$ 65.98
	Administrative Services Director/City Clerk			

	Current Rate Step 3	New Rate Step 1
Planning Director - Step 3	140,670	167,232
Public Works Director - Active	133,910	
Public Works Director - Proposed	167,232	
<b>Public Works Director Allocation</b>		
71000-81100-51110 Water	15%	\$ (6,943.20)
72000-81200-51110 Sewer	15%	\$ (6,943.20)
10000-83500-51110 General Fund	20%	\$ (9,257.60)
38005-83500-51110 Gas Tax	10%	\$ (4,628.80)
60000-83100-51110 ISF - Fleet	20%	\$ (9,257.60)
60001-83200-51110 ISF - Facilities	20%	\$ (9,257.60)
	100%	\$ (46,288.00)

3	4	5	6	7	8
\$ 175,698	\$ 180,086	\$ 184,600	\$ 189,218	\$ 193,939	\$ 198,786
\$ 84.47	\$ 86.58	\$ 88.75	\$ 90.97	\$ 93.24	\$ 95.57

3	4	5	6	7	8
\$ 140,670	\$ 144,186	\$ 147,805	\$ 151,486	\$ 155,293	\$ 159,162
\$ 67.63	\$ 69.32	\$ 71.06	\$ 72.83	\$ 74.66	\$ 76.52

Difference	Fully Burden Current	Fully Burden Proposed	Fully Burden Difference
-26,562	192,715	230,832	-38,117
	188,060		
-33,322	234,348		-46,288
	28209	35152.2	6943.2
	28209	35152.2	6943.2
	37612	46869.6	9257.6
	18806	23434.8	4628.8
	37612	46869.6	9257.6
	37612	46869.6	9257.6



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\$6,943
\$6,943
\$9,258
\$4,629
\$9,258
\$9,258

Fully Burdened	\$	234,348
Pay Periods		26
Cost Per Period	\$	9,013.38
FY Pay Periods		8
FY Costs	\$	72,107.08
Savings	\$	162,240.92

Public Works Director Allocation			<b>Full</b>	<b>Savings</b>
71000-81100-51110	Water	15%	\$ 35,152.20	\$ 24,336.14
72000-81200-51110	Sewer	15%	\$ 35,152.20	\$ 24,336.14
10000-83500-51110	General Fund	20%	\$ 46,869.60	\$ 32,448.18
38005-83500-51110	Gas Tax	10%	\$ 23,434.80	\$ 16,224.09
60000-83100-51110	ISF - Fleet	20%	\$ 46,869.60	\$ 32,448.18
60001-83200-51110	ISF - Facility	20%	\$ 46,869.60	\$ 32,448.18
		100%	\$ 234,348.00	\$ 162,240.92

FY 24/25 Actuals

Planning	
Permits Revenue	1525427
Fire Check Revenue	20174
Business License	103042
Contract Services	-907043
Personnel Costs	-693931

Balance 47669

Revenues	1648643
Expenditures	-1600974
Net	<u>47669</u>

-103.0%

Salary Matrix - Executive Management

Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
39	Fire Chief	Annual Salary	\$ 143,229	\$ 146,806	\$ 150,467	\$ 154,232	\$ 158,080	\$ 162,032	\$ 166,088	\$ 170,248	\$ 174,491	\$ 178,859
		Hourly	\$ 68.86	\$ 70.58	\$ 72.34	\$ 74.15	\$ 76.00	\$ 77.90	\$ 79.85	\$ 81.85	\$ 83.89	\$ 85.99
40	Utilities Director Administrative Services Director/City Clerk Planning & Community Preservation Director	Annual Salary	\$ 133,910	\$ 137,238	\$ 140,670	\$ 144,186	\$ 147,805	\$ 151,486	\$ 155,293	\$ 159,162	\$ 163,134	\$ 167,232
		Hourly	\$ 64.38	\$ 65.98	\$ 67.63	\$ 69.32	\$ 71.06	\$ 72.83	\$ 74.66	\$ 76.52	\$ 78.43	\$ 80.40
43	Police Chief	Annual Salary	\$ 143,229	\$ 146,806	\$ 150,467	\$ 154,232	\$ 158,080	\$ 162,032	\$ 166,088	\$ 170,248	\$ 174,491	\$ 178,859
		Hourly	\$ 68.86	\$ 70.58	\$ 72.34	\$ 74.15	\$ 76.00	\$ 77.90	\$ 79.85	\$ 81.85	\$ 83.89	\$ 85.99
44	Finance Director	Annual Salary	\$ 148,158	\$ 151,882	\$ 155,667	\$ 159,557	\$ 163,550	\$ 167,648	\$ 171,829	\$ 176,134	\$ 180,523	\$ 185,037
		Hourly	\$ 71.23	\$ 73.02	\$ 74.84	\$ 76.71	\$ 78.63	\$ 80.60	\$ 82.61	\$ 84.68	\$ 86.79	\$ 88.96
406	Library Services Director	Annual Salary	\$ 82,618	\$ 84,677	\$ 86,798	\$ 88,962	\$ 91,187	\$ 93,475	\$ 95,805	\$ 98,197	\$ 100,651	\$ 103,168
		Hourly	\$ 39.72	\$ 40.71	\$ 41.73	\$ 42.77	\$ 43.84	\$ 44.94	\$ 46.06	\$ 47.21	\$ 48.39	\$ 49.60
46	Assistant City Manager	Annual Salary	\$ 138,798	\$ 145,746	\$ 153,026	\$ 160,680	\$ 168,730	\$ 177,154	\$ 186,014	\$ 195,312	\$ 205,088	\$ 215,342
		Hourly	\$ 66.73	\$ 70.07	\$ 73.57	\$ 77.25	\$ 81.12	\$ 85.17	\$ 89.43	\$ 93.90	\$ 98.60	\$ 103.53
405	Public Works Director / Civil Engineer	Annual Salary	\$ 167,232	\$ 171,413	\$ 175,698	\$ 180,086	\$ 184,600	\$ 189,218	\$ 193,939	\$ 198,786	\$ 203,757	\$ 208,853
		Hourly	\$ 80.40	\$ 82.41	\$ 84.47	\$ 86.58	\$ 88.75	\$ 90.97	\$ 93.24	\$ 95.57	\$ 97.96	\$ 100.41

Amended Range 39 - effective July 2, 2023 - Resolution 23-54  
 Amended Range 40 - effective July 1, 2025 - Resolution 25-36  
 Added Range 405 - Effective October 28, 2025 Resolution 25-64

Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
39	Fire Chief	Annual Salary \$ 143,229	\$ 146,806	\$ 150,467	\$ 154,232	\$ 158,080	\$ 162,032	\$ 166,088	\$ 170,248	\$ 174,491	\$ 178,859
		Hourly \$ 68.86	\$ 70.58	\$ 72.34	\$ 74.15	\$ 76.00	\$ 77.90	\$ 79.85	\$ 81.85	\$ 83.89	\$ 85.99
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406	Library Services Director	Annual Salary \$ 82,618	\$ 84,677	\$ 86,798	\$ 88,962	\$ 91,187	\$ 93,475	\$ 95,805	\$ 98,197	\$ 100,651	\$ 103,168
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405	Public Works Director / Civil Engineer Planning & Community Preservation Director	Annual Salary \$ 167,232	\$ 171,413	\$ 175,698	\$ 180,086	\$ 184,600	\$ 189,218	\$ 193,939	\$ 198,786	\$ 203,757	\$ 208,853
		Hourly \$ 80.40	\$ 82.41	\$ 84.47	\$ 86.58	\$ 88.75	\$ 90.97	\$ 93.24	\$ 95.57	\$ 97.96	\$ 100.41

Amended Range 39 - effective July 2, 2023 - Resolution 23-54

Amended Range 40 - effective July 1, 2025 - Resolution 25-36

Added Range 405 - Effective October 29, 2025 Resolution 25-XX

Added Planning & Community Preservation Director to Range 405 - Effective July 1, 2026 Resolution 25-64



# City of Sierra Madre AGENDA REPORT

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Anthony Rainey, Finance Director  
Jennifer Peterson, Public Works Administrative Assistant

REVIEWED BY: Michael Bruckner, City Manager

DATE: October 28, 2025

SUBJECT: **CONSIDERATION OF CITY COUNCIL RESOLUTION 22-65  
AUTHORIZING THE REALLOCATION OF CIP FUNDS FROM  
KERSTING COURT FURNITURE TO BANNER POLE  
INSTALLATION PROJECT AND AUTHORIZATION TO  
EXECUTE CONTRACT FOR BANNER POLE  
INSTALLATION PROJECT**

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## **STAFF RECOMMENDATION**

Staff recommends that the City Council:

1. Approve the reallocation of previously approved Capital Improvement Project (CIP) funds originally designated for Kersting Court Furniture to cover costs associated with the installation of new banner poles in Kersting Court across Baldwin Avenue; and
2. Authorize the City Manager to execute an agreement with E.C. Construction in an amount not to exceed **\$83,070** for the Banner Pole Installation Project, and approve a project contingency of up to **10% (\$8,307)** for unforeseen conditions.

## **ALTERNATIVES**

1. Approve the recommended reallocation of CIP funds and authorize contract execution.

2. Provide direction to staff regarding alternative funding sources or procurement actions.
3. Deny the request and maintain existing CIP allocations.

## **EXECUTIVE SUMMARY**

The original Kersting Court Refresh Project included the installation of banner poles; however, the poles suffered a catastrophic failure during a wind event. Staff secured replacement poles and determined that additional engineering and professional installation were necessary to ensure the safety and durability of the new poles. The total project cost is estimated at \$83,070, which includes excavation, footing replacement, and installation per the newly engineered plans.

Funds originally designated for Kersting Court Furniture, totaling \$100,000, remain available within the same CIP fund. Staff requests that these funds be reallocated to complete the banner pole replacement project and to authorize execution of a contract with E.C. Construction, the lowest responsive and responsible bidder.

## **ANALYSIS**

Following the failure of the original poles, staff explored multiple options for replacement. After extensive research, new poles were procured that meet current engineering standards and can safely accommodate banners in a high-wind environment. Engineering plans were prepared outlining the removal and replacement of existing footings to meet these specifications.

In accordance with the City's purchasing policy for Public Works projects under the formal bidding threshold, staff solicited three informal bids from qualified contractors for installation services based on the engineered plans:

<b>Contractor</b>	<b>Bid Amount</b>
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E.C. Construction	\$83,070
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OSP Construction	\$98,856
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Big Ben Engineering	\$112,500
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E.C. Construction submitted the lowest responsive and responsible bid. Staff verified licensing, insurance, and project references consistent with City procurement requirements. Because the total contract amount exceeds the City Manager's purchasing authority, City Council approval is required to authorize execution of the contract.

Reallocating the existing Kersting Court Furniture CIP funds will allow the project to proceed without increasing the overall CIP budget. Completion of the Banner Pole Project will restore the City's ability to display banners promoting community events and programs, consistent with the intent of the original Kersting Court improvement initiative.

### **ENVIRONMENTAL(CEQA)**

The proposed work is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) and Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines

### **STRATEGIC PLAN CORRELATION**

This project aligns with the City's Strategic Plan goal to Enhance Public Spaces and Downtown Aesthetics by improving the appearance, safety, and functionality of the Kersting Court area.

### **PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at [SierraMadreCA.gov](http://SierraMadreCA.gov)

### **FISCAL IMPACT**

The total cost for the Banner Pole Installation Project is **\$83,070**, plus a 10% contingency for unforeseen conditions. Funding will be provided by reallocating \$83,070 from the Kersting Court Furniture CIP allocation within the same fund. No new appropriations are required, and the reallocation will have no impact on the City's General Fund.

### **ATTACHMENTS:**

1. City Council Resolution 2025-65
2. E.C. Construction Banner Pole Installation Bid
3. Draft Agreement with E.C. Construction

## **RESOLUTION NO. 2025-65**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA AUTHORIZING AN APPROPRIATION FROM FUND 32012 – DOWNTOWN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT FUND BALANCE FOR THE BANNER POLE INSTALLATION PROJECT RECITALS**

**WHEREAS**, The adopted Capital Improvement Program (CIP) for Fiscal Year 2024-25 includes approved appropriations for various infrastructure and beautification projects throughout the City of Sierra Madre.

**WHEREAS**, The Kersting Court Refresh Project originally included the installation of decorative banner poles intended to enhance the appearance and identity of the downtown area. The existing poles suffered catastrophic failure during a severe wind event, requiring engineering review and replacement.

**WHEREAS**, Replacement poles meeting current engineering and safety standards have been identified. The total Banner Pole Installation Project cost is estimated at \$83,070, which includes excavation, footing replacement, and installation in accordance with newly engineered specifications. As of June 30, 2025 the unaudited Fund Balance was \$488,500.

**WHEREAS**, This action authorizes an appropriation from the available fund balance of Fund 32012 – Downtown Landscaping and Lighting Maintenance District, which had an unaudited balance of \$488,500 as of June 30, 2025. The appropriation will fund the Banner Pole Installation Project and will not impact the City's General Fund. The Banner Pole Installation Project qualifies as an eligible expenditure under the Downtown Landscaping and Lighting Maintenance District for downtown aesthetic and infrastructure improvements

**WHEREAS**, The project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301 (Existing Facilities) and 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

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

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

**SECTION 2. Appropriation.** The sum of Eighty-Three Thousand Seventy Dollars (\$83,070) is hereby appropriated from the available fund balance of Fund 32012 – Downtown Landscaping and Lighting Maintenance District to the Banner Pole Installation Project (CIP Account No. 32012.83000.56020) to cover project costs including excavation, footing replacement, and installation of replacement banner poles.

<b>Fund</b>	<b>Description</b>	<b>Department</b>	<b>GL Account</b>	<b>Amount</b>	<b>Type</b>
Downtown Landscaping Lighting Maintenance District Fund (32012)	Fund Balance	Not Applicable	32012.00000.30000	\$83,070.00	Decrease
Downtown Landscaping Lighting Maintenance District Fund (32012)	Banner Pole Installation Project	Public Works	32012.83000.56020	\$83,070.00	Increase

**SECTION 3.** This Resolution constitutes a budget amendment in accordance with the City’s adopted financial policies and authorizes the Finance Director to make all necessary accounting adjustments to implement the appropriation.

APPROVED AND ADOPTED this 28th day of October 2025.

\_\_\_\_\_  
Robert Parkhurst, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Aleks Giragosian, City Attorney

**I HEREBY CERTIFY** the foregoing Resolution 25-54 was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 23rd day of September, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

ATTEST:

\_\_\_\_\_  
Laura Aguilar, City Clerk

**BID PROPOSAL AND CONTRACT**



2213 CHICO AVE./SO. EL MONTE, CA 91733  
Phone: (626) 444-9596 Fax: (626) 444-3077  
California Contractors License #366814

**DATE 9/17/25**

**TO**

City of Sierra Madre  
1415 Santa Anita  
South El Monte, CA 91733

Attn:  
Jen Peterson Phone: (626) 264-8914

**JOB ADDRESS**

Banner Pole Replacement

Email: [jpeterson@cityofsierramadre.com](mailto:jpeterson@cityofsierramadre.com)

We agree to furnish all labor, materials, equipment and supervision necessary to complete the following:

- Sawcut & demo approx. 509 sq ft. of driveway, 18.5' of curb & gutter, & 300 sq ft. of sidewalk
- Pothole foundations to determine if any utilities impact the removal with vacuum truck & by hand
- Remove existing banner pole foundations & backfill voids with slurry
- Auger for 2 foundations per plans provided.
- Set rebar cages, form, & pour new footings
- Grade driveway approach & curb & gutter
- Form & pour approx. 509 sq ft. of driveway approach & 18.5' of curb & gutter
- Compact sidewalk & pour approx. 300 sq ft. of 6" sidewalk
- Slot patch approx. 113 sq ft. of 6" AC in front of driveway & curb & gutter
- Set banner poles & dry pack

BID-----\$83,070.00

- NOTE: 1) No bonds, permits, fees, testing, survey monumentation, or utility relocation figured in bid  
2) Work to be done during normal working hours

The above described work will be performed in a workman like manner and in accordance with standard practices.

TERMS: Unless credit arrangements have been made, in writing, in advance, the invoice for the work described herein is due and payable on presentation. 1 ½ % per month will be charged on a daily basis on all accounts or portions thereof not paid within 10 days of the date of the invoice. Customer agrees to pay reasonable attorney fees and collection costs incurred by E.C. Construction Co. for the collection of both principal and interest due to customer's failure to pay per this agreement.

Unless otherwise specified, if this proposal is not accepted within 20 days from bid date, we reserve the right of cancellation.

**APPROVE AND ACCEPTED**

\_\_\_\_\_  
Date \_\_\_\_\_ 20\_\_\_\_

**Respectfully Submitted,**

E.C. CONSTRUCTION CO.

By \_\_\_\_\_

John Walters

**CONSTRUCTION SERVICES AGREEMENT**  
**Providing Payment of Prevailing Wages**

*(City of Sierra Madre / E.C. Construction Company)*

**1. IDENTIFICATION**

This CONSTRUCTION SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”), and E.C. Construction Company, a California Corporation (“Contractor”).

**2. RECITALS**

- 2.1. City has determined that it requires the following construction services from a contractor: **Banner Pole Replacement - Kersting Ct.**
- 2.2. Contractor represents that it is fully qualified to perform such construction services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it will accept responsibility for performing such services under the terms and conditions set forth in this Agreement.
- 2.3. Contractor further represents that Contractor, or it’s representative, is properly licensed to perform the construction services described above as determined by the State Contractor’s License Board.

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

**3. DEFINITIONS**

- 3.1. “Scope of Services”: Such construction services as set forth in Contractor’s **September 17, 2025** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Standard Specification”: The latest edition of the Standard Specifications for Public Works Construction (“SSPWC” or “Greenbook”) shall be incorporated by reference into this Agreement.
- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Jennifer Peterson, Administrative Assistant. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Contractor

- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is Eighty Three Thousand Seventy Dollars (\$83,070).
- 3.5. “Commencement Date”: October 28, 2025.
- 3.6. “Termination Date”: December 31, 2025

#### 4. CAMPAIGN CONTRIBUTIONS:

This Construction Services Agreement is subject to Government Code Section 84308, as amended by SB 1439. Contractor shall disclose any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party’s agent. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Contractor’s execution of this Agreement.

#### 5. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 17 (“Termination”) below. Contractor may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this agreement.

#### 6. CONTRACTOR’S DUTIES

- 6.1. **Services.** Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 6.2. **Coordination with City.** In performing services under this Agreement, Contractor shall coordinate all contact with City through its Agreement Administrator.
- 6.3. **Budgetary Notification.** Contractor shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Contractor shall concurrently inform the Agreement Administrator, in writing, of Contractor’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

- 6.4. Business License.** Contractor shall obtain and maintain in force a City business license for the duration of this Agreement.

**Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 6.5. Appropriate Personnel.** Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. Jennifer Peterson shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

- 6.6. Prevailing Wages.** This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

- 6.7. Unauthorized Delay.** In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay City the amount of Two Hundred Dollars (\$200.00) per day for each and every day of unauthorized delay beyond the Termination Date, which shall be deducted from any monies due to Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate City for losses that are difficult to measure, and that such damages are not a penalty.

- 6.8. Unforeseeable Delay.** Contractor shall not be deemed in breach of this Agreement and no forfeiture due to delay shall be made because of any delays in the completion of the Scope of Services due to unforeseeable causes beyond the control and without the fault or negligence of Contractor provided Contractor requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Contractor or its agents, servants, employees,

officers, subcontractors, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Contractor's control) shall not entitle Contractor to any additional compensation beyond the Maximum Amount. The sole recourse of Contractor shall be to seek an extension of time from the Agreement Administrator.

- 6.9. Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Contractor in an acceptable manner at its own expense. Defective work shall not entitle Contractor to any additional compensation beyond the Maximum Amount.
- 6.10. Permits and Approvals.** Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 6.11. Notification of Organizational Changes.** Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or of any subcontractor. Change of ownership or control of Contractor's firm may require an amendment to this Agreement.
- 6.12. Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 7. SUBCONTRACTING AND ASSIGNMENT

- 7.1. General Prohibition of Assignment.** This Agreement covers construction services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 7.2. Contractor Responsible.** Contractor shall be responsible to City for all services to be performed under this Agreement.

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

## **8. COMPENSATION**

- 8.1. General.** City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept payment, of the Maximum Amount in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Contractor shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 8.2. Retention.** City may retain up to 5% of each payment until project completion. Contractor may at its own expense substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Contractor.
- 8.3. Invoices.** Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.
- 8.4. Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor except as otherwise required by law. Contractor shall be solely responsible for calculating, withholding, and paying all taxes.
- 8.5. Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Contractor.

- 8.6. Additional Work.** Contractor shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City on a time-and-materials basis pursuant to a written change order. Contractor shall not undertake any such work without prior written approval of the City. A written change order may be issued without amendment to this Agreement, so long as such written change order does not cause the Maximum Amount to be exceeded. Contractor shall only be compensated for such additional work at the rates and costs for labor and materials included in the bid or proposal.
- 8.7. City-Initiated Changes** - City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes.
- 8.8. Contractor-Initiated Changes** – Contractor may propose in writing changes to the Scope of Services, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement. Contractor must notify the City's Agreement Administrator of any changed conditions upon discovery and before they are disturbed. The Public Works Director shall investigate, and if the Public Works Director determines that the conditions will materially affect costs, the City's Agreement Administrator will issue a Change Order adjusting the compensation for such portion of the Scope of Services. If the City's Agreement Administrator determines that conditions are changed conditions and they will materially affect performance time, the Contractor, upon submitting a written request, will be granted an extension of time. If the City's Agreement Administrator determines that the conditions do not justify an adjustment in compensation or time, the Contractor will be notified in writing. This notice will also advise the Contractor of its obligation to notify the City's Agreement Administrator in writing if the Contractor disagrees.

When and if City and Contractor agree on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. Contractor may not cease work or delay progress on the original project pending negotiations over changes and must continue to diligently complete the project.

Should the Contractor disagree with the decision, it may submit a written notice of potential claim to the City's Agreement Administrator before commencing the disputed work. In the event of such a dispute, the Contractor shall not be excused from any scheduled completion date provided by the Contract and shall proceed with all work to be performed under the Contract. However, the Contractor shall retain any and all rights provided by either Contract or law which pertain to the resolution of disputes and protests between the contracting parties.

The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

## 9. LABOR CODE

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

- 9.6. 8-Hour Workday.** This Agreement is subject to 8-hour workday and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City \$25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code. Contractor acknowledges that these statutory provisions pertaining to penalties for failure to comply with the wage and hour laws will be strictly enforced.
- 9.7. Registration with DIR.** Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code 1771 and Labor Code 1725.5 requiring registration with the Department of Industrial Relations (DIR).
- 9.8. Trench Excavation.** To the extent that the work requires trenches in excess of 5', prior to any excavation, contractor must provide and City, or a registered civil or structural engineer employed by the City to whom authority to accept has been delegated, must accept a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

## **10. PUBLIC CONTRACT CODE.**

- 10.1. Prompt Payment.** This Agreement is subject to the provisions of Article 1.7 (commencing at § 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

**10.2. Public Works Claims.** To the extent applicable, this Agreement is subject to the provisions of Public Contract Code Section 9204, which mandates certain procedures regarding the resolution of public works claims. The following is a summary of the required procedures:

- A. The Contractor shall submit a written claim to the City with reasonable documentation to support the claim.
- B. Within 45 days after receipt of the claim and documentation, the City will respond to the claim, identifying what portion of the claim is disputed and what portion is undisputed. The parties may extend this time by mutual agreement.
- C. Any payment due on an undisputed portion of the claim will be processed and made.
- D. Within 10 business days following the City's response, any disputed portion of the claim shall be submitted to nonbinding mediation. The City and Contractor shall mutually agree to a mediator and share the associated costs equally.
- E. If mediation does not resolve the dispute, the City may require arbitration of the dispute under private arbitration or the Public Works Contract Arbitration Program,

This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration if the parties fail to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

**10.3. Ineligible Subcontractor(s).** This Agreement is further subject to the provisions of Public Contracts Code 6109 which prohibits Contractor from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Labor Code 1777.1 or Labor Code 1777.7.

**10.4. Assignment of Actions.** Contractor and any and all subcontractors shall offer and agree to assign to City all rights, title, and interest in and to all causes of action it/they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 4) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.

## 11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Contractor in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

## 12. RELATIONSHIP OF PARTIES

- 12.1. General.** Contractor is, and shall at all times remain as to City, a wholly independent contractor.
- 12.2. No Agent Authority.** Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 12.3. Independent Contractor Status.** Under no circumstances shall Contractor or its employees look to the City as an employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 12.4. Indemnification of CalPERS Determination.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 13. INDEMNIFICATION

- 13.1. Definitions.** For purposes of this Section 12, “Contractor” shall include Contractor, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.

- 13.2. Contractor to Indemnify City.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or failure to comply with any provision in this Agreement.
- 13.3. Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential, or otherwise, Property damage shall include injury to any personal or real property. Contractor shall not be required to indemnify City for such loss or damage caused by the sole active negligence or willful misconduct of the City.
- 13.4. Attorneys' Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Contractor shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 13.5. Defense Deposit.** The City may request a deposit for defense costs from Contractor with respect to a claim. If the City requests a defense deposit, Contractor shall provide it within 15 days of the request.
- 13.6. Waiver of Statutory Immunity.** The obligations of Contractor under this Section 12 are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.
- 13.7. Indemnification by Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.
- 13.8. Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Contractor's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 14. INSURANCE

- 14.1. Insurance Required.** Contractor shall maintain insurance as described in this section and shall require all its subcontractors, contractors, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement. A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" basis, considering the

particular work to be done by the subcontractor and the interrelationship of that work to other work being conducted by the Contractor.

**14.2. Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference:  
Project Name: Banner Pole Replacement - Kersting Ct.  
Additional Insured Endorsement, as required in this section below
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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

- Professional Liability Insurance: \$1,000,000 per occurrence,  
\$2,000,000 aggregate
- General Liability:
  - General Aggregate: \$4,000,000
  - Products Comp/Op Aggregate \$2,000,000
  - Personal & Advertising Injury \$1,000,000
  - Each Occurrence \$2,000,000
  - Fire Damage (any one fire) \$ 50,000
  - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
- Automobile Liability
  - Any vehicle, combined single limit \$2,000,000

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

minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 14.4. General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable. The policy shall cover inter-insured suits and include a “Separation of Insureds” or “severability” clause which treats each insured separately. The policy shall not contain a Contractors’ Warranty or other similar language which eliminates or restricts insurance because of a subcontractor’s failure to carry specific insurance or to supply evidence of such coverage.
- 14.5. Worker’s Compensation Insurance.** Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers’ Compensation (or to undertake equivalent self-insurance), and Contractor will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Contractor shall take out and maintain, during the life of this contract, Worker’s Compensation Insurance for all of Contractor’s employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor’s subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker’s Compensation Insurance as required by Labor Code § 1861; to wit: ‘I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.’ If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker’s Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 14.6. Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks using ISO Business Auto Coverage form CA 00 01 (or equivalent).
- 14.7. Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the

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

**14.8. Additional Insured Endorsements.** The City of Sierra Madre, its City Council, Commissions, officers, employees, and agents must be endorsed as an additional insured for each policy required herein, for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Contractor’s insurance policies shall be primary as respects any claims related to or as the result of the Contractor’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or Contractors shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

**14.9. Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Contractor under this Agreement. Failure of the Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

**14.10. Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days’ prior written notice has been given to the City; however, ten (10) days’ prior written notice shall apply in the event of cancellation for nonpayment of premium. Contractor shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Sierra Madre, Attn: Jennifer Peterson, 232 W. Sierra Madre Boulevard, Sierra Madre, California, 91024.

**14.11. Contractor’s Insurance Primary.** The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City and be endorsed

using Insurance Services office form CG 20 10 (or equivalent) to provide that City and its officers, employees, and agents shall be additional insureds under such policies. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

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

## 15. MUTUAL COOPERATION

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

**15.2. Contractor Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require in the defense of that claim or action.

## 16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on:

(i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and City's regular business hours; or (ii) on the third business day following deposit

in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Jennifer Peterson  
City of Sierra Madre  
Public Works  
232 W. Sierra Madre Boulevard,  
Sierra Madre, California, 91024  
Telephone: (626) 264-8914

If to Contractor:

E.C. Construction  
2213 Chico Ave.  
South El Monte, CA 91733  
Telephone: (626) 444-3077

With courtesy copy to:

Aleks R. Giragosian, Esq.  
City Attorney  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101-2109 Telephone:  
(213) 542-5734 Facsimile: (213)  
542-5710

## 17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.12 (Records), Section 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnification), Section 13.7 (Claims-Made Policies), Section 14.2 (Contractor Cooperation in Defense of Claims), and Section 19.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 18. TERMINATION

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

**18.2. Contractor Termination.** Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

- 18.3. Compensation Following Termination.** Upon termination, Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 18.4. Remedies.** City retains any and all available legal and equitable remedies for Contractor's breach of this Agreement.

## 19. INTERPRETATION OF AGREEMENT

- 19.1. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.2. Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Contractor.
- 19.3. Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 19.4. Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.5. Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 19.6. No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 20. GENERAL PROVISIONS

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

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

- 20.8. Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 20.9. Excused Failure to Perform.** Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Contractor.
- 20.10. Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 20.11. Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 20.12. Venue.** The venue for any litigation shall be the Superior Court of California for the County of Los Angeles and Contractor hereby consents to sole jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

*[Signatures on following page]*

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

“City”  
City of Sierra Madre

“Contractor”  
E. C. Construction

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Aleks R. Giragosian, City Attorney

Date: \_\_\_\_\_

# CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308 .

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.**

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than \$250 from any party<sup>1</sup> or agent<sup>2</sup> for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.
2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than \$250 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to a City proceeding, or agent, shall make a contribution to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City.
3. Prior to rendering a decision on a City proceeding, any councilmember or commissioner who received contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that councilmember or commissioner shall be permitted to participate in the proceeding.

<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

<sup>2</sup> "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject

To determine whether a campaign contribution of more than \$250 has been made by you or your agent to a councilmember or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**(a) Document:**

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, or agent, who has contributed more than \$250 to any councilmember or commissioner within the preceding 12 months:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**(b) Date and amount of contribution:**

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

**(c) Name of councilmember or commissioner to whom contribution was made:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**(d) I certify that the above information is provided to the best of my knowledge.**

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_

to these provisions.

## WORKERS' COMPENSATION INSURANCE CERTIFICATE

The CONTRACTOR shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

E.C. Construction

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Attest:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**NOTE:** See Section 5-4 INSURANCE, Paragraph 5-4.1 of the Standard Specifications for insurance carrier rating requirements.

## STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

### CITY OF SIERRA MADRE, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California CONTRACTOR's license as set forth below:

*Business & Professions Code § 7028.15:*

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a CONTRACTOR within this state without having a license therefor, except in any of the following cases:**

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed CONTRACTORs to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a CONTRACTOR who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the CONTRACTOR was properly licensed when the CONTRACTOR submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a CONTRACTOR who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as CONTRACTOR who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or CONTRACTOR and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

*Public Contract Code § 20103.5:*

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the CONTRACTOR shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of CONTRACTORS verifies to the AGENCY that the records of the Contractors' State License Board indicate that the CONTRACTOR was properly licensed at the time the contract was awarded. Any bidder or CONTRACTOR not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The AGENCY shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

CONTRACTOR's License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*[The following Non-collusion Declaration must be  
executed by Bidder and submitted with the Bid]*

**NON-COLLUSION AFFIDAVIT**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

\_\_\_\_\_  
CONTRACTOR's Signer's Name

\_\_\_\_\_  
CONTRACTOR's Signer's Title

\_\_\_\_\_  
CONTRACTOR's Business Name

Business Address:

\_\_\_\_\_  
CONTRACTOR's Business Name

\_\_\_\_\_  
Mailing Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone #



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

# City of Sierra Madre Agenda Report

*Sue Spears, City Treasurer*

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Miguel Hernandez, Assistant City Manager

**REVIEWED BY:** Michael Bruckner, City Manager

**DATE:** October 28, 2025

**SUBJECT:** **RESOLUTION 25-66 AMENDING THE CLASSIFICATION PLAN AND SALARY MATRIX FOR CLASSIFIED EMPLOYEES ASSOCIATION, SIERRA MADRE PROFESSIONAL FIREFIGHTERS ASSOCIATION, CONFIDENTIAL-EXEMPT, AND EXECUTIVE MANAGEMENT**

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## **STAFF RECOMMENDATION**

It is recommended that the City Council adopt Resolution 25-66, approving amendments to the Classification Plan and Salary Matrix for the Classified Employees Association (CEA), Sierra Madre Professional Firefighters Association (SMPFA), Confidential-Exempt, and Executive Management classifications. This action also adopts the amended MOUs for CEA and SMPFA and establishes the new Library Services Director classification within the Executive Management group.

## **ALTERNATIVES**

1. The City Council may adopt Resolutions 25-66, approving the amendments to the Classification Plan and Salary Matrix for Classification Plan and Salary Matrix for Classified Employees Association, Confidential-Exempt, and Executive Management.
2. City Council may choose to deny some or all the resolutions and provide alternate direction to staff.
3. City Council may choose to have staff return to a future Council meeting with additional information.

## **SUMMARY**

City negotiators have concluded collaborative meet-and-confer sessions with the respective employee associations to review proposed modifications to the existing Memoranda of Understanding (MOUs). These amendments address cost-of-living adjustments (COLAs), benefit program updates, and classification structure alignment across all affected employee groups.

Human Resources is requesting City Council approval of the attached MOU's with the Classified Employees Association (CEA) and the Sierra Madre Professional Firefighters

Association (SMPFA). Approval of these agreements will formalize the negotiated terms and provide updated labor contracts that support both operational needs and employee interests.

Additionally, City staff recommends City Council approve the creation of the Library Services Director position. Currently, the Library Services Manager/City Librarian position falls within the Confidential-Exempt classification.

## **ANALYSIS**

### **Classified Employees Association (CEA)**

The City's contract with employees represented by the Classified Employees Association (CEA) is set to expire on June 30, 2027. Over the past several months, the City's Negotiating Team has served as the intermediary between the City Council and the CEA to meet and confer on a previously negotiated re-opener regarding terms and conditions of employment for CEA-represented employees. The following items were agreed upon by both parties:

1. A 3.0% cost of living adjustment (COLA) for Fiscal Year 2025/2026, based on the Bureau of Labor Statistics Chained Consumer Price Index (C-CPI-U), calculated using April 2025 data.
2. A sick leave buy-back program allowing employees to redeem up to 40 hours of unused sick leave.
3. An alternate 4/10 work schedule option for Public Works and Utilities employees.

Upon ratification, CEA employees will receive a 3.0% salary increase retroactive to July 13, 2025.

### **Sierra Madre Professional Firefighters Association (SMPFA)**

The City's contract with employees represented by the Sierra Madre Professional Firefighters Association (SMPFA) is set to expire on June 30, 2026. Over the past several months, the City's Negotiating Team has served as the intermediary between the City Council and the SMPFA to meet and confer on a previously negotiated terms and conditions of employment for SMPFA-represented employees. The following items were agreed upon by both parties:

1. A 3.0% cost of living adjustment (COLA) for Fiscal Year 2025/2026, based on the Bureau of Labor Statistics Chained Consumer Price Index (C-CPI-U), calculated using April 2025 data.
2. 12-Day FLSA work period.
3. Annual wellness program.

Upon ratification, SMPFA employees will receive a 3.0% salary increase retroactive to July 13, 2025.

### **Executive Management and Confidential-Exempt Employees (CEA)**

In addition to negotiations with the CEA and SMPFA, the City also engaged with employees in the Executive Management and Confidential-Exempt groups to review cost of living adjustments. Neither group has received a COLA since 2019. After several meetings, the following adjustments were agreed upon:

- Executive Management employees will receive a 3.0% COLA.
- Confidential-Exempt employees will receive a 6.0% COLA.

Both adjustments will be applied retroactively to July 13, 2025. No additional items were negotiated with either group.

**Library Services**

After a thorough review of the current Library Services Manager/City Librarian responsibilities, the City Manager recommends reclassifying the Library Services Manager/City Librarian position from the Confidential-Exempt classification to the Executive Management classification, with the new title of Library Services Director. This reclassification reflects the scope and complexity of the position’s responsibilities, including oversight of library operations, strategic planning, budget management, and community engagement at an executive level.

Currently, the Library Services Manager/City Librarian is responsible for overseeing the full scope of services and operations at the Sierra Madre Public Library, including planning, budgeting, and program development. This classification exists to perform a comprehensive range of professional library work, ensuring effective leadership and high-quality service delivery. Key responsibilities include supervising and evaluating staff, coordinating programs and activities, managing the library collection and budget, and maintaining accurate records and reports. The position also plays an active role in strategic planning, policy development, and community engagement, interpreting library objectives and services for residents, organizations, and stakeholders. In addition, the Library Services Manager/City Librarian oversees customer service, circulation desk operations, public relations, and marketing efforts to promote library programs and resources, while maintaining a strong commitment to innovation, fiscal responsibility, and superior service.

The adjustment will not negatively impact the General Fund budget for Fiscal Year 2025-26. The only modification required is the establishment of a new salary range within the Executive Management Compensation Plan and Salary Matrix to align with the revised classification.

**FINANCIAL REVIEW/SOURCE OF FUNDING**

The proposed COLA adjustments and the Library Services Director reclassification are budget neutral for FY 2025–26. Funding is available within existing departmental appropriations and does not impact the General Fund or established reserves.

The cost for the Firefighter Wellness program is estimated at \$12,000 per year. Funding for this item will be included in the FY 2025/26 midyear budget request.

The revised Classification Plan and Salary Matrix (Attachment 4) reflects these changes as adopted by Resolution 25-66.

**STRATEGIC PLAN CORRELATION**

The proposed actions directly support the following elements of the City of Sierra Madre 2025–2026 Strategic Plan:

<b>Goal</b>	<b>Objective</b>	<b>Initiative / Project</b>	<b>Correlation</b>
1. Organizational Sustainability	1.1 Workforce & Talent Management	1.1.1 Recruit and retain staff	CEA, Executive, Confidential COLAs
1. Organizational Sustainability	1.3 Technology & Process Innovation	1.3.1 Process modernization	Streamlined HR/payroll systems
2. Public Safety	2.1 Sustaining Fire	2.1.1 Fire Services	SMPFA MOU updates

	Services	Sustainment	
4. Organizational Excellence	4.3 Public Transparency & Communication	4.3.1 Resident engagement initiatives	Library Services Director reclassification

**ENVIRONMENTAL (CEQA)**

The proposed action does not constitute as a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

**PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification process. Copies of this report are available at City Hall, at the Sierra Madre Public Library, and can be accessed on the City’s website at [sierramadreca.gov](http://sierramadreca.gov).

**Attachments:**

1. Resolution 25-66 adopting the amendments to the City’s Classification Plan and Salary Matrix.
2. Classified Employees Association Draft MOU
3. Sierra Madre Professional Firefighters Association draft MOU
4. Amended Classification Plan and Salary Matrix for Classified Employees Association, Sierra Madre Professional Firefighters Association, Confidential-Exempt Employees, and Executive Management Employees.

**RESOLUTION NO. 25-66**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE  
AMENDING THE CLASSIFICATION PLAN AND SALARY MATRIX AND  
ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
SIERRA MADRE AND THE SIERRA MADRE CLASSIFIED EMPLOYEES  
ASSOCIATION AND THE SIERRA MADRE PROFESSIONAL FIREFIGHTERS  
ASSOCIATION**

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

**WHEREAS**, the City of Sierra Madre employs full-time employees who are members of the Sierra Madre Classified Employees Association, Sierra Madre Professional Firefighters Association; and

**WHEREAS**, the City Council recognizes the Sierra Madre Classified Employee Association and Sierra Madre Professional Firefighters Association, under Section 2.48.040 of the City of Sierra Madre Municipal Code; and

**WHEREAS**, the City Council negotiated a memorandum of understanding (MOU) with all the Classified Employees Association for all covered employees a 3% cost of living adjustment for Fiscal Year 2025-26; 40-hour sick leave buy back; and memorializing the Public Works/Utilities employees 4/10 alternate work schedule; and

**WHEREAS**, the City Council negotiated a memorandum of understanding (MOU) with all the Sierra Madre Professional Firefighters Association for all covered employees a 3% cost of living adjustment for Fiscal Year 2025-26; 12-day FLSA work period; and a voluntary wellness program; and

**WHEREAS**, the City Council has authorized modifying the Classification Plan and Salary Matrix for Classified Employees Association, Sierra Madre Professional Firefighters Association, Confidential-Exempt and Executive Management employees for Fiscal Year 2025-2026 by approving a 3% cost of living adjustment to the Classified Employees Association, Sierra Madre Professional Firefighters Association, and Executive Management employees; and a 6% cost of living adjustment for Confidential-Exempt employees.

**WHEREAS**, the City Council has authorized modifying the Classification Plan and Salary Matrix for Executive Management and Confidential-Exempt employees adding Library Services Director to the Executive Management Classification Plan and Salary Matrix eliminating the Library Services Manager position from the Confidential-Exempt Compensation Plan and Salary Matrix.

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

Section 1. The City of Sierra Madre adopts the Memorandum of Understanding between the City of Sierra Madre and the Sierra Madre Classified Employees Association and the Sierra Madre Professional Firefighters Association.

Section 2. The City of Sierra Madre adopts the Classification Plan & Salary Matrix for Fiscal Year 2025-2026 as presented in Attachment 4.

Section 2. Effective Date. This Resolution shall be effective retroactive to July 13, 2025.

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of October, 2025.

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Mayor Robert Parkhurst  
City of Sierra Madre, California

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 28<sup>th</sup> day of October, 2025 by the following vote:

AYES:

NOES:

ABSENT:

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Laura Aguilar, City Clerk  
City of Sierra Madre, California

# Memorandum of Understanding

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Between the City of Sierra Madre and the Sierra  
Madre Classified Employees' Association

**December 13, 2022 – June 30, 2027**

**Amended October 28, 2025  
Resolution 25-XX**

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## ARTICLE 1 PREAMBLE

It is the intent and purpose of this Agreement to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding matters related to wages, hours and/or other items and conditions of employment between full time classified employees represented by The Sierra Madre Classified Employees Association ("Association") and the City of Sierra Madre ("City") represented by management staff, in accordance with the California Government Code, Section 3500 et. seq. and Article II, Chapter 4 of the Sierra Madre Municipal Code.

This Agreement is to set out those items on which the City and Association have reached Agreement, so that these items will not have to be renegotiated during the term of the contract. The term of this Agreement is from December 1, 2022 to June 30, 2027, having been amended and ratified by the General Employees on October 15, 2025, approved and accepted by the City Council on October 28, 2025.

Either party can re-open a portion or portions of this contract, as defined below, for negotiations through a limited re-opener for the sole purpose of discussing and considering two items prior to the conclusion of this contract in the fiscal year 2025-2026. An "item" for the purpose of the said limited re-opener shall be limited to single term/condition or benefit, e.g. good driving incentive; and shall not mean an entire article of the Memorandum of Understanding, e.g. Article 9 - Compensation. In addition to the aforementioned two items, either party can re-open a portion of this contract through a limited re-opener on one additional item that covers members who work in the Public Works Department and Utilities Department, and whose positions require possession of a certification. This one additional item cannot be salary increase/COLA or insurance benefits. A request to re-open contract negotiations pursuant to this paragraph must be issued in writing between the dates listed below by the requesting party.

Upon receipt of such timely written request, the parties agree to meet and confer in good faith; however, the Association understands and agrees that no right to any additional benefit, including but not limited to, cost of living or health and welfare benefit increase, is conferred by this Agreement or any limited re-opener negotiations.

## ARTICLE 2 DEFINITIONS

Unless otherwise indicated within this Agreement the following definitions shall apply. Any words and terms that are not specifically defined in this article will have the common English language meaning as defined in the Webster's New Collegiate Dictionary.

**Agreement:** This document, including all attachments and amendments that are officially adopted by the Association and the City Council of the City of Sierra Madre.

**Association:** The City of Sierra Madre Classified Employees' Association, a collective negotiation unit that represents all classified employees of the City of Sierra Madre.

**Appropriation:** Authority to expend City funds granted by the Sierra Madre City Council.

**City:** The City of Sierra Madre, a general law city within the State of California and the County of Los Angeles.

**Employee Retirement Contributions:** The statutory 8% contributions to the City sponsored retirement plan administered by CalPERS.

**Employer Retirement Contributions:** The actuarially determined contributions to the City sponsored retirement plan administered by CalPERS necessary to fund retirement benefits.

**Flexible Spending Accounts:** Depository accounts maintained on behalf of employees for the purpose of exempting such expenditures from income related taxes.

**Personnel Officer:** The City Manager or his/her designee.

**Stated Salary:** Negotiated salary for all purposes except calculations and reporting to CalPERS for retirement related issues.

**Salary Subject to PERS:** An employee's unadjusted base salary plus the portion of the EPMC paid by the City of Sierra Madre, used solely for retirement related calculations and reporting to CalPERS.

### ARTICLE 3 IMPLEMENTATION

This Agreement constitutes a mutual recommendation to be jointly submitted to the City Council of the City of Sierra Madre. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until:

- The Association by a majority vote of its members formally accepts this Agreement, and
- The City Council acts, by a majority vote, to formally approve and adopt said Agreement, and
- The City Council acts to appropriate the necessary funds required to implement the provisions of this Agreement, which require funding, and
- The City Council acts in a timely manner to make the necessary changes in ordinances, resolutions, rules, policies and procedures to implement and conform to this Agreement for the period as specified in this Agreement.

### ARTICLE 4 RECOGNITION

The City recognizes the Association as the recognized employee organization for all full-time classified employees of the City of Sierra Madre. Accordingly, this agreement does not apply to part-time, seasonal, management, confidential and exempt employees, or police employees. The Association recognition is in accordance with Section 2.48.040 of the Sierra Madre Municipal Code as approved by the City Council.

### ARTICLE 5 PROBATIONARY PERIOD

#### Section 1 Initial Probation Periods

The initial 12 months of employment within a particular class of employment for newly hired employees shall be a probationary period or "probation." Existing employees who have accepted a new appointment or promotion shall be subject to probation for a period of six months.

#### Section 2 Probation Period Extensions

Where the Personnel Officer determines that the performance of a new employee during his/her probationary period warrants an extension of that period, he/she may extend the probationary period by

up to three months for any reason. The exercise of such discretion is not subject to administrative appeal or grievance procedure. The department head or designate shall notify the City Manager in writing as to the reasons for such contemplated extension of the probationary period at least 30 days prior to the conclusion of the normal probationary period, and shall give a copy of such notice to the employee.

### **Section 3 Evaluations**

It shall be the responsibility of the department head or designate to furnish the City Manager with an evaluation report 10 days prior to the completion of each 90 days during the probationary period, or extended period of probation, and at least 10 days prior to the expiration of such period. The report shall contain a thorough investigation of the employee's performance progress and general acceptability for final determination of the employee's qualifications for permanent appointment. No probationary employee shall be terminated without prior approval of the City Manager.

### **Section 4 Termination / Reinstatement**

Probationary employees may be rejected at any time during the probationary period without cause and without right of appeal or hearing, based upon the recommendation of the department head or designate and the approval of the City Manager. Each probationary employee shall be informed of this possibility at the time of his/her appointment or promotion.

An employee who has been released during the probationary period from a position to which he/she has been promoted, shall be reinstated to the position from which he/she was promoted, unless he/she is dismissed for cause, as provided in the Sierra Madre Personnel Rules and Regulations.

### **Section 5 Permanent Appointment**

An employee's status shall be considered permanent upon the completion of the probationary period only if the department head or designate reports that the services of the employee have been "meets or exceeds standards" or better and that the employee is recommended for a permanent appointment and upon the approval of the City Manager. At such time as the permanent appointment is made the employee shall be entitled to the next step increase as appropriate.

### **Section 6 Probationary Test Period**

In all instances, the probationary test period shall commence upon the employee being classified in the position to which the test period applies. Additionally, the probationary test period shall automatically, and as a matter of law, be extended by the number of days equivalent to the number of workdays that the employee did not perform services during the test period. The extension applies regardless of the cause for the employee being unable to perform services.

## **ARTICLE 6 TRANSFERS**

Transfer of an employee from one position to another in the same or comparable class from one department to another, may be made on concurrence of both department head and the City Manager. No transfer shall be made unless the same is required for the purpose of economy and efficiency.

## **ARTICLE 7 OTHER EMPLOYMENT**

### **Section 1 Outside Employment or Activities**

No full-time employee shall engage in any outside employment without first obtaining written approval of the Personnel Officer. The Personnel Officer shall deny permission to the employee to engage in such

outside employment if the Personnel Officer finds either that such employment renders, or would render, such employee less able, actually or potentially, to perform his or her duties as an employee of the City. Failure of any employee to obtain approval of the Personnel Officer may be grounds for dismissal. The type of outside employment may also be restricted by Government Code section 1126(b).

## Section 2 Conflict of Interest

No employee shall engage in any outside employment which involves dealing or contact with any other City employee or official, in such other employee's official capacity in connection with the enforcement of interpretation of any City law or regulation or any state or federal law, the enforcement of which is charged to the City.

## ARTICLE 8 THE COMPENSATION PLAN

### Section 1 Salary Advancement

Application of the five steps within a range shall in general be administered in the following sequence for classified employees:

- Upon approval of the Personnel Officer, an employee may be hired at step 1 - 5 in the salary range applicable to the classification.
- The Personnel Officer shall have the authority to adjust an employee's salary step forward within the salary range when the purpose is to correct an existing inequity or give recognition to exceptional performance.
- The advancement in steps from Steps 2 to 5 shall be as follows:
  - Each additional step will be awarded to an employee upon completion of an annual performance appraisal with an overall rating of "meets or exceeds standards" or above. Each increase is subject to the department head's recommendation and approval of the City Manager.
- No step advancement shall be made until it is clearly evidenced by a "meets or exceeds standards" or better performance appraisal. Length of service alone will not be considered as an adequate explanation for recommendation for approval of a salary adjustment.

All salary increases shall be effective at the beginning of the pay period following approval by the City Manager.

Salary advancement for each employee shall not be withheld unless the employee falls below a "meets or exceeds standards" level of service as established by performance evaluation. Service shall require a minimum of at least one year at each step after step 1.

If an employee is not rated "meets or exceeds standards" or better, that employee shall not receive the next step advancement until said employee's performance reaches "meets or exceeds standards" or better. Those employees not rated "meets or exceeds standards" or better shall be reevaluated every 90 days.

Upon approval of the City Manager, a step increase may be approved before the annual performance appraisal is submitted, if the employee will receive an overall rating of “meets or exceeds standards” when the evaluation is completed.

If an employee is denied a step increase he/she may appeal said denial through the grievance procedure contained in this Agreement.

## Section 2 Merit Increase

The City's Manager, at his/her sole discretion, may approve a temporary merit step increase up to 10% for a special temporary assignment.

## ARTICLE 9 COMPENSATION

### Section 1 Increase

As agreed upon and adopted in City Council Resolution No. 18-35, each classic member employee paying the full statutorily required amount of the employee contribution to CalPERS for classic members, which is currently 8% for miscellaneous employees. Classic members are those members who do not qualify as new members under Government Code section 7522.04.

Upon ratification of this agreement, all currently employed CEA members will receive a 5% salary increase effective July 2, 2023 and receive a 5% salary increase effective July 14, 2024. Effective July 13, 2025, all currently employed CEA members will receive a 3% salary increase.

The City may determine that financial conditions allow for a limited re-opener of the MOU as to the single item of a cost-of-living adjustment (COLA) salary increase for Fiscal Year 2026-2027. Such determination is at the City's sole discretion. No other items or provisions of the MOU are subject to reopening. If the City determines that financial conditions allow for a limited re-opener of the MOU as to the single item of a cost-of-living adjustment (COLA) salary increase for Fiscal Year 2026-2027, the parties will endeavor to commence re-opener negotiations by no later than February 1, 2026.

### Section 2 Good Driving Incentive

A Good Driving Incentive Program is established for all employees required to obtain and maintain a valid class B commercial driving certification as a condition of employment (hereinafter “class B drivers”). Those employees who are class B drivers and maintain a clean driving record without tickets or accidents of any kind for the period of December 2 the prior calendar year through December 1 of the subject calendar year shall be eligible for a calendar year-end bonus of \$350 per year, subject to applicable taxes and deductions, payable at the 26th pay period of the calendar year. Verification of a clean driving record is subject to confirmation by the City of Sierra Madre Human Resources Department. Failure to verify compliance with the requirements of this section shall render any potentially eligible class B driver ineligible for payment of the year-end bonus.

### Section 3 Movie Detail

When covered employees are required to work in connection with a movie detail, the employee shall be paid time and one-half of the employee's regular pay.

## Section 4 On-Call Duty

Any employee assigned to the pager duty shall receive compensation of \$50 for each 24-hour period in which they are on pager duty, in addition to any other payment they receive for call-outs and/or Water Public Works Department rounds.

Assignment of on-call duty shall be on a rotating basis among qualified staff, with on-call duty or “duty man” assignments beginning at the end of regular working hours on Thursdays and ending at the beginning of regular working hours on the following Thursday. Schedules of on-call duty assignments shall be updated every four months (January, May and September) and shall be posted adjacent to the Public Works time clock, and provided to the City Manager, Director of Public Works, Public Works Management Analyst, Public Works administrative staff, City Hall front desk (2 copies), and police dispatch (2 copies.) Posting shall list duty man cell phone and appropriate contact numbers.

Members serving on-call or duty man status shall respond to the caller within 15 minutes of receiving the call. It shall be the responsibility of the person standing on-call duty to ensure that the assigned cell phone and his cell and/or home phone devices are in working order. Failure to reply to a duty-man emergency call within 15 minutes of receipt and respond to the actual emergency within 45 minutes from receiving the call shall be grounds for forfeiture of on-call duty pay for that 24-hour period, and may be cause for further disciplinary action.

## Section 5 Water and Sewer Certification Stipends

Public Works employees are eligible for either water or sewer certification stipends for the following certifications:

- D-1 and T-1 certificate OR Grade 1: \$115.00 per month;
- D-2 and T-2 certificate OR Grade 2: \$265.00 per month;
- D-3 and T-3 certificate: \$145.00 per month to one eligible Utilities employee only

It is the intent of the City that one employee of the Water Division of the Utilities Department, in addition to the Utilities Services Director, possess a D-3 and T-3 certification. The City will only cover the cost associated with obtaining D-3 and T-3 certification upon pre-approval by the Utilities Services Director in writing. Thus, should an employee seek to obtain D-3 and T-3 certification and have the City cover the cost associated with obtaining the certification, the employee must first receive the pre-approval of the Utilities Services Director in writing. An employee of the Water Division of the Utilities Department who obtains a D-3 and T-3 certification may have the opportunity to receive a monthly stipend. Only one employee of the Water Division of the Utilities Department will receive the monthly stipend should he/she qualify, and the Utilities Services Director shall determine who receives it and whether the employee qualifies. Should multiple employees of the Water Division of the Utilities Department obtain the D-3 and T-3 certificates at the same time, the Utilities Services Director will decide who receives the stipend and will consider seniority in making the decision.

Employees will not receive Level 1 plus Level 2 stipends cumulatively. In other words, if an employee receives a Level 2 certification in Distribution he/she will receive only the Level 2 stipend, not Level 2 plus Level 1. However, employees will receive a stipend for each certification held. So if an employee holds a D-2 and T-2 certificate, he/she will receive two times the Level 2 stipend. The same applies to Grade 1 and Grade 2 sewer stipends. Employees cannot receive compensation for both water and sewer stipends.

### Section 6 Foreign Language Bonus

For members covered under this agreement who work at a front counter that are proficient to assist customers in an alternate language may be eligible for a one-time Foreign Language Bonus of \$750. In order to earn the bonus, the member must pass a test, agreed upon between the Association and the City Manager, for reading and writing in the foreign language.

### Section 7 Longevity Pay

Effective July 1, 2016, Longevity Pay recognizes City service, and shall be exclusive of all other premiums and other pays, and shall be established for all full-time employees represented by the MOU. A one-time “Longevity-Pay bonus” will be paid at the employee’s current annual rate of pay at the time of eligibility. The effective date of Longevity Pay shall be the beginning of the pay period following the employee’s qualifying anniversary date of eligibility.

An employee is eligible to receive Longevity Pay at such time when the employee begins each year of service as follows:

Eligible Years of Service	Longevity Pay
10	2.5%
15	2.5%
20	2.5%
25	2.5%
30	2.5%
35	2.5%
40	2.5%

This Longevity Pay is not compensation earnable since it does not meet all of the requirements under 2 C.C.R. § 571.

### Section 8 Classification and Compensation Study

The City shall conduct a classification and compensation study in a manner the City deems appropriate for positions classified in the Classified Employees Association classification. Similar classifications in the non-profit and the private sectors, and at the following peer cities Santa Fe Springs, Commerce, Westlake Village, La Canada, Hawaiian Gardens, Artesia, Claremont, San Dimas, and the most similar peer cities: San Marino, Signal Hill, and South Pasadena, shall be used for the study. The study is to be completed by no later than May 16, 2022.

### Section 9 Performance Evaluations

Should an annual performance appraisal not be completed by the first full pay period following the employee’s annual anniversary date, the department head may, at their sole discretion, recommend to the City Manager the award of an additional step to an eligible employee (up to step 5). The department head may consider the supervisor’s feedback regarding the employee’s performance in making their recommendation. The City Manager’s or designee determination on whether to award the additional step is final. The awarded additional step will be effective the first full pay period following the City Manager’s approval. An annual performance appraisal must still be completed for the employee irrespective of whether an additional step was awarded prior to its completion.

## Section 10 Voluntary ICMA 457 Deferred Compensation

The City will contribute a matching contribution amount of up to \$25.00 per pay period not to exceed \$50.00 in total per month where the employee makes a contribution to their voluntary ICMA 457 Deferred Compensation Plan.

## ARTICLE 10 OVERTIME

All overtime assigned and worked shall be compensated for in the following manner:

### Section 1 Time Worked

"Overtime" is all actual hours worked over 40 hours in a seven-day period. In determining an employee's eligibility for overtime compensation in a work period, paid leaves and unpaid leaves of absence shall be excluded from the total hours worked. Paid leaves of absence include, but are not limited to: vacation, sick leave, administrative leave, compensatory leave, worker's compensation leave, jury duty, bereavement leave and military leave.

### Section 2 Overtime Approval – Straight Time

All overtime must be approved prior to being worked and shall be paid at the employee's regular straight time rate, except to the extent that actual hours worked within a seven day period exceed 40 hours as defined in Section 1.

### Section 3 Overtime Approval – Time and One-Half

All overtime must be approved prior to being earned. The time that exceeds 40 hours of work as defined in Section 1 shall be paid at time and one-half the employee's regular rate of pay as defined under the Federal Fair Labor Standards Act (FLSA).

An employee assigned to weekend Water Department rounds shall be paid at the rate of one and ½ times his/her regular straight time rate for all time worked while performing this duty. Employees shall receive a minimum of two hours compensation regardless of whether the employee actually worked less than two hours. This provision shall be applicable to employees even though the employee's regular workweek is not completed and total hours worked is less than 40 hours in a seven day period.

### Section 4 Overtime Approval – Double Time

All overtime must be approved prior to being worked. All call-outs shall be compensated at a rate equal to two times the regular straight time rate of any employee required to make such call-outs, rounds and work. In case of such a call-out, compensation shall be for a minimum of two hours of each occasion.

An employee called back to work after completing his/her normal work shift and having left City premises and/or work location for non-scheduled overtime, utilized in the case of an emergency, shall be paid at the rate of two times his/her regular straight time rate for each hour worked. Employees who are called back to work shall receive a minimum of two hours compensation regardless of whether the employee actually works less than two hours.

This provision shall be applicable to employees even though the employee's regular workweek is not completed. However, this provision shall not apply to an employee whose normal work shift has been extended, or to an employee who has been called to report to work one hour earlier than his/her normal work shift would begin.

### Section 5 Holiday Pay

Employees who work on a holiday will be compensated accordingly. If it is an employee’s regular work day, the employee will receive holiday pay, plus time and one-half for the hours worked. If it is an employee’s regular day off per the 9/80 work schedule, the employee will receive eight hours of floating holiday, plus time and one-half for the hours worked.

Employees who work the Mount Wilson Trail Race on the Saturday of Memorial Day weekend will be compensated at time and one-half for the hours worked.

An employee assigned to Water Department rounds on a holiday shall be paid double time. Employees shall receive a minimum of two hours compensation regardless of whether the employee actually worked less than two hours.

### Section 6 Compensatory Time

Any employee working overtime may designate either compensation on the next paycheck or "credit" to their compensatory time account. Overtime worked at the employee’s regular straight time rate shall be credited as compensatory time at one-hour credit for one hour worked. Overtime worked at the time and one-half rate shall be credited to compensatory time at one and one-half hour credit for each hour worked.

- The compensatory time account for any employee shall be limited to 160 hours, and must be approved prior to being earned and reported on the next payroll time sheet.
- An employee shall notify his/her Department at least 72 hours prior to taking time off credited to compensatory time.
- When an employee terminates for any reason, the unused compensatory balance shall be paid to the employee at the employee's final regular pay rate.
- An employee may use his/her compensatory time to extend his/her vacation period with the approval of the department head.

## ARTICLE 11 ANNUAL VACATION LEAVE

Full-time employees are entitled to annual vacation leave with pay. Vacation leave shall be earned from the first day of probationary employment and may be used only as it is earned. Requests for vacation leave exceeding the amount of leave will require the prior approval of the Personnel Officer.

### Section 1 Vacation Accrual

Every full-time probationary and regular employee shall accrue paid vacation leave per payroll period as follows:

<u>Length of Service</u>	<u>Service Years</u>	<u>Per Payroll</u>	<u>Annually</u>
0 - 48 months	1 – 4	3.71 hours	96.46 hours
49 - 60 months	5	4.01 hours	104.26 hours
61 - 72 months	6	4.32 hours	112.32 hours
73 - 84 months	7	4.62 hours	120.12 hours
85 - 96 months	8	4.93 hours	128.18 hours
97 - 108 months	9	5.24 hours	136.24 hours

109 - 120 months	10	5.55 hours	144.30 hours
121 - 132 months	11	5.85 hours	152.10 hours
133 - 144 months	12	6.16 hours	160.16 hours
145 - 156 months	13	6.47 hours	168.22 hours
Over 157 months	Over 14	6.78 hours	176.28 hours

Vacation shall accrue bi-weekly on a pro rata basis and increases shall occur at the beginning of the month.

For purposes of this section, continuous service shall include time in which an employee is on an authorized leave of absence with pay.

**Section 2 Accumulated Vacation**

Employees may accumulate up to a total of 135 hours vacation time, not including the current year's allocation as of January 1, of any given year, with the additional following restrictions:

- Employees are encouraged to take a minimum of two weeks (80 hours) vacation each year, if earned. A Request for Leave of Absence Form shall be submitted 15 working days prior to any use of vacation leave.
- After 40 hours of non-sick leave has been taken in a 12-month period the employee may request payment for accumulated vacation leave in cash or deferred compensation at the employee's regular straight time rate.

**ARTICLE 12 HOLIDAYS**

Every employee shall be entitled to the following holidays with pay each calendar year and such other days as may be designated by action of the City Council:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King's Birthday)
- The third Monday in February (Presidents' Birthday)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- The second Monday in October (Columbus Day)
- November 11 (Veteran's Day)
- Thanksgiving Day (fourth Thursday in November)
- The Friday after Thanksgiving Day
- December 24\* (Christmas Eve)
- December 25 (Christmas Day)
- December 31\* (New Year's Eve)

\* Denotes a partial holiday of four hours.

If any such holiday falls on a Sunday, the Monday following shall be treated as the holiday. If the holiday falls on a Saturday, the Friday preceding shall be treated as the holiday.

No employee shall be entitled to compensation for any holiday herein specified unless the employee was employed by the City on the day preceding and the day following the holiday. For the purposes of this

paragraph, an employee who is absent on authorized vacation with pay or on accrued sick leave shall be deemed to be employed at such time.

One day (nine hours) of Floating Holiday shall be granted to an employee working on a holiday, except for holidays that fall on an employee's eight-hour work day, which will be compensated at eight hours and for the noted half day holidays which will be four hours.

All association members, with the exception of those who work at the Public Works Yard, will receive holiday pay when City Hall, the Library, and the Community Recreation Center are closed on the regular work days the week between Christmas holiday and the New Year's Day holiday. The employees who work at the Public Works Yard will work the week between the Christmas and New Year's Eve holidays and will receive 27 hours of Floating Holiday the first pay period in January, pro-rated to the date of hire for the first calendar year of employment.

All Floating Holiday earned must be used by the end of the corresponding calendar year. Any time not used will be cashed out on the last pay period of the calendar year. Floating holidays may be used at any time subject to:

- Use in at least fifteen minute increments in the calendar year; and
- Two days advance approval unless waived by the department head.

Terminating employees shall be compensated for accrued unused floating holiday hours.

The Personnel Officer is empowered to determine whether the City shall observe special days declared by the President or Governor as days of thanksgiving or mourning. The Personnel Officer is also empowered to declare limited service days. On such limited service days, employees will have the option to work or take the day off. If the employee chooses to take the day off, he/she shall utilize floating holiday, compensatory time, or vacation leave. If no such paid leave is available, the Personnel Officer may grant leave without pay.

## ARTICLE 13 SICK LEAVE

Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease; illness or injury of a member of the employee's immediate family requiring the employee's attendance; and medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the work day.

An employee's immediate family shall consist of the employee's spouse or domestic partner, children, step-children; the employee's spouse or the domestic partner's mother, father, brother, sister, grandchildren or grandparents; or other members of the employee's family residing in the employee's home or other member of the employee's family primarily dependent upon the employee.

### **Section 1 Sick Leave Use**

An employee may be granted sick leave only in case of actual sickness as defined above or as otherwise required by law. In the event that an employee or a member of the employee's immediate family recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within one hour after the time established at the beginning of the employee's workday, unless the City determines that the employee's duties require more restrictive reporting. Additionally, each department may have its own guidelines for reporting in sick. Failure to provide notice without good cause shall result in that day of absence being treated as leave of absence without pay.

If the employee is absent on sick leave for more than one day the employee shall keep their immediate supervisor informed as to the date the employee expects to return to work.

Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury or disability purposely self-inflicted or caused by willful misconduct.

Sick leave shall not be granted to any employee absent from duty after separation from City service or during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.

Sick leave shall not be granted to any employee to permit the extension of the employee's vacation.

The City may require a physician's certification at any time as to the sickness or injury of the employee or their immediate family member and the date of the employee's intended return to work.

Employees will not be permitted to use vacation or other leave in lieu of sick leave unless approved by the Personnel Officer.

## Section 2 Sick Leave Accrual

Employees shall accrue 3.69 hours of sick leave per pay period for a total of 96 hours per year. Accrual shall occur on a daily basis. No accrual shall take place for any day in which the employee has performed less than a full day of service.

Sick leave may be accrued to a maximum of 2,000 hours except as provided below.

Sick leave granted by the City and used by an employee shall be deducted from the employee's accrued sick leave balance.

Employees granted a leave of absence with pay or other approved leave with pay shall accrue sick leave during such leave as provided therein.

Sick leave shall not be accrued by an employee absent from duty after separation from City service or during a City authorized leave of absence without pay, or any other absence from duty not authorized by the City.

## Section 3 Sick Leave Cash Out

On an annual basis, employees may make an irrevocable election to cash out at their base hourly rate of pay up to 40 total hours of sick leave pursuant to the City's policy on sick leave cash out in the City's Personnel Rules and Regulations. Per the policy, to be eligible for such cash out, employees must timely submit an irrevocable leave election form and maintain 120 hours of combined vacation and sick leave remaining after the cash out.

#### Section 4 Reimbursement for Accrued Sick Leave

Employee shall have no financial claim to reimbursement for unused sick leave upon leaving City employment, except as follows:

- Employees who voluntarily resign after completion of five years of continuous service shall receive 50% of any unused sick leave. Such compensation shall be calculated based on the employee's existing range and step at the time of resignation. No employee shall receive compensation for more than 1000 hours.
- Employees, upon retirement from the City's service and after completion of five years of continuous service, shall receive 50% of any unused sick leave. Such compensation shall be calculated based on the employee's existing range and step at the time of retirement. No employee shall receive compensation for more than 1000 hours.

#### Section 5 Excessive Sick Leave Usage or Abuse of Sick Leave

An employee who is excessively absent may be subject to disciplinary action. Excessive absenteeism shall include absence in excess of the average annual departmental sick leave usage unless covered/authorized by any lawfully protected leaves. Excessive absenteeism may occur regardless of the employee's accrual.

### ARTICLE 14 WORKERS' COMPENSATION

All injuries sustained in the course of employment shall be reported at once to the employee's supervisor, who shall in turn promptly report the same to the Personnel Officer. The Personnel Officer shall authorize medical treatment for the employee at one of the City's approved medical clinics. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the supervisor shall complete and forward the required reports to the Personnel Officer within 12 hours following the injury.

Any permanent classified employee directed by either the City's or his/her physician to be absent from work due to an injury or illness arising out of and in the course and scope of City employment, shall receive full salary during the first six months of such absence. During the period of time that an employee is on leave as a result of a work related injury/illness and receiving full salary from the City, the employee shall sign over to the City any workers' compensation disability payments received by the employee. Failure to do so shall cause the City to cease payment of the employee's salary. An employee who has received a leave of absence pursuant to this section shall not accrue sick or vacation time during the period of disability.

### ARTICLE 15 UNIFORMS

#### Section 1 Uniform Use

Each employee required to wear a uniform covered by this Agreement shall be entitled to City provided uniforms. Work shirts shall not be worn outside of normal work schedule, excluding travel time to and from work. The suggested annual uniform allocation for Public Works Employees shall consist of the following:

- Four work pants.
- Four work shirts.
- Six tee shirts, issued July 15<sup>th</sup> each year.

- Two pair of work boots, one pair issued on July 15<sup>th</sup> and the other pair issued on January 15<sup>th</sup>.
- Rain Gear as required.

All non-Public Works employees are permitted to wear “business casual” attire year-round, except when required to attend a meeting involving members of the general public, or other elected or appointed officials, or employees of any federal, state or local government agency when business dress is appropriate. Business casual attire shall be subject to the requirements and guidelines contained with the City of Sierra Madre Personnel Rules and Regulations, as such may be amended from time to time by the City of Sierra Madre in its sole and absolute discretion.

## Section 2 Laundry Service

The City shall contract with a laundry service, at no direct cost to the employees, but subject to the IRS tax guidelines, who shall be responsible for the cleaning and maintenance of City supplied uniforms for those employees required to wear uniforms as part of their duties.

## ARTICLE 16 SAFETY EQUIPMENT

The City shall furnish to employees any safety equipment required, and shall provide access and training through a safety committee.

## ARTICLE 17 INSURANCE

### Section 1 Insurance Benefits

The City shall maintain the following overall level of insurance benefits for each employee covered by this Agreement for the duration hereof. The specific coverage is subject to the provisions of the individual insurance company's master contract(s) as issued to the City of Sierra Madre for each type of insurance.

- Insurance benefits offered by the City include:
  - Health Insurance
  - Dental Insurance
  - Life and Accidental Death Insurance
  - Vision Insurance
  - Survivor Benefit
  - Workers Compensation
  - Unemployment
- The City has participated in the CalPERS medical program since 1995 to provide health coverage for association members. Pursuant to Government Code Section 22892 of the Public Employees’ Medical and Hospital Care Act (PEMHCA), for the calendar year beginning January 2023, the City will contribute \$151.00. for each association member towards the PERS Health Care Plan. This amount is adjusted annually.
- The City will contribute an amount over its contribution under PEMHCA (which is \$151.00 per month for the calendar year beginning January 2023. The total contribution per month, including the City’s contribution under PEMHCA, shall be through an IRS Section 125 Flexible Benefit Plan (FBP) administered by either the City or its designee, and be up to a maximum of:

Employee Only	\$850.00
Employee +1	\$1,050
Family (3 plus)	\$1,200

Effective December 1, 2023 for the monthly premiums starting on January 1, 2024, the total contribution per month shall be up to a maximum of:

Employee Only	\$892.50
Employee +1	\$1,102.50
Family (3 plus)	\$1,260

- In addition, the City provides a Flexible Spending Plan to allow employees to contribute to their health, dental and vision insurance coverage on a pre-tax basis.
- The specific benefits are subject to change by the insurance carrier. The exact provisions governing each benefit program are contained in the Master Contract issued by the insurance carrier to the City of Sierra Madre.
- All insurance benefits offered by the City are subject to COBRA upon an employee's resignation, retirement or other COBRA defined event.
- Refer to the certificate of coverage for a complete description of benefits and coverage. The City reserves the right to select any insurance carrier or other method of providing coverage to fund the benefits of the employees under the terms of this Agreement, provided that the benefits to employees shall be not less than those in existence as of implementation of this Agreement.

## Section 2 Medical Stipend

An employee who elects not to purchase medical, dental, and vision insurance through the City's plan and is covered by another group insurance plan, will receive a medical stipend of \$325 per month.

## Section 3 Health Insurance - Alternative Health Insurance Providers

The City will allow the Association to sponsor an alternative provider of health insurance premiums provided that:

- The coverage is at least as comprehensive as the coverage provided through CalPERS (including deductibles, co-payments and service levels); and
- Contracting with the alternative insurance provider does not in any way compromise the City's participation in the CalPERS Health Plans for employees or retirees.

## Section 4 Life Insurance and AD&D

Term Life Insurance Coverage is provided for employee only at an amount of \$50,000.

## Section 5 Level IV Survivor Benefit

The employee paid survivor benefit is at Level IV.

## Section 6 Retirement Insurance Coverage

The City has participated in the CalPERS medical program since 1995 for association members. As such, the City is obligated to contribute toward the cost of retiree medical coverage for the retiree's and spouse's lifetime so long as they remain eligible for and covered by this medical program. The City provides additional benefits based this Memorandum of Understanding beyond those required under PEMHCA. The following is a summary of these benefits:

All association members who retire from the City (including disability retirement) and continue coverage in the CalPERS medical program are eligible for the benefit provided in the PEMHCA resolutions. Those resolutions provide for the City to contribute toward retiree premiums at an equal amount to the active employees, for 2014 this amount is \$113.05.

In addition to the benefits described above, the City also provides the following monthly subsidy, inclusive of the contribution above, toward retiree (single coverage) medical premiums until the retiree reaches age 65:

- For CEA employees hired before October 15, 1995 who meet the requirements for CalPERS retirement (including industrial disability retirement), the City will pay 5% times the number of years worked for the City times the lesser of the actual premium for the lowest cost HMO premium in the Los Angeles area region.
- For CEA employees hired on or after October 15th, 1995 who retire (including disability retirement) at age 60 or older with at least 30 years of service with the City, will receive 100% of the actual premium or the lowest cost active employee HMO premium in the LA area region, whichever is less.

All other insurance coverage (vision, dental, & life) terminates upon retirement and is subject to COBRA. Dependent health insurance coverage may be extended by co-payment. Premiums for dependent co-payment must be submitted monthly in advance prior to the 15th of each month. The dependent co-pay coverage will terminate at age 65 or five years after the employee's death, whichever occurs first or within the guidelines of COBRA.

Dental insurance and dependent health insurance coverage will be subject to current COBRA and insurance provider guidelines. No insurance coverage will be extended for vision, life or AD&D insurance. Premiums made to the City for COBRA coverage must be submitted monthly in advance prior to the 15th of each month.

## ARTICLE 18 RETIREMENT

### Section 1 CalPERS Membership

Consistent with the Government Code, employees who are local safety or miscellaneous members of the California Public Employees Retirement System are entitled to the benefits as indicated in the December 30, 1979 amendment to the contract between the Board of Administration of CalPERS and the City Council. The contract has been amended to provide for military buy-back.

### Section 2 Salary Subject to PERS

The calculation of the salary subject to PERS will follow "CalPERS Public Agency & Schools Procedures Manual" as it pertains to "reportable and un-reportable wages".

**Section 3 City Payment of Employer Contribution for CalPERS Retirement**

The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Agreement. For classic members, as defined in Section 4 of this Article, the retirement benefit is 2.5% at 55 for miscellaneous employees. For new members, as defined in Section 4 of this Article, the retirement benefit is 2% @ 62.

**Section 4 Employee Contribution for CalPERS Retirement**

Classic member employees shall pay the full statutorily required amount of the employee contribution to CalPERS for classic members, which is currently 8% for miscellaneous employees. Classic members are those members who do not qualify as new members under Government Code section 7522.04.

Pursuant to the Public Employees’ Pension Reform Act of 2013, new member employees shall pay 50% of the normal cost rate for the defined benefit plan in which the new member employee is enrolled, rounded to the nearest quarter of 1%. (Government Code section 7522.30.) New members are defined under Government Code section 7522.04.

**Section 5 Laborers’ National (Industrial) Pension Fund (LNIPF)**

Beginning March 3, 2002, the City began contributing, on behalf of each association member, one percent (1%) of base salary into the LIUNA supplemental pension fund, the Laborers’ National (Industrial) Pension Fund (LNIPF); in exchange, the base salaries for all members of the CEA were decreased by 1%.

Beginning in 2010 the LIUNA Supplemental Pension Fund was certified in the critical zone (“red zone”) by the IRS. As part of the rehabilitation plan required by the Pension Protection Act of 2006 (PPA), the City was mandated to pay an additional 0.05% surcharge in 2010, which increased to 0.1% between 2011 and 2013. In 2013 Laborers’ National (Industrial) Pension Fund (LNIPF) imposed a default schedule upon the City in order for LNIPF to restore the plan’s financial health. The default schedule is as follows:

2014	1.38%
2015	1.49%
2016	1.60%
2017	1.71%
2018	1.82%
2019	1.93%
2020	2.04%
2021	2.15%
2022	2.26%

**ARTICLE 19 FLEXIBLE SPENDING ACCOUNTS**

The City has established under Internal Revenue Code section 125, a flexible spending account for day care and uncovered medical (including dental and optical) costs. The plan allows employees to fund the costs on a pre-tax basis and reduce income related taxes.

## ARTICLE 20 WORKING HOURS, EMPLOYEE ATTENDANCE & WORK PERIODS

### Section 1 Hours of Work

#### 9/80 Alternative Work Schedule

The work schedule for regular full-time unit employees shall consist of 80 hours in a 14 day pre-established alternative work schedule. The City has adopted a 9/80 alternative work schedule as follows:

- For purposes of calculating overtime under the FLSA, generally for those employees working in City Hall, each seven day work period shall be identified in the signed Job Description.
- Notwithstanding special pay provisions of this Agreement, employees will not be eligible for overtime premium until an employee actually works more than 40 hours during the pre-established seven day work period.
- Employees will work 80 hours during each two-week period, as follows: employees will work nine hours each day (generally Monday through Thursday) observing the one hour unpaid lunch break and two paid breaks established in this Agreement and eight hours on an alternative day, generally, the Friday that City Hall is open (observing the breaks established in the MOU). City offices will be closed on the alternate Fridays, with employees not being required to report for duty.

#### 4/10 Work Schedule

The 4/10 work schedule shall be an option for the City to select for employees in the Public Works Department. The work day under the 4/10 work schedule begins at 6:30 AM and ends at 5:00 PM. Paid holidays that occur when employees are working the 4/10 work schedule will amount to 10 hours.

The 9/80 work schedule will also remain an option for the City to select for employees in the Public Works Department. The City reserves the right to utilize either the 4/10 work schedule or the 9/80 work schedule at its discretion; and may decide at any time to revert to the 9/80 schedule at its discretion. The City will endeavor to provide advanced notice of its decision to revert to the 9/80 schedule when practicable. Such decision is final and is not subject to any grievance procedure or appeal.

### Section 2 Work Days

A full workday shall include:

- Two paid 15 minute rest periods
- One unpaid lunch period of not less than 30 minutes or more than one hour.

### Section 3 Pay Period

A pay period shall include 14 calendar days beginning at 12:01 a.m. Sunday and ending on Saturday at 12:00 midnight.

### Section 4 Work Hours Per Year

Total hours worked shall be based on 2080 hours per year.

## Section 5 Minimum Hours

Employees shall be required to work a minimum of eight hours per day assigned. Employees for whom necessity requires a different schedule shall work according to regulations that do not exceed state and federal regulations.

Employees shall be required to be in attendance at their work locations in accordance with the schedule of hours stipulated by the department head. Failure to observe work schedules shall be cause for disciplinary action. All departments shall be responsible for daily attendance records, which shall be properly recorded and reported at the end of each pay period. Personnel reporting after the designated time or leaving prior to the designated end of shift shall be considered tardy and absent without leave.

## ARTICLE 21 SENIORITY

Seniority shall be based on the length of time of uninterrupted service of an employee in the classified service of the City.

## ARTICLE 22 LAYOFF

### Section 1 Definitions

- Retention Lists: Classified employees, probationary permanent, listed in order of seniority and by class series and classification; the most senior employee to be listed first.
- Seniority: The length of time of uninterrupted service of an employee in the classified service of the City.
- Bumping: The process by which an employee with greater seniority causes an employee with less seniority to be displaced from his present position.
- Assigned List: That list which shows the effective date of reduction of working hours, employee's name and classification. Order of list shows employee whose hours were reduced first and then those subsequent reductions.

### Section 2 Length of Service

Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by the length of service. The employee who has been employed the shortest time in the class, plus higher class, shall be laid off first. Re-employment shall be in the reverse order of layoff. Persons laid off because of lack of work or lack of funds are eligible for re-employment for a period of 12 months and shall be reemployed in preference to new applicants.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same re-employment rights as those laid off.

### Section 3 Retention Lists

The Personnel Officer shall establish and maintain retention lists for all classes and class series. These lists are to be revised from time to time to insure the accuracy and availability of the persons on such lists.

## Section 4 Procedure for Layoff

Employees scheduled to be laid off shall be notified not less than 15 days prior to the date of layoff. The notice shall contain the reason for layoff and the effective date. Upon receipt of notice of layoff, the employee must notify the Personnel Officer within three working days whether he/she is electing his/her rights to "bump" the last person to be hired. The notice must be in writing.

- The "bumping" employee must have seniority over the last person to be hired in his class. If he/she does not have enough seniority, he/she may "bump" the last person hired in succeeding lower classes in the same class series until he/she reaches the last class and then in any class in which he/she has established permanency and over which he/she has seniority. Transferring seniority from one class series to another or from one unrelated class to another is not allowed.
- The employee being "bumped" has the same seniority "bumping" rights and may exercise them in accordance with these rules as though he/she was being laid off.

Any employee going to a lower class pursuant to this rule shall receive the maximum of the salary range of the lower class provided that such salary is not greater than the salary received in the higher position. In all cases where an employee elects to exercise his seniority rights and move to a lower class in lieu of layoff, his name shall be placed on a layoff list for the position from which he/she moved.

In computation of seniority, all services within a class plus higher class within the same class series shall count as seniority within the class. Continuous or uninterrupted service as a probationary or permanent employee within a class rather than actual days worked shall determine seniority.

No permanent or probationary employee shall be laid off from any probation while employees serving under emergency, provisional, or limited-term employment are retained in positions of the same class. A limited-term employee may be laid off (separated/terminated) at the end of his assignment without regard to the procedures set forth in these rules.

## Section 5 Reduction in Assigned Working Hours

The Personnel Officer may reduce the number of assigned working hours and consequent hourly compensation for any classified position. Such reduction may be of a temporary or permanent nature. When the assigned hours for a position are to be permanently reduced, the affected employee shall be given not less than 15 calendar days' notice. The employee's name will then be placed on an "assignment list" which shall be kept by name, classification, and effective date of reduction.

## ARTICLE 23 TUITION REIMBURSEMENT PROGRAM

Members of the Classified Employees Association shall be eligible for tuition reimbursement and educational cost program after completing the initial probationary period in the full-time position.

## ARTICLE 24 DISCIPLINARY PROCEEDINGS

### Section 1 Disciplinary Action

Disciplinary action may be imposed upon any classified employee for any of the causes set forth in this Rule. For the purpose of this section, "disciplinary action" ("action") shall mean suspension without pay

for a period not to exceed 30 calendar days, reduction in class or position, or any combination thereof; or dismissal from the service.

## Section 2 Causes for Disciplinary Action

Any of the following shall be cause for the imposition of disciplinary action:

- Incompleteness, incompetence or inefficiency in the performance of the employee's duties;
- Insubordinate conduct directed at a supervisor or department head;
- Violation of any official regulation or order;
- Final conviction including a plea of guilty or nolo contendere of any criminal offense involving moral turpitude;
- Negligent or willful conduct by any employee either during or outside of duty hours, which results in or causes damage to public property, waste of public supplies or brings discredit to City;
- Fraud in securing employment or making a false statement on an application for employment; or dishonesty;
- Being under the influence of alcohol or dangerous illegal drugs or narcotics while on duty or in violation of City Drug and Alcohol Policy;
- Excessive absenteeism; inexcusable absence without leave; and abuse of sick leave;
- Discourteous treatment of the public;
- Any act or conduct either during or outside of duty hours which is of such a nature that it causes or may tend to cause discredit to the City, the employee's department or division;
- Any violation of the City's gift policy;
- Any other good and sufficient cause.

## Section 3 Imposition of Disciplinary Action

All forms of disciplinary action shall be commenced by means of a written "notice of intended disciplinary action" prepared by the department head and then served upon the affected employee. The affected employee shall have a right to respond to the notice pursuant to section 5 of this Article. However, any intended discipline or other City action consisting of written reprimands or other forms of disciplinary action, such as transfer or reassignment (when the same is done for disciplinary or punitive purposes) whereby the potential impact (when the same is done for disciplinary or punitive purposes) and whereby the potential economic impact (without regard to real or possible losses of overtime compensation) upon the affected employee is in an amount less than the employee's scheduled daily compensation, shall not give rise to any form of post-department head administrative or judicial appeal and the determination of the department head shall be final and conclusive.

## Section 4 Notice

In cases of discipline, pre-disciplinary written notice of the intended action shall be given to the employee setting forth the following information:

- Grounds for proposed discipline.
- Act or omission giving rise to intended discipline.
- All documents or records upon which the proposed discipline is based.
- The date by which the employee can respond and the person to whom the employee can respond.

## Section 5 Employee Response

The employee shall have five working days from the day the "notice of intended disciplinary action" is served on him/her to advise of his/her intent to participate in a pre-disciplinary meeting pursuant to this bargaining agreement and *Skelly v. State Personnel Board*. This pre-disciplinary meeting shall be presided over by the City Manager or his/her designee. Any such requests to convene a pre-disciplinary meeting shall be in writing and shall be postmarked within five working days from the date the notice is served upon the employee. If the employee either fails to request a pre-disciplinary meeting or fails to do so in a timely manner, then at the expiration of the five working day period for serving such request, the City Manager or his/her designee may render a determination based solely upon the pre-disciplinary supportive documents that were served upon the employee in accord with this Article 22, section 4.

## Section 6 Final Action

After considering the employee's response, if any, to the "notice of intended disciplinary action," or after expiration of the time to respond and no response having been made, a written notice of final determination shall be served upon the employee within a reasonable time after the pre-disciplinary meeting is conducted. If the notice imposes discipline, then the effective date of that discipline shall be set forth within the notice. Absent an effective date set forth within the notice, the effective date of disciplinary action shall be deemed the date upon which the notice was signed by the City Manager or his/her designee. Subject to the limitations described in Article 8, the employee may appeal the City Manager/designee's determination pursuant to section 7.

## Section 7 Appeals

A permanent employee upon whom disciplinary action has been taken may appeal to the City Council within 14 calendar days after receiving a copy of the City Manager's decision and by filing written answer to such decision. Appeal can be made on the following grounds:

- That the procedures set forth in the Rules and Regulations have not been followed.
- That the action taken was not in accord with the facts.

The appeal must be made in writing and submitted to the City Manager. If the appeal is not received by the City Manager within 14 calendar days after the employee has received a copy of the City Manager's decision, the employee waives his/her right to appeal the decision and the decision will become final.

Upon receipt of a timely appeal, the City Manager shall advise the City Council thereof and shall forward to each member of the Council a copy of the statement of charges, the City Manager's notice of decision and the employee's answer to such decision. The City Manager, upon instruction from the City Council, shall give the appealing party written notice of the time and place of the hearing to be held before the City Council upon such appeal. The hearing shall be limited to items which are disputed by the employee and contained within employee's written answer to such decision. All items not disputed by the employee shall be deemed admitted by the employee for the purposes of the hearing.

The City Council may, in its sole discretion, refer the hearing to a mutually agreed upon advisory hearing officer. It shall be the hearing officer's responsibility to render an advisory opinion and award and recommendation for penalty to the City Council. The selection of the advisory hearing officer shall be either by a mutual agreement between the parties as to the person selected, or by a timely request to the State Mediation and Conciliation Service for a list of names of seven arbitrators with experience in disciplinary matters in the public sector. The selection of the arbitrator shall be performed by an alternate striking of the names until one name remains. The hearing before the advisory hearing officer shall be conducted in the manner most conducive to the determination of the truth, and the hearing officer shall not necessarily be bound by the technical rules of evidence. The hearing officer shall have authority to issue subpoenas at the request of either party.

At the conclusion of the advisory hearing, and after receipt of the advisory report, recommendations and penalty, the record of the advisory proceedings shall be forwarded to the City Council for their determination, which shall be final and binding.

The parties shall be permitted to argue the hearing officer's advisory report and recommendation before the City Council. All arguments before the City Council will be confined to the Council sustaining the advisory arbitration award, rejecting the advisory arbitration award or modifying it with respect to findings and/or penalty.

In no event shall a trial de novo be convened before the City Council when it has elected to defer the matter to advisory arbitration.

After fully considering the parties' arguments with respect to the advisory arbitration and award, the City Council shall render a decision, which shall be final and binding.

## **Section 8 Procedure for Hearings before City Council**

If the City Council does not refer the hearing to an advisory hearing officer, the following procedure shall apply for hearings before the City Council. Hearings shall be conducted in the manner most conducive to determination of the truth, and the City Council shall not be bound by technical rules of evidence. Decisions made by the City Council shall not be invalidated by any informality of the proceedings.

Each side will be permitted an opening statement (City Manager or designee first) and closing arguments (City Manager or designee first). The City Manager or designee shall first present the witnesses and evidence to sustain the charges and the employee will then present his witnesses and evidence in defense. Each side will be allowed to examine and cross-examine witnesses.

Whether the hearing is held in public or closed session, the City Council, after it concludes the hearing, may deliberate its decision in closed session. No persons other than persons of the City Council and the City Attorney shall be permitted to be present during the deliberations.

The City Council may sustain or reject any or all of the charges filed against the employee and may sustain, reject, or modify the disciplinary action involved against the employee. The decision of the City Council shall be final and conclusive in all cases.

## ARTICLE 25 EMPLOYMENT GRIEVANCE PROCEDURE

### Section 1 Purpose

The purpose of this rule is to provide each employee a grievance procedure within the scope and framework of the City's personnel system. For the purpose of this Rule, the word "grievance" shall mean and include any complaint affecting wages, hours and terms and conditions of employment arising out of alleged violations of established rules and regulations, policies, administrative procedures, working conditions, job relations, extension of probation or this Agreement, except that the same shall not include any disciplinary action or proceedings.

### Section 2 Procedure - Individual Petitions

An employee or group of employees having a complaint or grievance should present their grievance in a written statement to his/her immediate supervisor for resolution. If the point of dispute cannot be resolved with the immediate supervisor, the grievant may present his/her written complaint to the department head. The employee or group of employees shall file the grievance within 30 calendar days of its occurrence or within 30 calendar days of the employee or employees knowing the alleged violation, or within 30 calendar days of the employee or employees being reasonably required to know of the occurrence.

Unresolved complaints that have been brought to the attention of a department head shall then be submitted in writing to the City Manager not more than 14 days from the date of written presentation to the department head. The department head, will, by endorsement, cite findings and recommendations in response to the grievance.

The City Manager shall cause an investigation to be made of the complaint and shall reply in writing to the department head of action deemed appropriate. In the event of failure to resolve the cause of the dispute, the grievant may request a conference with the City Manager and department head for the joint discussion and resolution of the matter.

### Section 3 Procedure - Association Petitions

The Association may file a grievance on behalf of the Association as a whole for any violation of this Agreement. The grievance shall be filed within 30 calendar days of the occurrence or within 30 calendar days of the Association knowing of the occurrence or within 30 calendar days of the Association being reasonably required to know of the occurrence. The grievance shall be presented in writing to the City Manager reciting the background, written or verbal orders, specific examples, circumstances, specific complaints and requested remedial action.

The City Manager shall cause an investigation to be made of the complaint and shall reply in writing to the Association stating the action taken. In the event of failure to resolve the cause of the dispute, the Association by a majority vote of its Board of Directors and by notifying any/all employees affected by this grievance, may then request a meeting with the City Manager. The City Manager shall hold a meeting for the discussion and attempted resolution of the matter. The meeting shall be held by the City Manager within 30 calendar days of his/her reply to the grievance.

## Section 4 Procedure for Appeal

Any grievant presenting a grievance pursuant to the procedures hereinabove set forth, who is dissatisfied with the determination of the City Manager, may appeal such decision by filing a written letter of appeal with the City Council within 30 calendar days after the giving of notice by the City Manager. The City Council, upon receiving a timely appeal, shall instruct the City Manager to give the appealing party (or parties) written notice of the time and place of the hearing.

At the time of the hearing before the City Council, all interested parties shall be given reasonable opportunity to be heard upon the merits of the grievance and the positions taken with reference thereto. Upon conclusion of such hearing, the City Council shall review the testimony given and shall approve, disapprove or approve with modification, the decision rendered by the City Manager. The City Council's decision shall be final and conclusive in all cases.

The City Council may, at its sole discretion, refer the hearing to a designated advisory hearing officer to render an opinion and award, advisory to the City Council, in accordance with the procedures provided in section 7 of Article 23.

## ARTICLE 26 CONTINUATION OF WAGES, HOURS AND WORKING CONDITIONS

The provisions of the Agreement shall not be revised to affect the employees covered by this Agreement adversely during the term of this Agreement.

Any policies, procedures, benefits or past practices that affect wages, hours and/or other terms and conditions of employment shall not be revised to affect the employees covered by this Agreement adversely during the term of this Agreement unless by mutual agreement of the parties. Employees shall read the Personnel Rules and Regulations of the City of Sierra Madre and sign acceptance thereof upon completion of employee orientation upon hiring.

## ARTICLE 27 EMPLOYEE RIGHTS

Each individual employee shall have the following rights, which he/she may exercise in accordance with the City's Employer-Employee Relations Resolution and all applicable laws, ordinances, and the rules and regulations of this Agreement:

- The right to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the City, or to refuse to join or participate in the activities of any employee organization.
- The right to pay dues to such employees' organization through regular payroll deduction.
- The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of their Department Head for their membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope or representation.
- The right to represent himself/herself individually in his/her employee relationship with the City.

- The City shall maintain only one official employee personnel file and that file shall be in the custody of the Personnel Officer. That personnel file shall be the only official source or repository of documents pertaining to the employee's performance, past and present, leave requests, disciplinary records and commendations.
- The employee's personnel file shall contain all information relating to the employee from date and time of appointment. In no event shall any material be placed in the employee's official personnel file without his/her knowledge.

Whenever an employee desires to represent himself/herself in consulting with City management during his/her regular hours of work, he/she shall first request from his/her department head permission to take time to do so. Said request shall be granted unless the needs of the department are such that the employee's services cannot be spared during the particular time requested. In such case, the employee shall be permitted to reschedule his/her appointment with City management.

## ARTICLE 28 ASSOCIATION RIGHTS

### Section 1 Recognition

The City recognizes the right of the Association to govern its internal affairs.

### Section 2 Association Dues

Upon the receipt of a written request and authorization from an employee for deduction of Association "dues," the City shall withhold such dues and deductions from the salary of the employee, and remit the withholdings to the Association in a timely manner. The City shall continue to withhold such deductions unless the employee files a written statement with the City withdrawing authorization for the continued withholding of the deductions.

### Section 3 Association Bulletin Board

The Association shall have use of specific bulletin board space, clearly marked and identified as such, and said space shall be the only space which is authorized for the posting of Association business. Material placed on the bulletin board shall be at the discretion of the Association with the understanding that materials so posted shall be for legitimate communications with members. Said posting shall not be offensive to good taste, defamatory, or involve support or opposition to candidates for political office within the City government. The Personnel Officer shall have the right to remove any such materials upon prior notice to the Association representative. The Association shall be responsible for maintaining the space provided in an orderly condition and shall promptly remove outdated materials.

### Section 4 Representation

The employee shall be allowed to designate a representative to assist the employee in:

- Preparing and presenting grievances.
- Preparing and processing material for disciplinary hearings.
- Preparing and presenting material for any legitimate employer-employee relations matter for which representation is granted pursuant to existing law.

## Section 5 Release Time

Subject to the needs of the department and prior approval of the Personnel Officer, designated employee representatives shall be allowed reasonable release time from regularly scheduled duties to present grievances and material for disciplinary hearing on behalf of the affected employee, if said employee requests assistance, and to meet with City management representatives relative to matters of employer-employee relations.

## ARTICLE 29 MANAGEMENT RIGHTS

The rights of the City include authority under state law, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and board; set standards and levels of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; determine style and/or types of City-issued wearing apparel equipment or technology used, establish and enforce dress and grooming standards; assign work to and schedule employees in accordance with requirements as determined by the City and establish and change work schedules and assignments upon reasonable notice; and determine organization structure, size and composition of the work force; take all necessary actions to carry out its mission in emergencies; and exercise complete discretion over its organization and the technology of performing its work.

In exercising the above rights, the City shall comply with all applicable provisions of this Agreement.

In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of this Agreement and all applicable State laws.

## ARTICLE 30 AGREEMENT, MODIFICATION, WAIVER

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing and affixed hereto by all parties and approved by City Council.

The waiver of any breach, term or condition of this memorandum by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

## ARTICLE 31 OBLIGATION TO SUPPORT

The parties agree that, subsequent to the execution of this Agreement and during the period of time said Agreement is pending before the City Council for action, neither the employee organization nor management, nor their authorized representatives, will appear before the City Council or meet individually or privately with said members of the City Council, to advocate any amendment, deletion or addition to the terms and conditions of this Agreement. It is further understood that this article shall not preclude the parties from appearing before the City Council to advocate or urge the adoption and approval of this Agreement in its entirety.

Furthermore, the parties may, by mutual agreement, appear before the City Council to request a modification to this Agreement.

**ARTICLE 32 PROVISIONS OF LAW**

This Agreement is subject to all future and current applicable federal or state laws and regulations.

If any part or provision of this Agreement is in conflict with such applicable provisions of federal or state laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Agreement shall not be affected, and the Employees' Association and/or the City shall have the right to meet and confer within 30 days concerning said section. This Agreement shall supersede all City rules or ordinances, which are in conflict with the Agreement.

If any City rule or ordinance is not in conflict with this Agreement, it shall supersede this Agreement.

Current Rules and Regulations of the City that do not deal with matters covered by this Agreement shall remain in full force and effect.

**ARTICLE 33 RENEGOTIATION**

The parties agree that negotiations for the successor Memorandum of Understanding for the fiscal year beginning July 1, 2027 shall begin by the mutual exchange of written proposals by March 2027 and shall continue until agreement is reached, or impasse is declared by either party.

This Agreement shall remain in full force and effect until either a new Memorandum of Understanding is negotiated by the City and the Association and said Memorandum of Understanding has been approved and ratified by both the Association and the City Council, or a "last, best, final offer" has been imposed by the City Council pursuant to the Personnel Rules and Regulations and Government Code Section 3505.4.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day of October 28, 2025.

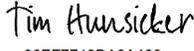
**Sierra Madre Employees Association  
Representatives:**

Signed by:  
 10/16/2025  
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\_\_\_\_\_  
Susan Clifton  
Association President

Signed by:  
 10/16/2025  
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\_\_\_\_\_  
Cy Womack  
Association Negotiating Team Member

**City of Sierra Madre Management  
Representatives:**

\_\_\_\_\_  
Michael Bruckner  
City Manager

Signed by:  
 0/17/2025  
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\_\_\_\_\_  
Tim Hunsicker  
Association Negotiating Team Member

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# Memorandum of Understanding

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## Sierra Madre Professional Firefighters Association and the City of Sierra Madre

Amended by Resolution 25-66  
October 28, 2025

**Term of Contract:**  
**July 1, 2020 to June 30, 2026**

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## **Article 1 PREAMBLE**

It is the intent and purpose of this agreement to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding matters related to wages, hours and/or other items and conditions of employment between the employees of the Fire Department represented by the Sierra Madre Professional Firefighters Association (“Association”) and the City of Sierra Madre (“City”), in accordance with California Government Codes section 3500, et seq. and chapter 2.48 of the Sierra Madre Municipal Code.

This agreement is to set out those items on which the City and Association have reached Agreement, so that these items will not have to be renegotiated during the term of the contract. The term of this Agreement is from December 1, 2022 to June 30, 2026, having been amended October 28, 2025 and ratified by the Association on October 24, 2025 and adopted by the City Council on October 28, 2025.

## **Article 2 PERSONNEL RULES AND REGULATIONS**

This documentation is intended to be used in conjunction with the City of Sierra Madre Personnel Rules and Regulations. The Personnel Rules and Regulations address items including, but not limited to, employee evaluations, personnel files and computer loan program. Current Rules and Regulations of the City that do not deal with matters covered by this agreement shall remain in full force and effect.

## **Article 3 IMPLEMENTATION**

This Agreement constitutes a mutual recommendation to be jointly submitted to the City Council of the City of Sierra Madre. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until the City Council acts, by a majority vote, formally to approve and adopt said Agreement.

## **Article 4 RECOGNITION**

The City recognizes the Association as the Recognized Employees’ Organization for all classified employees of the Sierra Madre Fire Department, except the Fire Chief, in accordance with section 2.48.040 of the Sierra Madre Municipal Code.

## **Article 5 MANAGEMENT RIGHTS**

The rights of the City include and are not limited to all rights provided under State law, and the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards and levels of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; determine style and/or types of City-issued wearing apparel, equipment or technology used; establish and enforce dress and grooming standards; assign work to and schedule employees in accordance

with requirements as determined by the City; establish and change work schedules and assignments as necessary; and exercise complete discretion over its organization and the technology of performing its work.

## **Article 6 EMPLOYEE RIGHTS**

Each employee shall have the following rights which he/she may exercise in accordance with all applicable laws, ordinances, rules and regulations, and provisions of this Memorandum of Understanding:

- The right to form, join, and participate in the activities of the employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the City, and the right to refuse to join or participate in the activities of any employee organization.
- The right to pay dues to such employee organizations through the regular payroll deduction.
- The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal from membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- The right to present himself/herself individually in his/her employee relations with the City.
- The right to review his/her personnel files by making a request in writing to the Personnel Officer or the Fire Chief.

## **Article 7 ASSOCIATION RIGHTS**

### **Section 1 Recognition**

The city recognizes the right of the Association to govern its internal affairs.

### **Section 2 Dues**

Upon the receipt of a certified list of employees who have executed voluntary written authorization for deduction of Association “dues,” the City shall withhold such dues and deductions from the salary of the employee on a bi-weekly payroll basis and remit the withholdings to the Association in a timely manner. The City shall continue to withhold such deductions unless it is notified by the Association of a change of dues deduction status of the employee. The Association shall immediately notify the City of any change of an employee’s dues deduction status, and at least 30 days in advance for the change to be effective in the next payroll. The Association will assume responsibility for notifying current and future members in writing of membership maintenance requirements and terms of cancellation. The Association agrees to indemnify and hold the City harmless for any loss or damages, including attorney’s fees and costs, for claims arising from the operation of this section, including claims for deductions made in reliance on the Association’s representations and certifications regarding employee dues deduction authorizations.

### **Section 3 Bulletin Board**

The Association shall have sole and exclusive use of specific bulletin board space. Such space shall be clearly marked and identified as such, approximately three feet by four feet in dimension and located in the Fire Department. The Fire Chief shall designate the authorized bulletin board space and said space shall be the only space which is authorized for the posting of Association business. Materials placed on the bulletin board shall be at the discretion of Association with the understanding that materials so posted shall be for legitimate communications with its members. Said posting shall not be offensive to good taste, defamatory, involve support or opposition to candidates for political office within City government, or violate City policies regarding harassment, discrimination or retaliation. The Fire Chief, or his/her designee, shall have the right to remove any such materials upon prior notice to the Association representative. The Association shall be responsible for maintaining the bulletin board space in an orderly condition and shall promptly remove outdated materials. No other space in the Fire Station is authorized for use by the Association.

### **Section 4 Association Member's Representative**

An employee shall be allowed to designate a representative to assist said employee in: preparing and presenting grievances, preparing and processing material for disciplinary hearing, and preparing and presenting material for any legitimate employer-employee relations which representation is granted pursuant to existing law. This representative may be a member of the Association as long as the representative is not potentially involved in the matter.

### **Section 5 Representing the Association**

Subject to the needs of the Department and the approval of the Fire Chief, a designated employee representative of the Association shall be allowed: 1) reasonable release time from regularly scheduled duties to present grievances and material for disciplinary hearings on behalf of an affected employee if said employee requests said assistance, and 2) to meet with City management representative relative to matters of employer-employee relations.

### **Section 6 Chief Selection Process**

During any selection process for hiring a Fire Chief, the Association board will have the opportunity to meet with the City Manager prior to the City Manager's selection of the prospective candidate(s) to give input regarding what the Association would like to see in a new Chief.

## **Article 8 PUBLIC EMPLOYEES RETIREMENT SYSTEM**

### **Section 1 CalPERS Membership**

Consistent with the Government Code, employees who are local safety or miscellaneous members of the California Public Employees Retirement System are entitled to the benefits as indicated in the most recent amendment to the contract between the Board of Administration of CalPERS and the City Council.

## **Section 2 City Payment of Employer Contribution for CalPERS Retirement**

The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Agreement. For classic members, as defined in Section 3 of this Article, the retirement benefit is 3% at 55. For new members, as defined in Section 3 of this Article, the retirement benefit is 2.7% @ 57.

## **Section 3 Employee Contribution for CalPERS Retirement**

Classic member employees shall pay the full statutorily required amount of the employee contribution to CalPERS for classic members, which is currently 9% for Safety employees and 8% for miscellaneous employees. Classic members are those members who do not qualify as new members under Government Code section 7522.04.

Pursuant to the Public Employees' Pension Reform Act of 2013, new member employees shall pay 50% of the normal cost rate for the defined benefit plan in which the new member employee is enrolled, rounded to the nearest quarter of 1%. (Government Code section 7522.30.) New members are defined under Government Code section 7522.04.

# **Article 9 INSURANCE**

## **Section 1 Employee Insurance**

The City shall maintain the following overall level of insurance benefits for each employee covered by this memorandum of understanding. The specific coverage is subject to the provisions of the individual insurance company's master contract(s) as issued to the City of Sierra Madre for each type of insurance.

Insurance Benefits offered by the City include:

- Health Insurance
  - Dental Insurance
  - Vision Insurance
  - Life and Accidental Death Insurance (For the employee only)
- The City has participated in the CalPERS medical program since 1995 to provide health coverage for association members. Pursuant to Government Code Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA), for the calendar year beginning January 2023, the City will contribute \$151.00 for each association member towards the PERS Health Care Plan. This amount is adjusted annually.
- The City will contribute an amount over its contribution under PEMHCA (which is \$151.00 per month for the calendar year beginning January 2023). The total contribution per month, including the City's contribution under PEMHCA, shall be through an IRS Section 125 Flexible Benefit Plan (FBP) administered by either the City or its designee, and be up to a maximum of:

Employee Only	\$850.00
Employee +1	\$1,050

Family (3 plus)                      \$1,200

Effective December 1, 2023 for the monthly premiums starting on January 1, 2024, the total contribution per month shall be up to a maximum of:

Employee Only                      \$892.50  
Employee +1                         \$1,102.50  
Family (3 plus)                      \$1,260

The specific benefits are subject to change by the insurance carrier. The exact provisions governing each benefit program are contained in the Master Contract issued by the insurance carrier to the City of Sierra Madre. Refer to the certificate of coverage for a completion description of benefits and coverage. The City reserves the right to select any insurance carrier or other method of providing coverage to fund the benefits of the employees under the terms of this agreement, provided that the benefits to employees shall be not less than those in existence as if implementation of this agreement. All insurance benefits offered by the City are subject to COBRA upon an employee's resignation, retirement, or other COBRA defined event.

## **Section 2      Medical Stipend**

An employee who elects not to purchase medical, dental, and vision insurance through the City's plan and provides proof of coverage by another group insurance plan annually, will receive a medical stipend of \$325 per month. The medical stipend will not be provided for and shall not be used for the purpose of purchasing either an individual health plan or insurance on the exchange.

## **Section 3      Retiree Medical Insurance**

The City has participated in the CalPERS medical program since 1999 for members covered under these Terms and Conditions of Employment. As such, the City is obligated to contribute toward the cost of retiree medical coverage for the retiree's and spouse's lifetime so long as they remain eligible for and covered by this medical program. The City provides additional benefits based on these Terms and Conditions beyond those required under PEMHCA.

All Association members who retire from the City (including disability retirement) and continue coverage in the CalPERS medical program are eligible for the benefit provided in the PEMHCA resolutions. Those resolutions provide for the City to contribute toward retiree premiums at an unequal amount to the active employees, for 2023 this amount is \$151.00 per month. Additionally, an employee will be extended "employee only" health insurance coverage for the lowest cost plan available from the City at the time of retirement until age 65. An employee must be a minimum of age 60 on the effective date of retirement and have worked 30 years of full-time service with the City to be eligible for this coverage.

## **Article 10 UNIFORMS**

Upon hiring, the City shall provide 2 short sleeve uniform shirts, 1 long sleeve uniform shirt, 2 pair of uniform pants, 1 belt and 1 belt buckle. The City will also provide 1 Class A uniform as per Department Policy.

The City will reasonably replace uniform items on an “as needed basis” as determined by the Chief or his designee.

## **Article 11 PROBATIONARY PERIOD**

The probationary test period for all personnel hired in an entry level position shall be 12 months. Additionally, the probationary test period for promotional positions shall be 12 months. Further, the probationary test period for all lateral entry sworn personnel shall be 12 months.

In all instances, the probationary test period shall commence upon the employee being classified in the position to which the test period applies. Additionally, the probationary test period shall automatically be extended by a number of day’s equivalent to the number of workdays that the employee did not perform services during the test period. The extension applies regardless of the cause for the employee being unable to perform services. The probationary period may be extended by up to six months for any reason at the discretion of the Fire Chief. The exercise of such discretion is not subject to administrative or judicial appeal.

Although the probationary period may be extended, the employee’s anniversary date will remain the same.

## **Article 12 SENIORITY**

Seniority shall be determined based on: 1) rank, and 2) within a rank, the length of uninterrupted full-time service of the City.

## **Article 13 SHIFTS**

Fire Suppression Personnel are normally assigned shifts begin at 0700 hours. Employees will generally work eight (4), twenty-four (24) hour rotating shifts in a 12-day cycle. An employee’s regular work schedule will generally consist 56 hours per week or 2920 hours per year; all hours worked over 91 in the 12-day FLSA period will be compensated according to the FLSA. The employee’s base hourly rate shall be calculated by dividing the employee’s annual salary in the published and applicable salary matrix by 2920. For example, the Fire Captain’s base hourly rate for FY 2020/2021 is calculated as follows: \$99,168 (annual salary in the July 2020 salary matrix) ÷ 2920 (hours per year) = \$33.96/hour.

### Section 1 Shift Exchanges

Employees may voluntarily trade shifts among themselves within the policies set by the department. The Chief or his/her designee must approve the shift trade in writing. The Chief or his/her designee establishes the employees' schedules to meet the needs of the Department and therefore, shift trading is exclusively for the employees' convenience. A shift trade under this section results in one (1) employee working the shift of another employee or a portion thereof. The employee working the extra shift will receive no overtime compensation for doing so, nor will the hours be counted toward FLSA overtime.

### Section 2 Work Day

A work day shall include "roll call," two 15-minute rest periods and three 30-minute meal breaks; all on a paid status, but subject to recall. Rest Periods and breaks may be combined based on daily scheduling as determined by the Chief and/or Duty Captain. At no time during daily breaks will the on duty shift leave the station to attend to personal matters.

### Section 3 Work Period

Employees' work period shall constitute 12 calendar days per the 7(k) exemption of the Fair Labor Standards Act.

### Section 4 Pay Period

A pay period shall constitute 14 calendar days. All Fair Labor Standards Act (FLSA) overtime will be paid on every other pay period.

## Article 14 SALARY ADJUSTMENT

Upon ratification of this agreement, Sierra Madre Professional Firefighters Association members, will receive a 3.0% salary increase retroactive to July 13, 2025.

Upon ratification of this agreement, and effective July 2, 2023, Sierra Madre Professional Firefighters Association sworn members who currently maintain a valid paramedic license through the Los Angeles County Department of Health Services and approved by the Fire Chief, shall receive an additional salary adjustment:

- Firefighter/Paramedic 15%
- Fire Engineer with paramedic license 10%
- Fire Captain with paramedic license 10%.

Effective July 7, 2025, Sierra Madre Professional Firefighters Association members will receive a salary increase that is no less than the COLA as calculated by the BLS for C-CPI-U, looking back to April 2025. However, it is the intention of the City to move fire personnel closer to the market for peer agencies, and both parties should work to negotiate a salary increase that is greater than the minimum identified COLA

Reference Classification Plan and Salary Matrix under Resolution 21-15

## Section 1 Salary Adjustments

Effective July 4, 2021, and July 2, 2023, the City’s Classification Plan and Salary Matrix for full-time Fire Department employees, excluding Fire Captains governed under this Memorandum of Understanding shall be modified to reflect Table 1.1 below. Pursuant to the new salary matrix, the former Step 1 will be eliminated, and employees in the Fire Department will move down one step to the step that corresponds with the employee’s current hourly rate. For example, if an employee is in Step 2 as of June 30, 2021, effective July 3, 2022, the employee will be in Step 1. An employee who receives a meets or exceeds standard evaluation rating in his/her immediately preceding annual performance evaluation may be eligible to receive a step adjustment pursuant to Section 6, Performance Evaluation of the City’s Rules and Regulations. For example, if an employee is in Step 2 as of June 30, 2021, and receives a meet or exceeds standards evaluation rating in his/her 2021 performance evaluation, he/she may be eligible to receive a step adjustment, which, if granted, would correspond to moving up one step from Step 1 to Step 2 in the new salary matrix. If, however, an employee is in step 2 as of June 30, 2021, and receives below a meet standards evaluation rating in his/her 2020 performance evaluation, he/she would be placed in Step 1 in the new salary matrix.

The following Fire Department positions that will be modified as described above are:

- Fire Engineer
- Firefighter/Paramedic
- Single Function Firefighter
- Single Function Paramedic

Table 1.1

Range	Step 1	Step 2	Step 3	Step 4	Step 5
Current	15.00	16.00	17.00	18.00	19.00
New	16.00	17.00	18.00	19.00	20.00

Pay rate in Table 1.1 is an example and does not reflect the current Classification Plan & Salary Matrix.

Effective July 3, 2022, association members, excluding Fire Captains, will receive 12.5% salary adjustment.

Effective July 13, 2024, all association members, will receive 5.5% salary adjustment.

## Article 15 OVERTIME

The Fire Chief may require employees in the Fire Department to work at any other time other than during regular working hours until such work is accomplished. Employees working a special detail, including but not limited to required training, inspections, investigations, administrative meetings, depositions, court appearances and special event standby, will be paid their hourly rate until such time that an employee works more than 91 hours in a 12-day work period.

Overtime shall be paid in accordance with the Federal Fair Labor Standards Act ("Act") and specifically in accordance with the partial overtime exemption of Section 7(k) of the Act. In determining an employee's eligibility for overtime compensation in a work period, paid leaves of absence and unpaid leaves of absence shall be excluded from the total hours worked. Paid leaves of absence include, but are not limited to, the following:

- Vacation Leave
- Holiday Leave
- Sick Leave
- Administrative Leave
- Compensatory Leave
- Worker's Compensation Leave
- 4850 Time
- Jury Duty
- Bereavement Leave
- Military Leave

Overtime will be paid at a rate of one and one half after an employee has worked 182 hours in a 24-day work period.

## **Article 16 ADDITIONAL COMPENSATION**

### **Section 1 Good Driving Incentive**

Employees covered under this MOU who obtain and maintain a valid Class A, B, or C with Endorsement (equivalent to a Class B license), and have held the position of Engineer with the City of Sierra Madre Fire Department, or have passed the current Engineer exam of the City, will receive \$350 at the end of each calendar year, so long as the employee has not been involved in any preventable driving accidents or violations.

### **Section 2 Qualified Engineer Bonus**

For members covered under this memorandum of understanding that pass the current Engineer exam of the City are eligible for a one-time bonus of \$500. This is a one-time pay and is not reoccurring. The bonus will be paid on the payroll following receipt of the required certificate.

### **Section 3 Longevity Pay**

Longevity Pay recognizes City service, and shall be exclusive of all other premiums and other pays, and shall be established for all full-time employees represented by this MOU. A one-time "Longevity Pay Bonus" will be paid at the employee's current base annual rate at the time the employee became eligible. For example, if an employee reached their 10 eligible years of service on August 1, 2020, then a one-time Longevity Pay Bonus for 10 years of service will be paid at the employee's base annual rate as of August 1, 2020. The Longevity Pay Bonus is a one-time pay that is paid upon reaching the eligible years of service stated below; and is not paid on an annual basis.

The Longevity Pay shall be paid in the pay period following the employee's qualifying anniversary date of eligibility in employment status that follows July 1, 2020. For example, if an employee

reached their 10 eligible years of service prior to July 1, 2020, they are not eligible to receive Longevity Pay until reaching 15 years of service. Should the employee reach 15 eligible years of service on or after July 1, 2020, then the employee receives the Longevity Pay for 15 eligible years of service in the pay period following the employee’s qualifying anniversary date for 15 eligible years of service. Any Association member’s time in part-time status with the City will be included as time employed with the City for the purpose of eligible years of service for Longevity Pay.

Longevity Pay will be issued each year of service as follows:

<b>Eligible Years of Service</b>	<b>Longevity Pay</b>
10	2.5%
15	2.5%
20	2.5%
25	2.5%
30	2.5%
35	2.5%
40	2.5%

#### **Section 4 Additional Assignments and Pay**

Sworn fire personnel may be assigned to no more than two positional duties listed below, and will receive a \$100 stipend for each of the two assigned duties. Therefore, sworn fire personnel may not receive more than \$200 in total in relation to this additional assignment pay. The Fire Chief will make said appointments for existing personnel and the individual shall serve at the pleasure of the Chief.

Types of assignments:

1. Paramedic Coordinator
2. EOC Coordinator

The Fire Chief may from time-to-time, through the City budget process, eliminate assignments or create other additional assigned positional duties.

#### **Section 5 Paramedic License Incentive**

Effective July 2, 2023, the Paramedic License Incentive pay is no longer applicable.

#### **Section 6 Foreign Language Bonus**

For members covered under this agreement that are proficient to assist in a foreign language or sign language may be eligible for a one-time Foreign Language Bonus of \$750. The bonus will be paid on a single date during the fiscal year following the fiscal year when the member becomes eligible; and the bonus is not annual or recurring. In order to earn the stipend, the member must pass a test, agreed upon between the Association and the City Manager, for reading and writing in the foreign language or demonstrate the ability to communicate using sign language Eligibility is limited to the following languages:

- Spanish
- Chinese
- American Sign Language (ASL)

### **Section 7 Movie Detail**

Employees covered under this MOU who meet the requirements to serve as a Fire Safety Officer for movie details shall be paid at the rate established by the City of Sierra Madre Fee Schedule as adopted by the City Council. Movie detail time is not counted as “time worked” towards an employee’s FLSA time.

### **Section 8 Annual Medical Screening Program**

There shall be an annual voluntary medical screening program to promote early detection and prevention of health risks. All unit members shall be eligible to participate.

Examinations shall be administered on duty through a mutually agreed-upon medical provider. All medical findings shall be provided directly to the member and maintained in strict confidence in accordance with state and federal law, including HIPAA. Medical results shall not be used for disciplinary, promotional, or employment determination purposes.

Further details of the program are outlined in the Department Policy Manual. Any changes shall be subject to a meet and confer process between the City and the Association.

## **Article 17 SICK LEAVE**

Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease, illness or injury of a member of the employee’s immediate family requiring the employee’s attendance and medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the workday.

An employee’s immediate family shall consist of the employee’s spouse or domestic partner, children, step-children, the employee’s, the spouse’s, or the domestic partner’s, mother, father, brother, sister, grandchildren or grandparents or other members of the employee’s family residing in the employee’s home or other member of the employee’s family primarily dependent upon the employee.

### **Section 1 Sick Leave Use**

An employee may be granted sick leave only in case of actual sickness as defines above or as otherwise required by law. In the event that an employee or a member of the employee’s immediate family recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within one hour of the time established at the beginning of the employee’s workday,

unless the City determines that the employee's duties require more restrictive reporting. Additionally, each department may have its own guidelines for reporting in sick. Failure to provide notice without good cause shall result in that day of absence being treated as leave of absence without pay.

If the employee is absent on sick leave for more than one day the employee shall keep their immediate supervisor informed as to the date the employee expects to return to work.

Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury or disability purposefully self-inflicted or caused by willful misconduct.

Sick leave shall not be granted to any employee absent from duty after separation from City service or during a City authorized leave of absence without pay or any other absence form duty not authorized by the City.

Sick leave shall not be granted to an employee to permit the extension of the employee's vacation.

The City may require a physician's certification at any time as to the sickness or injury of the employee or their intermediate family member and the date of the employee's intended return to work.

Employees will not be permitted to use vacation or other leave in lieu of sick leave unless approved by the Personnel Officer.

## **Section 2 Sick Leave Accrual**

Employees shall accrue 5.5 hours of sick leave per pay period for a total of 144 hours (6 shifts) per year. Sick leave may be accrued to a maximum of 2,000 hours. Employee shall have no financial claim to reimbursement for unused sick leave upon leaving City employment, except as follows as what is set forth in Section 5 of the City's Rules and Regulations.

Sick leave granted by the City and used by an employee shall be deducted from the employee's Accrued sick leave balance.

Sick leave shall not be accrued by an employee absent from duty after separation from the City Service or during a City authorized leave of absence without pay, or any other absence from duty Not authorized by the City.

## **Article 18 VACATION LEAVE**

Full-time employees are entitled to annual vacation leave with pay. Vacation leave shall be earned from the first day of probationary employment and may be used only as it is earned. Requests for vacation leave exceeding the amount of leave will require the prior approval of the Personnel Officer.

## Section 1 Vacation Leave Accrual

Every full-time probationary and regular employee shall accrue paid vacation leave per payroll period as follows:

<u>Length of Service</u>	<u>Service Years</u>	<u>Per Payroll</u>	<u>Annually</u>
0 - 48 months	1 – 4	5.53 hours	144 hours – (6 shifts)
49 - 119 months	5-9	7.38 hours	168 hours – (8 shifts)
120 - 179 months	10-14	8.30 hours	216 hours - (9 shifts)
180 - 239 months	15-19	9.23 hours	240 hours – (10 shifts)
240 – and above	20 & over	10.15 hours	264 hours – (11 shifts)

Vacation shall accrue bi-weekly on a pro rata basis and increases shall occur at the beginning of the month.

## Section 2 Accumulated Vacation

Employees may accumulate up to a total of 135 hours vacation time, not including the current year’s allocation, of any given year. For example, if an employee’s annual accrual is 144 hours annually, the employee may accumulate 144 hours + 135 hours, up to 279 hours. This employee will cease to accumulate any vacation leave over 279 hours.

After 144 hours of Vacation Leave have been taken in a 12-month period, the employee may request payment in cash at the employee’s regular hourly rate, as long as 40 hours of vacation leave remains on the books.

## Article 19 HOLIDAY LEAVE

On July 1 of each year, or prorated thereto, each employee will be granted 104 hours of Holiday Leave. A *Request for Leave of Absence* form shall be submitted fifteen working days prior to any use of holiday leave. The balance of any Holiday Leave will be automatically cashed out at the employee’s regular hourly rate on final full payroll in the fiscal year on the regular paycheck for that pay period. This leave may not be cashed out at any other time during the fiscal year.

## Article 20 JURY LEAVE AND COURT APPEARANCES

Every employee who is called or required to serve as a juror shall be entitled to be absent from his/her duties during the period of such service. Unless otherwise stated in an applicable MOU, there is no limit to the amount of time employees may serve on jury duty. The City will continue to pay an employee his/her regular salary for up to 20 working days so long as proof of services is submitted within five calendar days. After the 20 paid working days of jury leave has been exhausted, jury leave shall be unpaid. Employees are entitled to retain any mileage reimbursement received in connection with jury duty service. If any employee is released from jury duty service prior to the end of his/her normal workday/ scheduled shift, the employee must report to work unless otherwise authorized by his/her supervisor.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which arose in the course and scope of his/her City employment shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to

his/her official capacity as a City employee shall be permitted time off without pay or, if the employee chooses, to use accrued non-sick leaves for this purpose.

### **Article 21 LIGHT DUTY**

At the discretion of the Department, a limited number of temporary light duty positions may be identified. The Department may assign employees injured on duty to light duty positions. The Department has the discretion to consider approving requests that involve off-duty injuries for light duty positions; however, on-duty or industrial injuries will take precedence.

Light duty assignments will be limited to 90 calendar days. The Personnel Officer may approve a one-time extension of that time frame where circumstances warrant. If an extension is granted, it does not create a permanent light duty position, but is intended solely to reasonably accommodate an employee on a temporary basis.

If the Chief determines that the department is unable to accommodate the restrictions, the employee will be subject to the City's Transitional Return to Work Policy.

### **Article 22 OUTSIDE EMPLOYMENT**

No full-time employee shall engage in any outside employment without first obtaining permission of the Personnel Officer or his/her designee, Fire Chief, and Human Resources Manager prior to the commencement of employment. Once permission is granted, the employee must again request permission annually on January 1<sup>st</sup> of each year. The request for outside employment must be done in writing and it must be completed for any outside employment regardless of length or classification of employment. The Personnel Officer or his/her designee the Fire Chief may deny permission to an employee to engage in any outside employment which is incompatible with City employment as described in Government Code section 1126 or if the Chief determines that the outside employment would render the employee incapable of, or less effective in performing his/her duties as an employee of the City. Failure of any employee to obtain prior written approval of the Chief is grounds for discipline, up to and including termination.

### **Article 23 GRIEVANCE PROCEDURE**

The grievance procedure set forth in Section 23 (Grievance Procedure) of the City's Rules and Regulations shall govern grievances.

### **Article 24 DISCIPLINARY ACTION**

The disciplinary action procedure set forth in Section 24 (Disciplinary Action) of the City's Rules and Regulations shall govern disciplinary actions.

## **Article 25 Supplemental Procedures for Appeal by Firefighters of Punitive Action Under the Firefighters Procedural Bill of Rights Act**

The following appeals procedures were adopted pursuant to Government Code section 3254.5 of the Firefighters Procedural Bill of Rights Act (the Act) and shall apply to any administrative appeal of a punitive action that is required to be afforded to a firefighter under the Act. The procedures supplement any requirements of section 2.68 (Standard Appeal Procedure) of the City Municipal Code and the MOU. Only firefighters (as defined below) are afforded the rights delineated below.

### **Section 1 Definitions**

Firefighter means an employee who is considered a “firefighter” under Government Code § 3251(a).

Punitive Action means any action defined by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”

### **Section 2 Appeal of a Punitive Action Not Involving Discharge, Demotion, or Suspension of a Firefighter**

Pursuant to Government Code section 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a discharge, demotion or suspension.

#### *Notice of Appeal*

Within five (5) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the City Manager in writing of the firefighter’s intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

#### *Presiding Officer*

In an informal hearing, the City Manager or his/her designee shall be the presiding officer. The City Manager or his/her designee shall conduct the informal hearing in accordance with these procedures. In such cases, the determination of the City Manager shall be final and binding.

#### *Burden of Proof*

The City shall bear the burden of proof at the hearing.

If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The City’s burden of proof shall be satisfied if the City establishes by a preponderance of the evidence that the action was reasonable. The City’s burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.

If the punitive action involves charges of misconduct, the City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge and that the punitive action was reasonable under the circumstances.

#### *Conduct of Hearing*

The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

The parties may present opening statements.

The parties may present evidence through documents and testimony.  
Witnesses shall testify under oath.

Subpoenas may be issued pursuant to Government Code §§ 11450.05 - 11450.50.

Unless the punitive action involves a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the hearing officer.

#### *Recording of the Hearing*

If the punitive action involves the loss of compensation, then the hearing may be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

#### *Representation*

The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.

#### *Decision*

The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

### Section 3 Appeal of a Disciplinary Decision Involving Discharge, Demotion, or Suspension of a Firefighter

In those instances, where the procedures in Government Code §§ 11400, et seq. are inapplicable to an administrative appeal, the administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

#### *Notice of Discipline as Accusation*

The final notice of discipline which is issued at the conclusion of any pre-disciplinary procedures shall serve as the accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq.

Pursuant to Government Code § 3254, subsection (f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq. The notice shall include a post card or other form entitled Notice of Defense which, when signed, will acknowledge service of the accusation and constitute notice of defense under Government Code § 11506.

The accusation shall include or be accompanied by a statement to respondent (firefighter) stating that the respondent may request a hearing by filing a notice of defense as provided in Government Code § 11506 within 15 days after service of the Accusation, and that failure to do so will constitute a waiver of the respondent's right to a hearing. The statement to respondent shall be prepared in conformity with the requirements of Government Code § 11505.

A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code shall be provided to the firefighter concurrently with the notice of discipline.

#### *Administrative Law Judge*

Pursuant to Government Code § 11512, the City has determined that appeals shall be heard by the City Council or a designated mutually agreed upon advisory hearing officer with an administrative law judge presiding over the hearing. The administrative law judge shall rule on the admission and exclusion of evidence and advise on matters of law. The City Council or the mutually agreed upon advisory hearing officer shall exercise all other powers relating to the conduct of the hearing.

#### *Time and Place of Hearing*

Pursuant to Government Code § 11508, unless otherwise decided by the City Council, a hearing shall be conducted at City Hall or another location designated by the City Council, at a time to be determined by the City Council.

#### *Notice of the Hearing*

Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.

*Burden of Proof*

The burdens of proof and production of evidence shall be borne by the City. The standard of proof shall be by a preponderance of the evidence.

*Judicial Review*

Judicial review of the City Council's decision (or that of the mutually agreed upon advisory hearing officer) may be had pursuant to Government Code § 11523.

**Article 26 AGREEMENT, MODIFICATION, WAIVER**

No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing and affixed hereto by all-parties and approved by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**Article 27 PROVISIONS OF LAW**

This agreement is subject to all future and current applicable Federal and State laws and regulations.

If any part or provision of this Agreement is in conflict with such applicable provisions of Federal and State laws and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of the provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Agreement shall not be affected.

The Association and/or the City shall have the right to meet and confer within 30 days concerning said section. This Agreement shall supersede all City rules or ordinances which are in conflict with the Agreement.

Current rules, regulations, and ordinances of the City that do not deal with matters covered by this Agreement shall remain in full force and effect.

**Article 28 EFFECT**

This Agreement shall remain in full force and effect until a new Memorandum of Understanding is negotiated by the City and Association and said Memorandum of Understanding has been approved and ratified by both the Association and the City.

In exercising the above rights, the City shall comply with all applicable provisions of this Agreement. In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of the Agreement and all applicable State laws.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed this 24th day of October, 2025:

Sierra Madre Professional Firefighters  
Association Representatives:

City of Sierra Madre Management  
Representatives:

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David Gacad, Association President

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Michael Bruckner, City Manager

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Jacob Knapp, Association Vice President

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Chris Bertrand, Association Secretary &  
Treasurer

Salary Matrix - Executive Management

Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
39	Fire Chief	Annual Salary \$ 143,229 Hourly \$ 68.86	\$ 146,806 \$ 70.58	\$ 150,467 \$ 72.34	\$ 154,232 \$ 74.15	\$ 158,080 \$ 76.00	\$ 162,032 \$ 77.90	\$ 166,088 \$ 79.85	\$ 170,248 \$ 81.85	\$ 174,491 \$ 83.89	\$ 178,859 \$ 85.99
40	Utilities Director Administrative Services Director/City Clerk Planning & Community Preservation Director	Annual Salary \$ 133,910 Hourly \$ 64.38	\$ 137,238 \$ 65.98	\$ 140,670 \$ 67.63	\$ 144,186 \$ 69.32	\$ 147,805 \$ 71.06	\$ 151,486 \$ 72.83	\$ 155,293 \$ 74.66	\$ 159,162 \$ 76.52	\$ 163,134 \$ 78.43	\$ 167,232 \$ 80.40
43	Police Chief	Annual Salary \$ 143,229 Hourly \$ 68.86	\$ 146,806 \$ 70.58	\$ 150,467 \$ 72.34	\$ 154,232 \$ 74.15	\$ 158,080 \$ 76.00	\$ 162,032 \$ 77.90	\$ 166,088 \$ 79.85	\$ 170,248 \$ 81.85	\$ 174,491 \$ 83.89	\$ 178,859 \$ 85.99
44	Finance Director	Annual Salary \$ 148,158 Hourly \$ 71.23	\$ 151,882 \$ 73.02	\$ 155,667 \$ 74.84	\$ 159,557 \$ 76.71	\$ 163,550 \$ 78.63	\$ 167,648 \$ 80.60	\$ 171,829 \$ 82.61	\$ 176,134 \$ 84.68	\$ 180,523 \$ 86.79	\$ 185,037 \$ 88.96
406	Library Services Director	Annual Salary \$ 82,618 Hourly \$ 39.72	\$ 84,677 \$ 40.71	\$ 86,798 \$ 41.73	\$ 88,962 \$ 42.77	\$ 91,187 \$ 43.84	\$ 93,475 \$ 44.94	\$ 95,805 \$ 46.06	\$ 98,197 \$ 47.21	\$ 100,651 \$ 48.39	\$ 103,168 \$ 49.60
46	Assistant City Manager	Annual Salary \$ 138,798 Hourly \$ 66.73	\$ 145,746 \$ 70.07	\$ 153,026 \$ 73.57	\$ 160,680 \$ 77.25	\$ 168,730 \$ 81.12	\$ 177,154 \$ 85.17	\$ 186,014 \$ 89.43	\$ 195,312 \$ 93.90	\$ 205,088 \$ 98.60	\$ 215,342 \$ 103.53
405	Public Works Director / Civil Engineer	Annual Salary \$ 167,232 Hourly \$ 80.40	\$ 171,413 \$ 82.41	\$ 175,698 \$ 84.47	\$ 180,086 \$ 86.58	\$ 184,600 \$ 88.75	\$ 189,218 \$ 90.97	\$ 193,939 \$ 93.24	\$ 198,786 \$ 95.57	\$ 203,757 \$ 97.96	\$ 208,853 \$ 100.41

Amended Range 39 - effective July 2, 2023 - Resolution 23-54

Amended Range 40 - effective July 1, 2025 - Resolution 25-36

Added Range 405 - Effective October 28, 2025 Resolution 25-64

Salary Matrix  
Confidential-Exempt - I

Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
22	Assistant to the City Manager	Annual Salary \$ 69,950	\$ 71,698	\$ 73,507	\$ 75,338	\$ 77,230	\$ 79,144	\$ 81,120	\$ 83,158	\$ 85,238	\$ 87,360
		Hourly \$ 33.63	\$ 34.47	\$ 35.34	\$ 36.22	\$ 37.13	\$ 38.05	\$ 39.00	\$ 39.98	\$ 40.98	\$ 42.00
25	Water Superintendent	Annual Salary \$ 81,598	\$ 83,637	\$ 85,738	\$ 87,880	\$ 90,064	\$ 92,331	\$ 94,640	\$ 96,990	\$ 99,424	\$ 101,899
		Hourly \$ 39.23	\$ 40.21	\$ 41.22	\$ 42.25	\$ 43.30	\$ 44.39	\$ 45.50	\$ 46.63	\$ 47.80	\$ 48.99
26	Human Resources Manager Accounting Manager Senior Planner Administrative Services Manager/City Clerk	Annual Salary \$ 92,144	\$ 94,432	\$ 96,803	\$ 99,216	\$ 101,712	\$ 104,250	\$ 106,850	\$ 109,533	\$ 112,258	\$ 115,066
		Hourly \$ 44.30	\$ 45.40	\$ 46.54	\$ 47.70	\$ 48.90	\$ 50.12	\$ 51.37	\$ 52.66	\$ 53.97	\$ 55.32
28	Community Services Manager Library Services Manager/City Librarian	Annual Salary \$ 82,618	\$ 84,677	\$ 86,798	\$ 88,962	\$ 91,187	\$ 93,475	\$ 95,805	\$ 98,197	\$ 100,651	\$ 103,168
		Hourly \$ 39.72	\$ 40.71	\$ 41.73	\$ 42.77	\$ 43.84	\$ 44.94	\$ 46.06	\$ 47.21	\$ 48.39	\$ 49.60
29	Planning Manager Finance and Budget Manager IT Manager	Annual Salary \$ 118,955	\$ 121,930	\$ 124,966	\$ 128,086	\$ 131,290	\$ 134,576	\$ 137,946	\$ 141,398	\$ 144,934	\$ 148,554
		Hourly \$ 57.19	\$ 58.62	\$ 60.08	\$ 61.58	\$ 63.12	\$ 64.70	\$ 66.32	\$ 67.98	\$ 69.68	\$ 71.42
30	Public Works/Utilities Manager	Annual Salary \$ 89,565	\$ 91,790	\$ 94,099	\$ 96,450	\$ 98,862	\$ 101,338	\$ 103,854	\$ 106,454	\$ 109,117	\$ 111,842
		Hourly \$ 43.06	\$ 44.13	\$ 45.24	\$ 46.37	\$ 47.53	\$ 48.72	\$ 49.93	\$ 51.18	\$ 52.46	\$ 53.77
38	Administrative Fire Captain	Annual Salary \$ 75,733	\$ 77,626	\$ 79,560	\$ 81,557	\$ 83,595	\$ 85,696	\$ 87,838	\$ 90,022	\$ 92,269	\$ 94,578
		Hourly \$ 36.41	\$ 37.32	\$ 38.25	\$ 39.21	\$ 40.19	\$ 41.20	\$ 42.23	\$ 43.28	\$ 44.36	\$ 45.47
41	Police Captain	Annual Salary \$ 136,219	\$ 139,610	\$ 143,104	\$ 146,682	\$ 150,363	\$ 154,107	\$ 157,955	\$ 161,907	\$ 165,963	\$ 170,102
		Hourly \$ 65.49	\$ 67.12	\$ 68.80	\$ 70.52	\$ 72.29	\$ 74.09	\$ 75.94	\$ 77.84	\$ 79.79	\$ 81.78
42	Deputy Fire Chief - Community Risk Reduction Officer	Annual Salary \$ 137,800	\$ 141,253	\$ 144,768	\$ 148,387	\$ 152,110	\$ 155,917	\$ 159,806	\$ 163,800	\$ 167,898	\$ 172,099
		Hourly \$ 66.25	\$ 67.91	\$ 69.60	\$ 71.34	\$ 73.13	\$ 74.96	\$ 76.83	\$ 78.75	\$ 80.72	\$ 82.74

July 13, 2021 Resolution 21-46 Amendment to Confidential-Exempt positions  
 Water Superintendent ONLY - Amended on February 27, 2024 Resolution 25-14  
 October 27, 2024 Resolution 24-63 Amendment to Confidential-Exempt positions  
 Added Range 30 Public Works/Utilities Manager  
 Added Range 38 Administrative Fire Captain  
 Suspended Civil Engineer/Deputy Director (Range 33)  
 Added Range 42 - Deputy Fire Chief - Community Risk Reduction Officer

Salary Matrix  
Confidential-Exempt - IIJuly 13, 2025  
Fiscal Year 2025-26

Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
21	Annual Salary	\$ 71,240	\$ 73,008	\$ 74,838	\$ 76,710	\$ 78,624	\$ 80,600	\$ 82,618	\$ 84,677	\$ 86,798	\$ 88,962
	Hourly	\$ 34.25	\$ 35.10	\$ 35.98	\$ 36.88	\$ 37.80	\$ 38.75	\$ 39.72	\$ 40.71	\$ 41.73	\$ 42.77
37	Annual Salary	\$ 68,619	\$ 70,325	\$ 72,093	\$ 73,882	\$ 75,733	\$ 77,626	\$ 79,581	\$ 81,557	\$ 83,595	\$ 85,696
	Hourly	\$ 32.99	\$ 33.81	\$ 34.66	\$ 35.52	\$ 36.41	\$ 37.32	\$ 38.26	\$ 39.21	\$ 40.19	\$ 41.20
23	Annual Salary	\$ 50,856	\$ 52,146	\$ 53,435	\$ 54,766	\$ 56,139	\$ 57,554	\$ 58,989	\$ 60,466	\$ 61,984	\$ 63,523
	Hourly	\$ 24.45	\$ 25.07	\$ 25.69	\$ 26.33	\$ 26.99	\$ 27.67	\$ 28.36	\$ 29.07	\$ 29.80	\$ 30.54
24	Annual Salary	\$ 68,619	\$ 70,325	\$ 72,093	\$ 73,882	\$ 75,733	\$ 77,626	\$ 79,581	\$ 81,557	\$ 83,595	\$ 85,696
	Hourly	\$ 32.99	\$ 33.81	\$ 34.66	\$ 35.52	\$ 36.41	\$ 37.32	\$ 38.26	\$ 39.21	\$ 40.19	\$ 41.20
47	Annual Salary	\$ 72,093	\$ 73,902	\$ 75,754	\$ 77,646	\$ 79,581	\$ 81,578	\$ 83,616	\$ 85,696	\$ 87,838	\$ 90,043
	Hourly	\$ 34.56	\$ 35.53	\$ 36.42	\$ 37.33	\$ 38.26	\$ 39.22	\$ 40.20	\$ 41.20	\$ 42.23	\$ 43.29
48	Annual Salary	\$ 75,733	\$ 77,626	\$ 79,560	\$ 81,557	\$ 83,595	\$ 85,696	\$ 87,838	\$ 90,022	\$ 92,269	\$ 94,578
	Hourly	\$ 36.41	\$ 37.32	\$ 38.25	\$ 39.21	\$ 40.19	\$ 41.20	\$ 42.23	\$ 43.28	\$ 44.36	\$ 45.47
32	Annual Salary	\$ 89,565	\$ 91,790	\$ 94,099	\$ 96,450	\$ 98,862	\$ 101,338	\$ 103,854	\$ 106,454	\$ 109,117	\$ 111,842
	Hourly	\$ 43.06	\$ 44.13	\$ 45.24	\$ 46.37	\$ 47.53	\$ 48.72	\$ 49.93	\$ 51.18	\$ 52.46	\$ 53.77
31	Annual Salary	\$ 125,986	\$ 129,126	\$ 132,350	\$ 135,678	\$ 139,069	\$ 142,542	\$ 146,099	\$ 149,760	\$ 153,504	\$ 157,331
	Hourly	\$ 60.57	\$ 62.08	\$ 63.63	\$ 65.23	\$ 66.86	\$ 68.53	\$ 70.24	\$ 72.00	\$ 73.80	\$ 75.64
34	Annual Salary	\$ 46,862	\$ 48,027	\$ 49,234	\$ 50,461	\$ 51,709	\$ 52,998	\$ 54,330	\$ 55,702	\$ 57,075	\$ 58,510
	Hourly	\$ 22.53	\$ 23.09	\$ 23.67	\$ 24.26	\$ 24.86	\$ 25.48	\$ 26.12	\$ 26.78	\$ 27.44	\$ 28.13
35	Annual Salary	\$ 77,251	\$ 79,186	\$ 81,162	\$ 83,200	\$ 85,280	\$ 87,402	\$ 89,586	\$ 91,832	\$ 94,120	\$ 96,491
	Hourly	\$ 37.14	\$ 38.07	\$ 39.02	\$ 40.00	\$ 41.00	\$ 42.02	\$ 43.07	\$ 44.15	\$ 45.25	\$ 46.39
36	Annual Salary	\$ 69,514	\$ 71,261	\$ 73,029	\$ 74,859	\$ 76,731	\$ 78,645	\$ 80,621	\$ 82,638	\$ 84,698	\$ 86,819
	Hourly	\$ 33.42	\$ 34.26	\$ 35.11	\$ 35.99	\$ 36.89	\$ 37.81	\$ 38.76	\$ 39.73	\$ 40.72	\$ 41.74

Amended July 9, 2024 - Resolution 24-49  
Amended October 22, 2024 - Resolution 24-63  
Added Senior Management Analyst to Range 32

Salary Matrix  
Classified Employees Association

Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5
1	Administrative Clerk	\$ 45,448	\$ 47,715	\$ 50,107	\$ 52,603	\$ 55,224
	Customer Service Representative					
	Recreation Coordinator	\$ 21.85	\$ 22.94	\$ 24.09	\$ 25.29	\$ 26.55
	Library Technician Maintenance Worker I					
3	Administrative Aide	\$ 50,066	\$ 52,562	\$ 55,203	\$ 57,970	\$ 60,861
		\$ 24.07	\$ 25.27	\$ 26.54	\$ 27.87	\$ 29.26
4	Leadworker	\$ 51,376	\$ 53,934	\$ 56,638	\$ 59,467	\$ 62,442
	Library Technician II	\$ 24.70	\$ 25.93	\$ 27.23	\$ 28.59	\$ 30.02
5	Supervisor/Foreman	\$ 55,598	\$ 58,365	\$ 61,298	\$ 64,355	\$ 67,579
		\$ 26.73	\$ 28.06	\$ 29.47	\$ 30.94	\$ 32.49
6	Account Technician	\$ 55,286	\$ 58,053	\$ 60,965	\$ 64,002	\$ 67,205
	Human Resources Technician Permit Technician	\$ 26.58	\$ 27.91	\$ 29.31	\$ 30.77	\$ 32.31
8	Utility Account Specialist	\$ 65,395	\$ 68,661	\$ 72,093	\$ 75,691	\$ 79,477
		\$ 31.44	\$ 33.01	\$ 34.66	\$ 36.39	\$ 38.21
9	Associate Librarian	\$ 68,390	\$ 71,802	\$ 75,400	\$ 79,165	\$ 83,117
		\$ 32.88	\$ 34.52	\$ 36.25	\$ 38.06	\$ 39.96
11	Maintenance Worker II	\$ 50,086	\$ 52,603	\$ 55,224	\$ 57,990	\$ 60,882
		\$ 24.08	\$ 25.29	\$ 26.55	\$ 27.88	\$ 29.27
15	Accountant	\$ 70,574	\$ 74,090	\$ 77,813	\$ 81,702	\$ 85,779
		\$ 33.93	\$ 35.62	\$ 37.41	\$ 39.28	\$ 41.24
20	Fleet Mechanic	\$ 54,184	\$ 56,888	\$ 59,738	\$ 62,712	\$ 65,853
		\$ 26.05	\$ 27.35	\$ 28.72	\$ 30.15	\$ 31.66
120	Code Enforcement Officer	\$ 72,675	\$ 76,294	\$ 80,122	\$ 84,115	\$ 88,338
		\$ 34.94	\$ 36.68	\$ 38.52	\$ 40.44	\$ 42.47
121	Planning Technician	\$ 70,574	\$ 74,090	\$ 77,813	\$ 81,702	\$ 85,779
		\$ 33.93	\$ 35.62	\$ 37.41	\$ 39.28	\$ 41.24

Effective Date: July 14, 2024: Resolution 23-63

Salary Matrix  
Classified Employees Association (Utilities)

Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	
2	Water Pump Operator I	Annual Salary	\$ 58,136	\$ 61,048	\$ 64,106	\$ 67,309	\$ 70,678
		Hourly	\$ 27.95	\$ 29.35	\$ 30.82	\$ 32.36	\$ 33.98
18	Water Pump Operator II	Annual Salary	\$ 64,106	\$ 67,309	\$ 70,678	\$ 74,214	\$ 77,917
		Hourly	\$ 30.82	\$ 32.36	\$ 33.98	\$ 35.68	\$ 37.46
7	Water Lead Worker/Sewer Lead Worker	Annual Salary	\$ 69,014	\$ 72,467	\$ 76,086	\$ 79,893	\$ 83,886
		Hourly	\$ 33.18	\$ 34.84	\$ 36.58	\$ 38.41	\$ 40.33
16	Utility Service Worker	Annual Salary	\$ 55,411	\$ 58,178	\$ 61,090	\$ 64,126	\$ 67,350
		Hourly	\$ 26.64	\$ 27.97	\$ 29.37	\$ 30.83	\$ 32.38
17	Water Foreman Sewer Foreman	Annual Salary	\$ 72,446	\$ 76,086	\$ 79,893	\$ 83,886	\$ 88,067
		Hourly	\$ 34.83	\$ 36.58	\$ 38.41	\$ 40.33	\$ 42.34

Effective Date: July 14, 2024: Resolution 23-63

Salary Matrix  
Professional Firefighters Association

Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5
201	Fire Captain Annual Salary Hourly	\$ 109,065 \$ 37.35	\$ 114,526 \$ 39.22	\$ 120,249 \$ 41.18	\$ 126,235 \$ 43.23	\$ 132,572 \$ 45.40
209	Fire Captain/ Paramedic Annual Salary Hourly	\$ 119,957 \$ 41.08	\$ 125,943 \$ 43.13	\$ 132,250 \$ 45.29	\$ 138,850 \$ 47.55	\$ 145,800 \$ 49.93
204	Engineer Annual Salary Hourly	\$ 94,319 \$ 32.30	\$ 99,049 \$ 33.92	\$ 103,984 \$ 35.61	\$ 109,182 \$ 37.39	\$ 114,642 \$ 39.26
210	Engineer / Paramedic Annual Salary Hourly	\$ 103,780 \$ 35.54	\$ 108,948 \$ 37.31	\$ 114,409 \$ 39.18	\$ 120,132 \$ 41.14	\$ 126,118 \$ 43.19
203	Firefighter/Paramedic Annual Salary Hourly	\$ 98,407 \$ 33.70	\$ 103,342 \$ 35.39	\$ 108,510 \$ 37.16	\$ 113,912 \$ 39.01	\$ 119,606 \$ 40.96
206	Single-Function Firefighter Annual Salary Hourly	\$ 71,308 \$ 24.42	\$ 74,871 \$ 25.64	\$ 78,609 \$ 26.92	\$ 82,551 \$ 28.27	\$ 86,668 \$ 29.68
208	Single-Function Paramedic Annual Salary Hourly	\$ 71,308 \$ 24.42	\$ 74,871 \$ 25.64	\$ 78,609 \$ 26.92	\$ 82,551 \$ 28.27	\$ 86,668 \$ 29.68

Effective Date: July 14, 2024 - Resolution 20-19



# City of Sierra Madre AGENDA REPORT

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Anthony Rainey, Finance Director  
Selena Yang, Senior Accountant

REVIEWED BY: Michael Bruckner, City Manager

DATE: October 28, 2025

**SUBJECT: AB 1600 MITIGATION FEE ACT COMPLIANCE REPORT**

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## **STAFF RECOMMENDATION**

It is recommended that the City Council receive and file the Fiscal Year 2024–2025 AB 1600 Mitigation Fee Act Compliance Report (Attachment A) and direct staff to post the report in accordance with the requirements of California Government Code § 66006(b), that governs the annual reporting and public availability of development impact fee information.

## **ALTERNATIVES**

1. Receive and file the report
2. The City Council provide direction to staff regarding the Update.

## **EXECUTIVE SUMMARY**

The annual AB 1600 Mitigation Fee Act Compliance Report provides required disclosure of development impact fee activity. For FY 2024–2025, no new impact fees were collected. Interest earnings accrued across funds; project spending occurred in the Library and Parks/Quimby funds; and all funds remain restricted for growth-related capital needs. Ending balances as of June 30, 2025 (except Sewer per the report) are summarized in the Analysis section.

## **ANALYSIS**

Cities and counties commonly charge fees on new development projects to fund public improvements, public amenities, and public services. For example, traffic mitigation fees are used to support transit facilities, streets, bike lanes, and sidewalks. These fees, commonly referred to as Development Impact Fees or Developer Fees, ensure that new development contributes its fair

share toward infrastructure and service demands created by growth.

In 1989, the California State Legislature enacted Assembly Bill 1600 (AB 1600), which added Section 66000 et seq. to the California Government Code, is collectively known as the Mitigation Fee Act. This law establishes the procedural and reporting requirements local governments must follow when collecting and expending development impact fees to offset the cost of constructing public facilities related to development projects. Government Code Sections 66000–66003 apply to all developer fees established, increased, or imposed on or after January 1, 1989.

Under the Act, local agencies must prepare and approve an annual AB 1600 Mitigation Fee Act Compliance Report within 180 days after the end of each fiscal year - by December 31, 2025 for the Fiscal Year 2024–2025 period. This report discloses the beginning and ending balances, fee receipts, interest earnings, and expenditures for each impact fee fund to ensure accountability and transparency. The City of Sierra Madre’s development impact fees are based on the adopted Public Facilities Fee Study and are annually adjusted in accordance with the [California Construction Cost Index \(CCCI\)](#). The FY 2024–2025 AB 1600 Mitigation Fee Act Compliance Report (Attachment A) satisfies these statutory reporting and disclosure requirements.

### Refund Disclosure

In accordance with California Government Code Sections 66001(d) and 66006(b)(2), staff has reviewed all development impact fee accounts. No fees have been held beyond the statutory time limits, and therefore no refunds or returns of unexpended or uncommitted fees are required for Fiscal Year 2024–2025.

### 2024–2025 Activity by Fee Category (Ending balances represent carry-overs to FY 2025–2026)

Category	Beginning Balance	Fees Collected	Interest	Expenditures	Description of Expenditures	Ending Balance	Notes
General Government	\$70,429	\$0	\$5,006	\$0	—	\$75,435	—
Library	\$27,729	\$0	\$1,145	\$16,823	Three early learning bilingual literacy stations	\$12,051	—
Public Safety	\$40,124	\$0	\$1,657	\$0	—	\$41,781	—
Parks and Parkland (Quimby)	\$274,627	\$0	\$9,809	\$59,199	Sierra Vista Park improvements project completed	\$225,237	—
Transportation/Traffic	\$229,818	\$0	\$9,491	\$0	—	\$239,309	FY 2024–2025 street rehabilitation project carried over to FY 2025–2026 with \$120,000 budget
Water	\$206,999	\$0	\$8,549	\$0	—	\$215,548	—
Sewer	\$209,723	\$0	\$8,661	\$0	—	\$218,384	FY 2024–2025 wastewater infrastructure repair project carried over to FY 2025–2026 with \$158,000 budget

## **ENVIRONMENTAL(CEQA)**

This action is not a project under the California Environmental Quality Act (CEQA) and therefore not subject to CEQA review.

## **STRATEGIC PLAN CORRELATION**

### **Goal 1 – Organizational Sustainability**

#### **Objective 1.2: Fiscal Stability & Long-Range Planning**

- **Initiative 1.2.1:** Capital Improvement Program (CIP) and reserve policy integration
- **Initiative 1.2.2:** Long-term financial planning and forecasting
- **Project 1.2.2A:** Five-year forecast and capital project-affordability updates

#### **Objective 1.4: Public Transparency & Reporting**

- **Initiative 1.4.1:** Promote financial transparency by a predictable reporting schedule with summaries accessible to the public and city departments.
- **Project 1.4.1A:** Produce and distribute the Annual Comprehensive Financial Report (ACFR), monthly departmental budgets, and an open-data “checkbook” through Warrants Reports. Complete required external financial filings, including the Los Angeles County Metropolitan Transportation Authority (Metro) Proposition A and Proposition C Local Return Programs, Metro Measure R Local Return Program, and Metro Measure M Local Return Program; Los Angeles County Auditor-Controller special-revenue reports; California State Controller’s Office Financial Transactions and Streets and Roads reports; and grantor compliance reports such as the Los Angeles County Regional Park and Open Space District (RPOSD) Measure A, and the Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (Cal OES) reports, to ensure transparent and timely public reporting.

## **FISCAL IMPACT**

Receiving and filing this report has no impact on the General Fund. Development impact fee revenues are restricted to eligible growth-related capital uses per the Mitigation Fee Act.

## **PUBLIC NOTICE**

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City’s website at [sierramadeca.gov](http://sierramadeca.gov)

## **ATTACHMENTS:**

- A. City of Sierra Madre AB 1600 Mitigation Fee Act Compliance Report Fiscal Year 2024-2025

# City of Sierra Madre

## AB 1600 Mitigation Fee Act Compliance Report Fiscal Year 2024-2025



## **What Are Development Impact Fees?**

Development Impact Fees (DIFs) are monetary exactions, meaning financial charges other than taxes or special assessments. They are paid by developers to the City when a building permit or development project is approved.

These fees ensure that when new homes or businesses are built, they contribute to the cost of public facilities—such as streets, parks, water systems, and public safety buildings—that are needed to serve the growing community. In short, Development Impact Fees help maintain service quality as Sierra Madre develops.

### **Legal Authority: The Mitigation Fee Act (AB 1600)**

The rules governing these fees are established in California Government Code Sections 66000–66025, collectively known as the *Mitigation Fee Act*. The law was enacted through Assembly Bill 1600 (AB 1600) in 1987 and is often referred to as the “*AB 1600 requirements*.”

This Act ensures that:

- Each fee must have a reasonable relationship, or “nexus,” to the specific impact created by new development.
- Fees can only be used for their stated purpose, such as expanding facilities or services affected by that development.
- Cities must annually report all fee collections, expenditures, and fund balances for public transparency.

### **Why These Fees Exist**

The purpose of Development Impact Fees is to defray all or part of the cost of public improvements needed because of new growth. They prevent existing residents and businesses from bearing the full burden of new infrastructure costs.

In essence, these fees ensure that new development funds its fair share of community facilities and infrastructure, maintaining balance between growth and quality of life.

### **How Fees Are Determined**

The City of Sierra Madre’s fee program is based on a comprehensive Public Facilities Fee Study originally prepared in 2006 by *MuniFinancial Services*. The study analyzed population growth, land-use patterns, and facility needs to establish equitable fee levels.

The City’s fee schedule is periodically updated using the California Construction Cost Index (CCCI) published by the California Department of General Services (DGS) in coordination with Engineering News-Record (ENR). The CCCI is calculated each month using the average Building Cost Index (BCI) values for San Francisco and Los Angeles, reflecting changes in the cost of construction materials, skilled labor, and equipment. By aligning fee updates with the

City of Sierra Madre  
AB 1600 Mitigation Fee Act Compliance Report

CCCI, the City ensures that its Development Impact Fees remain consistent with current market trends and real-world construction costs ([DGS California CCCI](#); [Mortenson Cost Index](#)).

**Annual Reporting Requirements**

Under *Government Code Section 66006(b)*, the City must prepare and publish this report within 180 days after the close of each fiscal year.

This annual report provides:

- A description and purpose for each fee.
- The beginning and ending balance of each fund.
- The total amount of fees collected and interest earned.
- Details on projects funded or planned.
- Any interfund transfers, loans, or refunds issued.

This report ensures accountability and public transparency in the use of development fee revenue.

**Public Facility Fee Categories**

The City organizes its Development Impact Fees into seven categories, each addressing a specific area of public need:

Category	Purpose	Fund (Account)	Description / Accounting Context
General Government	Expands administrative, storage, and fleet facilities used in city operations.	34002 – Development Impact Fees (General)	Serves as the City’s master development fee fund, holding revenues for capital improvements that support general government and administrative facilities.
Library	Helps fund additional library space, books, and technology upgrades to serve new residents.	34004 – Development Fees – Library	Accounts for library-related facility upgrades, technology improvements, and expansions tied to community growth.
Public Safety	Supports police and fire facilities, vehicles, and emergency response equipment.	34005 – Development Fees – Public Safety	Tracks revenues and expenditures for police and fire facility expansion, vehicle replacement, communication system upgrades, and related equipment purchases.
Parks and Parkland (Quimby)	Enhances or acquires parks to maintain recreation standards per	34006 – Development Fees – Quimby	Holds funds collected under the Quimby Act for parkland acquisition or

City of Sierra Madre  
 AB 1600 Mitigation Fee Act Compliance Report

Category	Purpose	Fund (Account)	Description / Accounting Context
	the California Quimby Act (Government Code §66477).		improvements ensuring equitable recreational access in new residential areas.
Transportation / Traffic	Improves roadways, intersections, and traffic systems to accommodate increased usage.	34007 – Development Fees – Transportation	Restricted fund used for constructing or upgrading traffic control devices, transit stops, intersections, and multi-modal circulation projects.
Water	Expands water infrastructure including reservoirs, pumping capacity, and pipelines.	34008 – Development Fees – Water	Collects and allocates impact fees to projects increasing distribution, pumping, and storage capacity for the City’s water utility system.
Sewer	Increases sewer line and treatment capacity to handle higher demand due to growth.	34009 – Development Fees – Sewer	Dedicated to capital improvements in the wastewater collection network, including main line upsizing, lift stations, and flow capacity enhancements.

**Purpose of This Report**

This report serves to:

- Fulfill the City’s annual AB 1600 Mitigation Fee Act reporting obligations,
- Provide financial transparency regarding how each fund is managed,
- And demonstrate the City’s commitment to ensuring sustainable growth—that new development contributes fairly toward the community services and infrastructure it depends on.

Each subsequent section outlines the financial status, expenditures, and planned projects for each of the seven Public Facility Fee categories for Fiscal Year 2024–2025.

## General Government Facilities – Fund 34002 – Development Impact Fees (General)

The General Government Facility Fee ensures that as Sierra Madre grows, new development contributes its fair share toward the cost of expanding and improving the City’s essential administrative facilities. These revenues ensure that infrastructure supporting local governance and community services can keep pace with the increasing demands generated by residential and commercial growth. The purpose of this fee is to maintain the quality and efficiency of the City’s general government operations. As new homes and businesses are built, they generate additional service needs ranging from public records and permitting to planning, code enforcement, and overall City administration. The General Government Fee helps fund facility expansions and improvements necessary to meet this increased demand without shifting the financial burden onto existing residents and businesses.

**FY 2024-2025 Schedule:**

Residential		Nonresidential (per 1,000 sq. ft.)		
Single Family	Multi-Family	Commercial	Office	Industrial
\$3,482.95	\$2,170.11	\$843.83	\$1,122.54	\$563.20

**Fiscal Year 2024-2025 Activity:**

Beginning Fund Balance, July 1, 2024	\$70,429
Revenue	
Fees Collected	0
Interest Earnings	5,006
	5,006
Expenditures	
Project Expenditures	-
	-
Excess Revenue Over/(Under) Expenditures	5,006
Ending Fund Balance, June 30, 2025	\$75,435

**Current Public Improvement Projects:**

There were no projects budgeted in fiscal year 2024-2025.

**Interfund Transfers or Loans:**

There were no interfund transfers or loans in fiscal year 2024-2025.

**Refunds:**

There were no refunds made in fiscal year 2024-2025.

## Library Facilities – Fund 34004 – Development Fees – Library

The Library Facility Fee ensures that as Sierra Madre continues to grow, new residential and commercial development contributes its fair share toward the cost of maintaining and expanding the City’s library facilities. These revenues help the Sierra Madre Public Library, an essential part of the community’s educational and cultural life, keep pace with the needs of a growing population. The purpose of this fee is to preserve the accessibility, quality, and capacity of library services that benefit all residents. As new homes are built and population increases, the demand for public reading spaces, technology access, programming, and educational resources also rises. The Library Facility Fee helps fund expansions, improvements, and equipment upgrades necessary to meet this growing demand without shifting financial responsibility onto existing residents.

Fee revenues may be used for projects such as expanding library buildings, modernizing technology infrastructure, enhancing children’s reading and literacy areas, improving study and community spaces, and supporting sustainable facility improvements consistent with the City’s long-term Library Facilities Master Plan. By requiring that new development support the local library system, Sierra Madre ensures its historic public library remains a vibrant, welcoming, and inclusive resource for learning and community engagement for generations to come.

**FY 2024-2025 Schedule:**

Residential		Nonresidential (per 1,000 sq. ft.)		
Single Family	Multi-Family	Commercial	Office	Industrial
\$2,016.35	\$1,257.09	N/A	N/A	N/A

**Fiscal Year 2024-2025 Activity:**

Beginning Fund Balance, July 1, 2024	\$27,729
Revenue	
Fees Collected	0
Interest Earnings	1,145
	1,145
Expenditures	
Project Expenditures	16,823
	16,823
Excess Revenue Over/(Under) Expenditures	(15,678)
Ending Fund Balance, June 30, 2025	\$12,051

**Current Public Improvement Projects:**

Library utilized the fund to purchase three early learning with bilingual literacy stations in FY24-25.

**Interfund Transfers or Loans:**

There were no interfund transfers or loans in fiscal year 2024-2025.

**Refunds:**

There were no refunds made in fiscal year 2024-2025.

## Public Safety Facilities – Fund 34005 – Development Fees – Public Safety

The Public Safety Facility Fee ensures that as the City of Sierra Madre experiences growth, new development contributes its fair share toward the cost of maintaining and improving vital public safety infrastructure. These revenues help sustain the City’s ability to provide high-quality police, fire, and emergency response services as demand increases with new residents and businesses. The purpose of this fee is to support and expand the facilities, equipment, and systems required to keep the community safe. As new development occurs, it creates additional service needs ranging from emergency response and crime prevention to fire suppression and disaster preparedness and the fees fund the expansion, modernization, and replacement of critical assets necessary to maintain the high standard of safety Sierra Madre residents expect.

Fee revenues may be used for projects such as upgrading fire suppression apparatus, acquiring police vehicles and public safety equipment, expanding dispatch and communication systems, or renovating fire and police station facilities to meet service demands. By ensuring that growth pays its proportionate cost of public safety infrastructure, Sierra Madre preserves its tradition of being one of the safest and most well-protected communities in the San Gabriel Valley without shifting the financial impact onto existing residents and businesses.

**FY 2024-2025 Schedule:**

Residential		Nonresidential (per 1,000 sq. ft.)		
Single Family	Multi-Family	Commercial	Office	Industrial
\$2,723.70	\$1,697.27	\$656.61	\$876.51	\$438.25

**Fiscal Year 2024-2025 Activity:**

Beginning Fund Balance, July 1, 2024	\$40,124
Revenue	
Fees Collected	0
Interest Earnings	1,657
	1,657
Expenditures	
Project Expenditures	-
	-
Excess Revenue Over/(Under) Expenditures	1,657
Ending Fund Balance, June 30, 2025	\$41,781

**Current Public Improvement Projects:**

There were no projects budgeted in fiscal year 2024-2025.

**Interfund Transfers or Loans:**

There were no interfund transfers or loans in fiscal year 2024-2025.

**Refunds:**

There were no refunds made in fiscal year 2024-2025.

## Parks and Parkland (Quimby) Facility Fee – Fund 34006 – Development Fees – Quimby

The Parks and Parkland (Quimby) Facility Fee ensures that as Sierra Madre continues to grow, new development contributes its fair share toward the cost of acquiring, developing, and improving public parks and recreation spaces. These revenues help maintain the City’s long-standing commitment to preserving open space and ensuring that every resident has access to quality recreational amenities close to home. The purpose of this fee is to maintain Sierra Madre’s parkland standard of 3 acres per 1,000 residents, ensuring that community park and recreation spaces keep pace with population growth. As new homes are built, they generate additional demand for park facilities where individuals and families can enjoy outdoor activities, community events, and relaxation. The Parks and Parkland Fee helps fund the creation and improvement of these spaces so that new development enhances rather than diminishes recreational opportunities for the community. This fee is authorized under the *California Quimby Act* ([Government Code Section 66477](#)), which allows cities to require new residential subdivisions to dedicate land for park purposes or pay an equivalent “*in-lieu*” fee.

**FY 2024-2025 Schedule:**

	Residential		Nonresidential (per 1,000 sq. ft.)		
	Single Family	Multi-Family	Commercial	Office	Industrial
Subdivision	\$18,216.20	\$11,356.12	N/A	N/A	N/A

**Fiscal Year 2024-2025 Activity:**

Beginning Fund Balance, July 1, 2024	\$274,627
Revenue	
Fees Collected	0
Interest Earnings	9,809
	9,809
Expenditures	
Project Expenditures	59,199
	59,199
Excess Revenue Over/(Under) Expenditures	(49,390)
Ending Fund Balance, June 30, 2025	\$225,237

**Current Public Improvement Projects:**

The project of Sierra Vista Park improvements used \$11,078 in FY23-24. The project used \$59,199 in FY24-25 and was completed.

**Interfund Transfers or Loans:**

There were no interfund transfers or loans in fiscal year 2024-2025.

**Refunds:**

There were no refunds made in fiscal year 2024-2025.

## Transportation/Traffic Facilities – Fund 34007 – Development Fees – Transportation

The Transportation and Traffic Facility Fee ensures that as Sierra Madre develops, new residential and commercial growth contributes its fair share toward the cost of maintaining and improving the City’s transportation infrastructure. These revenues help ensure that the local roadway network, pedestrian facilities, and parking systems continue to operate safely and efficiently as travel demand increases. The purpose of this fee is to support the City’s efforts to maintain a reliable and well-connected transportation system. As new homes and businesses are constructed, additional vehicle trips are generated, placing greater demand on streets, traffic signals, and pedestrian crossings. The Transportation and Traffic Facility Fee helps fund street improvements, intersection upgrades, and mobility projects needed to accommodate new development without reducing the quality of existing transportation services. Fee revenues may be used for improvements such as:

By ensuring that new development financially supports the citywide transportation system, Sierra Madre preserves public safety, promotes efficient mobility, and maintains the community’s small-town character while responsibly addressing growth-related infrastructure needs.

**FY 2024-2025 Schedule:**

Residential		Nonresidential (per 1,000 sq. ft.)		
Single Family	Multi-Family	Commercial	Office	Industrial
\$7,135.05	\$5,706.89	\$17,728.07	\$15,644.46	\$5,714.58

**Fiscal Year 2024-2025 Activity:**

Beginning Fund Balance, July 1, 2024	\$229,818
Revenue	
Fees Collected	0
Interest Earnings	9,491
	9,491
Expenditures	
Project Expenditures	-
	-
Excess Revenue Over/(Under) Expenditures	9,491
Ending Fund Balance, June 30, 2025	\$239,309

**Current Public Improvement Projects:**

The FY24-25 street rehabilitation project is carried over to FY25-26 with the budget amount \$120,000.

**Interfund Transfers or Loans:**

There were no interfund transfers or loans in fiscal year 2024-25.

**Refunds:**

There were no refunds made in fiscal year 2024-25.

## Water Facilities – Fund 34008 – Development Fees – Water

The Water Facility Fee ensures that as Sierra Madre grows, new development contributes its fair share toward expanding and improving the City’s water system infrastructure. These revenues help maintain a reliable and resilient water supply capable of meeting community needs as population and development increase. The purpose of this fee is to support the continued operation, capacity, and efficiency of the City’s water delivery system. As new homes and businesses are constructed, they increase water consumption and demand on the City’s reservoirs, wells, and pipelines. The Water Facility Fee provides the funding necessary to expand infrastructure so that reliable service is maintained without placing additional financial strain on existing ratepayers.

By requiring new development to contribute its proportionate share of water infrastructure costs, Sierra Madre ensures that its locally operated water system continues to deliver safe, high-quality water while supporting long-term growth in a sustainable and financially responsible manner.

**FY 2024-2025 Schedule:**

Residential		Nonresidential (per 1,000 sq. ft.)		
Single Family	Multi-Family	Commercial	Office	Industrial
\$16,678.57	\$6,927.46	\$4,420.96	\$4,420.96	\$3,676.71

**Fiscal Year 2024-2025 Activity:**

Beginning Fund Balance, July 1, 2024	\$206,999
Revenue	
Fees Collected	0
Interest Earnings	8,549
	8,549
Expenditures	
Project Expenditures	-
	-
Excess Revenue Over/(Under) Expenditures	8,549
Ending Fund Balance, June 30, 2025	\$215,548

**Current Public Improvement Projects:**

There were no projects budgeted in fiscal year 2024-2025.

**Interfund Transfers or Loans:**

There were no interfund transfers or loans in fiscal year 2024-2025.

**Refunds:**

There were no refunds made in fiscal year 2024-2025.

## Sewer Facilities – Fund 34009 – Development Fees – Sewer

The Sewer Facility Fee ensures that as Sierra Madre grows, new residential and commercial development contributes its fair share toward expanding and maintaining the City’s wastewater collection infrastructure. These revenues help fund system improvements that preserve environmental quality, prevent service disruptions, and ensure adequate sewer capacity to serve future growth. The purpose of this fee is to support the ongoing expansion and modernization of Sierra Madre’s sewer system. As new homes and businesses connect to the network, they place additional demand on existing pipelines and collection facilities. The Sewer Facility Fee helps finance the installation of larger or upgraded sewer mains and related infrastructure so that the system continues to operate efficiently and in compliance with regional health and sanitation standards.

By requiring new development to contribute proportionately to these infrastructure improvements, Sierra Madre ensures that its local sewer system remains efficient, environmentally responsible, and capable of supporting community growth without imposing the financial burden on existing users.

### FY 2024-2025 Schedule:

Residential		Nonresidential (per 1,000 sq. ft.)		
Single Family	Multi-Family	Commercial	Office	Industrial
\$19,150.47	\$4,768.88	\$3,915.44	\$3,915.44	\$3,261.90

### Fiscal Year 2024-2025 Activity:

Beginning Fund Balance, July 1, 2023	\$209,723
Revenue	
Fees Collected	0
Interest Earnings	8,661
	8,661
Expenditures	
Project Expenditures	-
	-
Excess Revenue Over/(Under) Expenditures	8,661
Ending Fund Balance, June 30, 2024	\$218,384

### Current Public Improvement Projects:

The FY24-25 wastewater infrastructure repair project is carried over to FY25-26 with the budget \$158,000.

### Interfund Transfers or Loans:

There were no interfund transfers or loans in fiscal year 2024-2025.

### Refunds:

There were no refunds made in fiscal year 2024-2025.



# City of Sierra Madre AGENDA REPORT

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Clare Lin, Planning & Community Preservation Director  
Sarkis Nazerian, Building Official

REVIEWED BY: Michael Bruckner, City Manager

DATE: October 28, 2025

SUBJECT: **ORDINANCE NO. 1487 AMENDING THE MUNICIPAL CODE TO AMEND AND ADOPT BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE WITH CERTAIN EXCEPTIONS, MODIFICATIONS AND ADDITIONS**

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## **RECOMMENDATION**

It is recommended that the City Council conduct a second reading of Ordinance No. 1487 by title only, adopting the 2025 California Building Standards Code with existing local amendments.

## **BACKGROUND**

At its regular meeting on October 14, 2025, the City Council held a public hearing introducing the first reading of Ordinance No. 1487. The second reading of Ordinance No. 1487 is hereby presented before the City Council for consideration and adoption.

For additional information regarding Ordinance No. 1487, see [Attachment 2](#).

## **ATTACHMENTS**

Attachment 1: Ordinance No. 1487  
Attachment 2: First Reading Agenda Report

**ORDINANCE NO. 1487**

**AN ORDINANCE OF THE CITY OF SIERRA MADRE AMENDING VARIOUS CHAPTERS OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE SIERRA MADRE MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODES WITH CERTAIN EXCEPTIONS, MODIFICATIONS, AND ADDITIONS**

**WHEREAS**, the City Council of the City of Sierra Madre does hereby find that there is a need to enforce the most current editions of the California Building Standards Code, with the local amendments recited herein for regulating and controlling the design, erection, construction, enlargement, installation, alteration, repair, relocation, removal, use, occupancy, demolition, conversion, height, area, location, maintenance, and quality of materials of all buildings and structures and plumbing, mechanical, electrical and fire suppression systems and certain equipment's within the City;

**WHEREAS**, pursuant to sections 17922, 17958, 17958.5, and 17958.7 of the California Health & Safety Code, the City may adopt the provisions of the Building, Residential, Green Building Standards, Energy, Referenced Standards Plumbing, Mechanical and Electric Codes, with certain amendments to the provisions of the codes which are reasonably necessary to protect the health, wealth and safety of citizens of Sierra Madre because of local climatic, geological and topographical conditions;

**WHEREAS**, the City Council of the City of Sierra Madre made the factual findings outlined in Exhibit 1 attached hereto relating to the amendments to the uniform codes recited herein in accordance with Health & Safety Code section 18941.5; and

**WHEREAS**, the City Council does hereby further find that the southern California region, which includes the City, is within a very active seismic area and local soil conditions can be highly expansive and subject to local topographic considerations including extensive hillside construction that is prone to erosion.

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

**SECTION 1. Amendment.** Chapter 15.02 (Administrative Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is amended to read as follows:

**Chapter 15.02 - ADMINISTRATION**

### **15.02.010 – Adoption and Filing**

Except as herein provided by specific changes, the administrative, organizational and enforcement for the technical codes which regulate the site preparation, construction, alteration, moving, demolition, repair, use and occupancy of buildings, structures and building service equipment within the city shall be in accordance with the provisions and in the manner prescribed in the administrative provisions of each part of the 2025 California Building Standards Code.

### **15.02.012 – Building Code Designation.**

This ordinance shall be known and cited as the City of Sierra Madre Building Code for Building Construction Regulation and will be referred to herein as this Code.

### **15.02.014 – Creation of Enforcement Agency.**

There has been established heretofore in this jurisdiction a code enforcement agency entitled, the Planning and Community Preservation Department which appoints a Building Official who shall be authorized to enforce the provisions of this code.

### **15.02.020 - Appeals procedure.**

Whenever the building official disapproves an application or refuses to grant a permit applied for, or renders a decision regarding the suitability of alternate materials or methods of construction, the applicant may appeal from the decision of the building official. All appeals must be filed with the city clerk within 30 days of the date of the building official's written decision. An appeal shall be accompanied by a filing fee in an amount determined from time to time by city council resolution. A hearing shall be held within 60 days of the filing of the appeal, with notice of the appeal provided by the city clerk.

### **15.02.030 - Board of appeals.**

In order to hear appeals, there shall be and there is hereby created a board of appeals, composed of the city council or its designees. Appellate review under this chapter shall be de novo, and the board of appeals shall consider all pertinent materials, including all documents constituting the administrative record. The board of appeals shall render a decision within thirty days of a hearing date. The city clerk shall mail notice of the board of appeal's decision to the appellant within five business days after the date of the decision.

The city clerk shall be the secretary to the Board. The Board may adopt reasonable rules and regulations for conducting its investigations and shall

render all its decisions and findings on contested matters, in writing to the building official, with a duplicate copy thereof to any appellant or contestant affected by any such decision of findings, and may recommend to the City Council such new legislation, if any, as is consistent therewith.

The City Council may prescribe by resolution, to employ at the cost and expense of the City, such qualified individuals as the council, in its discretion, may deem reasonably necessary in order to assist it in its investigation and in making its findings and decisions.

### **15.02.040 – Violations**

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain, any building or structure in the City, or cause same to be done, contrary to or in violation of any of the provisions of this chapter. Any person, firm, or corporation violating any of the provisions of this Ordinance, shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued, or permitted, and upon conviction of any such violation such persons shall be punished by a fine of not more than one thousand dollars (\$1,000) or double the permit fee whichever is greater or by imprisonment for not more than one (1) year, or by both such fine and imprisonment.

In addition to the above penalty provisions, violation of any of the provisions of this chapter may be subject to the administrative proceedings set forth in Chapter 1.18 of this code.

**SECTION 2. Amendment.** Chapter 15.04 (Building Code and Permits) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is amended to read as follows:

### **Chapter 15.04 - BUILDING CODE AND PERMITS**

#### **15.04.010 - Adoption of the 2025 California Building Standards Code.**

**California Building Codes adopted.** California code of Regulation Title 24 Parts 1 through 12 consisting of the 2025 California Administrative Code; 2025 California Building Code Volume 1 and 2 with all Appendix Chapters based on the 2024 International Building Code as published by the International Code Council ; 2025 California Residential Code with all Appendix Chapters based on the 2024 International Residential Code as published by the International Code Council ; 2025 California Electrical Code based on the 2023 National Electrical Code as published by the National Fire Protection Association; 2025 California Mechanical Code based on the 2024 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical

Officials; 2025 California Plumbing Code based on the 2024 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials; 2025 California Green Building Standards Code; 2025 California Historical Building Code; 2025 California Existing Building Code based on the 2024 International Existing Building Code as published by the International Code Council; 2025 California Referenced Standards Code; 2025 California Fire Code; 2025 California Wildland-Urban Interface Code based on the 2024 International Wildland-Urban Interface Code. The provisions of these construction codes as amended by this chapter shall constitute the building regulations of the city of Sierra Madre.

One copy of all the above codes and standards therefore are on file in the office of the city clerk pursuant to Health and Safety Code Section 18942(d) and are made available for public inspection.

#### **15.04.025 – Fees**

The Council shall by resolution adopt a schedule of fees for the permits issued pursuant hereto.

#### **15.04.050 Tents and canopies.**

The following provisions shall apply:

- A. It is unlawful for any person, firm or corporation to erect, put in place or maintain in place, within any portion of the city, any tent, tent-house, canvas-house or structure constructed of canvas, cloth, or other fabric; any canopy or canopy structure constructed of canvas, cloth or other fabric or material within a distance of one hundred feet from the front property line of any lot or subdivision of land within the city, or within twenty feet of any dwelling, house, building or other structure.
- B. Exceptions. The provisions of this chapter shall not apply as follows:
  - 1. Decorative canopies and awnings constructed as a component or feature of an overall architectural design pursuant to the provisions of Section 17.36.040.
  - 2. Picnic umbrellas not in excess of ten feet in diameter.
  - 3. Temporary Tents and Canopies. Temporary tents and canopies, of any size, may be erected in any location on a parcel or lot for a period that is not in excess of three days. Such tent and/or canopy may not be re-erected until a minimum ninety-day period has elapsed.
  - 4. Temporary tents and canopies as permitted pursuant to the provisions of Chapter 5.16 (Temporary Use Permits).

5. Tents and canopies may be permitted for eligible restaurants with patio space under the Outdoor Dining Program.

#### **15.04.060 Applicability of subdivision ordinance.**

No building permit shall be issued with respect to the construction of any building or structure on any parcels of land which have been subdivided, split or otherwise separated in ownership since January 1, 1956, unless such subdivision, division, split or other such separation in ownership has complied in full with all of the regulations and requirements concerning subdivision in this code.

#### **15.04.070 Stormwater retention.**

- A. New development, after January 1, 2010, must incorporate design elements for:
  1. Prevention of stormwater runoff onto pavements and other non-permeable areas;
  2. Stormwater retention and reuse for irrigation of landscaped areas; and
  3. Rooftop designs, rain gutters, and other stormwater retention designs that can be directed towards landscaped areas and thereby reuse the stormwater.
- B. The building department is authorized to withhold, deny or grant conditional approval to any application for a building permit which involves:
  1. Construction upon, destruction of or curtailment in the capacity of storm drain facilities installed under and by virtue of Title 17 of this Code;
  2. Construction, excavation or fill which changes the grade of the natural slope of the surface of any lot or lots so that the water drainage thereon is changed to run onto a different location or in greater quantity or at an accelerated rate, or in a way that creates a hazard to the public health, safety or property. The decision of the building inspector shall be based upon the recommendation of the city engineer concerning the continued necessity of such drainage installations or of reasonable substitutes therefor.

#### **15.04.080 Temporary structure permits.**

Temporary structure permits involving the construction of a residential structure upon an R-1 lot, upon which there is then located an existing dwelling unit or involving the relocation of a residential structure upon a residential lot upon which there is then located an existing dwelling unit, shall be issued by the building inspector only upon the condition that the applicant file a surety bond in the amount recommended by the city engineer guaranteeing the removal of such existing house within thirty days after occupancy of the dwelling unit to be so constructed or relocated. In the event that any applicant feels that the imposition

of such condition is an unnecessary hardship, or if it is intended to use the existing dwelling unit as an accessory building to the new dwelling unit, then such applicant may appeal the imposition of such condition to the city council, and the decision of the city council shall be final.

#### **15.04.090 - Amendment to Section 1505 Roofs—Fire Classifications.**

The 2025 California Building Code Section is amended to add the following to Section 1505:

A. Any building alteration, replacement, or repair, which does not exceed twenty-five percent of the area of the existing roof, over the life of the structure, may use existing like materials on said roof.

B Any building alteration, replacement, or repair, which exceeds fifty percent of the area of the existing roof, over the life of the structure, shall be made with fire retardant covering as specified in the California Building Code.

C. Any building alteration, replacement, or repair, which exceeds fifty percent of the area of the existing roof, over the life of the structure, shall be made with fire retardant covering as specified in the 2025 California Building Code.

D. Any building addition, which does not exceed twenty-five percent of the area of the existing roof, over the life of the structure, may use existing like material on the roof addition, and any alteration, replacement, or repairs to the existing roof, required by such addition may also use existing like materials.

E. Any building addition, which exceeds twenty-five percent of the area of the existing roof, over the life of the structure, shall be made with fire retardant covering as specified in the 2025 California Building Code, and any alterations, replacements, or repairs to the existing roof, required by such addition, shall also be made with such fire retardant roof covering.

F. Wood roofs shall not be considered a Class A covering regardless of the rating of an assembly.

#### **15.04.100 - Amendment—Section 202—Additions, alterations or repairs.**

A. The following is added to the end of Section 202 of the 2025 California Building Code:

The phrase "additions, alterations, and repairs" as used in this section, and all subsections thereof, shall not be construed to apply to the remodeling of an existing building to provide new facades or other aesthetic embellishments or

accouterments which do not modify the structural support or members of such building.

Buildings or structures to which additions, alterations, or repairs are made shall comply with all requirements of this code for new facilities except as specifically provided in this section. See section 907 of the Building Code for provisions requiring installation of smoke detectors in existing Group R, Division 3 Occupancies.

#### **15.04.112 – Construction Site Fencing.**

Whenever a building permit is issued to construct, add or alter a building or site, the installation of perimeter temporary fencing shall be required.

The installation of temporary fencing shall be required for the following projects:

1. A project involving grading, trenching or excavation activities.
2. The construction area is visible from the public right-of-way with the exception of roof replacement and window change-outs with no framing work.
3. There is outside storage of building materials, equipment, construction materials or equipment stored at the front of the property.
4. The property is vacant during the duration of the construction.
5. As determined by the Building Official.

The Building Official shall require the site to be temporarily fenced and screened on all sides for the duration of the construction project. The height of the fence shall be seventy-two inches (72) high with gates to access the site. The screening material shall be tightly secured to the fencing, free of holes and without advertising. The perimeter fencing may be removed when there are no remaining exterior construction activities visible from the public right-of-way and there is no longer visible outside storage of building materials, equipment or fixtures, or as determined by the Building Official. An address sign shall be installed and be visible from public right of way at all perimeter points to include the street name and number of the site using minimum six-inch high letters and numbers, and shall be posted at the top of the perimeter fence or at least five feet from the ground. A "No Trespassing" sign, conforming to the requirements of California Penal Code, Section 602, shall be installed at all perimeter access points, posted at the top of the perimeter fence or at least five feet from the ground.

#### **15.04.115 - Section 105.7 Demolition Permits.**

The following is added to Section 105 of the 2025 California Building Code.

## **Section 105.7 Demolition Permits.**

A. No permit for the demolition of all or any substantial portion of any building in the city shall be issued for a period of thirty days after such application is made. For the purposes of this chapter, demolition shall be considered the alteration, reconstruction, or elimination of 50% or more, of the floor area or monetary value. Projects that involve less than 50% of the alteration, reconstruction, or elimination of the floor area or monetary value may still be subject to requirements of Chapter 8.13 and/or 12.20 of this code.

B. Within 10 days of the application, the applicant should submit a mitigation plan for vermin, noise, dust, asbestos, salvage, trash removal, air pollution, historic preservation, and neighborhood peace and enjoyment. Failure to submit such mitigation report may be grounds for denying such permit.

C. Prior to the release of the demolition permit, the applicant shall demonstrate that notification of, and compliance with, requirements established by the following:

1. South Coast Air Quality Management District (AQMD);
2. Electricity provider;
3. Natural gas provider; and
4. City Department of Public Works.

D. Prior to the issuance of a demolition permit, the applicant shall file (in general terms) his/her intended reuse of the property with planning and community preservation department. Such plan shall indicate the intended use and condition of the property after the demolition of structures requested within the demolition permit is concluded.

E. The filing of any notice or report, as called for herein, is not intended to vest any discretion (under CEQA or otherwise) in the building official to deny such application. Instead, such permit shall be issued unless such issuance is contrary to any law or regulation applicable at that date.

F. To the extent, if any, that this Section 115 differs from the 2025 California Building Code (CBC), the city council finds that there are conditions unique to this city that justify such change, including high fire danger, steep hillsides, vermin infestation, wildlife and asbestos levels. The issuance of a demolition permit shall be considered a ministerial duty under the provisions of CEQA Section 15268 except for historical and unique archeological resources as outlined in CEQA Section 15064.5. If the demolition permit is for a historic structure, a cultural resources report shall be prepared at the property owner's expense.

## G. Demolitions of Historic Structure.

1. If (i) a building or structure deemed eligible for landmark status, (ii) a building or structure listed or deemed eligible for listing in the National Register of Historic Places, or (iii) a building or structure listed or deemed eligible for listing in the California Register of Historical Resources, or if any cultural resource determined to have historic significance, is demolished without a permit:

a) The violator shall within one year completely rebuild the demolished structure to pre-existing condition and shall submit a surety bond that shall be in amount equal to the replacement value as calculated by the department of planning and community preservation;

b) The city may rebuild it within said one-year period placing the costs thereof as a lien on the property which shall indemnify the city against all costs so incurred and all liabilities arising there from; or

c) No building or construction related permits shall be issued, and no permits or use of the property shall be allowed, from the date of demolition for a specified time period, as follows: for five years, if the structure was listed or deemed eligible for listing on the local, state, or Federal Registry of Historic Resources. In addition, for a historic structure, a cultural resources report shall be prepared at the property owner's expense. For the purposes of this section, the demolition shall be presumed to have occurred on the date the city has actual knowledge of the demolition. The owner shall have the burden of proving a different date if one is claimed. Such waiting period shall be for the purpose of consideration of rebuilding, relocation, grants, etc., for replacement.

2. The director of planning and community preservation shall cause notice to be served by mail on the person shown as the owner on the rolls of the tax assessor and on any other person known to have an interest in the property, as soon as practicable after having knowledge that the provisions of this section are applicable to property. The date the city first had actual knowledge of the demolition shall be stated in the notice.

3. A determination made under this section may be appealed by the property owner in accordance with Section 17.60.115.

#### **15.04.117 - Works Exempt from Permit:**

A permit may be required for items exempted from building permit requirements under Chapter 1 Division II Section 105.2 and Section R105.2. Exempted work shall not violate any provisions of this Code, Federal, State, Local laws, or regulations.

All walls, retaining walls, and fences regardless of type or height shall require a building permit.

#### **15.04.118 - Amendment—Section 903 Automatic Fire Sprinklers.**

The following sections within section 903 of the 2025 California Building Code, entitled, "Automatic Sprinkler Systems" are revised to provide as follows:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies in accordance with Code section 15.24.120.

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies in accordance with Code section 15.24.120.

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies in accordance with Code section 15.24.120.

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies in accordance with Code section 15.24.120.

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided for Group A-5 occupancies in the following areas: concession stands, retail areas, press boxes, and other accessory use areas in accordance with Code section 15.24.120.

903.2.2 Group B. An automatic sprinkler system shall be provided throughout all buildings containing a Group B occupancy in accordance with Code section 15.24.120.

903.2.3 Group E. An automatic sprinkler system shall be provided throughout all buildings containing a Group E occupancy in accordance with Code section 15.24.120. (exception: For public school state-funded construction projects see Section 903.2.19)

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy in accordance with Code section 15.24.120.

903.2.5 Group H. Automatic sprinkler systems shall be provided in high-hazard occupancies as required in Sections 903.2.5.1 through 903.2.5.3.

903.2.5.1 General. An automatic sprinkler system shall be installed in Group H occupancies in accordance with Code section 15.24.120.

903.2.6 Group I. An automatic sprinkler system shall be provided throughout buildings with a Group I in accordance with Code section 15.24.120.

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy in accordance with Code section 15.24.120.

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area and in accordance with Code section 15.24.110.

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 in accordance with Code section 15.24.120.

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Code section 15.24.120.

903.2.9.2 Bulk storage of tires. Buildings and structures with an area for the storage of tires shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the California Building Code or where located beneath other groups.

903.2.10.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles in accordance with Code section 15.24.120.

#### **15.04.130 - Permit for landscape project.**

- A. A written permit shall be obtained from the department of public works prior to development of landscapes as specified in Section 15.60.030.
- B. The director of public works shall issue a permit if the applicant has submitted the landscape documentation package as required by Section 15.60.040 and the landscape project satisfies the requirements set out in Chapter 15.60 of this title.

- C. The permit fee for landscape project shall be established by resolution of the city council, and shall be based on the estimated cost of reviewing the landscape documentation package and issuing the permit.

**SECTION 3. Amendment.** Chapter 15.06 (California Residential Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is amended to read as follows:

**Chapter 15.06 - CALIFORNIA RESIDENTIAL CODE**

**15.06.040 - Amendment—Townhouse automatic fire sprinkler systems.**

Section R309.1 of the California 2025 Residential Code is amended to provide as follows:

"An automatic residential fire sprinkler system shall be installed in townhouses in accordance with accordance with Sierra Madre Municipal code Chapter 15.24"

**15.06.050 - Amendment—One- and two-family dwellings automatic fire systems.**

The following is added to the end of Section R309.2 of the 2025 California Residential Code:

"An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings in accordance with accordance with Sierra Madre Municipal code Chapter 15.24."

**15.06.060 - Amendment—Required sprinkler locations, exception 4.**

Section R309.3.1.1, of the California 2025 Residential Code exception 4 is amended to read as follows:

"Detached garages and carports in accordance with Sierra Madre Municipal code Chapter 15.24."

**15.06.070 - Water flow detector alarm.**

A new section R309.3.5 of the California 2025 Residential Code is added to the Residential code and shall be entitled "Water flow detector alarm." That section shall provide:

"Water supply."

"The flow of one sprinkler shall activate a water flow detector alarm that shall be audible on the exterior of the building."

**SECTION 4. Deletion.** Chapters 15.08 (California Mechanical Code), 15.16 (California Electrical Code), 15.20 (California Plumbing Code), and 15.22 (California Historical Building Code), 15.26 (Existing Building Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code are deleted in their entirety.

**SECTION 5. Amendment.** Chapter 15.30 (Green Building Standards Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is amended to read as follows:

**15.30.040 - Water metering for multi-family dwellings.**

The 2013 California Green Buildings Standards Code is hereby amended by adopting the requirement that all multi-family dwellings constructed after January 1, 2016, shall be equipped with an individual water meter for each unit, with each meter being assigned a separate water account with the city. This requirement applies to all R-2, R-3-13, R-3-20, and R-3-30 structures as defined in Municipal Code Chapters 17.24, 17.28, and 17.29 respectively.

**SECTION 6. Deletion.** Chapters 15.34 (California Energy Code) and 15.36 (Referenced Standards Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code are deleted in their entirety.

**SECTION 7. Repeal of Conflicting Ordinances.** All existing ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance or the California Fire Code adopted are hereby repealed.

**SECTION 8. References in Documents and Continuing Legal Effect.** References to prior versions of the California Fire Code, or of the Sierra Madre Municipal Code that are amended or renumbered in this Municipal Code, that are cited on notices issued by the City or other documents of ongoing or continuing legal effect, including resolutions adopting or imposing fees or charges, until converted, are deemed to be references to the new counterpart 2025 Fire Code, 2025 Wildland Urban Interface Code, or amended Municipal Code sections for the purposes of notice and enforcement. The provisions adopted hereby shall not in any manner affect deposits, established fees or other matters of record which refer to, or are otherwise connected with, ordinances which are specifically designated by number, code section or otherwise, but such references shall be deemed to apply to the corresponding provisions set forth in the code sections adopted or amended hereby.

**SECTION 9. Continuity.** To the extent the provisions of this Ordinance are substantially the same as previous provisions of the Sierra Madre Municipal Code, these provisions shall be construed as continuations of those provisions and not as amendments of the earlier provisions.

**SECTION 10. No Effect on Enforceability.** The repeal of any sections of the Municipal Code, shall not affect or impair any act done, or right vested or approved, or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act, vested right, proceeding, suit, or prosecution shall remain in full force and effect for all purposes as if the applicable provisions of the Municipal Code, or part thereof, had remained in force and effect. No offense committed and no liability, penalty, or forfeiture, either civil or criminal, incurred prior to the repeal or alteration of any applicable provision of the 2022 Code as amended, shall be discharged or affected by such repeal or alteration but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceed in all respects as if the applicable provisions of the 2022 Code, as amended, had not been repealed or altered.

**SECTION 11. Supplementary of Existing Law.** The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

**SECTION 12. Modifications to California Fire Code.** All inconsistencies between the Municipal Fire Code, as adopted by this ordinance, and Parts 7 & 9 of Title 24 the California Code of Regulations are changes, modifications, amendments, additions or deletions thereto authorized by California Health and Safety Code Sections 17858 and 17858.7.

**SECTION 13. Findings.** The City Council hereby adopts the findings attached hereto as Exhibit 1 by this reference fully incorporated herein and made in accordance with Health & Safety Code section 18941.5.

**SECTION 14. Severability.** Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**SECTION 15. Effective Date.** Pursuant to Government Code Section 36937, this Ordinance shall take effect thirty days after its adoption, or January 1, 2026, whichever is later.

**SECTION 16. Records.** Pursuant to Government Code Section 40801, proof of certification and publication shall be entered in the book of Ordinances of the City Council.

**SECTION 17. CEQA.** This Ordinance has been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines §15061 (b) (3) as a project that has no potential for causing a significant effect on the environment.

**SECTION 18. Certification.** Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Ordinance by the City Council.

**SECTION 19. Filing with State.** The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

PASSED, APPROVED AND ADOPTED, this 28th day of October, 2025

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Robert Parkhurst, Mayor

I HEREBY CERTIFY that the foregoing Ordinance was introduced by first reading on the 14th day of October, 2025, and duly adopted at a regular meeting held on the 28th day of October 2025, by the City Council of the City of Sierra Madre, California, by the following vote:

AYES:  
NOES  
ABSTAIN:  
ABSENT:

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Laura Aguilar, City

## SIERRA MADRE BUILDING DEPARTMENT

### 2025 BUILDING CODE FINDINGS

This report contains the “Findings” to support this ordinance to amend the California Building Standards Code. Each of the proposed amendments to the non-administrative provisions of the building standards code are based on local climatic, geologic, and topographical conditions and cause the new code to be more restrictive in nature than the underlying California Building Standards Code.

The amendments address the building problem(s), concern(s), and future direction(s), by which the City can establish and maintain an environment which will afford an adequate level of building and life safety protection to its citizens and guests.

Section 1 of this Exhibit sets forth the various finding.

Section 2 of this Exhibit explains which findings apply to which amendments.

#### **Section 1. General Findings**

The following findings apply in the City of Sierra Madre, and explain why the changes to the Building Standards Code are necessary because of climatic, geological, and/or topographical condition is in the city.

##### **A. Climatic Conditions**

1. Normal rainfall averages 15 inches annually. During the summer and fall months, temperatures average approximately 85 degrees and can exceed 100 degrees for a period of days. Dry winds remove the moisture from vegetation. During late summer and fall, winds can move a fire quickly across the foothills or through residential areas of Sierra Madre. Winter rains often cause floods and the threat of damage due to water runoff.

##### **B. Geologic Conditions**

1. The beautiful mountains that border the north of Sierra Madre create a unique hazard. The foothills have become prime sites for residential development because of their scenic beauty. The steep, narrow canyons create narrow winding roads that lengthen response time of emergency vehicles due to the increase in grade. Also, due to the hills and mountainous terrain, it is difficult to ensure proper fence and wall heights and footing depths without requiring inspections and permits.

2. The city is a densely populated area having buildings and structures over and near major fault systems capable of producing major earthquakes. Thus there are proposed modifications to emphasize designs with seismic-force-resisting elements.

### **C. Topographic Conditions**

1. The topographic element of this report is associated closely with the geologic element noted above. While the geologic features create the topographic conditions, the areas of findings in this Section are, for the most part, a result of the construction and design of Sierra Madre.
2. Sierra Madre has areas that are in high fire hazard zones. As stated above, due to topography, access to structures in these fire hazard zones increases response time and delays fire suppression efforts. Extended response times allow fires to grow beyond the control of initial attack resources. Additionally, large structure fires in the hillside areas have a greater likelihood of starting wild land fires, which exposes additional structures to fire.
3. Clarification of the design parameters for projects subject to the Building Code is necessary to assure that appropriate development is constructed in accordance with the scope and objectives of the International Building Code, as applied in the city of Sierra Madre.

### **D. Administrative**

1. These amendments are necessary for administrative clarification and do not modify any building standards. They establish standards to effectively enforce building standards and therefore need to be incorporated into the code to assure that new building and structures and additions or alteration to existing buildings or structures are designed and constructed in accordance with the scope and objectives of the California Building Standards Code.

### **Section 2 – Which Findings Apply to Which Amendments**

The following amendments to the 2025 Edition of the California Building Standards Code are found reasonably necessary based on the climatic, geologic, and/or topographic conditions cited in Section 1 of this Exhibit:

<b>California Building Code Sections</b>	<b>Applicable Findings</b>
202	C-3
109.4	D-1
105.2	B-1, D-1
Section 1505	A-1; B-1; C-1; C-2

**2025 California Residential Code**

R105.2

R309.1

R309.2

R309.3.1.1 exception 4

R309.3.5

**Applicable Findings**

B-1, D-1

A-1, B-1, C-2

A-1, B-1, C-2

A-1, B-1, C-2

A-1, B-1, C-2



# City of Sierra Madre AGENDA REPORT

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Clare Lin, Director of Planning & Community Preservation  
Sarkis Nazerian, Building Official

REVIEWED BY: Michael Bruckner, City Manager

DATE: October 14, 2025

**SUBJECT: ORDINANCE NO. 1487 AMENDING THE MUNICIPAL CODE TO AMEND AND ADOPT BY REFERENCE THE 2025 CALIFORNIA BUILDING STANDARDS CODE WITH CERTAIN EXCEPTIONS, MODIFICATIONS AND ADDITIONS**

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## **RECOMMENDATION**

It is recommended that the City Council introduce for first reading by title only, recommending adoption of Ordinance No. 1487 pursuant to the 2025 California Building Standards Code amendments.

## **ALTERNATIVES**

1. Introduce Ordinance No. 1487 of first reading by title only.
2. Direct staff to revise Ordinance No. 1487 and conduct first reading as amended by title only.

## **EXECUTIVE SUMMARY**

The California Building Standards Code (Title 24, California Code of Regulations) serves as the basis for the design and construction of buildings in California. All parts of the Code are updated every three years with the goal of improved safety, sustainability, maintaining consistency, new technology and construction methods, and reliability.

On January 1, 2026, the updated California Building Code will become effective statewide. Subsequently, the City of Sierra Madre is required to adopt and enforce the same code. Currently, the City is enforcing the 2022 California Building Standards Code with local amendments.

Ordinance No. 1487 amends the Sierra Madre Municipal Code to adopt by reference the 2025 California Building Standards Code to meet State requirements. In accordance with AB130, local amendments will be limited to what is already existing in the municipal code and will be carried forward with the 2025 codes.

**ANALYSIS**

The following codes are mandated by the State of California Building Standards Commission Information Bulletin 25.01, for local adoption by January 1, 2026. Ordinance No. 1487 amends SMMC Chapters: 15.02, 15.04, 15.06, 15.08, 15.16, 15.20, 15.22, 15.26, 15.30, 15.34 and 15.36 as follows:

<b>California Building Standards Code</b>	<b>SMMC Chapter</b>
2025 Administrative Code	15.02
2025 California Building Code, Volumes 1 and 2	15.04
2025 California Residential Code	15.04, 15.06
2025 California Mechanical Code	15.04
2025 California Electrical Code	15.04
2025 California Plumbing Code	15.04
2025 California Historical Code	15.04
2025 California Fire Code	15.24*
2025 California Wildland-Urban Interface Code	15.25*
2025 California Existing Building Code	15.04
2025 California Green Building Standards Code	15.04, 15.30
2025 California Energy Code	15.04
2025 California Referenced Standards Code	15.04

\* The 2025 California Fire Code and 2025 California Wildland-Urban Interface Code listed above will be introduced by the Fire Department in a separate staff report.

Sierra Madre Municipal Code currently adopts by reference each of the California Building Code Standards listed above under individual chapters of Title 15. Ordinance No. 1487 consolidates the adoption by reference of all California Building Code Standards under Section 15.04.010 and retains local amendments where applicable.

The State adopted the 2024 Editions of the International Codes as the basis for the 2025 California Codes. Likewise, the 2024 Editions of the Uniform Mechanical and Plumbing Codes developed by the International Association of Plumbing and Mechanical Officials serve as the basis for the 2025 California Plumbing and Mechanical Codes. The 2023 Edition of the National Electrical Code developed by the National Fire Protection Association are the basis of the corresponding 2025 Edition of the California Electrical Code.

The California Residential Code (CRC) will address the structural and life safety aspects of one- and two-family dwellings and townhouses not more than three stories. Electrical, plumbing, and mechanical conditions will still be addressed by the appropriate California Code Books.

The California Green Building Standards Code addresses such conditions as site development, water savings, recycling, and material selection. In addition, issues such as moisture control, interior and exterior air quality and compliance with California Title 24 requirements as addressed. Environmental quality issues of concern involve the use of materials that produce volatile organic compounds such as composite wood products, paints, adhesives, and carpets.

The proposed amendments are added to existing chapters of Title 15 of the Sierra Madre Municipal Code by adding provisions of the 2025 California Code of Regulations.

The City established a Demolition Permits procedure under Sierra Madre Municipal Code Section 15.04.115, which amends Section 105.7 of the California Building Code. Established in 2001 under Ordinance No. 1142, the municipal code maintained a thirty-day waiting period on the issuance of a demolition permit beginning on the date an application is made to the City. Since the adoption of the 2022 California Code Regulations, a number of state laws were passed that limit the timeline for which a “post-entitlement” permit, such as a demolition permit, shall be issued to 15 business days. Therefore, additional amendments to municipal code section 15.04.115 are recommended to eliminate the thirty-day waiting period for demolition permits and to modify the provisions for demolitions of historic structures consistently with appeals procedures regulated under the Zoning Code.

### **ENVIRONMENTAL (CEQA)**

The project qualifies for an exemption from the California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations as it can be seen with certainty that there is no possibility the adoption of the Ordinance may have a significant effect on the environment, because it will enforce the California Building Standards Code (Title 24 California Code of Regulations) that serve as the basis for the design and construction of buildings in California to improve safety, sustainability, maintaining consistency, new technology and construction methods, and reliability.

### **STRATEGIC PLAN CORRELATION**

Adoption of Ordinance No. 1487 is directly aligned with the **City’s Strategic Plan Goal 2: Public Safety – Objective 2.3 (Environmental Management & Code Enforcement)**. By adopting and enforcing the 2025 California Building Standards Code with local amendments, the City ensures that construction and development within Sierra Madre meet the highest standards of safety, consistency, and sustainability. This action strengthens public safety, promotes responsible growth management, and ensures compliance with state-mandated building practices.

The ordinance also advances **Goal 1: Organizational Sustainability – Objective 1.2 (Fiscal Stability & Long-Range Planning)**, by maintaining alignment with statewide regulatory frameworks and reducing future liability exposure through consistent code enforcement.

## **FINANCIAL REVIEW/SOURCE OF FUNDING**

There is no impact to the General Fund. Staff costs associated with preparation and implementation of the ordinance are absorbed within the existing Planning and Community Preservation Department budget. Future costs related to enforcement will continue to be offset by plan review and permit fees collected through the City's Fiscal Year 2025/2026 Fee Schedule. No new funding sources are required.

## **PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification 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 Sections 65090 and 50022.2, including publication of a summary notice of public hearing in the local adjudicated newspaper. Copies of this report are available at the City Hall public counter, at the Sierra Madre Public Library, and can be accessed on the City's website at [SierraMadreCA.gov](http://SierraMadreCA.gov).

**Attachments**     **[Omitted for the October 28, 2025 Agenda Report]**  
Attachment 1:     City Council Ordinance No. 1487 - 2025 California Building Standards Code Adoption  
Exhibit A:         Sierra Madre Building Department 2025 Building Code Findings



# City of Sierra Madre AGENDA REPORT

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Brent Bartlett, Fire Chief

REVIEWED BY: Michael Bruckner, City Manager

DATE: October 28, 2025

SUBJECT: **ORDINANCE NO. 1486 RELATING TO THE ADOPTION AND AMENDMENTS TO THE 2025 CALIFORNIA FIRE CODE AND 2025 CALIFORNIA WILDLAND URBAN INTERFACE CODE**

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## **STAFF RECOMMENDATION**

It is recommended that the City Council introduce for first reading Ordinance No. 1486 amending various sections of the Sierra Madre Municipal Code (SMMC) pursuant to the 2025 California Fire Code and 2025 California Wildland Urban Interface Code amendments.

## **EXECUTIVE SUMMARY**

At its regular meeting of October 14, 2025, the City Council received a report and presentation of Ordinance No. 1486 relating to the adoption and amendments of the 2025 California Fire Code and 2025 California Wildland Urban Interface Code; however, official public notice of that meeting was provided in error through reference of amendments to the “2025 International Fire Code”. Notice of the October 28, 2025, public hearing for first reading of Ordinance No. 1486 was provided through a publication in the *Mountain Views News* with a correction of the aforementioned reference. Additionally, the Fire Marshal recommends including, for the avoidance of doubt, an existing local amendment related to the prohibition of the sale, possession or discharge of all fireworks within the City.

## **ANALYSIS**

The 2025 California Fire Code (CFC) and California Wildland Urban Interface (WUI) Code provide updated minimum standards for fire prevention, building construction, and life safety. Ordinance No. 1486 adopts these codes with local amendments specific to Sierra Madre’s unique topographic, climatic, and geological conditions. The amendments are designed to enhance the City’s capacity to mitigate fire risks and strengthen overall community resilience.

Notable local amendments include:

- **Enhanced sprinkler system requirements** for both new and substantially renovated residential and commercial occupancies.
- **Access road width standards** to ensure unobstructed routes for fire apparatus, particularly in hillside and canyon areas where steep grades and narrow roads constrain emergency response.
- **Local prohibitions on fireworks**, reaffirming an existing ordinance to reduce ignition risks during high fire danger periods.
- **Integration of WUI standards** to improve structure hardening and defensible space in areas adjacent to the Angeles National Forest.

These provisions are supported by the *2025 Fire Code & Wildland Urban Interface Code Findings* (Exhibit A to Ordinance No. 1486), which document Sierra Madre's elevated fire risk due to steep terrain, dry vegetation, and limited egress routes. Together, the adoption and amendments ensure regulatory consistency with state law while maintaining the City's higher local standards for fire and life safety protection.

### **ENVIRONMENTAL (CEQA)**

Pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, adoption of Ordinance No. 1486 is exempt from environmental review. The ordinance constitutes a regulatory update that establishes administrative and procedural standards for fire and building safety. It does not authorize or require any specific development or activity that may cause a direct or reasonably foreseeable indirect impact on the physical environment. Therefore, it can be seen with certainty that the proposed action will not have a significant effect on the environment.

### **STRATEGIC PLAN CORRELATION**

Adoption of the 2025 Fire Code and WUI Code directly supports several strategic priorities outlined in the *City of Sierra Madre Strategic Plan 2025–2026*, particularly under

#### **Goal 2: Public Safety and Goal 3: Infrastructure & Growth Management**

- **Objective 2.1 – Sustaining Sierra Madre's Fire Services:** Enhances the City's readiness and resiliency through code-based prevention and community risk reduction, supporting projects such as *pre-fire planning*, *home-hardening*, and *Firewise/Wildfire Interface initiatives*.
- **Objective 2.3 – Environmental Management & Code Enforcement:** Advances risk-reduction strategies that promote defensible space and sustainable construction practices in the WUI.
- **Objective 3.3 – Municipal Facilities Modernization & Resilience:** Reinforces life-safety standards for critical public infrastructure and ensures that all facilities meet contemporary fire and seismic safety requirements.

By adopting these codes, Sierra Madre continues to advance its commitment to *exceptional public services that enhance quality of life, honor community character, and maintain fiscal and environmental sustainability*—as stated in the City's Mission Statement.

### **FISCAL IMPACT**

Publication and noticing costs related to the ordinance are routine and have been budgeted within the City Clerk's operating expenses. No new positions, capital improvements, or equipment purchases are required to implement the updated fire and building code standards.

Adoption of Ordinance No. 1486 amending the Sierra Madre Municipal Code to incorporate the 2025 California Fire Code and 2025 California Wildland Urban Interface Code will have minimal direct fiscal impact on the City's operating budget. Implementation will primarily involve staff time associated with training, interdepartmental coordination, and public outreach, which will be absorbed within existing appropriations for the Fire Department and Planning & Community Preservation Department in Fiscal Year 2025–2026.

**PUBLIC NOTICE PROCESS**

Pursuant to Government Code Sections 6066 and 50022.3, notice of the public hearing for the first reading of Ordinance No. 1486 was published in the *Mountain Views News* on October 18, 2025. The corrected notice clarified the reference to the 2025 California Fire Code and 2025 California Wildland Urban Interface Code, superseding an earlier notice that inadvertently referenced the International Fire Code. Copies of the proposed ordinance and supporting findings were made available for public review on the City's website prior to the hearing, in accordance with the Sierra Madre Municipal Code and the City's standard noticing procedures.

**ATTACHMENTS**

Attachment 1: Ordinance No. 1486

Attachment 2: October 14, 2025 Agenda Report re: Ordinance No. 1486

**ORDINANCE NO. 1486**

**AN ORDINANCE OF THE CITY OF SIERRA MADRE  
AMENDING CHAPTER 15.24 (FIRE CODE) AND  
ADDING CHAPTER 15.25 (CALIFORNIA WILDLAND  
URBAN INTERFACE CODE) OF TITLE 15 (BUILDINGS  
AND CONSTRUCTION) OF THE SIERRA MADRE  
MUNICIPAL CODE**

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

**SECTION 1. Municipal Code Amendment.** Section 15.24.010 of Chapter 15.24 (Fire Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is hereby amended to read as follows:

SECTION 15.24.010          Adoption of the California Fire Code

There is hereby adopted by the City Council of the City of Sierra Madre for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the 2025 Edition of the California Fire Code based on the 2024 Edition of the International Fire Code published by the International Code Council except such portions as are hereinafter deleted, modified or amended by Section 15.24.070 of the Sierra Madre Municipal Code and portions of the International Fire Code. From the date on which this ordinance shall take effect, the provisions of the 2025 California Fire Code shall be controlling within the limits of the City of Sierra Madre.

**SECTION 2. Municipal Code Amendment.** Section 15.24.020 of Chapter 15.24 (Fire Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is hereby amended to read as follows:

SECTION 15.24.020 - Establishment and duties of the bureau of fire prevention.

The California Fire Code shall be enforced by the bureau of fire prevention in the fire department of the city which is established and which shall be operated under the supervision of the chief of the fire department.

**SECTION 3. Municipal Code Amendment.** Section 15.24.070 of Chapter 15.24 (Fire Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is hereby amended to read as follows:

SECTION 15.24.070    Amendments to the 2025 California Fire Code

**A.    Section 101.1 is amended to read as follows:**

101.1 Title. These regulations shall be known as the *Fire Code* of the City of Sierra Madre, hereinafter referred to as "this code".

**B. Section 113.4 is amended to read as follows:**

113.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, and may be punishable by administrative, civil, or criminal action. An administrative, civil, or criminal action may be brought concurrently with any other process regarding the same violation. Each day such violation is committed or permitted is to constitute a separate offense and shall be punishable as such.

**C. Section 114.4 is amended to read as follows:**

114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor, and may be punishable by administrative, civil, or criminal action. An administrative, civil, or criminal action may be brought concurrently with any other process regarding the same violation. Each day such violation is committed or permitted is to constitute a separate offense and shall be punishable as such.

**D. Section 307.4.2 is amended to read as follows:**

307.4.2 Recreational fires. Recreational fires shall not be conducted within 25 feet (760mm) of a structure or combustible material. Conditions which could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated.

Discontinuance. The fire code official or his representative is authorized to require that recreational fires be immediately discontinued if such fires are determined by the chief to constitute a hazardous condition or if atmospheric conditions reach critical levels as specified in the policies and procedures of the fire prevention bureau.

**E. Section 503.2.1 is amended to read as follows due to local topographical conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), except for approved security gates in accordance with section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115mm).

When fire hydrants are required, fire apparatus access roads shall have an unobstructed width of not less than 26 feet (4114 mm) within a linear distance of 25 feet (7620 mm) each side of the hydrant.

**F. Section 903.2.1.1 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies in accordance with Code section 15.24.120.

**G. Section 903.2.1.2 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies in accordance with Code section 15.24.120.

**H. Section 903.2.1.3 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies in accordance with Code section 15.24.120.

**I. Section 903.2.1.4 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies in accordance with Code section 15.24.120.

**J. Section 903.2.1.5 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided for Group A-5 occupancies in the following areas: concession stands, retail areas, press boxes, and other accessory use areas in accordance with Code section 15.24.120.

**K. Section 903.2.2 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.2 Group B. An automatic sprinkler system shall be provided throughout all buildings containing a Group B occupancy in accordance with Code section 15.24.120.

**L. Section 903.2.3 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.3 Group E. An automatic sprinkler system shall be provided throughout all buildings containing a Group E occupancy in accordance with Code section 15.24.120. (exception: For public school state-funded construction projects see Section 903.2.19)

**M. Section 903.2.4 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy in accordance with Code section 15.24.120.

**N. Section 903.2.5 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.5 Group H. Automatic sprinkler systems shall be provided in high-hazard occupancies as required in Sections 903.2.5.1 through 903.2.5.3.

903.2.5.1 General, An automatic sprinkler system shall be installed in Group H occupancies. in accordance with Code section 15.24.120.

**O. Section 903.2.6 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.6 Group I. An automatic sprinkler system shall be provided throughout buildings with a Group I in accordance with Code section 15.24.120.

**P. Section 903.2.7 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire**

**Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy in accordance with Code section 15.24.120.

**Q. Section 903.2.8 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area and in accordance with Code section 15.24.110.

**R. Section 903.2.9 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 in accordance with Code section 15.24.120.

**S. Section 903.2.9.1 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Code section 15.24.120.

**T. Section 903.2.9.2 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.9.2 Bulk storage of tires. Buildings and structures with an area for the storage of tires shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

**U. Section 903.2.10 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the *California Building Code* or where located beneath other groups.

**V. Section 903.2.10.1 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.10.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles in accordance with Code section 15.24.120

**W. APPENDIX D-Fire Apparatus Access Roads is adopted and amended to read as follows due to local topographical conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

D103.1 Access road width with a fire hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), within a linear distance of 25 feet (7620 mm) each side of the hydrant, exclusive of shoulders.

**SECTION 4. Municipal Code Amendment. Section 15.24.090 of the Sierra Madre Municipal Code is hereby amended to read as follows:**

The sale possession or discharge of all fireworks is prohibited within the city. The provisions of this section will not apply to public displays of fireworks conducted by a licensed pyrotechnic engineer.

**SECTION 5. Municipal Code Amendment.** Section 15.24.110 of Chapter 15.24 (Fire Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is hereby amended to read as follows:

15.24.110 - Automatic life safety support sprinkler system.

An approved automatic life safety support sprinkler system shall be installed in all occupancies and locations as set forth in this section and shall meet all designated National Fire Protection Association (NFPA) code requirements, or Section R309 of the California Residential Code as adopted by the State of California and the policies and procedures of the Sierra Madre Fire Prevention Bureau as currently specified and amended by the Sierra Madre Municipal Code:

A. All newly constructed residential occupancies shall install an automatic life safety support sprinkler system as an integral aspect of their new construction.

B. All residential occupancies being renovated over seventy percent of their existing square footage in a twelve-month period shall install a life safety support sprinkler system throughout the entire occupancy.

C. All residential occupancies where an addition of fifty percent or more of the existing square footage is being accomplished in a twelve-month period shall install a life safety support sprinkler system throughout the entire occupancy.

**SECTION 6. Municipal Code Amendment.** Section 15.24.120 of Chapter 15.24 (Fire Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is hereby amended to read as follows:

15.24.120 - Automatic fire extinguishing systems.

An automatic fire sprinkler systems shall be installed in the following occupancies:

A. In all new buildings within the City of Sierra Madre except group U.

B. All new Group U as classified in the International Fire Code, which are located within thirty five (35) feet of any exposure.

C. All buildings classified as a Group A, B, E, F, H, I, M, S when renovated over seventy five percent (75%) of their existing square footage.

D. All buildings classified as a Group A, B, E, F, H, I, M, S when an addition of fifty percent of their existing square footage is being accomplished.

E. All Group R occupancies shall install an automatic life safety fire sprinkler system in accordance with Code Section 15.24.110.

**SECTION 7. Municipal Code Amendment.** Chapter 15.25 (California Wildland Urban Interface Code) is added to Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code to read as follows:

CHAPTER 15.25 – CALIFORNIA WILDLAND URBAN INTERFACE CODE

SECTION 15.25.010 Adoption of the California Wildland Urban Interface Code

There is hereby adopted by the City Council of the City of Sierra Madre for the purpose of prescribing regulations governing conditions hazardous to life and property from wildfire or conflagration, that certain Code known as the 2025 Edition of the California Wildland Urban Interface Code based on the 2024 Edition of the International Wildland Urban Interface Code published by the International Code Council, from the date on which this ordinance shall take effect, the provisions of the 2025 California Wildland Urban Interface Code shall be controlling within the limits of the City of Sierra Madre.

**SECTION 8. Repeal of Conflicting Ordinances.** All existing ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance or the California Fire Code adopted are hereby repealed.

**SECTION 9. References in Documents and Continuing Legal Effect.** References to prior versions of the California Fire Code, or of the Sierra Madre Municipal Code that are amended or renumbered in this Municipal Code, that are cited on notices issued by the City or other documents of ongoing or continuing legal effect, including resolutions adopting or imposing fees or charges, until converted, are deemed to be references to the new counterpart 2025 Fire Code, 2025 Wildland Urban Interface Code, or amended Municipal Code sections for the purposes of notice and enforcement. The provisions adopted hereby shall not in any manner affect deposits, established fees or other matters of record which refer to, or are otherwise connected with, ordinances which are specifically designated by number, code section or otherwise, but such references shall be deemed to apply to the corresponding provisions set forth in the code sections adopted or amended hereby.

**SECTION 10. Continuity.** To the extent the provisions of this Ordinance are substantially the same as previous provisions of the Sierra Madre Municipal Code, these provisions shall be construed as continuations of those provisions and not as amendments of the earlier provisions.

**SECTION 11. No Effect on Enforceability.** The repeal of any sections of the Municipal Code, shall not affect or impair any act done, or right vested or approved, or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act, vested right, proceeding, suit, or prosecution shall remain in full force and effect for all purposes as if the applicable provisions of the Municipal Code, or part thereof, had remained in force and effect. No offense committed and no liability, penalty, or forfeiture, either civil or criminal, incurred prior to the repeal or alteration of any applicable provision of the 2022 Code as amended, shall be discharged or affected by such repeal or alteration but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceed in all respects as if the applicable provisions of the 2022 Code, as amended, had not been repealed or altered.

**SECTION 12. Supplementary of Existing Law.** The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

**SECTION 13. Modifications to California Fire Code.** All inconsistencies between the Municipal Fire Code, as adopted by this ordinance, and Parts 7 & 9 of Title 24 the California Code of Regulations are changes, modifications, amendments, additions or deletions thereto authorized by California Health and Safety Code Sections 17858 and 17858.7.

**SECTION 14. Findings.** The City Council hereby adopts the findings attached hereto as Exhibit A by this reference fully incorporated herein. These modifications to the 2025 California Fire Code, incorporating the 2024 International Fire Codes are

reasonably necessary due to the local climatic, geological, and topographical reasons set forth in Exhibit A.

**SECTION 15.** Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**SECTION 16.** Effective Date. Pursuant to Government Code Section 36937, this Ordinance shall take effect thirty days after its adoption, or January 1, 2026, whichever is later.

**SECTION 17.** Records. Pursuant to Government Code Section 40801, proof of certification and publication shall be entered in the book of Ordinances of the City Council.

**SECTION 18.** CEQA. This Ordinance has been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines §15061 (b) (3) as a project that has no potential for causing a significant effect on the environment.

**SECTION 19.** Certification. Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Ordinance by the City Council.

**SECTION 20.** Filing with State. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

PASSED, APPROVED AND ADOPTED, this 28th day of October, 2025

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Robert Parkhurst, Mayor

I HEREBY CERTIFY that the foregoing Ordinance was introduced by first reading on the 14th day of October, 2025, and duly adopted at a regular meeting held on the 28th day of October 2025, by the City Council of the City of Sierra Madre, California, by the following vote:

AYES:  
NOES  
ABSTAIN:  
ABSENT:

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Laura Aguilar, City

## EXHIBIT A

### 2025 FIRE CODE & WILDLAND URBAN INTERFACE CODE FINDINGS

Pursuant to Section 13869.7 of the California Health and Safety Code, the report contained herein shall be the "Findings" document to support City of Sierra Madre Ordinance No. 1486 Under this adopting ordinance, specific amendments have been established which are more restrictive in nature than those sections adopted by the State of California (State Building Standards Code, and State Housing and Community Development Code) commonly referred to as Title 24 and Title 25 of the California Administrative Code.

The amendments to the 2025 California Fire Code and California Wildland Urban Interface Code have been recognized by the City of Sierra Madre. The amendments address the fire problem(s), concern(s), and future direction(s), by which the City can establish and maintain an environment which will afford an adequate level of fire and life safety protection to its citizens and guests.

Under the provisions of Section 13869.7 of the Health and Safety Code, local amendments shall be based on climatic, geographical, or topographical conditions. The "Findings" contained herein shall address each of these situations and shall present the local situation, which, either singularly, or in combination, cause the established amendments to be adopted.

#### SIERRA MADRE COMMUNITY PROFILE

The City of Sierra Madre was established in 1881. Sierra Madre encompasses an area of approximately 3.2 square miles at an elevation ranging from 700 to 800 feet above sea level. The residential population is approximately 10,800. The physical location of Sierra Madre is bordered by the city of Pasadena to the west, Arcadia to the south and east and the Angeles National Forest to the north.

The majority of Sierra Madre is residential housing, with a number of small businesses and light industrial, five elementary schools, a middle school, and six churches.

Based on this profile of Sierra Madre, the Sierra Madre Fire Department established certain requirements to increase the level of fire safety to the citizens and guests of Sierra Madre, as well as the buildings within its boundaries. The following points were established as factors, which caused concern to the Sierra Madre Fire Department, and are herein established and submitted as its "Findings:"

#### 1. CLIMATIC

Normal rainfall averages 15 inches annually. During the summer and fall months, temperatures average approximately 85 degrees and can exceed 100 degrees for a period of days. Dry winds remove the moisture from vegetation. During late summer and fall, winds can move a fire quickly across the foothills or through residential areas of Sierra Madre.

Because of periods of high temperatures, accompanied by low humidity and high winds each year. These conditions create an environment in which the Fire Department commits the majority of its fire fighting resources to the control and extinguishment of wildland fires. During such periods, the limited available firefighting resources may have great difficulty in controlling fires in structures with wood roofs and structures not having built-in fire protection.

## 2. GEOLOGICAL

Sierra Madre has within its boundaries active seismic hazards with respect to the San Andreas and Sierra Madre faults. While systems have been developed to study and monitor the activity of earthquakes, science has not yet been able to predict with reliability the potential for activity on these or on any other active fault.

While minor seismic activity within Sierra Madre occurs yearly without damage, the potential for severe damage does exist with these active faults, particularly with the Sierra Madre fault, which traverses the City.

The potential for earthquakes influences fire protection planning. A major seismic event would create a community-wide demand on fire protection services, which would be beyond the response capability of the Fire Department. This potential problem can be partially mitigated by requiring initial fire control through the installation of automatic fire protection systems.

Although the water system in Sierra Madre is rated Class 4 by the Insurance Services Offices, with the above noted hazard, it is possible that major fire flow requirements could be disrupted and automatic fire suppression systems requiring much less water would be the only means of extinguishment.

## 3. TOPOGRAPHICAL

The mountains that border the north of Sierra Madre create a beautiful backdrop, and at the same time, create a unique hazard. As one approaches the mountains, the elevation increases, and this lengthens the response time of emergency vehicles due to the increase in grade. Additionally, the steep, narrow canyons create narrow winding roads that also lengthen response times. The foothills have become prime sites for residential development because of their scenic beauty. These same scenic hills create barriers for accessibility by fire suppression forces.

The topographical layout of Sierra Madre's hillside areas creates hazardous conditions should a storm cause trees to fall and block roadways within Sierra Madre, again making accessibility difficult until properly cleared. These conditions have occurred in the past and have the potential to happen again.

During a fire, fire engines need to utilize the water from the many fire hydrants found in the canyons along these narrow roads. While using these hydrants, the access on the road is severely restricted. These conditions have occurred

in the past and have the potential to happen again. This potential problem can be partially mitigated by requiring new roads to have additional width to the roadway in the vicinity of fire hydrants.

Sierra Madre has areas that are in high fire hazard zones. As stated above, due to topography, access to structures in these fire hazard zones increases response time and delays fire suppression efforts. Extended response times allow fires to grow beyond the control of initial attack resources. Additionally, large structure fires in the hillside areas have a greater likelihood of starting wildland fires, which exposes additional structures to fire.

The value of the land in Sierra Madre is near the top in the County and maximum usage of the land is important to investors and developers. The multi-residential zones located within Sierra Madre encourage developers to seek maximum return on their investment. The most effective method of achieving this is to allow maximum density. This creates buildings that provide minimum required clearances between structures and maximum allowable height. This results in "barriers" that hinder fire-fighting operations, and restrict the movement of emergency personnel and equipment in the vicinity of the structure.

#### STATEMENT OF THE PROBLEM

The Fire Department is charged with the task of providing a reasonable degree of fire and life safety in Sierra Madre with minimum budget and staffing levels.

The City of Sierra Madre places a high value on protection of human life against hazards of fire. While smoke detectors are intended to give an early warning that allow occupants to escape or defend themselves from the hazard of fire, automatic sprinklers are meant to control or extinguish a developing fire to enable occupants to better escape. Sprinkler systems have been found to be highly effective systems for the protection of human life and should be used whenever feasible.

The water supply in Sierra Madre makes extensive use of automatic sprinkler systems feasible. Most of the City is ideally located below the 6 reservoirs, which supply the gravity flow water system with storage capacity in excess of 6 million gallons. Many of our fire service installations maintain static pressures in excess of 80 pounds per square inch. The City of Sierra Madre water distribution system is the major contributing factor toward the fire suppression capabilities of the Sierra Madre Fire Department. There are jurisdictions within the State, which have difficulty providing required water flows for automatic fire sprinkler systems, making the operation of such sprinkler systems less feasible than in the City of Sierra Madre.

The City of Sierra Madre is also subject to certain dangers, making the use of automatic sprinkler systems a more significant factor in fire suppression. The City of Sierra Madre is located in one of the most active earthquake fault systems in the United States. Major damage corresponding to magnitude 7 or higher earthquake can be expected. Severe seismic action would place extreme demands on the limited resources of our small fire department. Communications could be disrupted. Damage to gas and water mains is to be expected. As previously mentioned, the City

of Sierra Madre water system is the key to sprinkler supply. The City of Sierra Madre water system is constructed in a grid to reduce the effect of a single pipe or area of pipes breaking. Therefore, entire system failure due to earthquake is more unlikely than a partial failure. Automatic fire sprinkler systems will operate on much less pressure than normally available in Sierra Madre. Although sprinklers may only partially control a fire, this would be important in reducing the fire problem or delayed response that may be created by broken communications and obstructed access. Automatic fire sprinkler systems would therefore reduce demands on firefighting forces during emergency earthquake conditions.

The Sierra Madre Fire Department's first alarm assignment dependent on mutual aid companies from surrounding cities. Most jurisdictions consider three engine companies, two truck companies, a rescue squad/ambulance, and a Chief Officer to be a minimum for a single-family structure fire.

Because Sierra Madre's Fire Department staffing is dependent upon mutual aid companies from other cities, it is imperative that developers and builders provide built-in fire protection within buildings covered by the City of Sierra Madre Sprinkler Ordinance. Unless fires are kept in their incipient stages, which automatic fire sprinkler systems achieve, the fire department, as presently staffed and equipped cannot function effectively against large or numerous fires. Large or numerous fires necessitate the immediate call for mutual aid, which if available, will be delayed.

Additionally, due to the winding narrow roads that are found in our canyon areas, it is imperative that access on these roads be maintained at all times, especially during a fire when the fire hydrants are being used.

While the adoption of regulations may not prevent incidents of fire, the implementation of the various regulations and/or requirements will reduce the severity and potential loss of life and property in our community.

The serious concerns based on these "Findings", support the imposition of built-in fire protection requirements greater than those set forth in the International Building and Fire Codes. Additionally, Sierra Madre Ordinance No. 1486 will provide effective protection of the populace and property, and help reduce the ravages of fire.

The Sierra Madre Fire Department submits these "Findings" and requests acceptance of same as defined under Section 13869.7 of the State of California Health and Safety Code.

Prepared and submitted by:

  
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Fire Chief Brent Bartlett,  
Sierra Madre Fire Chief

Date October 1, 2025

## ATTACHMENT 2



# City of Sierra Madre AGENDA REPORT

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Brent Bartlett, Fire Chief

REVIEWED BY: Michael Bruckner, City Manager

DATE: October 14, 2025

**SUBJECT: ORDINANCE NO. 1486 RELATING TO THE ADOPTION AND AMENDMENTS TO THE 2025 INTERNATIONAL FIRE CODE AND THE 2025 CALIFORNIA FIRE CODE UPDATES**

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### **STAFF RECOMMENDATION**

It is recommended that the City Council introduce for first reading Ordinance No. 1486 amending various sections of the Sierra Madre Municipal Code (SMMC) pursuant to the 2025 California Fire Code and 2025 California Wildland Urban Interface Code amendments.

### **ALTERNATIVES**

1. Introduce Ordinance No. 1486 for first reading by title only.
2. Direct staff to revise Ordinance No. 1486 and conduct first reading as amended by title only.

### **SUMMARY**

On January 1, 2026, the state of California will be adopting a new fire code. Subsequently, the City of Sierra Madre is required to adopt and enforce the same code with local amendments. Currently, the City is enforcing the 2022 California Fire Code with local amendments. There are no proposed new local amendments to the California Fire Code.

The state has also adopted a new code, known as Title 24, Part 7 California Wildland Urban Interface Code, through the California Building Standards Commission. There are no new state or local amendments in the 2025 California Wildland Urban Interface Code, as this new statewide code is merely a reorganization and consolidation of existing statutes, codes, and standards into a single document for ease of use by the authority having jurisdiction, as well as property owners or developers.

Ordinance No. 1486 amends Title 15.24 of the Sierra Madre Municipal Code relating to

the adoption and amendment of the 2025 California Fire Code and 2025 California Wildland Urban Interface Code to meet with State requirements. Additionally, this Ordinance continues all previous amendments from 2022 with no additional changes.

## **ANALYSIS**

Ordinance No. 1486 amends Title 15.24 as follows:

Section 1. Section 15.24.010 is amended to adopt the 2025 California Fire Code.

Section 2. Section 15.24.020 is amended to replace the words “International Fire Code” with “California Fire Code”

Section 3. Section 15.24.070 Amendments to the California Fire Code.

Section 101.1 of the California Fire Code is amended to identify “this code” as the Sierra Madre Fire Code.

Section 113.4 identifies fire code violations and penalties as misdemeanors, and may be punishable by administrative, civil, or criminal action.

Section 114.4 identifies failure to comply penalties as misdemeanors, and may be punishable by administrative, civil, or criminal action.

Section 307.4.2 of the California Fire Code is amended to allow the Fire Code Official to order recreational fires to be discontinued if such fires constitute a hazardous condition or if atmospheric conditions reach critical levels.

Section 503.2.1 of the California Fire Code is amended to require new fire access roads to have a minimum width of 26 feet within 25 feet of each side of a fire hydrant. This requirement will prevent the problem of an access road being blocked when a fire engine is utilizing a fire hydrant.

Sections 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.5, 903.2.6, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.10 and 903.2.10.1 of the fire code are amended in order to maintain the current fire sprinkler requirements as set forth in Section 15.24.120 of the Sierra Madre Municipal Code.

APPENDIX D-Fire Apparatus Access Roads is adopted and amended to continue to require new fire access roads to have a minimum width of 26 feet within 25 feet of each side of a fire hydrant. This requirement will help prevent the problem of an access road being blocked when a fire engine is utilizing a fire hydrant.

Section 4. Section 15.24.110 is amended to include additional design options for residential fire sprinklers by adding “Section R309 of the California Residential Code”, and continue existing requirements for residential buildings being renovated based on

square footage percentages.

Section 5. Section 15.24.120 is amended to continue to require automatic fire sprinklers in buildings being renovated based on square footage percentages.

Section 6. Section 15.25.010 is established to adopt the 2025 California Wildland Urban Interface Code as published with no amendments.

Sections 7-19. Repeal of Conflicting Ordinances and other legal Code Adoption language.

### **ENVIRONMENTAL (CEQA)**

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

### **STRATEGIC PLAN CORRELATION**

Ordinance No. 1486 and enforcement of the 2025 California Fire Code and 2025 California Wildland Urban Interface Code is aligned with Goal 2: Public Safety.

### **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 Sections 65090 and 50022.2, including publication of a summary notice of public hearing in the local adjudicated newspaper. Copies of this report can be accessed on the City's website at [sierramadreca.gov](http://sierramadreca.gov).

### **FINANCIAL REVIEW/SOURCE OF FUNDING**

There is no impact to the General Fund. The adoption of Ordinance No. 1486 to enforce the 2025 California Fire Code and the 2025 California Wildland Urban Interface Code, along with local amendments, will not result in any direct fiscal impact to the City of Sierra Madre. The ordinance involves the continuation of the current code enforcement practices and does not introduce any new local amendments or operational costs. Staff time has already been incurred in preparing the report and draft ordinance; however, no additional funds or expenditures are required for implementation beyond normal administrative duties. Therefore, the proposed action is considered fiscally neutral for the City.

**Attachments** [Omitted for the October 28, 2025 Agenda Report]

Attachment 1: City Council Ordinance No. 1486 - 2025 Fire Code & California Wildland Urban Interface Code Adoption

Exhibit A: Sierra Madre Fire Department 2025 Fire Code & California Wildland Urban Interface Code Findings

**ORDINANCE NO. 1486**

**AN ORDINANCE OF THE CITY OF SIERRA MADRE  
AMENDING CHAPTER 15.24 (FIRE CODE) AND  
ADDING CHAPTER 15.25 (CALIFORNIA WILDLAND  
URBAN INTERFACE CODE) OF TITLE 15 (BUILDINGS  
AND CONSTRUCTION) OF THE SIERRA MADRE  
MUNICIPAL CODE**

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

**SECTION 1. Municipal Code Amendment.** Section 15.24.010 of Chapter 15.24 (Fire Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is hereby amended to read as follows:

SECTION 15.24.010           Adoption of the California Fire Code

There is hereby adopted by the City Council of the City of Sierra Madre for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain Code known as the 2025 Edition of the California Fire Code based on the 2024 Edition of the International Fire Code published by the International Code Council except such portions as are hereinafter deleted, modified or amended by Section 15.24.070 of the Sierra Madre Municipal Code and portions of the International Fire Code. From the date on which this ordinance shall take effect, the provisions of the 2025 California Fire Code shall be controlling within the limits of the City of Sierra Madre.

**SECTION 2. Municipal Code Amendment.** Section 15.24.020 of Chapter 15.24 (Fire Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is hereby amended to read as follows:

SECTION 15.24.020 - Establishment and duties of the bureau of fire prevention.

The California Fire Code shall be enforced by the bureau of fire prevention in the fire department of the city which is established and which shall be operated under the supervision of the chief of the fire department.

**SECTION 3. Municipal Code Amendment.** Section 15.24.070 of Chapter 15.24 (Fire Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is hereby amended to read as follows:

SECTION 15.24.070   Amendments to the 2025 California Fire Code

**A.   Section 101.1 is amended to read as follows:**

101.1 Title. These regulations shall be known as the *Fire Code* of the City of Sierra Madre, hereinafter referred to as "this code".

**B. Section 113.4 is amended to read as follows:**

113.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, and may be punishable by administrative, civil, or criminal action. An administrative, civil, or criminal action may be brought concurrently with any other process regarding the same violation. Each day such violation is committed or permitted is to constitute a separate offense and shall be punishable as such.

**C. Section 114.4 is amended to read as follows:**

114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor, and may be punishable by administrative, civil, or criminal action. An administrative, civil, or criminal action may be brought concurrently with any other process regarding the same violation. Each day such violation is committed or permitted is to constitute a separate offense and shall be punishable as such.

**D. Section 307.4.2 is amended to read as follows:**

307.4.2 Recreational fires. Recreational fires shall not be conducted within 25 feet (760mm) of a structure or combustible material. Conditions which could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated.

Discontinuance. The fire code official or his representative is authorized to require that recreational fires be immediately discontinued if such fires are determined by the chief to constitute a hazardous condition or if atmospheric conditions reach critical levels as specified in the policies and procedures of the fire prevention bureau.

**E. Section 503.2.1 is amended to read as follows due to local topographical conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), except for approved security gates in accordance with section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115mm).

When fire hydrants are required, fire apparatus access roads shall have an unobstructed width of not less than 26 feet (4114 mm) within a linear distance of 25 feet (7620 mm) each side of the hydrant.

**F. Section 903.2.1.1 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided for Group A-1 occupancies in accordance with Code section 15.24.120.

**G. Section 903.2.1.2 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided for Group A-2 occupancies in accordance with Code section 15.24.120.

**H. Section 903.2.1.3 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided for Group A-3 occupancies in accordance with Code section 15.24.120.

**I. Section 903.2.1.4 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided for Group A-4 occupancies in accordance with Code section 15.24.120.

**J. Section 903.2.1.5 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided for Group A-5 occupancies in the following areas: concession stands, retail areas, press boxes, and other accessory use areas in accordance with Code section 15.24.120.

**K. Section 903.2.2 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.2 Group B. An automatic sprinkler system shall be provided throughout all buildings containing a Group B occupancy in accordance with Code section 15.24.120.

**L. Section 903.2.3 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.3 Group E. An automatic sprinkler system shall be provided throughout all buildings containing a Group E occupancy in accordance with Code section 15.24.120. (exception: For public school state-funded construction projects see Section 903.2.19)

**M. Section 903.2.4 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy in accordance with Code section 15.24.120.

**N. Section 903.2.5 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.5 Group H. Automatic sprinkler systems shall be provided in high-hazard occupancies as required in Sections 903.2.5.1 through 903.2.5.3.

903.2.5.1 General, An automatic sprinkler system shall be installed in Group H occupancies. in accordance with Code section 15.24.120.

**O. Section 903.2.6 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.6 Group I. An automatic sprinkler system shall be provided throughout buildings with a Group I in accordance with Code section 15.24.120.

**P. Section 903.2.7 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire**

**Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy in accordance with Code section 15.24.120.

**Q. Section 903.2.8 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area and in accordance with Code section 15.24.110.

**R. Section 903.2.9 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 in accordance with Code section 15.24.120.

**S. Section 903.2.9.1 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Code section 15.24.120.

**T. Section 903.2.9.2 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.9.2 Bulk storage of tires. Buildings and structures with an area for the storage of tires shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

**U. Section 903.2.10 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 of the *California Building Code* or where located beneath other groups.

**V. Section 903.2.10.1 is amended to read as follows due to local topographical, geological and climatic conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

903.2.10.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles in accordance with Code section 15.24.120

**W. APPENDIX D-Fire Apparatus Access Roads is adopted and amended to read as follows due to local topographical conditions as identified in the 2025 Fire Code Findings of Fact as filed with the California Building Standards Commission:**

D103.1 Access road width with a fire hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), within a linear distance of 25 feet (7620 mm) each side of the hydrant, exclusive of shoulders.

**SECTION 4. Municipal Code Amendment. Section 15.24.090 of the Sierra Madre Municipal Code is hereby amended to read as follows:**

The sale possession or discharge of all fireworks is prohibited within the city. The provisions of this section will not apply to public displays of fireworks conducted by a licensed pyrotechnic engineer.

**SECTION 5. Municipal Code Amendment.** Section 15.24.110 of Chapter 15.24 (Fire Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is hereby amended to read as follows:

15.24.110 - Automatic life safety support sprinkler system.

An approved automatic life safety support sprinkler system shall be installed in all occupancies and locations as set forth in this section and shall meet all designated National Fire Protection Association (NFPA) code requirements, or Section R309 of the California Residential Code as adopted by the State of California and the policies and procedures of the Sierra Madre Fire Prevention Bureau as currently specified and amended by the Sierra Madre Municipal Code:

A. All newly constructed residential occupancies shall install an automatic life safety support sprinkler system as an integral aspect of their new construction.

B. All residential occupancies being renovated over seventy percent of their existing square footage in a twelve-month period shall install a life safety support sprinkler system throughout the entire occupancy.

C. All residential occupancies where an addition of fifty percent or more of the existing square footage is being accomplished in a twelve-month period shall install a life safety support sprinkler system throughout the entire occupancy.

**SECTION 6. Municipal Code Amendment.** Section 15.24.120 of Chapter 15.24 (Fire Code) of Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code is hereby amended to read as follows:

15.24.120 - Automatic fire extinguishing systems.

An automatic fire sprinkler systems shall be installed in the following occupancies:

A. In all new buildings within the City of Sierra Madre except group U.

B. All new Group U as classified in the International Fire Code, which are located within thirty five (35) feet of any exposure.

C. All buildings classified as a Group A, B, E, F, H, I, M, S when renovated over seventy five percent (75%) of their existing square footage.

D. All buildings classified as a Group A, B, E, F, H, I, M, S when an addition of fifty percent of their existing square footage is being accomplished.

E. All Group R occupancies shall install an automatic life safety fire sprinkler system in accordance with Code Section 15.24.110.

**SECTION 7. Municipal Code Amendment.** Chapter 15.25 (California Wildland Urban Interface Code) is added to Title 15 (Buildings and Construction) of the Sierra Madre Municipal Code to read as follows:

CHAPTER 15.25 – CALIFORNIA WILDLAND URBAN INTERFACE CODE

SECTION 15.25.010 Adoption of the California Wildland Urban Interface Code

There is hereby adopted by the City Council of the City of Sierra Madre for the purpose of prescribing regulations governing conditions hazardous to life and property from wildfire or conflagration, that certain Code known as the 2025 Edition of the California Wildland Urban Interface Code based on the 2024 Edition of the International Wildland Urban Interface Code published by the International Code Council, from the date on which this ordinance shall take effect, the provisions of the 2025 California Wildland Urban Interface Code shall be controlling within the limits of the City of Sierra Madre.

**SECTION 8. Repeal of Conflicting Ordinances.** All existing ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance or the California Fire Code adopted are hereby repealed.

**SECTION 9. References in Documents and Continuing Legal Effect.** References to prior versions of the California Fire Code, or of the Sierra Madre Municipal Code that are amended or renumbered in this Municipal Code, that are cited on notices issued by the City or other documents of ongoing or continuing legal effect, including resolutions adopting or imposing fees or charges, until converted, are deemed to be references to the new counterpart 2025 Fire Code, 2025 Wildland Urban Interface Code, or amended Municipal Code sections for the purposes of notice and enforcement. The provisions adopted hereby shall not in any manner affect deposits, established fees or other matters of record which refer to, or are otherwise connected with, ordinances which are specifically designated by number, code section or otherwise, but such references shall be deemed to apply to the corresponding provisions set forth in the code sections adopted or amended hereby.

**SECTION 10. Continuity.** To the extent the provisions of this Ordinance are substantially the same as previous provisions of the Sierra Madre Municipal Code, these provisions shall be construed as continuations of those provisions and not as amendments of the earlier provisions.

**SECTION 11. No Effect on Enforceability.** The repeal of any sections of the Municipal Code, shall not affect or impair any act done, or right vested or approved, or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act, vested right, proceeding, suit, or prosecution shall remain in full force and effect for all purposes as if the applicable provisions of the Municipal Code, or part thereof, had remained in force and effect. No offense committed and no liability, penalty, or forfeiture, either civil or criminal, incurred prior to the repeal or alteration of any applicable provision of the 2022 Code as amended, shall be discharged or affected by such repeal or alteration but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceed in all respects as if the applicable provisions of the 2022 Code, as amended, had not been repealed or altered.

**SECTION 12. Supplementary of Existing Law.** The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

**SECTION 13. Modifications to California Fire Code.** All inconsistencies between the Municipal Fire Code, as adopted by this ordinance, and Parts 7 & 9 of Title 24 the California Code of Regulations are changes, modifications, amendments, additions or deletions thereto authorized by California Health and Safety Code Sections 17858 and 17858.7.

**SECTION 14. Findings.** The City Council hereby adopts the findings attached hereto as Exhibit A by this reference fully incorporated herein. These modifications to the 2025 California Fire Code, incorporating the 2024 International Fire Codes are

reasonably necessary due to the local climatic, geological, and topographical reasons set forth in Exhibit A.

**SECTION 15.** Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**SECTION 16.** Effective Date. Pursuant to Government Code Section 36937, this Ordinance shall take effect thirty days after its adoption, or January 1, 2026, whichever is later.

**SECTION 17.** Records. Pursuant to Government Code Section 40801, proof of certification and publication shall be entered in the book of Ordinances of the City Council.

**SECTION 18.** CEQA. This Ordinance has been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines §15061 (b) (3) as a project that has no potential for causing a significant effect on the environment.

**SECTION 19.** Certification. Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Ordinance by the City Council.

**SECTION 20.** Filing with State. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

PASSED, APPROVED AND ADOPTED, this 28th day of October, 2025

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Robert Parkhurst, Mayor

I HEREBY CERTIFY that the foregoing Ordinance was introduced by first reading on the 14th day of October, 2025, and duly adopted at a regular meeting held on the 28th day of October 2025, by the City Council of the City of Sierra Madre, California, by the following vote:

AYES:  
NOES  
ABSTAIN:  
ABSENT:

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Laura Aguilar, City

## EXHIBIT A

### 2025 FIRE CODE & WILDLAND URBAN INTERFACE CODE FINDINGS

Pursuant to Section 13869.7 of the California Health and Safety Code, the report contained herein shall be the "Findings" document to support City of Sierra Madre Ordinance No. 1486 Under this adopting ordinance, specific amendments have been established which are more restrictive in nature than those sections adopted by the State of California (State Building Standards Code, and State Housing and Community Development Code) commonly referred to as Title 24 and Title 25 of the California Administrative Code.

The amendments to the 2025 California Fire Code and California Wildland Urban Interface Code have been recognized by the City of Sierra Madre. The amendments address the fire problem(s), concern(s), and future direction(s), by which the City can establish and maintain an environment which will afford an adequate level of fire and life safety protection to its citizens and guests.

Under the provisions of Section 13869.7 of the Health and Safety Code, local amendments shall be based on climatic, geographical, or topographical conditions. The "Findings" contained herein shall address each of these situations and shall present the local situation, which, either singularly, or in combination, cause the established amendments to be adopted.

### SIERRA MADRE COMMUNITY PROFILE

The City of Sierra Madre was established in 1881. Sierra Madre encompasses an area of approximately 3.2 square miles at an elevation ranging from 700 to 800 feet above sea level. The residential population is approximately 10,800. The physical location of Sierra Madre is bordered by the city of Pasadena to the west, Arcadia to the south and east and the Angeles National Forest to the north.

The majority of Sierra Madre is residential housing, with a number of small businesses and light industrial, five elementary schools, a middle school, and six churches.

Based on this profile of Sierra Madre, the Sierra Madre Fire Department established certain requirements to increase the level of fire safety to the citizens and guests of Sierra Madre, as well as the buildings within its boundaries. The following points were established as factors, which caused concern to the Sierra Madre Fire Department, and are herein established and submitted as its "Findings:"

#### 1. CLIMATIC

Normal rainfall averages 15 inches annually. During the summer and fall months, temperatures average approximately 85 degrees and can exceed 100 degrees for a period of days. Dry winds remove the moisture from vegetation. During late summer and fall, winds can move a fire quickly across the foothills or through residential areas of Sierra Madre.

Because of periods of high temperatures, accompanied by low humidity and high winds each year. These conditions create an environment in which the Fire Department commits the majority of its fire fighting resources to the control and extinguishment of wildland fires. During such periods, the limited available firefighting resources may have great difficulty in controlling fires in structures with wood roofs and structures not having built-in fire protection.

## 2. GEOLOGICAL

Sierra Madre has within its boundaries active seismic hazards with respect to the San Andreas and Sierra Madre faults. While systems have been developed to study and monitor the activity of earthquakes, science has not yet been able to predict with reliability the potential for activity on these or on any other active fault.

While minor seismic activity within Sierra Madre occurs yearly without damage, the potential for severe damage does exist with these active faults, particularly with the Sierra Madre fault, which traverses the City.

The potential for earthquakes influences fire protection planning. A major seismic event would create a community-wide demand on fire protection services, which would be beyond the response capability of the Fire Department. This potential problem can be partially mitigated by requiring initial fire control through the installation of automatic fire protection systems.

Although the water system in Sierra Madre is rated Class 4 by the Insurance Services Offices, with the above noted hazard, it is possible that major fire flow requirements could be disrupted and automatic fire suppression systems requiring much less water would be the only means of extinguishment.

## 3. TOPOGRAPHICAL

The mountains that border the north of Sierra Madre create a beautiful backdrop, and at the same time, create a unique hazard. As one approaches the mountains, the elevation increases, and this lengthens the response time of emergency vehicles due to the increase in grade. Additionally, the steep, narrow canyons create narrow winding roads that also lengthen response times. The foothills have become prime sites for residential development because of their scenic beauty. These same scenic hills create barriers for accessibility by fire suppression forces.

The topographical layout of Sierra Madre's hillside areas creates hazardous conditions should a storm cause trees to fall and block roadways within Sierra Madre, again making accessibility difficult until properly cleared. These conditions have occurred in the past and have the potential to happen again.

During a fire, fire engines need to utilize the water from the many fire hydrants found in the canyons along these narrow roads. While using these hydrants, the access on the road is severely restricted. These conditions have occurred

in the past and have the potential to happen again. This potential problem can be partially mitigated by requiring new roads to have additional width to the roadway in the vicinity of fire hydrants.

Sierra Madre has areas that are in high fire hazard zones. As stated above, due to topography, access to structures in these fire hazard zones increases response time and delays fire suppression efforts. Extended response times allow fires to grow beyond the control of initial attack resources. Additionally, large structure fires in the hillside areas have a greater likelihood of starting wildland fires, which exposes additional structures to fire.

The value of the land in Sierra Madre is near the top in the County and maximum usage of the land is important to investors and developers. The multi-residential zones located within Sierra Madre encourage developers to seek maximum return on their investment. The most effective method of achieving this is to allow maximum density. This creates buildings that provide minimum required clearances between structures and maximum allowable height. This results in "barriers" that hinder fire-fighting operations, and restrict the movement of emergency personnel and equipment in the vicinity of the structure.

#### STATEMENT OF THE PROBLEM

The Fire Department is charged with the task of providing a reasonable degree of fire and life safety in Sierra Madre with minimum budget and staffing levels.

The City of Sierra Madre places a high value on protection of human life against hazards of fire. While smoke detectors are intended to give an early warning that allow occupants to escape or defend themselves from the hazard of fire, automatic sprinklers are meant to control or extinguish a developing fire to enable occupants to better escape. Sprinkler systems have been found to be highly effective systems for the protection of human life and should be used whenever feasible.

The water supply in Sierra Madre makes extensive use of automatic sprinkler systems feasible. Most of the City is ideally located below the 6 reservoirs, which supply the gravity flow water system with storage capacity in excess of 6 million gallons. Many of our fire service installations maintain static pressures in excess of 80 pounds per square inch. The City of Sierra Madre water distribution system is the major contributing factor toward the fire suppression capabilities of the Sierra Madre Fire Department. There are jurisdictions within the State, which have difficulty providing required water flows for automatic fire sprinkler systems, making the operation of such sprinkler systems less feasible than in the City of Sierra Madre.

The City of Sierra Madre is also subject to certain dangers, making the use of automatic sprinkler systems a more significant factor in fire suppression. The City of Sierra Madre is located in one of the most active earthquake fault systems in the United States. Major damage corresponding to magnitude 7 or higher earthquake can be expected. Severe seismic action would place extreme demands on the limited resources of our small fire department. Communications could be disrupted. Damage to gas and water mains is to be expected. As previously mentioned, the City

of Sierra Madre water system is the key to sprinkler supply. The City of Sierra Madre water system is constructed in a grid to reduce the effect of a single pipe or area of pipes breaking. Therefore, entire system failure due to earthquake is more unlikely than a partial failure. Automatic fire sprinkler systems will operate on much less pressure than normally available in Sierra Madre. Although sprinklers may only partially control a fire, this would be important in reducing the fire problem or delayed response that may be created by broken communications and obstructed access. Automatic fire sprinkler systems would therefore reduce demands on firefighting forces during emergency earthquake conditions.

The Sierra Madre Fire Department's first alarm assignment dependent on mutual aid companies from surrounding cities. Most jurisdictions consider three engine companies, two truck companies, a rescue squad/ambulance, and a Chief Officer to be a minimum for a single-family structure fire.

Because Sierra Madre's Fire Department staffing is dependent upon mutual aid companies from other cities, it is imperative that developers and builders provide built-in fire protection within buildings covered by the City of Sierra Madre Sprinkler Ordinance. Unless fires are kept in their incipient stages, which automatic fire sprinkler systems achieve, the fire department, as presently staffed and equipped cannot function effectively against large or numerous fires. Large or numerous fires necessitate the immediate call for mutual aid, which if available, will be delayed.

Additionally, due to the winding narrow roads that are found in our canyon areas, it is imperative that access on these roads be maintained at all times, especially during a fire when the fire hydrants are being used.

While the adoption of regulations may not prevent incidents of fire, the implementation of the various regulations and/or requirements will reduce the severity and potential loss of life and property in our community.

The serious concerns based on these "Findings", support the imposition of built-in fire protection requirements greater than those set forth in the International Building and Fire Codes. Additionally, Sierra Madre Ordinance No. 1486 will provide effective protection of the populace and property, and help reduce the ravages of fire.

The Sierra Madre Fire Department submits these "Findings" and requests acceptance of same as defined under Section 13869.7 of the State of California Health and Safety Code.

Prepared and submitted by:

  
\_\_\_\_\_  
Fire Chief Brent Bartlett,  
Sierra Madre Fire Chief

Date October 1, 2025

## ATTACHMENT 2



# City of Sierra Madre AGENDA REPORT

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Brent Bartlett, Fire Chief

REVIEWED BY: Michael Bruckner, City Manager

DATE: October 14, 2025

**SUBJECT: ORDINANCE NO. 1486 RELATING TO THE ADOPTION AND AMENDMENTS TO THE 2025 INTERNATIONAL FIRE CODE AND THE 2025 CALIFORNIA FIRE CODE UPDATES**

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### **STAFF RECOMMENDATION**

It is recommended that the City Council introduce for first reading Ordinance No. 1486 amending various sections of the Sierra Madre Municipal Code (SMMC) pursuant to the 2025 California Fire Code and 2025 California Wildland Urban Interface Code amendments.

### **ALTERNATIVES**

1. Introduce Ordinance No. 1486 for first reading by title only.
2. Direct staff to revise Ordinance No. 1486 and conduct first reading as amended by title only.

### **SUMMARY**

On January 1, 2026, the state of California will be adopting a new fire code. Subsequently, the City of Sierra Madre is required to adopt and enforce the same code with local amendments. Currently, the City is enforcing the 2022 California Fire Code with local amendments. There are no proposed new local amendments to the California Fire Code.

The state has also adopted a new code, known as Title 24, Part 7 California Wildland Urban Interface Code, through the California Building Standards Commission. There are no new state or local amendments in the 2025 California Wildland Urban Interface Code, as this new statewide code is merely a reorganization and consolidation of existing statutes, codes, and standards into a single document for ease of use by the authority having jurisdiction, as well as property owners or developers.

Ordinance No. 1486 amends Title 15.24 of the Sierra Madre Municipal Code relating to

the adoption and amendment of the 2025 California Fire Code and 2025 California Wildland Urban Interface Code to meet with State requirements. Additionally, this Ordinance continues all previous amendments from 2022 with no additional changes.

## **ANALYSIS**

Ordinance No. 1486 amends Title 15.24 as follows:

Section 1. Section 15.24.010 is amended to adopt the 2025 California Fire Code.

Section 2. Section 15.24.020 is amended to replace the words “International Fire Code” with “California Fire Code”

Section 3. Section 15.24.070 Amendments to the California Fire Code.

Section 101.1 of the California Fire Code is amended to identify “this code” as the Sierra Madre Fire Code.

Section 113.4 identifies fire code violations and penalties as misdemeanors, and may be punishable by administrative, civil, or criminal action.

Section 114.4 identifies failure to comply penalties as misdemeanors, and may be punishable by administrative, civil, or criminal action.

Section 307.4.2 of the California Fire Code is amended to allow the Fire Code Official to order recreational fires to be discontinued if such fires constitute a hazardous condition or if atmospheric conditions reach critical levels.

Section 503.2.1 of the California Fire Code is amended to require new fire access roads to have a minimum width of 26 feet within 25 feet of each side of a fire hydrant. This requirement will prevent the problem of an access road being blocked when a fire engine is utilizing a fire hydrant.

Sections 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.5, 903.2.6, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2, 903.2.10 and 903.2.10.1 of the fire code are amended in order to maintain the current fire sprinkler requirements as set forth in Section 15.24.120 of the Sierra Madre Municipal Code.

APPENDIX D-Fire Apparatus Access Roads is adopted and amended to continue to require new fire access roads to have a minimum width of 26 feet within 25 feet of each side of a fire hydrant. This requirement will help prevent the problem of an access road being blocked when a fire engine is utilizing a fire hydrant.

Section 4. Section 15.24.110 is amended to include additional design options for residential fire sprinklers by adding “Section R309 of the California Residential Code”, and continue existing requirements for residential buildings being renovated based on

square footage percentages.

Section 5. Section 15.24.120 is amended to continue to require automatic fire sprinklers in buildings being renovated based on square footage percentages.

Section 6. Section 15.25.010 is established to adopt the 2025 California Wildland Urban Interface Code as published with no amendments.

Sections 7-19. Repeal of Conflicting Ordinances and other legal Code Adoption language.

### **ENVIRONMENTAL (CEQA)**

The proposed action does not constitute as a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

### **STRATEGIC PLAN CORRELATION**

Ordinance No. 1486 and enforcement of the 2025 California Fire Code and 2025 California Wildland Urban Interface Code is aligned with Goal 2: Public Safety.

### **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 Sections 65090 and 50022.2, including publication of a summary notice of public hearing in the local adjudicated newspaper. Copies of this report can be accessed on the City’s website at [sierramadreca.gov](http://sierramadreca.gov).

### **FINANCIAL REVIEW/SOURCE OF FUNDING**

There is no impact to the General Fund. The adoption of Ordinance No. 1486 to enforce the 2025 California Fire Code and the 2025 California Wildland Urban Interface Code, along with local amendments, will not result in any direct fiscal impact to the City of Sierra Madre. The ordinance involves the continuation of the current code enforcement practices and does not introduce any new local amendments or operational costs. Staff time has already been incurred in preparing the report and draft ordinance; however, no additional funds or expenditures are required for implementation beyond normal administrative duties. Therefore, the proposed action is considered fiscally neutral for the City.

**Attachments** [Omitted for the October 28, 2025 Agenda Report]

Attachment 1: City Council Ordinance No. 1486 - 2025 Fire Code & California Wildland Urban Interface Code Adoption

Exhibit A: Sierra Madre Fire Department 2025 Fire Code & California Wildland Urban Interface Code Findings



# City of Sierra Madre AGENDA REPORT

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

*Sue Spears, City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Katelyn Huang, Assistant Planner  
Aleks Giragosian, City Attorney

REVIEWED BY: Michael Bruckner, City Manager  
Clare Lin, Director of Planning & Community Preservation  
Joshua Wolf, Senior Planner  
Julia Homaechevarria, Deputy City Attorney

DATE: October 28, 2025

**SUBJECT: FIRST READING OF ORDINANCE NO. 1488 AMENDING  
CHAPTER 17.72 (SIGNS) OF TITLE 17 (ZONING) OF THE SIERRA  
MADRE MUNICIPAL CODE**

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## **RECOMMENDATION**

It is recommended the City Council conduct its first reading of Ordinance No. 1488 amending Chapter 17.72 (Signs) of Title 17 (Zoning) of the Sierra Madre Municipal Code.

## **ALTERNATIVES**

The City Council may:

1. Adopt Ordinance No. 1488 amending Chapter 17.72 (Signs) of Title 17 (Zoning) of the Sierra Madre Municipal Code; or
2. Adopt with modifications Ordinance No. 1488; or
3. Continue consideration of Ordinance No. 1488; or
4. Reject consideration of Ordinance No. 1488.

## **EXECUTIVE SUMMARY**

Sierra Madre Municipal Code ("SMMC") Chapter 17.72 regulates the placement and design of signs on public and private property within the City. Chapter 17.72 was adopted in 2003 (Ordinance No. 1205) and has not been updated since its adoption. It is recommended that the City Council conduct the first reading of Ordinance No. 1488, amending Chapter 17.72 (Signs) of Title 17 (Zoning) of the Sierra Madre Municipal Code.

## **BACKGROUND**

On December 10, 2024, Mayor Pro Tem Lowe requested to agendaize a discussion of political and election related signs in the public parkway. On February 11, 2025, the City Council considered the regulation of signs under Chapter 17.72. During the discussion, there was some uncertainty regarding what constitutes the “public parkway”, as that term is not defined under Chapter 17.72. Additionally, the City Attorney raised a concern regarding the potential unconstitutionality of specifically limiting the installation of political and election related signs. According to the February 11, 2025, meeting minutes, the City Council directed staff to clarify the following:

- Who maintains the parkways and why?
- The homeowner’s right to use the parkway.
- Signs in general.
- Are there state and county restrictions that apply to the City?
- For election signs, are there time restrictions?”

At the September 9, 2025, City Council meeting, the City Council requested the Planning Commission recommend amendments to SMMC Chapter 17.72 (Signs) to address the issues relating to *Regulation of Signs in Right-of-Ways and Regulation of Election and Political Signs*. Lastly, the City Council requested the Planning Commission consider whether to regulate the number of signs on private property and, if appropriate, how many.

On September 18, 2025, the Planning Commission held a public hearing on the draft ordinance with the proposed amendments:

- Definitions for “Parkway” and “Right-of-way”.
- Prohibition on signs located on public property or right-of-way unless specifically authorized and non-public-facing signs.
- Remove regulations for election and political signs that impose content-based restrictions.
- Temporary signs in Residential Zones.

The Planning Commission unanimously approved the Municipal Code Text Amendment (MCTA 25-03), pursuant to Planning Commission Resolution No. 25-13 (Attachment B) with changes regarding separation requirements for temporary signs and the definition for “Right-of-way”.

## **ANALYSIS**

The proposed amendments to Sierra Madre Municipal Code Chapter 17.72 (Signs) are intended to update and refine the City’s sign regulations to ensure consistency with constitutional requirements and provide greater clarity regarding sign placement. The existing ordinance, adopted in 2003, has never been amended since its adoption. The proposed amendments address these deficiencies by providing clear definitions for “Parkway” and “Right-of-way”, eliminating content-based regulations on speech, and consolidating residential signage standards to improve clarity, consistency, and enforceability.

### *Issue 1: Regulation of Signs in Right-of-Ways*

There are a number of sections in Chapter 17.72 limiting the placement of signs in the right-of-

way; however, it is not clear what constitutes a parkway and who may install or remove signs within the parkway.

SMMC 17.72.020 imposes a blanket prohibition on signs in the right-of-way, stating, “The following signs are inconsistent with the purposes and standards of this chapter and are therefore prohibited: ... Signs on public property or right-of-way unless otherwise authorized within this chapter, and as provided in Section 17.20.020(J)(6) [garage sale signs] ... All off-site signs ... .” SMMC 17.72.030(K)(4) & (L)(3) state “Signs shall not be nailed to trees, fences, public utility poles and shall not be located in the public right-of-way.”

Neither “Parkway” nor “Right-of-way” are defined terms in Chapter 17.72. SMMC 10.04.130 (related to vehicles and traffic) defines “Parkway” to mean, “That portion of the street other than a traveled roadway.” SMMC 5.32.200 (related to cable television systems) defines “Public right-of-ways” to mean, “any of the following that are controlled, used or dedicated for use by the public and located within the city’s jurisdictional limits: streets, roadways, highways, avenues, lanes, alleys, sidewalks, rights-of-way and similar public property within which grantee may place its facilities for operating a cable system.” SMMC 12.16.010 defines “Streets” to mean, “Public streets and public parkways, including the public sidewalks.” The definitions are scattered throughout different parts of the Code and inconsistent.

Property owners are generally responsible for maintaining the public parkway owned by the City. SMMC 10.08.210 imposes an obligation on adjacent property owners to maintain their hedges, shrubbery, and trees in parkways. SMMC 16.32.150 mandates the subdivider of a parcel to plant trees in parkways. But it is not clear whether the maintenance obligations under the different code sections cited applies to signs not installed by the property owner.

### *Issue 2: Regulation of Election and Political Signs*

SMMC 17.72.030(K) regulates election signs and SMMC 17.72.030(L) regulates political signs. These regulations were adopted in 2003, but the case law has evolved, especially following the seminal U.S. Supreme Court case of *Reed v. Town of Gilbert* (2015) 576 U.S. 155.

Under the First Amendment, restrictions on speech that are content-based — meaning regulations of speech based on the subject matter or the message expressed — are presumptively unconstitutional and subject to strict scrutiny, justified only if they are narrowly tailored to serve a compelling state interest. (*R.A.V. v. St. Paul* (1992) 505 U.S. 377, 395; *Simon & Schuster, Inc. v. Members of N.Y. State Crime Victims Bd.* (1991) 502 U.S. 105, 115.)

A municipal code that singles out “political signs” or “election signs” for regulation, are facially content-based because it imposes unique regulations based entirely on the communicative content of the sign. (*Reed v. Town of Gilbert* (2015) 576 U.S. 155.) Such laws must withstand strict scrutiny—a standard that is rarely satisfied. Municipalities may regulate signs based on content-neutral considerations, such as size, location, materials of signs or for safety, but carving out political or election signs for disparate treatment impermissibly privileges or disadvantages speech based on its communicative content.

Courts have routinely struck ordinances that single out election or political signs, finding they cannot be justified as a mere exercise of aesthetics or traffic safety. (*Clark v. City of Williamsburg, Kansas* (2019) 388 F.Supp.3d 1346 [holding that city ordinance was not narrowly tailored to interests of aesthetics or traffic safety].)

Requirements that signs be summarily removed 10 days after an election have survived challenges (*Baldwin v Redwood City* (9th Cir 1976) 540 F2d 1360); however, courts have struck down limits on how far in advance an election sign may be posted, because such signage would be effectively banned other times of the year. (*City of Antioch v. Candidates' Outdoor Graphic serv.* (ND Cal 1982) 557 F. Supp 52, 60.) Further, removal deposits and permit systems have been deemed unnecessarily burdensome and arbitrary in light of the interests such regulations may properly serve. (*Baldwin v Redwood City* (9th Cir 1976) 540 F2d 1360, 1372.) Thus, the bond requirement imposed by SMMC 17.72.030 may also risk constitutional challenges.

#### *Proposed Amendments:*

Staff drafted Ordinance 1488 in response to the direction provided by the City Council and the Planning Commission:

- Adds definitions for “Parkway” and “Right-of way”;
- Deletes references to election signs and political signs;
- Deletes SMMC 17.72.030(K)-(L) regarding regulations specific to election signs and political signs; and
- Amends SMMC 17.72.190 to incorporate regulations related to elections signs and political signs into the regulations for temporary signs.

In addition to the amendments directed by City Council, Planning staff took the opportunity to make the following amendments to the Code:

- Deleted SMMC 17.72.060 (Sign Regulations — R-E Overlay Zone) and incorporated those edits into SMMC 17.72.050 (Residential Zones — Special Conditions and Uses); and
- Amended various other sections to clarify the ordinance’s intent and to make non-substantive updates to zoning and section references.

SMMC Sections 17.72.040 through 17.72.060 provide regulation on signage within specific residential zones. The proposed amendments consolidate generalized regulations in residential zones (SMMC Section 17.72.040) and specific regulations in residential zones (SMMC Section 17.72.050) where existing regulation based on specific zones will be incorporated. Staff finds this change necessary to address the fact that the R-E Overlay Zone<sup>1</sup> is no longer a zone independent from other residential zones, but an overlay that applies alternative provisions to multiple types of residential zones based on its area designated in the zoning map.

### **STRATEGIC PLAN CORRELATION**

#### **Goal 3 – Infrastructure & Growth Management**

##### **Objective 3.2: Design Standards & Housing Readiness**

- **Initiative 3.2.2:** Objective Design Standards and Soft-Story Retrofit Program (State Senate Bill SB 330 compliance)
- **Project 3.2.2A:** Establish Objective Design Standards (SB 330)

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<sup>1</sup> The R-E (Residential Entrepreneur) Overlay Zone applies to a specifically designated geographic area on the zoning map where underlying zoning include single- and multi-family zoning. Prior to July 21, 2021, this overlay zone was its own zoning designation independent from other residential zones called the R-P (Residential Professional) Zone. A Cleanup Ordinance in 2023 changed all references from “R-P Zone” to “R-E Overlay Zone”.

## **Goal 4 – Organizational Excellence**

### **Objective 4.3: Public Transparency & Communication**

- **Initiative 4.3.1:** Produce financial transparency reports, open-budget, and resident engagement

**Correlation Summary:** Ordinance No. 1488 directly supports the City’s Strategic Plan by enhancing organizational sustainability through long-range policy modernization and consistent code implementation. The update to Chapter 17.72 (Signs) aligns zoning and design regulations with current legal standards and objective planning practices (Goal 3), and improves public transparency and understanding of municipal regulations (Goal 4). Collectively, these amendments advance the City’s commitment to fiscal responsibility, regulatory clarity, and open governance.

### **ENVIRONMENTAL IMPACT (CEQA)**

The amendments made by Ordinance No. 1488 to Chapter 17.72 (Signs) of Title 17 (Zoning) is not a project as defined by the California Environmental Quality Act (CEQA) under Title 14, Section 15378 of the California Code of Regulations and has no potential to result in direct or indirect physical change to the environment. Therefore, this ordinance is exempt from CEQA review, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

### **FISCAL IMPACT**

The fiscal impacts associated with this ordinance are limited to staff time expended in preparing the report and draft amendment, as well as the required noticing costs. One public hearing notice was published in the *Mountain Views News* in compliance with Government Code Sections 65854 and 65090. An additional notice will also be required to inform the public of the ordinance’s effective date.

### **PUBLIC NOTICE**

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City’s website at [SierraMadreCA.gov](http://SierraMadreCA.gov).

Government Code section 65090 requires that notice of a first reading of an ordinance be circulated in at least one newspaper of general circulation at least ten (10) days prior to the hearing. Notice of the public hearing introducing the ordinance was circulated in the October 18, 2025, edition of the *Mountain Views News*. Upon the passage of Ordinance No. 1488, a summary notice shall be published consistent with Government Code Section 36933(c)(1).

### **ATTACHMENTS**

- Attachment A: Ordinance No. 1488
- Attachment B: Planning Commission Resolution 25-13
- Attachment C: Chapter 17.72 (Signs) – redline
- Attachment D: Chapter 17.72 (Signs) – clean

## ORDINANCE NO. 1488

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA APPROVING A MUNICIPAL CODE TEXT AMENDMENT (MCTA 25-03) AND RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING CHAPTER 17.72 (“SIGNS”) OF TITLE 17 (“ZONING”) OF THE SIERRA MADRE MUNICIPAL CODE**

**RECITALS**

**WHEREAS**, Sierra Madre Municipal Code (“SMMC”) Chapter 17.72 (Signs) seeks to balance residents’ freedom of expression with aesthetic concerns by introducing content-neutral sign regulations;

**WHEREAS**, the City desires to amend Chapter 17.72 to clarify terms and remove content-based restrictions;

**WHEREAS**, the Planning Commission held a public hearing on September 18, 2025, to consider recommending approval of amendments to Chapter 17.72.

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

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

**SECTION 2. Amendment.** Section 17.72.010 (“Definitions”) of Chapter 17.72 (“Signs”) of Title 17 (“Zoning”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

**17.72.010 – Definitions.**

Unless it is apparent from the context that another meaning is intended, the following words when used herein shall have the meaning attached to them by this section.

"Abandoned sign" means any sign or sign structure is considered abandoned if for a period of ninety consecutive days or more, there is no sign copy appearing on the sign, or if the establishment to which the sign is attached has ceased operation and where the sign has been forsaken or deserted.

"Alteration" means a change of sign text, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.

"Animated sign" means any sign or part thereof that uses movement, lighting or special materials to depict action or create a special effect to imitate movement.

"Area of sign" means the surface space within a single continuous perimeter containing the sign message together with any frame, material or color forming an integral part of the display, but excluding support structures and incidental parts not drawing attention to the subject matter. The area of a sphere or other irregular shaped sign shall be measured by its projection or sight area.

"Awning" means any permanent or temporary structure attached to and wholly supported by a building, and installed over or in front of openings or windows and

"Directional sign" means an on-site sign designed and erected solely for the purpose of directing vehicular and/or pedestrian traffic safely within a project, pursuant to Section 17.72.130 herein.

"Double-faced sign" means any single sign structure having two sign face areas, with each face oriented up to one hundred eighty degrees from the other.

~~"Election sign" means any sign concerning candidates for elective office or involving a ballot measure.~~

"Face of building" means the general outer surface of the main exterior wall of any building, not including cornices, bay windows and other ornamental trim.

"Freestanding sign" means a sign supported by one or more posts erected on the ground.

"Illuminated sign" means any sign that has a source of light on the surface of the sign or in the interior of the sign itself.

"Indirectly lighted sign" means any sign that is illuminated from a remote location.

"Marquee" means a permanent projecting roof structure attached to and supported by a building wall, which may project over a public right-of-way.

"Neighborhood shopping centers" means three or more businesses, with separate entrances, that function as an integral unit and which utilize common off-street parking and access.

"Outdoor advertising structure" means any sign that has a flat surface sign space upon which advertising may be posted, painted or affixed, and that is primarily designed for the rental or lease of such sign space for advertising not relating to the use of the property upon which the sign exists.

"Outside display" means any permitted amount of goods, merchandise, material, landscape items or similar articles that are placed immediately outside a business. Such outside display shall not include prices, advertisements, or information regarding goods and services offered.

"Painted signs" means any sign that incorporates or utilizes no other materials than paint, located on any building surface excepting windows.

~~"Parkway" means that portion of the right-of-way between the traveled roadway and sidewalk or, where there is no sidewalk, that portion of the right-of-way between the traveled roadway and the private property line.~~

"Pedestrian oriented signs" means a sign that is mounted from a building façade or awning such that it hangs directly over a public sidewalk or building walkway and that it is designed, installed and intended to be viewed primarily by individuals walking by or near the store front. Such signs include projecting blade signs.

~~"Political sign" means any sign expressing a political, religious, or other ideological sentiment not involving an election.~~

"Portable sign" means a moveable temporary sign designed and placed immediately outside the location of a business. This includes A-frame and similar signs.

"Projecting sign" means any sign, the surface of which is not parallel to the face of the supporting wall and that is supported wholly by such wall. Signs on marquees that extend over the right-of-way that are placed so as not to be parallel with the street shall be considered projecting signs. This definition shall include "V" or wing-type signs, blade and bracket signs.

where located. Architectural features consisting of an integral structural part of a building shall not be considered a sign.

"Sign height" means the vertical distance measured from the ground level to the top of the sign.

"Temporary sign" means any sign, banner, decorative flag, pennant, valance, and advertising display. ~~Display or other item intended to draw attention to, or provide information for a business.~~ Such signs are typically constructed of cloth, canvas, light fabric, cardboard, wood, Plexiglas, wall board or other light materials with or without frames.

"Wall sign" means any sign affixed to the wall of any building or structure, in essentially a flat position on the wall.

"Window sign" means any sign painted on or affixed to the inside of a window.

**SECTION 3. Amendment.** Section 17.72.020 ("Prohibited signs") of Chapter 17.72 ("Signs") of Title 17 ("Zoning") is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

#### **17.72.020 – Prohibited Signs.**

The following signs are inconsistent with the purposes and standards of this chapter and are therefore prohibited in all zones:

- A. Rotating, moving, flashing, changing, reflecting or blinking signs except time and temperature signs and other public service signs which may produce a changing message with lights, which does not create any traffic hazards and subject to approval of the planning commission;
- B. Animated signs;
- C. Signs on public property or right-of-way unless ~~otherwise~~ authorized within this chapter, and as provided in under Section 17.20.020(J)(6);
- D. All off-site signs;
- E. Outdoor advertising structures, defined herein and commonly called "billboards";
- F. Signs employing exposed neon tubing, excluding reverse channel letters with silhouette illumination, neon signs approved under a creative sign permit and neon window signs not exceeding ten percent of the window area;
- G. Abandoned business signs;
- H. Canister signs also know as "can" or "cabinet" signs; ~~and,~~
- I. Roofmounted signs ~~, and~~
- J. Signs that are not public facing.

**SECTION 4. Amendment.** Section 17.72.030 ("General provisions") of Chapter 17.72 ("Signs") of Title 17 ("Zoning") is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

#### **17.72.030 – General provisions.**

The following general sign provisions and regulations shall apply.

- A. Sign Placement. Signs shall be placed facing the public right-of-way, interior

in good repair is a nuisance and shall be abated pursuant to the Sierra Madre Municipal Code.

- D. "No Trespassing" Signs. A "no trespassing" or "no dumping sign" not exceeding three square feet shall be permitted for public health and safety purposes in addition to other authorized signs.
- E. Freestanding Sign Height. Unless otherwise specified, the maximum height for freestanding signs shall be six feet.
- F. Painted Window Signs—Size. The maximum area of a painted window sign is twenty percent of each windowpane and the sign copy shall be changed at least every forty-five days.
- G. Awning signs. Signs on awnings are permitted provided the sign copy is limited to the valance if one exists, or covers not more than twenty percent of the awning surface, if no valance exists.
- H. Projection of Signs. The following schedule shall be applied to all those signs that project over public rights-of-way excluding those signs mounted directly on a marquee.

Clearance	Maximum Projection
Less than 8'	Not permitted
8' to 16'	1' plus 6" for each foot of clearance in excess of 8'
Over 16'	5'

- I. Marquee Signs. Signs may be mounted on the side and face perimeter of a marquee provided that those signs do not project more than one foot above said marquees. Signs mounted on the sides of marquees shall not project toward the street further than the edge of the marquee. Signs may be mounted under marquees provided that the clearance is a minimum of eight feet.
- J. Glare from Signs. All illuminated signs in all zones shall be designed in such manner as to avoid undue glare or reflection of light on private property in the surrounding area and so as not to create a traffic safety hazard.

~~K. Election Sign Regulations. Election signs are permitted without a permit in all zones, however, the following regulations apply to candidates, their campaign committee(s) and their respective signs.~~

- ~~1. A one hundred dollar cash bond shall be posted with the city to guarantee removal of election signs by candidates or their campaign committee(s) for all signs related to the campaign;~~
- ~~2. Signs shall not exceed six square feet in area with the aggregate signage for each lot not exceeding eighteen square feet and signs shall not exceed six feet in height above the adjacent grade;~~
- ~~3. Signs shall not be illuminated in residential zones;~~
- ~~4. Signs shall not be nailed to trees, fences, public utility poles and shall not be located on city facilities;~~
- ~~5. Signs shall be designed and placed in a manner that does not create a vehicular or pedestrian traffic safety hazard as determined by the city engineer.~~
- ~~6. Signs shall be removed within ten days after the election or bond posted~~

1. ~~Signs shall not exceed six square feet in area with no side greater than three feet and the aggregate signage for each lot not exceeding twelve square feet and signs shall not exceed six feet in height above the adjacent grade;~~
2. ~~Signs shall not be illuminated in residential zones;~~
3. ~~Signs shall not be nailed to trees, fences, public utility poles and shall not be located in the public right-of-way; and~~
4. ~~Signs shall be designed and placed in a manner that does not create a vehicular or pedestrian traffic safety hazard as determined by the city engineer.~~

**SECTION 5. Amendment.** Section 17.72.040 (“Sign regulations – Residential zones”) of Chapter 17.72 (“Signs”) of Title 17 (“Zoning”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

**17.72.040 – Sign regulations—R-1 and R-2 Residential zones.**

- A. The following sign types and sizes are permitted without a permit:
1. A nameplate not exceeding one square foot in area containing the name and address of occupant of the premises;
  2. One unlighted freestanding sign not exceeding six square feet in area pertaining only to the sale, lease or hire of the particular building, property or premises upon which displayed;
  3. Historic plaques and markers provided that are approved by the planning commission.
  4. Temporary signs in accordance with section 17.72.190.
- B. A sign permit shall, however, be required for all other signs~~signs up to twenty square feet in area per side for multiple dwellings, hotels, clubs, lodges, churches, schools, parks and signs approved under a conditional use permit.~~
- C. Signs exceeding twenty square feet per side are prohibited.

**SECTION 6. Amendment.** Section 17.72.050 (“Sign regulations – Special conditions and uses”) of Chapter 17.72 (“Signs”) of Title 17 (“Zoning”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

**17.72.050 – Residential zones—Special conditions and uses~~Sign regulations—R-3~~ zones.**

- A. Notwithstanding section 17.72.040(A), in all R-3 zones ~~The the~~ following types and sizes of non-illuminated signs are permitted without a permit, provided that they are installed flat against an on-site building or structure and shall not extend above the top of the wall to which they are affixed:
1. One nameplate per unit not exceeding one square foot in area containing the name and address of occupant of the premises;
  2. One sign with the name and address of the building not to exceed two and one-half square feet in area; and
  3. One freestanding sign not to exceed nine square feet in area, pertaining only to the sale, lease or hire of only the particular building, property or premises upon which displayed.

3. One freestanding sign not to exceed nine square feet in area pertaining only to the sale, lease or hire of only the particular building, property or premises upon which displayed.

4. Temporary signs in accordance with section 17.72.190.

~~A sign permit shall, however, be required for illuminated signs and signs in excess of the size limits set forth in, or otherwise inconsistent with, subsection A above.~~

~~C. Signs exceeding twenty square feet per side are prohibited.~~

**SECTION 7. Amendment.** Section 17.72.060 (“Reserved”) of Chapter 17.72 (“Signs”) of Title 17 (“Zoning”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

**17.72.060 Sign regulations—~~R-E overlay zone~~Reserved.**

~~A. The following types and sizes of non-illuminated signs are permitted without a permit, provided that they are installed flat against an on-site building or structure and shall not extend above the top of the wall to which they are affixed:~~

~~1. One nameplate per unit not exceeding one square foot in area containing the name and address of occupant of the premises;~~

~~2. One sign with the name and address of the building and business not to exceed five square feet in area; and~~

~~3. One sign not to exceed nine square feet in area, pertaining only to the sale, lease or hire of only the particular building, property or premises upon which displayed.~~

~~B. A sign permit shall, however, be required for illuminated signs and signs in excess of the size limits set forth in, or otherwise inconsistent with, subsection A above.~~

~~C. Signs exceeding twenty square feet per side are prohibited.~~

**SECTION 8. Amendment.** Section 17.72.110 (“Review by the planning commission”) of Chapter 17.72 (“Signs”) of Title 17 (“Zoning”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

**17.72.110 – Review by the planning commission.**

The planning commission’s review shall be required for the design and location of signs in excess of forty square feet, all signs projecting above the top of a building line, and freestanding signs in excess of twenty square feet. All other signs shall be reviewed and approved by the director; provided, however, that either the applicant or the director can request review by the planning commission.

**SECTION 9. Amendment.** Section 17.72.190 (“Temporary signs in Residential Zones”) of Chapter 17.72 (“Signs”) of Title 17 (“Zoning”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

**17.72.190 – Temporary signs ~~and displays~~in Residential Zones.**

A temporary sign is permitted without a permit in all residential zones subject to the following requirements:

~~A. signs shall be limited to a freestanding sign or a sign affixed to a freestanding~~

- F. temporary signs shall be designed and placed in a manner that does not create a vehicular or pedestrian traffic safety hazard as determined by the city engineer;
- G. temporary signs shall not be placed on awnings or canopies;
- H. signs shall not be placed within five feet from any shared property line;
- I. temporary signs relating to a timed event shall be removed 10 days following the event to which they relate.

**SECTION 10. Addition.** Section 17.72.195 (“Temporary signs and displays in C & M Zones”) of Chapter 17.72 (“Signs”) of Title 17 (“Zoning”) is hereby added with additions denoted by underlined text.

### **17.72.195 – Temporary signs and displays in C & M Zones.**

A temporary sign and/or temporary display permit shall be required in all C and M Zones, and may be issued by the director subject to the requirements of Sections 17.72.140 through 17.72.~~190~~180, inclusive. At the director's discretion a permit for outdoor display and portable signs can be issued for a twelve-month period. That a copy of the approved permit shall be forwarded to the code enforcement officer.

- A. Outside Display. The display of goods and merchandise immediately outside a business is permitted subject to an approved permit as follows:
  - 1. A dimensioned site plan shall be submitted to the director, that indicates the location of the outside display area;
  - 2. The maximum display depth shall be no greater than five feet from the façade face but in no case closer than five feet to the edge of the sidewalk, with a maximum height of four above the sidewalk grade and the display shall cover not more than fifty percent of the width of the storefront (outdoor dining is exempt from these limitations);
  - 3. Goods and merchandise displayed outside of a business shall be limited to those items regularly stocked and sold in the business. Further, the display shall be installed and maintained in a neat and orderly fashion at all times, and goods may only be displayed during normal business hours; and,
  - 4. An encroachment permit shall be obtained from the department of public works.
- B. Temporary Banners. Temporary banners and similar signs as defined in this chapter, may be permitted by the director as follows:
  - 1. Application for a temporary sign shall be made on forms provided by the director of development services. The application shall also indicate the size of the banner;
  - 2. A maximum of four temporary sign permits may be approved for any single business location within a calendar year, with the total cumulative temporary sign display days not to exceed sixty days. The maximum period lot any individual temporary sign permit shall not exceed thirty days;
  - 3. If such temporary sign is to be placed on the public sidewalk, the applicant shall submit in addition to a temporary sign application, a site plan indicating the location of the temporary sign and an encroachment permit shall be obtained from Public Works; and

- five feet between the sign area and edge of the sidewalk to allow for free and unobstructed pedestrian access;
2. Signs shall not exceed a total sign area of twenty-four square feet, or twelve square feet for each sign face;
  3. Portable signs may only be displayed during normal business hours; and
  4. An encroachment permit shall be obtained from the department of public works.

**SECTION 10. California Environmental Quality Act.** The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the City Council, and hereby determines that the text amendments to Chapter 17.72 (“Signs”) of Title 17 (“Zoning”) of the Sierra Madre Municipal Code not a project as defined by the California Environmental Quality Act (CEQA) under Title 14, Section 15378 of the California Code of Regulations and has no potential to result in direct or indirect physical change to the the environment. Therefore, this ordinance is exempt from CEQA review, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

**SECTION 11. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 12. Publication.** The City Clerk shall cause this Ordinance to be published or posted in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance and her certification, together with proof of the publication, to be entered in the book of Ordinances of the City Council.

**SECTION 13. Effective Date.** This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code Section 36937.

**PASSED, APPROVED AND ADOPTED** this [redacted] day of [redacted], 2025.

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Robert Parkhurst, Mayor

ATTEST:

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Laura Aguilar, City Clerk

AYES:

NOES:

ABSTAIN:

ABSENT:

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Laura Aguilar, City Clerk

**PLANNING COMMISSION  
RESOLUTION NO. 25-13**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE, CALIFORNIA APPROVING A MUNICIPAL CODE TEXT AMENDMENT (MCTA 25-03) AND RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING CHAPTER 17.72 (“SIGNS”) OF TITLE 17 (“ZONING”) OF THE SIERRA MADRE MUNICIPAL CODE**

**RECITALS**

**WHEREAS**, Sierra Madre Municipal Code (“SMMC”) Chapter 17.72 (Signs) seeks to balance residents’ freedom of expression with aesthetic concerns by introducing content-neutral sign regulations;

**WHEREAS**, the City desires to amend Chapter 17.72 to clarify terms and remove content-based restrictions;

**WHEREAS**, the Planning Commission held a public hearing on September 18, 2025, to consider recommending approval of amendments to Chapter 17.72.

**THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE, CALIFORNIA, DOES RESOLVE AS FOLLOWS:**

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

**SECTION 2. Amendment.** Chapter 17.72 (“Signs”) of Title 17 (“Zoning”) of the Sierra Madre Municipal Code is amended pursuant to Attachment B of the accompanying staff report.

**SECTION 3. Consistency with the General Plan.** This amendment to Chapter 17.72 (“Signs”) of Title 17 (“Zoning”) of the Sierra Madre Municipal Code is consistent with the Sierra Madre General Plan’s Land Use Implementation Program IM-65, which states, “The City shall process any code amendments necessary to ensure compliance of the R-1, R-2, R-3, RC, RP, H, M and C Zoning Ordinances with the Goals and Policies of the General Plan.” The amendment is consistent with constitutionally protected expression and provides content-neutral standards for placing signage that upholds the characteristics of the various zoning districts in which signs may be placed.

**SECTION 4. CEQA.** The Planning Commission finds that this Resolution is not a project as defined by the California Environmental Quality Act (CEQA) under Title 14, Section 15378 of the California Code of Regulations. The Planning Commission further finds that the recommended amendments to Chapter 17.72 (“Signs”) in this Resolution will not have a significant effect on the environment and are therefore exempt from CEQA review, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

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

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

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

**PASSED, APPROVED, AND ADOPTED** this 18th day of September 2025.

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Thomas Denison, Planning Commission Chair

**I HEREBY CERTIFY** the foregoing Resolution was duly passed, approved, and adopted by the Planning Commission of the City of Sierra Madre, California, at a meeting held on the 18th day of September 2025, by the following vote:

**AYES:** Chair Thomas Denison, Vice-Chair Patrick Simcock, Commissioner Christine Moran, and Commissioner Yong Yoo

**NOES:**

**ABSENT:**

**ABSTAINED:**



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Clare Lin, Director  
Planning & Community Preservation Department

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## Chapter 17.72 SIGNS\*

### Sections:

#### 17.72.005 Purpose.

This chapter provides standards for signs to safeguard life, health, property, safety and public welfare, while encouraging creativity, variety, compatibility and enhancement of the city's visual image. The specific purposes of the sign regulations are to:

- A. Provide each sign user an opportunity for effective identification by regulating the time, place and manner under which signs may be displayed;
- B. Ensure freedom of expression for all sign types by maintaining a content-neutral approach to sign regulations;
- C. Regulate the number and size of signs according to standards consistent with the purpose of each zoning district;
- D. Protect the motoring public from visual intrusion and competition for attention that could cause traffic safety issues;
- E. Encourage creative, well-designed signs that contribute in a positive manner to the city's visual environment and help maintain an image of quality for the city; and,
- F. Ensure that signs are responsive to the aesthetics and character of their particular location (adjacent buildings and surrounding neighborhood) and that are compatible and integrated with the building's architectural design, including historic elements, and with other signs on the property.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

#### 17.72.010 Definitions.

Unless it is apparent from the context that another meaning is intended, the following words when used herein shall have the meaning attached to them by this section.

"Abandoned sign" means any sign or sign structure is considered abandoned if for a period of ninety consecutive days or more, there is no sign copy appearing on the sign, or if the establishment to which the sign is attached has ceased operation and where the sign has been forsaken or deserted.

"Alteration" means a change of sign text, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.

"Animated sign" means any sign or part thereof that uses movement, lighting or special materials to depict action or create a special effect to imitate movement.

"Area of sign" means the surface space within a single continuous perimeter containing the sign message together with any frame, material or color forming an integral part of the display, but excluding support structures and incidental parts not drawing attention to the subject matter. The area of a sphere or other irregular shaped sign shall be measured by its projection or sight area.

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"Awning" means any permanent or temporary structure attached to and wholly supported by a building, and installed over or in front of openings or windows and consisting of a fixed or movable frame and a top of canvas or other similar material covering the entire space enclosed between the frame and the building.

"Canister signs" means a sign that contains all the text and/or logo symbols within a single enclosed cabinet that may or may not be illuminated.

"Canopy" means any structural, ornamental roof-like appendage, freestanding or attached to a building, including roof overhangs, but excepting awnings.

"Clearance" means the vertical distance between the bottom of a sign and the finished grade below the sign.

"Directional sign" means an on-site sign designed and erected solely for the purpose of directing vehicular and/or pedestrian traffic safely within a project, pursuant to Section 17.72.130 herein.

"Double-faced sign" means any single sign structure having two sign face areas, with each face oriented up to one hundred eighty degrees from the other.

~~"Election sign" means any sign concerning candidates for elective office or involving a ballot measure.~~

"Face of building" means the general outer surface of the main exterior wall of any building, not including cornices, bay windows and other ornamental trim.

"Freestanding sign" means a sign supported by one or more posts erected on the ground.

"Illuminated sign" means any sign that has a source of light on the surface of the sign or in the interior of the sign itself.

"Indirectly lighted sign" means any sign that is illuminated from a remote location.

"Marquee" means a permanent projecting roof structure attached to and supported by a building wall, which may project over a public right-of-way.

"Neighborhood shopping centers" means three or more businesses, with separate entrances, that function as an integral unit and which utilize common off-street parking and access.

"Outdoor advertising structure" means any sign that has a flat surface sign space upon which advertising may be posted, painted or affixed, and that is primarily designed for the rental or lease of such sign space for advertising not relating to the use of the property upon which the sign exists.

"Outside display" means any permitted amount of goods, merchandise, material, landscape items or similar articles that are placed immediately outside a business. Such outside display shall not include prices, advertisements, or information regarding goods and services offered.

"Painted signs" means any sign that incorporates or utilizes no other materials than paint, located on any building surface excepting windows.

~~"Parkway" means that portion of the right-of-way between the traveled roadway and sidewalk or, where there is no sidewalk, that portion of the right-of-way between the traveled roadway and the private property line.~~

"Pedestrian oriented signs" means a sign that is mounted from a building façade or awning such that it hangs directly over a public sidewalk or building walkway and that it is designed, installed and intended to be viewed primarily by individuals walking by or near the store front. Such signs include projecting blade signs.

~~"Political sign" means any sign expressing a political, religious, or other ideological sentiment not involving an election.~~

"Portable sign" means a moveable temporary sign designed and placed immediately outside the location of a business. This includes A-frame and similar signs.

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"Projecting sign" means any sign, the surface of which is not parallel to the face of the supporting wall and that is supported wholly by such wall. Signs on marquees that extend over the right-of-way that are placed so as not to be parallel with the street shall be considered projecting signs. This definition shall include "V" or wing-type signs, blade and bracket signs.

"Right-of-way" means any of the following that are controlled, used or dedicated for use by the public and located within the city's jurisdictional limits: streets, roadways, highways, avenues, lanes, alleys, sidewalks, parkways, medians, and similar public property.

"Roof sign" means any sign erected upon or over the roof or parapet of any building and supported in whole or in part by the building.

"Sign" means any device for visual communication, including any announcement, declaration, display, illustration or insignia that is used to advertise or promote the products or services of any person, business group or enterprise available on the lot where located. Architectural features consisting of an integral structural part of a building shall not be considered a sign.

"Sign height" means the vertical distance measured from the ground level to the top of the sign.

"Temporary sign" means any sign, banner, decorative flag, pennant, valance, and advertising display. Display or other item intended to draw attention to, or provide information for a business. Such signs are typically constructed of cloth, canvas, light fabric, cardboard, wood, Plexiglas, wall board or other light materials with or without frames.

"Wall sign" means any sign affixed to the wall of any building or structure, in essentially a flat position on the wall.

"Window sign" means any sign painted on or affixed to the inside of a window.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

### **17.72.020 Prohibited signs.**

The following signs are inconsistent with the purposes and standards of this chapter and are therefore prohibited in all zones:

- A. Rotating, moving, flashing, changing, reflecting or blinking signs except time and temperature signs and other public service signs which may produce a changing message with lights, which does not create any traffic hazards and subject to approval of the planning commission;
- B. Animated signs;
- C. Signs on public property or right-of-way unless ~~otherwise~~ authorized ~~within this chapter, and as provided in under~~ Section 17.20.020(J)(6);
- D. All off-site signs;
- E. Outdoor advertising structures, defined herein and commonly called "billboards";
- F. Signs employing exposed neon tubing, excluding reverse channel letters with silhouette illumination, neon signs approved under a creative sign permit and neon window signs not exceeding ten percent of the window area;
- G. Abandoned business signs;
- H. Canister signs also known as "can" or "cabinet" signs; ~~and,~~
- I. Roofmounted signs, ~~and~~

J. Signs that are not public facing.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

**17.72.030 General provisions.**

The following general sign provisions and regulations shall apply.

- A. Sign Placement. Signs shall be placed facing the public right-of-way, interior courtyards or parking areas. Signs shall not be placed in a manner to interfere with the privacy or enjoyment of residences.
- B. Trade Construction Signs. One sign advertising the various construction trades shall be permitted on construction sites where there is an active building permit. Such signs shall not exceed thirty-two square feet in area.
- C. Proper Maintenance of Signs. The user, owner or lessee of a sign authorized hereunder shall maintain the sign in good repair with all illumination, if any, functioning, with all letters intact, and colors that are not faded. A sign that is not in good repair is a nuisance and shall be abated pursuant to the Sierra Madre Municipal Code.
- D. "No Trespassing" Signs. A "no trespassing" or "no dumping sign" not exceeding three square feet shall be permitted for public health and safety purposes in addition to other authorized signs.
- E. Freestanding Sign Height. Unless otherwise specified, the maximum height for freestanding signs shall be six feet.
- F. Painted Window Signs—Size. The maximum area of a painted window sign is twenty percent of each windowpane and the sign copy shall be changed at least every forty-five days.
- G. Awning signs. Signs on awnings are permitted provided the sign copy is limited to the valance if one exists, or covers not more than twenty percent of the awning surface, if no valance exists.
- H. Projection of Signs. The following schedule shall be applied to all those signs that project over public rights-of-way excluding those signs mounted directly on a marquee.

Clearance	Maximum Projection
Less than 8'	Not permitted
8' to 16'	1' plus 6" for each foot of clearance in excess of 8'
Over 16'	5'

- I. Marquee Signs. Signs may be mounted on the side and face perimeter of a marquee provided that those signs do not project more than one foot above said marquees. Signs mounted on the sides of marquees shall not project toward the street further than the edge of the marquee. Signs may be mounted under marquees provided that the clearance is a minimum of eight feet.
- J. Glare from Signs. All illuminated signs in all zones shall be designed in such manner as to avoid undue glare or reflection of light on private property in the surrounding area and so as not to create a traffic safety hazard.

~~K. Election Sign Regulations. Election signs are permitted without a permit in all zones, however, the following regulations apply to candidates, their campaign committee(s) and their respective signs:~~

- ~~1. A one hundred dollar cash bond shall be posted with the city to guarantee removal of election signs by candidates or their campaign committee(s) for all signs related to the campaign;~~

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- ~~2. Signs shall not exceed six square feet in area with the aggregate signage for each lot not exceeding eighteen square feet and signs shall not exceed six feet in height above the adjacent grade;~~
  - ~~3. Signs shall not be illuminated in residential zones;~~
  - ~~4. Signs shall not be nailed to trees, fences, public utility poles and shall not be located on city facilities;~~
  - ~~5. Signs shall be designed and placed in a manner that does not create a vehicular or pedestrian traffic safety hazard as determined by the city engineer.~~
  - ~~6. Signs shall be removed within ten days after the election or bond posted shall be forfeited and the city shall use whatever part of the bond money as is necessary for removal. Any amount of the bond remaining shall be refunded upon request made within ninety days after the election; and~~
  - ~~7. The one hundred dollar bond requirement shall also apply to signs located at campaign or party headquarters.~~
- ~~L. Political Sign Regulations. Political signs are permitted without a permit in all zones subject to the following regulations:~~
- ~~1. Signs shall not exceed six square feet in area with no side greater than three feet and the aggregate signage for each lot not exceeding twelve square feet and signs shall not exceed six feet in height above the adjacent grade;~~
  - ~~2. Signs shall not be illuminated in residential zones;~~
  - ~~3. Signs shall not be nailed to trees, fences, public utility poles and shall not be located in the public right-of-way; and~~
  - ~~4. Signs shall be designed and placed in a manner that does not create a vehicular or pedestrian traffic safety hazard as determined by the city engineer.~~

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

#### **17.72.040 Sign regulations—~~R-1 and R-2 Residential~~ zones.**

- A. The following sign types and sizes are permitted without a permit:
1. A nameplate not exceeding one square foot in area containing the name and address of occupant of the premises;
  2. One unlighted freestanding sign not exceeding six square feet in area pertaining only to the sale, lease or hire of the particular building, property or premises upon which displayed;
  3. Historic plaques and markers provided that are approved by the planning commission.
  - ~~4. Temporary signs in accordance with section 17.72.190.~~
- B. A sign permit shall, however, be required for all other signs signs up to twenty square feet in area per side for multiple dwellings, hotels, clubs, lodges, churches, schools, parks and signs approved under a conditional use permit.
- C. Signs exceeding twenty square feet per side are prohibited.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

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(Ord. No. 1435, § 9, 10-27-20)

**17.72.050 ~~Residential zones—Special conditions and uses~~Sign regulations—~~R-3 zones~~.**

- A. ~~Notwithstanding section 17.72.040(A), in all R-3 zones~~ The the following types and sizes of non-illuminated signs are permitted without a permit, provided that they are installed flat against an on-site building or structure and shall not extend above the top of the wall to which they are affixed:
1. One nameplate per unit not exceeding one square foot in area containing the name and address of occupant of the premises;
  2. One sign with the name and address of the building not to exceed two and one-half square feet in area; and
  3. One freestanding sign not to exceed nine square feet in area, pertaining only to the sale, lease or hire of only the particular building, property or premises upon which displayed.
  4. Temporary signs in accordance with section 17.72.190.
- B. ~~Notwithstanding sections 17.72.040(A) and 17.72.050(A), within the R-E overlay, the following types and sizes of non-illuminated signs are permitted without a permit, provided that they are installed flat against an onsite building or structure and shall not extend above the top of the wall to which they are affixed:~~
1. One nameplate per unit not exceeding one square foot in area containing the name and address of occupant of the premises;
  2. One sign with the name and address of the building and business not to exceed five square feet in area; and
  3. One freestanding sign not to exceed nine square feet in area pertaining only to the sale, lease or hire of only the particular building, property or premises upon which displayed.
  4. Temporary signs in accordance with section 17.72.190.

~~A sign permit shall, however, be required for illuminated signs and signs in excess of the size limits set forth in, or otherwise inconsistent with, subsection A above.~~

~~C. Signs exceeding twenty square feet per side are prohibited.~~

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1389, Exh. A, § 30, 7-11-17; Ord. No. 1466, § 92, 3-28-23)

**17.72.060 ~~Sign regulations—R-E overlay zone~~Reserved.**

- ~~A. The following types and sizes of non-illuminated signs are permitted without a permit, provided that they are installed flat against an on-site building or structure and shall not extend above the top of the wall to which they are affixed:~~
1. ~~One nameplate per unit not exceeding one square foot in area containing the name and address of occupant of the premises;~~
  2. ~~One sign with the name and address of the building and business not to exceed five square feet in area; and~~
  3. ~~One sign not to exceed nine square feet in area, pertaining only to the sale, lease or hire of only the particular building, property or premises upon which displayed.~~

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(Supp. No. 39)

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~~B. — A sign permit shall, however, be required for illuminated signs and signs in excess of the size limits set forth in, or otherwise inconsistent with, subsection A above.~~

~~C. — Signs exceeding twenty square feet per side are prohibited.~~

~~(Ord. 1205 § 2 (Exh. 1 (part), 2003)~~

~~(Ord. No. 1389, Exh. A, § 31, 7-11-17; Ord. No. 1466, § 93, 3-28-23)~~

~~Editor's note(s) — Ord. No. 1466, § 93, adopted March 28, 2023, amended the title of § 17.72.060 to read as herein set out. The former § 17.72.060 title pertained to sign regulations — R-P zone.~~

### **17.72.090 Sign regulations—C and M zones.**

Except as otherwise provided in this chapter, each business shall be limited to not more than two signs.

- A. Sign Area. One and one-half square feet of sign area per lineal foot of building frontage.
- B. Frontage on Two or More Streets. A business in a building facing on more than one right-of-way shall be allowed the authorized sign area on each street which it faces, provided that the areas may not be accumulated on one right-of-way and shall not exceed the allowed area on any one right-of-way.
- C. Sale and Rental Signs. Commercial and manufacturing properties shall be authorized one for sale or rent sign while the property is actually for sale or rent. These signs shall not exceed two square feet in area and shall be designed and located in a manner approved by the planning and community preservation and public works departments. No permit is required for these signs.
- D. Multi-tenant Buildings. Businesses in interior spaces of multi-tenant buildings may have signage at the street access and at their business location, however the total sign area shall not exceed one and one-half square feet per lineal foot of storefront.
- E. Generally, only the name or use of the business shall appear on the sign. The use of subordinate information such as telephone numbers, lists of products, pictures of products, etc., are discouraged, but may be considered at the discretion of the director. Further, where subordinate information is allowed, the name or use of the business shall be the dominant message and the subordinate information shall not create any vehicular or pedestrian traffic hazards.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, §§ 94, 95, 3-28-23)

### **17.72.100 C and M zones—Special conditions and uses.**

- A. Second Story Businesses. Businesses maintained exclusively on the second floor of a two story building shall be authorized up to fifty percent of the total sign area as designated by the front footage of said building; provided, that in no case shall the combined total area of signs for all business on the second floor exceed fifty percent of the total authorized sign area.
- B. Listing of Business Associate. In addition to the other sign usage authorized herein, each separate business shall be allowed, on or behind windows facing the public view, a sign indicating the owners, operators or business associates exercising the use; provided, that such lettering shall be enclosed within a single area and shall not exceed a total of two square feet.
- C. Gasoline Service Stations. No outdoor advertising signs or structures shall be permitted except as provided in subsections (C)(1) through (4) of this section as follows:

- 
1. Identification signs or structures which may be each of the following:
    - a. Identification signs may be located on or incorporated within the pump island canopy structures. These signs shall not project above the top of the canopy structure, shall not exceed a maximum area of twenty square feet for each sign face, and each sign shall be limited in length to a maximum of fifty percent of the long dimension of the canopy on which the sign is located, or
    - b. One freestanding sign or structure incorporated within freestanding walls, planter beds or other suitable building materials. Such sign shall not exceed twenty feet in height and will have a maximum sign area per sign face of thirty-five square feet. In no case shall these signs or sign structures be permitted to project beyond the property line;
  2. One permanently placed poster-type sign not exceeding four feet in width and six feet in height from the ground level shall be permitted. Such sign may be located at the discretion of the owner provided it is not located upon public property;
  3. Flags, banners, spinners and similar advertising devices shall not be permitted except as provided in Section 17.72.190 (Temporary signs and displays);
  4. Two Rate or Price Signs. Such signs shall not exceed three feet in width and four feet in height.
- D. Signs in Neighborhood Shopping Centers. In addition to the sign area allowed for individual businesses, shopping centers shall be allowed one double-faced, indirectly lighted identification sign. Said sign shall be allowed twenty-five square feet per side and shall have a maximum height of ten feet. In addition, for those shopping centers containing more than one acre of land area, said sign shall be allowed an additional ten square feet of sign per acre, but shall not exceed fifty square feet per side nor exceed ten feet in height.
- E. Pedestrian Oriented Signs. Each business is permitted a pedestrian oriented sign up to a maximum of four square feet per side. Such signs shall not be internally illuminated and shall hang from a bracket that projects away from the façade or awning to which it is mounted. If pedestrian oriented signs are utilized, the area of that sign is in addition the area that would otherwise be permitted.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

### **17.72.105 Creative signs.**

This section establishes standards and procedures for the review and approval of creative sign permits. The purpose of the creative sign permit is to encourage signs of unique design that exhibit a high degree of thoughtfulness, imagination, inventiveness and spirit. This section also provides a process for the application of sign regulations in ways that will allow creatively designed signs to make a positive visual contribution to the overall image of the city, while mitigating the potential impacts of larger or unusually designed signs.

- A. Applicability. An applicant may request approval of a creative sign permit in order to allow standards that exceed the otherwise permitted standards of Chapter 17.72 by up to an additional twenty-five percent but comply with the purpose and findings of this section. Additionally, exposed neon signs may be approved under a creative sign permit.
- B. Application Requirements. A creative sign permit application shall include all information and materials required by the planning and community preservation department.
- C. Approval Authority. An application for a creative sign permit shall be subject to review and approval by the director, unless appealed.
- D. Findings. To approve an application for a creative sign permit, the director shall find that the proposed sign meets the following design criteria.
  1. Design Quality. The sign shall:

- 
- a. Constitute a substantial aesthetic improvement to the site and shall have a positive visual impact on the surrounding area;
  - b. Be of unique design and exhibit a high degree of thoughtfulness, imagination, inventiveness and spirit;
  - c. Incorporate the use of mixed media or use media in a unique manner; and
  - d. Provide strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale and proportion.
2. Contextual Criteria. The sign shall contain at least one of the following elements:
    - a. Classic historic design style;
    - b. Creative image reflecting current or historic character of the City; or
    - c. Inventive representation of the use, name, or logo of the structure or business.
  3. Architectural Criteria. The sign shall:
    - a. Utilize or enhance the architectural elements of the building; and
    - b. Be placed in a logical location in relation to the overall composition of the building's façade and not cover any key architectural features and details of the façade.
  4. Impacts on Surrounding Uses. The sign shall be located and designed not to cause light and glare impacts on surrounding uses, especially residential uses.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, §§ 96, 97, 3-28-23)

### **17.72.110 Review by the planning commission.**

The planning commission's review shall be required for the design and location of signs in excess of forty square feet, all signs projecting above the top of a building line, and freestanding signs in excess of twenty square feet. All other signs shall be reviewed and approved by the director; provided, however, that either the applicant or the director can request review by the planning commission.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 98, 3-28-23)

### **17.72.120 Signs for public and quasi-public uses.**

Directional and public safety signs for public and quasi-public uses may be permitted on public property. The design must conform to standard directional sign specifications. The total number of signs allowed shall be based on the minimum number necessary for adequate public safety and identification as determined by the city council.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

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### **17.72.130 Signs for public safety and convenience—Chapter compliance required.**

When deemed necessary, the director or his/her authorized representative may authorize and approve directional signs not to exceed six square feet per face to serve the public safety or convenience, such as "Entrance" signs, "Exit" signs, "Office" signs, "Parking" signs and the like.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 99, 3-28-23)

### **17.72.140 Permit required.**

It is unlawful for any person, entity or corporation to authorize, alter, erect, construct, maintain, move, change, place, suspend or attach any sign within this city without an approved sign permit, and related building and electrical permits, as required by this chapter. Signs that legally existed prior to the effective date of this chapter may be altered, reconstructed, maintained, moved, or changed only in compliance with this chapter.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

### **17.72.150 Application for sign permits.**

Application for sign permits shall be made upon forms provided by the director and shall be accompanied by the following material.

- A. The name, address and telephone number of the property owner, permit applicant (owner of the sign) and the sign contractor, if any;
- B. Two copies of a site plan and elevations showing:
  1. Sign height, size, color, type, style, elevation above final grade level, method of illumination and materials for the proposed sign,
  2. Location, size and height of all signs and structures existing on the premises at the time of making such application,
  3. Position of sign and its relation to adjacent buildings or structures;
- C. Such other information as the director may require to show full compliance with this and all other ordinances of the city.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 100, 3-28-23)

### **17.72.160 Application fees.**

At the time an application for a sign permit is submitted, the applicant shall pay a fee pursuant to the most recently adopted city council fee resolution.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

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### **17.72.170 Double permit fee.**

The applicable fee for a sign permit shall be doubled when the installation of a sign is commenced before obtaining a permit. Applicants shall also be subject to double fees for building and/or electrical permits.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

### **17.72.180 Review of sign applications.**

- A. Staff Review. All sign applications shall be reviewed for completeness by the planning and community preservation department. As permitted by this chapter staff may approve, approve subject to modification, or deny any sign permit application subject to the criteria of subsection C below. A staff decision may be appealed to the planning commission.
- B. Planning Commission Review. Where specifically required herein the planning commission shall review any sign permit application and shall thereof approve, approve subject to modification, or deny said application subject to the criteria of subsection C below. Any decision of the planning commission shall be final unless appealed to the city council pursuant to Municipal Code requirements.
- C. Review Criteria. The appropriate reviewing body shall approve only those signs that are consistent with the purposes and intent of this chapter and that are found to meet the following criteria:
  - 1. Size, shape, color and placement of the sign is compatible with and bears an harmonious relationship to the building it identifies as follows:
    - a. Proportional size and scale. Size and scale shall be proportional to the building façade;
    - b. Integrated with the building. Signs shall be integrated into the façade recognizing and complimenting architectural projections and windows and establishing a rhythm to the façade;
    - c. Colors shall be selected to enhance sign legibility and visibility, further contrasting colors are encouraged.
  - 2. Both the location of the proposed sign and the design of its visual elements: materials, lettering, colors, decorative motifs, spacing, and proportions, shall be legible under normal viewing conditions prevailing where the sign is to be installed as follows:
    - a. Signs shall be oriented to either pedestrian or vehicle traffic;
    - b. Materials shall be compatible with the façade and reflective materials shall be avoided; and
    - c. Signs shall not crowd and overpower the façade by projecting too close to the edge of the wall or surface to which the sign is affixed.
  - 3. The location and design of the proposed sign shall not obscure from view, or unduly detract from adjacent signs.
  - 4. The design and placement of the sign does not create a pedestrian or vehicular traffic safety hazard as determined by the city engineer.
  - 5. The location and design of the proposed sign shall not have an adverse effect on the value and character of the adjacent residential zoning district or residential neighborhood. As evidenced by the signs orientation and light and glare impacts to the adjacent residential neighborhood.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 101, 3-28-23)

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### **17.72.190 Temporary signs ~~and displays~~ in Residential Zones.**

A temporary sign is permitted without a permit in all residential zones subject to the following requirements:

A. signs shall be limited to a freestanding sign or a sign affixed to a freestanding wall or fence in essentially a flat position thereon;

B. temporary signs shall not exceed six square feet in area with the aggregate signage of each lot not exceeding eighteen square feet;

C. except as otherwise authorized by this chapter, freestanding temporary signs located within a front yard shall not exceed a sign height of 42 inches;

D. temporary signs shall not be illuminated or reflective;

E. temporary signs shall not be nailed to trees or public utility poles;

F. temporary signs shall be designed and placed in a manner that does not create a vehicular or pedestrian traffic safety hazard as determined by the city engineer;

G. temporary signs shall not be placed on awnings or canopies;

H. signs shall not be placed within five feet from any shared property line;

I. temporary signs relating to a timed event shall be removed 10 days following the event to which they relate.

### **17.72.195 Temporary signs and displays in C & M Zones.**

A temporary sign and/or temporary display permit shall be required in all C and M Zones, and may be issued by the director subject to the requirements of Sections 17.72.140 through 17.72.~~190~~180, inclusive. At the director's discretion a permit for outdoor display and portable signs can be issued for a twelve-month period. That a copy of the approved permit shall be forwarded to the code enforcement officer.

- A. Outside Display. The display of goods and merchandise immediately outside a business is permitted subject to an approved permit as follows:
  - 1. A dimensioned site plan shall be submitted to the director, that indicates the location of the outside display area;
  - 2. The maximum display depth shall be no greater than five feet from the façade face but in no case closer than five feet to the edge of the sidewalk, with a maximum height of four above the sidewalk grade and the display shall cover not more than fifty percent of the width of the storefront (outdoor dining is exempt from these limitations);
  - 3. Goods and merchandise displayed outside of a business shall be limited to those items regularly stocked and sold in the business. Further, the display shall be installed and maintained in a neat and orderly fashion at all times, and goods may only be displayed during normal business hours; and,
  - 4. An encroachment permit shall be obtained from the department of public works.
- B. Temporary Banners. Temporary banners and similar signs as defined in this chapter, may be permitted by the director as follows:
  - 1. Application for a temporary sign shall be made on forms provided by the director of development services. The application shall also indicate the size of the banner;

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2. A maximum of four temporary sign permits may be approved for any single business location within a calendar year, with the total cumulative temporary sign display days not to exceed sixty days. The maximum period for any individual temporary sign permit shall not exceed thirty days;
  3. If such temporary sign is to be placed on the public sidewalk, the applicant shall submit in addition to a temporary sign application, a site plan indicating the location of the temporary sign and an encroachment permit shall be obtained from Public Works; and
  4. Temporary banners shall be placed on the building façade. The attachment of banners to trees, light and utility poles or similar configuration shall not be permitted.
- C. Portable Signs. A moveable temporary sign that is designed and placed immediately outside the location of a business is allowed with an approved permit.
1. A dimensioned site plan shall be submitted to the director that indicates the location and size of the portable sign. The sign shall be located immediately adjacent to the storefront or building façade and there shall be not less than five feet between the sign area and edge of the sidewalk to allow for free and unobstructed pedestrian access;
  2. Signs shall not exceed a total sign area of twenty-four square feet, or twelve square feet for each sign face;
  3. Portable signs may only be displayed during normal business hours; and
  4. An encroachment permit shall be obtained from the department of public works.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 102, 3-28-23)

### **17.72.200 Amortization schedule.**

Every on-site sign that is or that becomes non-conforming as a result of this ordinance shall be subject to remediation as provided for in California Business & Professions Code sections 5492, 5493, 5495 and 5497.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

### **17.72.210 Appeals.**

Any appeal from the abatement provisions shall be filed with the secretary of the planning commission within thirty days after the date of mailing of the order of abatement by the director. All lengths and periods of time established for abatement under the provisions of Section 17.72.200 are declared to be prima facie time limits only and may be the subject of appeal as provided herein. Any person who is the owner, or who has any ownership interest in any property to which said order of abatement applies, may file an appeal. Upon receipt of an appeal, the planning commission shall give notice of hearing and shall conduct the same in the manner prescribed in this code. With reference to notice of hearing, no notice need be given to surrounding property owners. At the time and place set for the hearing, the commission shall give the appealing party an opportunity to be heard, in addition, where the appeal is from a prima facie length of time established by the provisions in Section 17.72.200 for the termination of nonconforming uses, the commission shall either affirm or extend said prima facie period of time based on all of the following:

- A. The construction cost of the nonconforming structure;
- B. The date of construction;

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- C. Types of materials of construction;
  - D. Cost and extent of any structural improvements made subsequent to construction and prior to conformity;
  - E. The minimum period of amortization established for said types of structures by the Internal Revenue Service under then current regulations and rules;
  - F. Actual method of depreciation used for federal income tax purposes.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 103, 3-28-23)

### **17.72.220 Grounds for dismissal—Decision final.**

At the time notice of the abatement appeal hearing is given to the appellant as required herein, the director shall also notify the appellant to furnish the information specified in section 17.72.210(A)—(F) to the commission, at or before the time of hearing. Failure of the appellant to provide any of the required information shall be grounds for the immediate dismissal of said appeal. The commission's decision shall be final and conclusive in the absence of an appeal to the city council in the time and manner set forth herein with reference to zone variances and conditional use permits.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 104, 3-28-23)

### **17.72.230 Appeal of director's determination and revocation of permit.**

An appeal of a determination of the director, and the revocation of a sign permit shall be pursuant to the following provisions:

- A. Any decision by the director pursuant to the provisions of this chapter may be appealed to the planning commission within fourteen calendar days from the date of the determination. Such appeal shall be made in writing and be accompanied by an appeal fee designated in the city of Sierra Madre fee resolution. The commission shall conduct a noticed public hearing within thirty days of staff receiving the appeal or as soon thereafter as is possible. The determination of the planning commission shall be final unless appealed to the city council pursuant to the provisions of the Sierra Madre Municipal Code.
- B. A sign permit may be revoked as follows:
  - 1. Upon the determination by the director that the sign is not being displayed in conformance with the provisions of this chapter, or in conformance with the approved sign permit, the director shall place the matter before the planning commission for consideration of revocation.
  - 2. The planning commission shall revoke the sign permit upon the determination that the sign is not being displayed in conformance with the provisions of this chapter, or in conformance with the approved sign permit.
  - 3. The determination of the planning commission may be appealed to the city council, pursuant to the provisions of the Sierra Madre Municipal Code.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 105, 3-28-23)

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## Chapter 17.72 SIGNS\*

### Sections:

#### 17.72.005 Purpose.

This chapter provides standards for signs to safeguard life, health, property, safety and public welfare, while encouraging creativity, variety, compatibility and enhancement of the city's visual image. The specific purposes of the sign regulations are to:

- A. Provide each sign user an opportunity for effective identification by regulating the time, place and manner under which signs may be displayed;
- B. Ensure freedom of expression for all sign types by maintaining a content-neutral approach to sign regulations;
- C. Regulate the number and size of signs according to standards consistent with the purpose of each zoning district;
- D. Protect the motoring public from visual intrusion and competition for attention that could cause traffic safety issues;
- E. Encourage creative, well-designed signs that contribute in a positive manner to the city's visual environment and help maintain an image of quality for the city; and,
- F. Ensure that signs are responsive to the aesthetics and character of their particular location (adjacent buildings and surrounding neighborhood) and that are compatible and integrated with the building's architectural design, including historic elements, and with other signs on the property.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

#### 17.72.010 Definitions.

Unless it is apparent from the context that another meaning is intended, the following words when used herein shall have the meaning attached to them by this section.

"Abandoned sign" means any sign or sign structure is considered abandoned if for a period of ninety consecutive days or more, there is no sign copy appearing on the sign, or if the establishment to which the sign is attached has ceased operation and where the sign has been forsaken or deserted.

"Alteration" means a change of sign text, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.

"Animated sign" means any sign or part thereof that uses movement, lighting or special materials to depict action or create a special effect to imitate movement.

"Area of sign" means the surface space within a single continuous perimeter containing the sign message together with any frame, material or color forming an integral part of the display, but excluding support structures and incidental parts not drawing attention to the subject matter. The area of a sphere or other irregular shaped sign shall be measured by its projection or sight area.

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"Awning" means any permanent or temporary structure attached to and wholly supported by a building, and installed over or in front of openings or windows and consisting of a fixed or movable frame and a top of canvas or other similar material covering the entire space enclosed between the frame and the building.

"Canister signs" means a sign that contains all the text and/or logo symbols within a single enclosed cabinet that may or may not be illuminated.

"Canopy" means any structural, ornamental roof-like appendage, freestanding or attached to a building, including roof overhangs, but excepting awnings.

"Clearance" means the vertical distance between the bottom of a sign and the finished grade below the sign.

"Directional sign" means an on-site sign designed and erected solely for the purpose of directing vehicular and/or pedestrian traffic safely within a project, pursuant to Section 17.72.130 herein.

"Double-faced sign" means any single sign structure having two sign face areas, with each face oriented up to one hundred eighty degrees from the other.

"Face of building" means the general outer surface of the main exterior wall of any building, not including cornices, bay windows and other ornamental trim.

"Freestanding sign" means a sign supported by one or more posts erected on the ground.

"Illuminated sign" means any sign that has a source of light on the surface of the sign or in the interior of the sign itself.

"Indirectly lighted sign" means any sign that is illuminated from a remote location.

"Marquee" means a permanent projecting roof structure attached to and supported by a building wall, which may project over a public right-of-way.

"Neighborhood shopping centers" means three or more businesses, with separate entrances, that function as an integral unit and which utilize common off-street parking and access.

"Outdoor advertising structure" means any sign that has a flat surface sign space upon which advertising may be posted, painted or affixed, and that is primarily designed for the rental or lease of such sign space for advertising not relating to the use of the property upon which the sign exists.

"Outside display" means any permitted amount of goods, merchandise, material, landscape items or similar articles that are placed immediately outside a business. Such outside display shall not include prices, advertisements, or information regarding goods and services offered.

"Painted signs" means any sign that incorporates or utilizes no other materials than paint, located on any building surface excepting windows.

"Parkway" means that portion of the right-of-way between the traveled roadway and sidewalk or, where there is no sidewalk, that portion of the right-of-way between the traveled roadway and the private property line.

"Pedestrian oriented signs" means a sign that is mounted from a building façade or awning such that it hangs directly over a public sidewalk or building walkway and that it is designed, installed and intended to be viewed primarily by individuals walking by or near the store front. Such signs include projecting blade signs.

"Portable sign" means a moveable temporary sign designed and placed immediately outside the location of a business. This includes A-frame and similar signs.

"Projecting sign" means any sign, the surface of which is not parallel to the face of the supporting wall and that is supported wholly by such wall. Signs on marquees that extend over the right-of-way that are placed so as not to be parallel with the street shall be considered projecting signs. This definition shall include "V" or wing-type signs, blade and bracket signs.

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"Right-of-way" means any of the following that are controlled, used or dedicated for use by the public and located within the city's jurisdictional limits: streets, roadways, highways, avenues, lanes, alleys, sidewalks, parkways, medians, and similar public property.

"Roof sign" means any sign erected upon or over the roof or parapet of any building and supported in whole or in part by the building.

"Sign" means any device for visual communication, including any announcement, declaration, display, illustration or insignia that is used to advertise or promote the products or services of any person, business group or enterprise available on the lot where located. Architectural features consisting of an integral structural part of a building shall not be considered a sign.

"Sign height" means the vertical distance measured from the ground level to the top of the sign.

"Temporary sign" means any sign, banner, decorative flag, pennant, valance, and advertising display. Such signs are typically constructed of cloth, canvas, light fabric, cardboard, wood, Plexiglas, wall board or other light materials with or without frames.

"Wall sign" means any sign affixed to the wall of any building or structure, in essentially a flat position on the wall.

"Window sign" means any sign painted on or affixed to the inside of a window.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

### **17.72.020 Prohibited signs.**

The following signs are inconsistent with the purposes and standards of this chapter and are therefore prohibited in all zones:

- A. Rotating, moving, flashing, changing, reflecting or blinking signs except time and temperature signs and other public service signs which may produce a changing message with lights, which does not create any traffic hazards and subject to approval of the planning commission;
- B. Animated signs;
- C. Signs on public property or right-of-way unless authorized under Section 17.20.020(J)(6);
- D. All off-site signs;
- E. Outdoor advertising structures, defined herein and commonly called "billboards";
- F. Signs employing exposed neon tubing, excluding reverse channel letters with silhouette illumination, neon signs approved under a creative sign permit and neon window signs not exceeding ten percent of the window area;
- G. Abandoned business signs;
- H. Canister signs also known as "can" or "cabinet" signs;
- I. Roofmounted signs, and
- J. Signs that are not public facing.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

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### 17.72.030 General provisions.

The following general sign provisions and regulations shall apply.

- A. Sign Placement. Signs shall be placed facing the public right-of-way, interior courtyards or parking areas. Signs shall not be placed in a manner to interfere with the privacy or enjoyment of residences.
- B. Trade Construction Signs. One sign advertising the various construction trades shall be permitted on construction sites where there is an active building permit. Such signs shall not exceed thirty-two square feet in area.
- C. Proper Maintenance of Signs. The user, owner or lessee of a sign authorized hereunder shall maintain the sign in good repair with all illumination, if any, functioning, with all letters intact, and colors that are not faded. A sign that is not in good repair is a nuisance and shall be abated pursuant to the Sierra Madre Municipal Code.
- D. "No Trespassing" Signs. A "no trespassing" or "no dumping sign" not exceeding three square feet shall be permitted for public health and safety purposes in addition to other authorized signs.
- E. Freestanding Sign Height. Unless otherwise specified, the maximum height for freestanding signs shall be six feet.
- F. Painted Window Signs—Size. The maximum area of a painted window sign is twenty percent of each windowpane and the sign copy shall be changed at least every forty-five days.
- G. Awning signs. Signs on awnings are permitted provided the sign copy is limited to the valance if one exists, or covers not more than twenty percent of the awning surface, if no valance exists.
- H. Projection of Signs. The following schedule shall be applied to all those signs that project over public rights-of-way excluding those signs mounted directly on a marquee.

Clearance	Maximum Projection
Less than 8'	Not permitted
8' to 16'	1' plus 6" for each foot of clearance in excess of 8'
Over 16'	5'

- I. Marquee Signs. Signs may be mounted on the side and face perimeter of a marquee provided that those signs do not project more than one foot above said marquees. Signs mounted on the sides of marquees shall not project toward the street further than the edge of the marquee. Signs may be mounted under marquees provided that the clearance is a minimum of eight feet.
- J. Glare from Signs. All illuminated signs in all zones shall be designed in such manner as to avoid undue glare or reflection of light on private property in the surrounding area and so as not to create a traffic safety hazard.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

### 17.72.040 Sign regulations—Residential zones.

- A. The following sign types and sizes are permitted without a permit:
  - 1. A nameplate not exceeding one square foot in area containing the name and address of occupant of the premises;

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2. One unlighted freestanding sign not exceeding six square feet in area pertaining only to the sale, lease or hire of the particular building, property or premises upon which displayed;
  3. Historic plaques and markers provided that are approved by the planning commission.
  4. Temporary signs in accordance with section 17.72.190.
- B. A sign permit shall be required for all other signs.
- C. Signs exceeding twenty square feet per side are prohibited.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1435, § 9, 10-27-20)

### **17.72.050 Residential zones—Special conditions and uses.**

- A. Notwithstanding section 17.72.040(A), in all R-3 zones the following types and sizes of non-illuminated signs are permitted without a permit, provided that they are installed flat against an onsite building or structure and shall not extend above the top of the wall to which they are affixed:
1. One nameplate per unit not exceeding one square foot in area containing the name and address of occupant of the premises;
  2. One sign with the name and address of the building not to exceed two and one-half square feet in area; and
  3. One freestanding sign not to exceed nine square feet in area pertaining only to the sale, lease or hire of only the particular building, property or premises upon which displayed.
  4. Temporary signs in accordance with section 17.72.190.
- B. Notwithstanding sections 17.72.040(A) and 17.72.050(A), within the R-E overlay, the following types and sizes of non-illuminated signs are permitted without a permit, provided that they are installed flat against an onsite building or structure and shall not extend above the top of the wall to which they are affixed:
1. One nameplate per unit not exceeding one square foot in area containing the name and address of occupant of the premises;
  2. One sign with the name and address of the building and business not to exceed five square feet in area; and
  3. One freestanding sign not to exceed nine square feet in area pertaining only to the sale, lease or hire of only the particular building, property or premises upon which displayed.
  4. Temporary signs in accordance with section 17.72.190.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1389, Exh. A, § 30, 7-11-17; Ord. No. 1466, § 92, 3-28-23)

### **17.72.060 Reserved.**

### **17.72.090 Sign regulations—C and M zones.**

Except as otherwise provided in this chapter, each business shall be limited to not more than two signs.

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(Supp. No. 38)

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- A. Sign Area. One and one-half square feet of sign area per lineal foot of building frontage.
  - B. Frontage on Two or More Streets. A business in a building facing on more than one right-of-way shall be allowed the authorized sign area on each street which it faces, provided that the areas may not be accumulated on one right-of-way and shall not exceed the allowed area on any one right-of-way.
  - C. Sale and Rental Signs. Commercial and manufacturing properties shall be authorized one for sale or rent sign while the property is actually for sale or rent. These signs shall not exceed two square feet in area and shall be designed and located in a manner approved by the planning and community preservation and public works departments. No permit is required for these signs.
  - D. Multi-tenant Buildings. Businesses in interior spaces of multi-tenant buildings may have signage at the street access and at their business location, however the total sign area shall not exceed one and one-half square feet per lineal foot of storefront.
  - E. Generally, only the name or use of the business shall appear on the sign. The use of subordinate information such as telephone numbers, lists of products, pictures of products, etc., are discouraged, but may be considered at the discretion of the director. Further, where subordinate information is allowed, the name or use of the business shall be the dominant message and the subordinate information shall not create any vehicular or pedestrian traffic hazards.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, §§ 94, 95, 3-28-23)

#### **17.72.100 C and M zones—Special conditions and uses.**

- A. Second Story Businesses. Businesses maintained exclusively on the second floor of a two story building shall be authorized up to fifty percent of the total sign area as designated by the front footage of said building; provided, that in no case shall the combined total area of signs for all business on the second floor exceed fifty percent of the total authorized sign area.
- B. Listing of Business Associate. In addition to the other sign usage authorized herein, each separate business shall be allowed, on or behind windows facing the public view, a sign indicating the owners, operators or business associates exercising the use; provided, that such lettering shall be enclosed within a single area and shall not exceed a total of two square feet.
- C. Gasoline Service Stations. No outdoor advertising signs or structures shall be permitted except as provided in subsections (C)(1) through (4) of this section as follows:
  - 1. Identification signs or structures which may be each of the following:
    - a. Identification signs may be located on or incorporated within the pump island canopy structures. These signs shall not project above the top of the canopy structure, shall not exceed a maximum area of twenty square feet for each sign face, and each sign shall be limited in length to a maximum of fifty percent of the long dimension of the canopy on which the sign is located, or
    - b. One freestanding sign or structure incorporated within freestanding walls, planter beds or other suitable building materials. Such sign shall not exceed twenty feet in height and will have a maximum sign area per sign face of thirty-five square feet. In no case shall these signs or sign structures be permitted to project beyond the property line;
  - 2. One permanently placed poster-type sign not exceeding four feet in width and six feet in height from the ground level shall be permitted. Such sign may be located at the discretion of the owner provided it is not located upon public property;

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3. Flags, banners, spinners and similar advertising devices shall not be permitted except as provided in Section 17.72.190 (Temporary signs and displays);
  4. Two Rate or Price Signs. Such signs shall not exceed three feet in width and four feet in height.
- D. Signs in Neighborhood Shopping Centers. In addition to the sign area allowed for individual businesses, shopping centers shall be allowed one double-faced, indirectly lighted identification sign. Said sign shall be allowed twenty-five square feet per side and shall have a maximum height of ten feet. In addition, for those shopping centers containing more than one acre of land area, said sign shall be allowed an additional ten square feet of sign per acre, but shall not exceed fifty square feet per side nor exceed ten feet in height.
- E. Pedestrian Oriented Signs. Each business is permitted a pedestrian oriented sign up to a maximum of four square feet per side. Such signs shall not be internally illuminated and shall hang from a bracket that projects away from the façade or awning to which it is mounted. If pedestrian oriented signs are utilized, the area of that sign is in addition the area that would otherwise be permitted.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

### **17.72.105 Creative signs.**

This section establishes standards and procedures for the review and approval of creative sign permits. The purpose of the creative sign permit is to encourage signs of unique design that exhibit a high degree of thoughtfulness, imagination, inventiveness and spirit. This section also provides a process for the application of sign regulations in ways that will allow creatively designed signs to make a positive visual contribution to the overall image of the city, while mitigating the potential impacts of larger or unusually designed signs.

- A. Applicability. An applicant may request approval of a creative sign permit in order to allow standards that exceed the otherwise permitted standards of Chapter 17.72 by up to an additional twenty-five percent but comply with the purpose and findings of this section. Additionally, exposed neon signs may be approved under a creative sign permit.
- B. Application Requirements. A creative sign permit application shall include all information and materials required by the planning and community preservation department.
- C. Approval Authority. An application for a creative sign permit shall be subject to review and approval by the director, unless appealed.
- D. Findings. To approve an application for a creative sign permit, the director shall find that the proposed sign meets the following design criteria.
  1. Design Quality. The sign shall:
    - a. Constitute a substantial aesthetic improvement to the site and shall have a positive visual impact on the surrounding area;
    - b. Be of unique design and exhibit a high degree of thoughtfulness, imagination, inventiveness and spirit;
    - c. Incorporate the use of mixed media or use media in a unique manner; and
    - d. Provide strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale and proportion.
  2. Contextual Criteria. The sign shall contain at least one of the following elements:
    - a. Classic historic design style;
    - b. Creative image reflecting current or historic character of the City; or

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- c. Inventive representation of the use, name, or logo of the structure or business.
  3. Architectural Criteria. The sign shall:
    - a. Utilize or enhance the architectural elements of the building; and
    - b. Be placed in a logical location in relation to the overall composition of the building's façade and not cover any key architectural features and details of the façade.
  4. Impacts on Surrounding Uses. The sign shall be located and designed not to cause light and glare impacts on surrounding uses, especially residential uses.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, §§ 96, 97, 3-28-23)

#### **17.72.110 Review by the planning commission.**

The planning commission's review shall be required for the design and location of signs in excess of forty square feet, all signs projecting above the top of a building line, and freestanding signs in excess of twenty square feet. All other signs shall be reviewed and approved by the director; provided, however, that either the applicant or the director can request review by the planning commission.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 98, 3-28-23)

#### **17.72.120 Signs for public and quasi-public uses.**

Directional and public safety signs for public and quasi-public uses may be permitted on public property. The design must conform to standard directional sign specifications. The total number of signs allowed shall be based on the minimum number necessary for adequate public safety and identification as determined by the city council.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

#### **17.72.130 Signs for public safety and convenience—Chapter compliance required.**

When deemed necessary, the director or his/her authorized representative may authorize and approve directional signs not to exceed six square feet per face to serve the public safety or convenience, such as "Entrance" signs, "Exit" signs, "Office" signs, "Parking" signs and the like.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 99, 3-28-23)

#### **17.72.140 Permit required.**

It is unlawful for any person, entity or corporation to authorize, alter, erect, construct, maintain, move, change, place, suspend or attach any sign within this city without an approved sign permit, and related building and electrical permits, as required by this chapter. Signs that legally existed prior to the effective date of this chapter may be altered, reconstructed, maintained, moved, or changed only in compliance with this chapter.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

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### **17.72.150 Application for sign permits.**

Application for sign permits shall be made upon forms provided by the director and shall be accompanied by the following material.

- A. The name, address and telephone number of the property owner, permit applicant (owner of the sign) and the sign contractor, if any;
- B. Two copies of a site plan and elevations showing:
  - 1. Sign height, size, color, type, style, elevation above final grade level, method of illumination and materials for the proposed sign,
  - 2. Location, size and height of all signs and structures existing on the premises at the time of making such application,
  - 3. Position of sign and its relation to adjacent buildings or structures;
- C. Such other information as the director may require to show full compliance with this and all other ordinances of the city.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 100, 3-28-23)

### **17.72.160 Application fees.**

At the time an application for a sign permit is submitted, the applicant shall pay a fee pursuant to the most recently adopted city council fee resolution.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

### **17.72.170 Double permit fee.**

The applicable fee for a sign permit shall be doubled when the installation of a sign is commenced before obtaining a permit. Applicants shall also be subject to double fees for building and/or electrical permits.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

### **17.72.180 Review of sign applications.**

- A. Staff Review. All sign applications shall be reviewed for completeness by the planning and community preservation department. As permitted by this chapter staff may approve, approve subject to modification, or deny any sign permit application subject to the criteria of subsection C below. A staff decision may be appealed to the planning commission.
- B. Planning Commission Review. Where specifically required herein the planning commission shall review any sign permit application and shall thereof approve, approve subject to modification, or deny said application subject to the criteria of subsection C below. Any decision of the planning commission shall be final unless appealed to the city council pursuant to Municipal Code requirements.
- C. Review Criteria. The appropriate reviewing body shall approve only those signs that are consistent with the purposes and intent of this chapter and that are found to meet the following criteria:

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1. Size, shape, color and placement of the sign is compatible with and bears an harmonious relationship to the building it identifies as follows:
    - a. Proportional size and scale. Size and scale shall be proportional to the building façade;
    - b. Integrated with the building. Signs shall be integrated into the façade recognizing and complimenting architectural projections and windows and establishing a rhythm to the façade;
    - c. Colors shall be selected to enhance sign legibility and visibility, further contrasting colors are encouraged.
  2. Both the location of the proposed sign and the design of its visual elements: materials, lettering, colors, decorative motifs, spacing, and proportions, shall be legible under normal viewing conditions prevailing where the sign is to be installed as follows:
    - a. Signs shall be oriented to either pedestrian or vehicle traffic;
    - b. Materials shall be compatible with the façade and reflective materials shall be avoided; and
    - c. Signs shall not crowd and overpower the façade by projecting too close to the edge of the wall or surface to which the sign is affixed.
  3. The location and design of the proposed sign shall not obscure from view, or unduly detract from adjacent signs.
  4. The design and placement of the sign does not create a pedestrian or vehicular traffic safety hazard as determined by the city engineer.
  5. The location and design of the proposed sign shall not have an adverse effect on the value and character of the adjacent residential zoning district or residential neighborhood. As evidenced by the signs orientation and light and glare impacts to the adjacent residential neighborhood.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 101, 3-28-23)

### **17.72.190 Temporary signs in Residential Zones.**

A temporary sign is permitted without a permit in all residential zones subject to the following requirements:

- A. signs shall be limited to a freestanding sign or a sign affixed to a freestanding wall or fence in essentially a flat position thereon;
- B. temporary signs shall not exceed six square feet in area with the aggregate signage of each lot not exceeding eighteen square feet;
- C. except as otherwise authorized by this chapter, freestanding temporary signs located within a front yard shall not exceed a sign height of 42 inches;
- D. temporary signs shall not be illuminated or reflective;
- E. temporary signs shall not be nailed to trees or public utility poles;
- F. temporary signs shall be designed and placed in a manner that does not create a vehicular or pedestrian traffic safety hazard as determined by the city engineer;
- G. temporary signs shall not be placed on awnings or canopies;
- H. signs shall not be placed within five feet from any shared property line;

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I. temporary signs relating to a timed event shall be removed 10 days following the event to which they relate.

### **17.72.195 Temporary signs and displays in C & M Zones.**

A temporary sign and/or temporary display permit shall be required in all C and M zones, and may be issued by the director subject to the requirements of Sections 17.72.140 through 17.72.180, inclusive. At the director's discretion a permit for outdoor display and portable signs can be issued for a twelve-month period. That a copy of the approved permit shall be forwarded to the code enforcement officer.

- A. Outside Display. The display of goods and merchandise immediately outside a business is permitted subject to an approved permit as follows:
1. A dimensioned site plan shall be submitted to the director, that indicates the location of the outside display area;
  2. The maximum display depth shall be no greater than five feet from the façade face but in no case closer than five feet to the edge of the sidewalk, with a maximum height of four above the sidewalk grade and the display shall cover not more than fifty percent of the width of the storefront (outdoor dining is exempt from these limitations);
  3. Goods and merchandise displayed outside of a business shall be limited to those items regularly stocked and sold in the business. Further, the display shall be installed and maintained in a neat and orderly fashion at all times, and goods may only be displayed during normal business hours; and,
  4. An encroachment permit shall be obtained from the department of public works.
- B. Temporary Banners. Temporary banners and similar signs as defined in this chapter, may be permitted by the director as follows:
1. Application for a temporary sign shall be made on forms provided by the director of development services. The application shall also indicate the size of the banner;
  2. A maximum of four temporary sign permits may be approved for any single business location within a calendar year, with the total cumulative temporary sign display days not to exceed sixty days. The maximum period for any individual temporary sign permit shall not exceed thirty days;
  3. If such temporary sign is to be placed on the public sidewalk, the applicant shall submit in addition to a temporary sign application, a site plan indicating the location of the temporary sign and an encroachment permit shall be obtained from Public Works; and
  4. Temporary banners shall be placed on the building façade. The attachment of banners to trees, light and utility poles or similar configuration shall not be permitted.
- C. Portable Signs. A moveable temporary sign that is designed and placed immediately outside the location of a business is allowed with an approved permit.
1. A dimensioned site plan shall be submitted to the director that indicates the location and size of the portable sign. The sign shall be located immediately adjacent to the storefront or building façade and there shall be not less than five feet between the sign area and edge of the sidewalk to allow for free and unobstructed pedestrian access;
  2. Signs shall not exceed a total sign area of twenty-four square feet, or twelve square feet for each sign face;
  3. Portable signs may only be displayed during normal business hours; and

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4. An encroachment permit shall be obtained from the department of public works.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 102, 3-28-23)

#### **17.72.200 Amortization schedule.**

Every on-site sign that is or that becomes non-conforming as a result of this ordinance shall be subject to remediation as provided for in California Business & Professions Code sections 5492, 5493, 5495 and 5497.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

#### **17.72.210 Appeals.**

Any appeal from the abatement provisions shall be filed with the secretary of the planning commission within thirty days after the date of mailing of the order of abatement by the director. All lengths and periods of time established for abatement under the provisions of Section 17.72.200 are declared to be prima facie time limits only and may be the subject of appeal as provided herein. Any person who is the owner, or who has any ownership interest in any property to which said order of abatement applies, may file an appeal. Upon receipt of an appeal, the planning commission shall give notice of hearing and shall conduct the same in the manner prescribed in this code. With reference to notice of hearing, no notice need be given to surrounding property owners. At the time and place set for the hearing, the commission shall give the appealing party an opportunity to be heard, in addition, where the appeal is from a prima facie length of time established by the provisions in Section 17.72.200 for the termination of nonconforming uses, the commission shall either affirm or extend said prima facie period of time based on all of the following:

- A. The construction cost of the nonconforming structure;
- B. The date of construction;
- C. Types of materials of construction;
- D. Cost and extent of any structural improvements made subsequent to construction and prior to conformity;
- E. The minimum period of amortization established for said types of structures by the Internal Revenue Service under then current regulations and rules;
- F. Actual method of depreciation used for federal income tax purposes.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 103, 3-28-23)

#### **17.72.220 Grounds for dismissal—Decision final.**

At the time notice of the abatement appeal hearing is given to the appellant as required herein, the director shall also notify the appellant to furnish the information specified in section 17.72.210(A)—(F) to the commission, at or before the time of hearing. Failure of the appellant to provide any of the required information shall be grounds for the immediate dismissal of said appeal. The commission's decision shall be final and conclusive in the absence of an appeal to the city council in the time and manner set forth herein with reference to zone variances and conditional use permits.

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(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 104, 3-28-23)

### **17.72.230 Appeal of director's determination and revocation of permit.**

An appeal of a determination of the director, and the revocation of a sign permit shall be pursuant to the following provisions:

- A. Any decision by the director pursuant to the provisions of this chapter may be appealed to the planning commission within fourteen calendar days from the date of the determination. Such appeal shall be made in writing and be accompanied by an appeal fee designated in the city of Sierra Madre fee resolution. The commission shall conduct a noticed public hearing within thirty days of staff receiving the appeal or as soon thereafter as is possible. The determination of the planning commission shall be final unless appealed to the city council pursuant to the provisions of the Sierra Madre Municipal Code.
- B. A sign permit may be revoked as follows:
  - 1. Upon the determination by the director that the sign is not being displayed in conformance with the provisions of this chapter, or in conformance with the approved sign permit, the director shall place the matter before the planning commission for consideration of revocation.
  - 2. The planning commission shall revoke the sign permit upon the determination that the sign is not being displayed in conformance with the provisions of this chapter, or in conformance with the approved sign permit.
  - 3. The determination of the planning commission may be appealed to the city council, pursuant to the provisions of the Sierra Madre Municipal Code.

(Ord. 1205 § 2 (Exh. 1 (part), 2003)

(Ord. No. 1466, § 105, 3-28-23)



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

# City of Sierra Madre **AGENDA REPORT**

*Sue Spears, City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Brent Bartlett, Fire Chief

REVIEWED BY: Michael Bruckner, City Manager

DATE: October 28, 2025

**SUBJECT: REVIEW AND POTENTIAL AMENDMENT OF SIERRA MADRE CODE OF ORDINANCES TITLE 10 – VEHICLES AND TRAFFIC CHAPTER 10.52 PARKING PROHIBITIONS ON YELLOW AND RED FLAG ALERTS DAYS**

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## **STAFF RECOMMENDATION**

It is recommended that the City Council review the revised version of Chapter 10.52 (Parking Prohibitions on Yellow and Red Flag Alert Days), provide direction to staff regarding desired modifications, and consider whether to proceed with preparation of a formal ordinance amendment for City Council consideration.

## **ALTERNATIVES**

1. Provide direction to staff on potential amendments to Chapter 10.52.
2. Direct staff to prepare a revised ordinance for future City Council review and adoption.
3. Take no action at this time.

## **EXECUTIVE SUMMARY**

The current Parking Prohibition Ordinance (Chapter 10.52) regulates on-street parking during high-risk weather conditions such as Yellow and Red Flag Alert Days. The purpose is to ensure safe access for emergency vehicles and to protect public safety during fire weather or debris flow events. The City Council requested that staff review and simplify the ordinance for greater clarity and community understanding.

A revised version of Chapter 10.52 has been prepared to simplify definitions, improve clarity, and enhance public communication for weather event alerts. The intent of this discussion item is to seek City Council direction on whether to advance a revised ordinance for consideration.

## **ANALYSIS**

The original ordinance and the revised version share the same intent—protecting

public safety during adverse weather conditions—but differ in structure, language, and implementation clarity. Key revisions include simplified terminology, added resident notification procedures, and clarified enforcement authority.

<b>Section</b>	<b>Original Summary</b>	<b>Revised Summary</b>	<b>Key Change Type</b>
10.52.010 Purpose	Broadly states intent to protect health and safety.	Simplifies language and emphasizes public notification and emergency vehicle access.	Clarity / Readability
10.52.020 Definitions	Includes detailed, technical meteorological terms.	Streamlines terms and aligns with L.A. County alert systems.	Simplification / Consistency
10.52.030 Parking Prohibitions	Lists alert types and affected streets.	Adds structured alert levels, notification process, and signage requirements.	Structure / Communication
10.52.040 Violations & Penalties	Defines misdemeanor violations and towing.	Clarifies towing authority and adds clear recovery procedures.	Enforcement Clarity

The revised version also includes enhanced public communication mechanisms—specifically City website postings, social media updates, and alerts through the emergency notification system. These improvements aim to ensure residents are promptly informed when parking restrictions are in effect.

**ENVIRONMENTAL (CEQA)**

This action is not a project as defined under the California Environmental Quality Act (CEQA) per Section 15378(b)(5) of the CEQA Guidelines, as it constitutes a policy review and direction item only. Should an ordinance amendment be prepared, staff will evaluate CEQA applicability at that time.

**STRATEGIC PLAN CORRELATION**

This Agenda Item supports:

**Goal 2: Public Safety, specifically Objective 2.4 – Safe Streets Initiative and**

### **Objective 2.5 – Enhance Emergency Preparedness and Response.**

- Under **Initiative 2.4.1**, the City is committed to undertaking traffic studies and implementing safety measures that improve roadway conditions and reduce hazards during high-risk events.
- Under **Initiative 2.5.1**, the City seeks to enhance critical technology, communication, and operational resilience during emergencies.

By refining Chapter 10.52 to improve clarity, notification procedures, and enforcement during Yellow and Red Flag Alert Days, this action strengthens the City's ability to maintain emergency vehicle access, protect residents, and advance overall community preparedness and safety.

### **PUBLIC NOTICE PROCESS**

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at [SierraMadreCA.gov](http://SierraMadreCA.gov)

### **FINANCIAL REVIEW/SOURCE OF FUNDING**

If the City Council directs staff to prepare an amendment to Chapter 10.52, then staff time will be required for ordinance drafting, legal review, and Council presentation. These costs are expected to be nominal and can be absorbed within the existing Community Preservation and Public Safety Department budgets.

Should the revised ordinance move forward to adoption, minor additional costs may be incurred for public outreach and signage updates however no new revenues or staffing adjustments are anticipated as a result of this action.

### **Attachments**

1. Chapter 10.52 Parking Prohibitions on Yellow and Red Flag Alert Days (Current Ordinance)
2. Chapter 10.52 Parking Prohibitions on Yellow and Red Flag Alert Days (Revised Draft Ordinance)

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**Chapter 10.52 PARKING PROHIBITIONS ON YELLOW AND RED FLAG ALERT DAYS****Sections:****10.52.010 Purpose of this chapter.**

The purpose of this chapter is to protect the health, safety and general welfare of the citizens of Sierra Madre through the regulation of on-street parking on certain city streets during days of extreme precipitation which pose a risk of debris and mudflows.

(Ord. No. 1284, § 1, 10-28-08)

**10.52.020 Definitions.**

The words, terms, phrases, and their derivations set forth in this chapter have the meanings set forth below:

- A. On-street parking is defined as the stopping, standing or parking of any vehicle on any of the city streets designated in Section 10.52.030.
- B. Yellow flag alert day means any day that the fire department determines weather conditions are such that small, isolated debris and mudflows are possible at specific locations in the city activated with a Los Angeles County Phase I forecast.
- C. Red flag alert day means any day that the fire department determines weather conditions are such that: 1) moderate debris and mudflows are possible at more widespread locations in the city; or 2) the potential exists for significant debris and mudflows to be widespread over specific areas in the city activated with a Los Angeles County Phase 2 or 3 forecast.

(Ord. No. 1284, § 1, 10-28-08)

**10.52.030 Parking prohibitions.**

- A. Whenever the fire department determines that on-street parking on any city street designated in subdivision B. of this section would create a hazard to life or property by interfering with emergency vehicle access and resident evacuation during any event of mud and debris flow or red flag fire weather event, the fire department is hereby authorized to install and maintain at that place signs giving notice that on-street parking is prohibited on a yellow flag alert day or red flag alert day. The Fire Department is further authorized to include notice, on any sign that prohibits on-street parking on yellow flag alert days or red flag alert days, that vehicles parked in violation of the sign may be removed at the owner's expense
- B. For purposes of this chapter, a "red flag fire weather event" means a fire-weather forecaster alert to limited weather conditions of particular importance that may result in extreme burning conditions, which may be issued during an on-going event or where the fire weather forecaster has a high degree of confidence that red flag criteria will occur within twenty-four hours of issuance. Red flag criteria may occur whenever a geographical area has been in a dry spell for a week or two, or for a shorter period, if before spring green-up or after fall color, and the National Fire Danger Rating System (NFDRS) is high to extreme and the following forecast weather parameters are forecasted to be met:
  - 1. Sustained wind average fifteen mph or greater;

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2. Relative humidity less than or equal to twenty-five percent; and
  3. Temperature of greater than seventy-five degrees F.

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

The fire chief or his or her designee is authorized to declare a red flag weather event, yellow flag alert or red flag alert.

C. During a yellow flag alert day or a red flag alert day, it shall be unlawful, when authorized signs are in place giving notice, to park any vehicle on any of the following streets or portions thereof in violation of those posted signs:

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

(Ord. No. 1284, § 1, 10-28-08; Ord. No. 1286, § 1, 1-10-09; Ord. No. 1397-U, § 3, 1-9-18)

#### **10.52.040 Violations/penalties.**

- A. A vehicle which is parked in violation of this chapter may be removed by the city. Any person or entity who parks his car in violation of this chapter is liable for the expense of removing his vehicle. Any such expense shall be charged against that person or entity and this charge shall constitute a debt and will be collectable by the city.
- B. Any person or entity that violates this chapter is guilty of a misdemeanor which shall be punishable pursuant to the procedures set forth in Chapter 1.12 of the Sierra Madre Municipal Code.

(Ord. No. 1284, § 1, 10-28-08)

## Chapter 10.52 PARKING PROHIBITIONS ON YELLOW AND RED FLAG ALERT DAYS

### Sections:

#### 10.52.010 Purpose of this chapter.

The purpose of this chapter is to protect the health, safety, and general welfare of the citizens of Sierra Madre by regulating on-street parking on designated city streets during days with weather conditions that pose a risk of debris, mudflows, or fire hazards.

(Ord. No. 1284, § 1, 10-28-08)

#### 10.52.020 Definitions.

A. **On-street parking:** The stopping, standing, or parking of any vehicle on designated city streets as specified in Section 10.52.030.

B. **Yellow Flag Alert Day:** A day determined by the fire department when weather conditions indicate:

1. Small, isolated debris and mudflows are possible in specific locations within the city.

This alert is triggered by a Los Angeles County Phase I forecast.

Commented [AG1]: Why doesn't this paragraph have sub-paragraphs like the ones below?

C. **Red Flag Alert Day:** A day determined by the fire department when weather conditions indicate either:

1. Moderate debris and mudflows may occur in multiple areas of the city; or
2. There is potential for significant debris and mudflows in specific high-risk areas.

This alert is triggered by a Los Angeles County Phase II or III forecast.

Commented [AG2]: Should this sentence be part of the second sub-paragraph?

D. **Red Flag Fire Weather Event:** A specific fire-weather alert determined by the fire department when extreme burning conditions are expected or ongoing. Criteria include:

1. Sustained wind averages of 15 mph or greater;
2. Relative humidity of 25% or lower;
3. Temperatures exceeding 75°F; and
4. Additional factors such as dry lightning or unstable air.

Commented [AG3]: This is not a definition

(Ord. No. 1284, § 1, 10-28-08)

### 10.52.030 Parking prohibitions.

#### A. General Prohibitions:

1. Whenever the fire department determines that on-street parking on designated city streets would pose a hazard to life or property by interfering with emergency vehicle access or resident evacuation during a Yellow Flag Alert Day, Red Flag Alert Day, or Red Flag Fire Weather Event, on-street parking is prohibited.
2. Signs shall be installed and maintained to give notice of these prohibitions. Such signs must include a warning that vehicles parked in violation may be removed at the owner's expense.

#### B. Designated Streets: The following streets, or portions thereof, are subject to these prohibitions:

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

(Ord. No. 1284, § 1, 10-28-08; Ord. No. 1286, § 1, 1-10-09; Ord. No. 1397-U, § 3, 1-9-18)

### 10.52.040 Violations/penalties.

A. **Removal of Vehicles:** Vehicles parked in violation of this chapter may be removed by the city. The owner is liable for the expense of removal, which constitutes a collectible debt to the city.

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**B. Misdemeanor Violation:** Violating this chapter is a misdemeanor punishable as set forth in Chapter 1.12 of the Sierra Madre Municipal Code.

(Ord. No. 1284, § 1, 10-28-08)