



# CITY OF SIERRA MADRE

## CITY COUNCIL REGULAR MEETING AGENDA

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

**Tuesday, May 26, 2026, 5:30 PM**

**City Council Chambers, 232 W. Sierra Madre Blvd.**

### **AMERICANS WITH DISABILITIES ACT**

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (626) 355-7135. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

### **PUBLIC COMMENT & ACCESS**

The Brown Act provides the public with an opportunity to make public comments at any public meeting. As an alternative, public comment may be submitted 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.

A copy of the posted agenda and a live video stream of the meeting can be found on the City's website at [sierramadrecal.gov](http://sierramadrecal.gov), on Foothills Media website at [foothillsmedia.org/sierramadre](http://foothillsmedia.org/sierramadre), and broadcast on Government Access Channel 3 (Spectrum).

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

### **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.

#### **1. CALL TO ORDER**

#### **2. PLEDGE OF ALLEGIANCE AND INSPIRATION**

##### **A. Council Member Kelly Kriebs**

### **3. ROLL CALL OF CITY COUNCIL MEMBERS**

Kristine Lowe, Mayor

Gene Goss, Mayor Pro Tem

Edward Garcia, Council Member

Kelly Kriebs, Council Member

Robert Parkhurst, Council Member

### **4. SUPPLEMENTAL INFORMATION FROM CITY CLERK REGARDING AGENDA ITEMS**

### **5. REPORTS FROM MAYOR AND CITY COUNCIL (including reports from City Council related to meetings attended at City expense per AB 1234)**

### **6. REPORTS FROM CITY STAFF**

### **7. PRESENTATIONS**

#### **A. Proclamation in Recognition of Older Americans Month**

#### **B. Proclamation in Recognition of Dane Lenton, Sierra Madre Older American of the Year**

#### **C. Sierra Madre Civic Club Grant Awards**

The Sierra Madre Civic Club is an independent philanthropic organization, serving the community of Sierra Madre. These grant funds are not allocated nor distributed from City funded accounts.

### **8. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

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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.

### **9. CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless a member of the City Council requests that a specific item be removed from the Consent Calendar for separate discussion and action.

#### **A. Approval of City Council meeting minutes from May 12, 2026 meeting**

Recommendation: Approve

Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities

#### **B. Resolution 26-39 Approval of Warrants for Payment**

Recommendation: Approve

Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.

- C. **Resolution No. 26-38 Authorizing a Supplemental Budget Appropriation from the Water Fund Reserve in the amount of \$400,000 and Approval of the Water Main Replacement Agreement with Toll West Coast, LLC**  
Recommendation: Approve  
CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.
- D. **Resolution No. 26-45 Authorizing a Supplemental Budget Appropriation from the Library Gift and Memorial Fund in the Amount of \$80,000 for Fiscal Year 2025/26**  
Recommendation: Approve  
CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.
- E. **Resolution No. 26-46 Authorizing a Supplemental Budget Appropriation of \$174,050 from the General Fund Reserve and Award of a Construction Contract to Ultimate Pool Remodeling, Inc. for the Sierra Madre Aquatic Center Pool Deck Repair and Pools Replaster Project at Sierra Vista Park in the Amount of \$324,050**  
Recommendation: Approve  
CEQA - Exempt under 14 CCR 15302 as a replacement/ reconstruction of existing structures/facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity.
- F. **Professional Services Agreement with Pasadena Humane Society for Animal Shelter and Animal Control Services in the Amount of \$364,488 for a Five-Year Period**  
Recommendation: Approve  
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities
- G. **Professional Services Agreement with California Consulting, Inc. for Grant Research, Identification, Writing, and Administration Services in the Amount of \$111,400**  
Recommendation: Approve  
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities
- H. **Declaration of City-Owned Vehicles as Surplus in accordance with Sierra Madre Municipal Code Section 3.08.100(C)**  
Recommendation: Approve  
CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.
- I. **Fourth Amendment to the Professional Services Agreement with Willdan Engineering**  
Recommendation: Approve  
CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment
- J. **Resolution No. 26-41 Initiating FY 2026/27 Downtown Landscaping and Lighting Maintenance District Proceedings**  
Recommendation: Approve  
CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

**K. Second Reading of Ordinance No. 1493 Amending Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) of the Sierra Madre Municipal Code**

Recommendation: Approve

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

**L. Second Reading of Ordinance No. 1494 Amending Section 17.08.020 (Words, Terms, Phrases Defined) of Chapter 17.08 (Definitions) and Chapter 17.22 (Accessory Dwelling Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code**

Recommendation: Approve

CEQA - exempt as an ordinance implementing Article 2 (commencing with Government Code Section 66314) and Article 3 (commencing with Section 66333) of Chapter 13 of Division 1 of Title 7 of, the Government Code, pursuant to Public Resources Code Section 21080.17

**10. DISCUSSION ITEMS**

**A. Resolution No. 26-47 Approving City Council Teleconferencing Procedures Policy**

Recommendation: Approve

Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities

**11. ITEMS FOR FUTURE AGENDAS**

**12. ADJOURNMENT**

The City Council will adjourn to a special meeting on May 27, 2026.

*Date Posted: May 21, 2026*



# CITY OF SIERRA MADRE

## CITY COUNCIL REGULAR MEETING MINUTES

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

**Tuesday, May 12, 2026, 5:30 P.M.**

**City Council Chambers, 232 W. Sierra Madre Blvd.**

**Council Member Edward Garcia participated by teleconference from:**

**Convict Lake Resort  
2000 Convict Lake Road, Cabin Number 11  
Mammoth Lakes, CA 93546**

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### **1. CALL TO ORDER**

Honorary Mayor for the Day Coralie Widman called the meeting to order at 5:32 pm.

### **2. PLEDGE OF ALLEGIANCE AND INSPIRATION**

Ms. Coralie Widman, Sierra Madre Elementary School

### **3. ROLL CALL OF CITY COUNCIL MEMBERS**

City Clerk Aguilar called the roll:

Kristine Lowe, Mayor

Gene Goss, Mayor Pro Tem

Edward Garcia, Council Member (via teleconference)

Kelly Kriebs, Council Member

Robert Parkhurst, Council Member

Also Present: Michael Bruckner, City Manager

Aleks Giragosian, City Attorney

Laura Aguilar, City Clerk

Brent Bartlett, Fire Chief

Brian Dickinson, Director of Public Works

Steven McGee, Public Works/Utility Manager

Eric Lozick, Public Works Management Analyst

Joshua Wolf, Senior Planner

Katelyn Huang, Assistant Planner

### **4. SUPPLEMENTAL INFORMATION FROM CITY CLERK REGARDING AGENDA ITEMS**

City Clerk Aguilar announced that Mr. Lenton was not able to attend the meeting and that Presentations B and C would be pulled from the agenda and moved to the May 26, 2026 City Council meeting.

**5. REPORTS FROM MAYOR AND CITY COUNCIL (including reports from City Council related to meetings attended at City expense per AB 1234)**

Council Member Parkhurst:

April 29 he attended a meeting of the Transportation Sub-Committee. They discussed an update on the Uber Transportation Plan. On that same day, he attended a meeting of the Natural Resources Commission. They discussed rescheduling the Bailey Canyon re-planting event. They also discussed editing the Tree Ordinance.

May 2 he attended a Spanish Classical and Flamenco performance at the Sierra Madre Playhouse. He also attended the Art Faire at Memorial Park.

May 6 he attended the Honor's Award Dinner at Ascension Church.

On May 7 he attended the Planning Commission meeting. The Commission discussed Objective Design Standards.

Council Member Kriebs:

Shared that she attended the Chamber of Commerce Board meeting on April 29. They discussed the Wistaria Festival and upcoming Honor's Awards Dinner.

She reported that she attended the Honor's Awards Dinner on May 6.

She also reported attending a meeting of the Senior Community Commission. They discussed the upcoming Uber Transportation Program rollout.

Mayor Pro Tem Goss:

Reported that he attended the Honor's Award Dinner on May 6 at Ascension Church.

Council Member Garcia:

Reported that on April 30 he attended a meeting with the Pasadena Education Foundation at Pasadena City Hall.

From May 6 – May 8 he attended a conference with the Southern California Association of Governments.

Mayor Lowe:

Reported that on April 30 she attended the Pasadena Education Foundation event Celebrating Schools Night.

On April 30 she attended the ribbon cutting ceremony for the new tea house, The Rose Angel.

On May 6 she attended the Honor's Award Dinner. Afterwards she went to the conference with the Southern California Association of Governments.

**6. REPORTS FROM CITY STAFF**

There were no updates from City staff.

**7. PRESENTATIONS**

**A. Proclamation in Recognition of Public Works Week**

The proclamation was accepted by Director Dickinson on behalf of the Public Works Department. Director Dickinson invited all Public Works Manager McGee to share remarks.

**B. ~~Proclamation in Recognition of Older American's Month~~ – Pulled from the Agenda**

**C. ~~Proclamation in Recognition of Dane Lenton, Sierra Madre's Older American of the Year~~ – Pulled from the Agenda**

**D. Annual Report from YMCA on Programs and Services**

A Power Point Presentation was presented by YMCA Executive Director Kurt Knop.

**8. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA**

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Speakers are generally limited to three (3) minutes per person and time may not be delegated; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

Addressing the City Council from the audience is not permitted; all comments addressing the Council must be made from the podium. Persons with a disability who require disability related modifications or accommodations in order to participate in the meeting, including auxiliary aids or services, may request such modification or accommodation from the City

City Clerk Aguilar announced for the record that the City Clerk's Office received two (2) emails for items not on the agenda from Tim Aan't Goor and Sharil Fukuzaki.

Speaker cards were submitted from:

Grace Brown, 464 Mariposa Avenue: spoke about the condition and proposed beautification of Memorial Park.

Lillian Maimone, 302 W. Lima Street: spoke about potholes and road conditions on Lima Street.

Caroline Brown: spoke about Sierra Madre Mountain Conservancy.

Seeing no one else come forward, Mayor Lowe closed public comment for items not on the agenda.

## 9. PUBLIC HEARING

Any person wishing to speak before the City Council on a public hearing item is asked to complete a Speaker Card noting the agenda item number and provide it to the City Clerk prior to the start of the public hearing. Separate and apart from the applicant (who may speak longer in the discretion of the City Council) speakers are generally limited to three (3) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or acting on any item not listed on the posted agenda. The applicant may additionally submit rebuttal comments, at the discretion of the City Council.

### **A. Ordinance No. 1493 Amending Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) of the Sierra Madre Municipal Code**

Recommendation: Approve

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

Report presented by Assistant Planner Huang.

At the conclusion of staff's report, Mayor Lowe brought the matter to the City Council for questions.

Mayor Lowe opened the podium for public comment.

Seeing no one come forward, Mayor Lowe closed Public Comment and brought the matter back to the City Council for further discussion.

Council Member Kriebs noted that she found two grammatical errors that did not pose substantive changes; 12.28.030 and 12.20.040.

Council Member Parkhurst made a motion to approve as amended.

Mayor Pro Tem Goss seconded the motion.

Mayor Lowe called for a vote of the Council:

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

The motion was passed unanimously.

Mayor Lowe moved on to the second Public Hearing on the agenda.

**B. Ordinance No. 1494 Amending Section 17.08.020 (Words, Terms, Phrases Defined) of Chapter 17.08 (Definitions) and Chapter 17.22 (Accessory Dwelling Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code and Consideration of a Resolution Regarding the Administration of Public Facilities Fees for Applicable Accessory Dwelling Units**

Recommendation: Approve

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

Report presented by Senior Planner Wolf.

At the conclusion of the presentation, Mayor Lowe brought the matter to the City Council for questions.

Mayor Lowe opened the podium for public comment.

City Clerk Aguilar noted for the record that no emails had been received for this Public Hearing.

Seeing no one come forward, Mayor Lowe closed Public Comment and brought the matter back to the City Council for further discussion.

Council Member Kriebs suggested splitting the item to discuss the Ordinance and fees separately.

Council Member Kriebs made a motion to approve first reading of Ordinance 1494.

Mayor Pro Tem Goss seconded the motion.

Mayor Lowe called for a vote of the Council:

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

The motion was passed unanimously.

The City Council moved on to discuss the administration of public facility fees.

Council Member Garcia suggested that the proposed language is not equitable and proportionate.

Council Member Kriebs made a motion for:

Fees for the first ADU shall be charged 25% of the single-family rate fee.

Fees for the second ADU shall be charged at 75% of the single-family rate fee.

Fees for the third ADU shall be charged at 100% of the single-family rate fee, proportionate to the existing dwelling.

In the R-1 Zone. In the non-R-1 Zones fees shall apply multi-family rates.

Mayor Pro Tem Goss seconded the motion.

Mayor Lowe called for a vote of the Council:

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

The motion was passed unanimously.

## **10. CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one vote. There will be no separate discussion of these items unless a member of the City Council requests that a specific item be removed from the Consent Calendar for separate discussion and action.

City Clerk Aguilar presented on the following five reports:

- A. Approval of City Council meeting minutes from April 28, 2026 meeting.  
Recommendation: Approve  
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities
- B. Resolution No. 26-34 Approval of Warrants for Payment  
Recommendation: Approve  
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities
- C. Quarterly Treasurer's Report – Quarter Ended March 31, 2026  
Recommendation: Receive and File  
Not a CEQA Project under: 14 CCR 15378(b)(4)- government fiscal activities.
- D. Resolution 26-35 Authorizing a Supplemental Budget Appropriation  
Recommendation: Approve  
Not a CEQA Project under: PRC 21080(b)(4)- actions to mitigate or prevent emergency
- E. Resolution 26-36 Authorizing a Supplemental Budget Appropriation  
Recommendation: Approve  
Not a CEQA Project under: PRC 21080(b)(1)- ministerial acts.
- F. Resolution 26-33 Adopting the Standard Plans for Public Works Construction, 2021 Edition  
Recommendation: Approve  
CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment
- G. Resolution 26-37 Approving the Fourth Amendment to Settlement Agreement and Release with CETT Investments Corporation  
Recommendation: Approve  
CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.
- H. Third Annual Report of the Development Agreement Between the City of Sierra Madre, Toll West Coast, LLC and the Congregation of the Passion.  
Recommendation: Receive and File.  
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities
- I. First Amendment to the Professional Services Agreement with Kimley-Horn and Associates  
Recommendation: Approve  
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities

- J. Fourth Amended and Restated Legal Services Agreement with Colantuono, Highsmith & Whatley, PC  
Recommendation: Approve  
Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities

At the conclusion of City Clerk Aguilar's report, Council Member Parkhurst noted that Mayor Pro Tem Goss was missing from the second motion to approve Resolution 26-31

The City Council asked staff questions on Consent Items C and D.

Mayor Lowe opened the podium for public comment.

Steven Chen, Consent Item G: recommended a change to the term from 2 years to 5 years

Seeing no one come forward, Mayor Lowe closed Public Comment and brought the matter back to the City Council.

Mayor Lowe pulled Consent G for further discussion.

Mayor Lowe asked the Council for a motion for the remaining items on the Consent Calendar.

Council Member Parkhurst made a motion to approve Consent A-F and H-J.

Council Member Kriebs seconded the motion.

Mayor Lowe called for a vote of the Council:

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

Consent Items A-J were approved by unanimous voice vote.

## **11. DISCUSSION ITEM**

**The City Council pulled Consent G for further discussion.**

### **G. Resolution 26-37 Approving the Fourth Amendment to Settlement Agreement and Release with CETT Investments Corporation**

Recommendation: Approve

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

Mayor Pro Tem Goss made a motion to amend the agreement to 5 years.

Council Member Kriebs seconded the motion.

Mayor Lowe called for a vote of the Council:

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

The motion was passed unanimously.

**A. Authorization for All-Way Stop Traffic Control at the Intersection of East Grand View Avenue and North Canon Avenue**

Recommendation: Approve

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

Council Member noted a conflict of interest and recused himself from the discussion because his home is located close to the intersection being discussed.

Report presented by Director Dickinson.

At the conclusion of the presentation, Mayor Lowe brought the matter to the City Council for questions.

Mayor Lowe opened the podium for public comment.

Seeing no one come forward, Mayor Lowe closed Public Comment and brought the matter back to the City Council for further discussion.

Mayor Pro Tem Goss made a motion to authorize a four-way stop at the intersection of East Grand View Avenue and North Canon Avenue.

Council Member Kriebs seconded the motion.

Mayor Lowe called for a vote of the Council:

Ayes: Mayor Lowe, Mayor Pro Tem Goss, Council Members  
Garcia (teleconference), and Kriebs  
Noes: None.  
Absent: Council Member Parkhurst

Abstain: None.

The motion was passed with a majority vote of 4-0-1

**B. Report, Discussion, Direction on City Boards and Commissions Attendance Policy**

Recommended Action: Provide staff with direction.

CEQA: Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities Recommended Action: Provide Direction

Report presented by City Clerk Aguilar.

At the conclusion of the presentation, Mayor Lowe brought the matter to the City Council for questions.

Mayor Lowe opened the podium for public comment.

Seeing no one come forward, Mayor Lowe closed Public Comment and brought the matter back to the City Council for further discussion.

Mayor Lowe stated that she wanted the policy to reflect that leave of absences have to be made in writing to the Mayor.

Council Member Parkhurst added that he would like the policy to define a Special Meeting.

Council Member Kriebs made a motion to adopt a policy that requires 75% attendance, regardless of excused or unexcused, teleconference attendance is not considered absent.

Council Member Parkhurst seconded the motion.

Mayor Lowe called for a vote of the Council:

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

Noes: None.

Absent: None.

Abstain: None.

The motion was passed unanimously.

**C. Report, Discussion, Direction on Executive Management Labor Market Equity Adjustments**

Recommendation: Approve

Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities.

The report was presented by City Manager Bruckner.

At the conclusion of staff's report, Mayor Lowe brought the matter to the City Council for questions.

Mayor Lowe opened the podium for public comment.

City Clerk Aguilar noted for the record that two e-mails were received for this item from Diane Sands and Catherine Adde, respectively.

Seeing no one come forward, Mayor Lowe closed Public Comment and brought the matter back to the City Council for further discussion.

Council Member Parkhurst made a motion to the salary compensation schedule, effective June 1, 2026.

Mayor Pro Tem Goss seconded the motion.

Mayor Lowe called for a vote of the Council:

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

The motion was passed unanimously.

#### **ITEMS FOR FUTURE AGENDAS**

Parkhurst: E-bike parking

Parkhurst: Update of the Recycle Program from Natural Resources Commission

Kriebs: Waiving plan check fees for Eaton Fire rebuilds

#### **12. ADJOURNMENT**

Mayor Lowe asked for a motion to adjourn the City Council meeting.

Mayor Pro Tem Goss made a motion to adjourn.

Council Member Kriebs seconded the motion.

Mayor Lowe called for a vote of the Council:

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

Noes: None.  
Absent: None.  
Abstain: None.

The meeting was adjourned at 9:00 pm to a Regular City Council meeting scheduled for May 26, 2026.

Minutes taken and typed by:

Minutes Approved by Council Action:

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Laura Aguilar  
City Clerk

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Kristine Lowe  
Mayor



# CITY OF SIERRA MADRE

## STAFF REPORT

### FINANCE

**DATE:** May 26, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Harry Wong, Director of Finance  
By: William Zaragoza, Accounting Technician

**SUBJECT: Resolution 26-39 Approval of Warrants for Payment**

#### **RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 26-39 and approve payment for the following:

1. **Outstanding Obligated City Warrants:** \$276,964.70
2. **Outstanding Obligated Sierra Madre Library Warrants:** \$132,284.57
3. **Payroll Transfer:** \$559,585.59

#### **SUMMARY**

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.

#### **DISCUSSION & ANALYSIS**

The Warrant Register 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 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.

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 #09) for Date 5/7/26:

- Total Earnings (Salaries) @ \$411,292.21 plus Total Employer Expenses for Benefits @ \$148,293.38 = Total @ \$559,585.59

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

**STRATEGIC PLAN RELATIONSHIP**

None.

**ENVIRONMENTAL ANALYSIS**

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

**FISCAL IMPACT**

There is no fiscal impact as a result of the recommended action.

Approved by:



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Michael Bruckner  
City Manager

**Attachments**

[1.RESOLUTION 26-39 5.26.26.pdf](#)

[2.REGISTER 25-39.pdf](#)

[3.WARRANT REGISTER 26-39 5.26.26.pdf](#)

**RESOLUTION NUMBER 26-39**

**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 \$276,964.70; Sierra Madre Library Warrants in the aggregate amount of \$132,284.57; and Payroll Transfer in the aggregate amount of \$559,585.59 for the fiscal year ending June 30, 2026.

**APPROVED AND ADOPTED** this 26<sup>th</sup> day of May 2026.

\_\_\_\_\_  
Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 26-39 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 26<sup>th</sup> day of May 2026.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
City Clerk, City of Sierra Madre, California

Approved as to form:

\_\_\_\_\_  
City Attorney, City of Sierra Madre, California

**City of Sierra Madre  
Department of Finance  
Warrant Register Recap  
City Council Meeting of May 26, 2026**

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

City of Sierra Madre Warrants .....	\$276,964.70
Sierra Madre Library Warrants.....	\$132,284.57
Payroll Transfer.....	\$559,585.59

**Warrant Register Post Date 5/26/26****Attachment 1A**

Fiscal Year	Description	Amount	Page #
FY25/26	General Warrants	\$131,704.90	1-4
FY25/26	General Manual Warrant	\$24,814.74	5-10
FY25/26	General Utility Bills	\$2,518.00	11
FY25/26	General Manual Utility Bills	\$117,927.06	12-13
	Total	\$276,964.70	

FY25/26	Library Warrant	\$129,941.03	14
FY25/26	Library Manual Warrant	\$2,343.54	15
	Total	\$132,284.57	

Pay Date:			
5/7/2026	Payroll #09	\$559,585.59	16
	From: City of Sierra Madre-General Acct. To: City of Sierra Madre-Payroll Acct.		
	Total	\$559,585.59	



Packet: APPKT08672 - GEN 5/26/26  
Vendor Set: 02 - Vendor Set 02

Check Date: 05/19/2026

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<a href="#">VEN04628</a>	AED MANAGEMENT LLC				<b>15,339.00</b>
APBWEST	Check	<a href="#">INV044099</a>	REFUND: WASTE BOUND	10000.00000.23306	15,339.00
<a href="#">VEN03814</a>	AIR SOURCE INDUSTRIES				<b>93.15</b>
APBWEST	Check	<a href="#">00983002</a>	OXYGEN	10000.64000.53300	93.15
<a href="#">VEN03454</a>	AMAZON CAPITAL SERVICES				<b>2,540.48</b>
APBWEST	Check	<a href="#">11JF-V3FT-Q9F9</a>	MISC SUPPLIES 4/13/26 - 4/26/26	71000.81100.53100	33.67
		<a href="#">11RQ-VXCL-4GDY</a>	MISC SUPPLIES 4/27/26 - 5/10/26	71000.81100.53205	62.34
		<a href="#">13W4-1KNX-NRXJ</a>	MISC SUPPLIES 4/13/26 - 4/26/26	60003.30000.53103	80.39
		<a href="#">17J6-6HHG-LRHJ</a>	MISC SUPPLIES 4/27/26 - 5/10/26	10000.61000.53100	26.17
				10000.61000.53300	24.74
		<a href="#">17RJ-NLC9-VD9W</a>	MISC SUPPLIES 4/13/26 - 4/26/26	10000.40000.53100	926.42
		<a href="#">1FTL-PL6X-Y7TP</a>	MISC SUPPLIES 4/27/26 - 5/10/26	60003.30000.53103	384.32
		<a href="#">1JY7-LHG9-P3HP</a>	MISC SUPPLIES 4/27/26 - 5/10/26	10000.50000.53100	20.37
				10000.50000.53999	364.64
		<a href="#">1MHD-H19K-1WVY</a>	MISC SUPPLIES 3/30/26 - 4/12/26	60002.30000.53100	198.84
		<a href="#">1YGG-PQ96-QPDM</a>	MISC SUPPLIES 4/13/26 - 4/26/26	10000.61000.52302	13.19
				10000.61000.53100	70.93
				10000.61000.53303	334.46
<a href="#">0859</a>	AQUA METRIC				<b>16,847.50</b>
APBWEST	Check	<a href="#">INV0113050</a>	WATER METER PURCHASE	71000.81100.56011	16,847.50
<a href="#">1464</a>	ARCADIA PARTY RENTALS INC				<b>729.00</b>
APBWEST	Check	<a href="#">24470.1</a>	EVENT EQUIPMENT RENTAL INVOICE 24470 AMT10000.79007.52999		729.00
<a href="#">VEN04026</a>	ARCADIA TIRES				<b>129.89</b>
APBWEST	Check	<a href="#">INV044104</a>	VEHICLE MAINT/#2096	60000.83100.53208	63.26
		<a href="#">INV044105</a>	VEHICLE MAINT/#5105	60000.83100.53208	35.00
		<a href="#">INV044106</a>	VEHICLE MAINT/#2034	60000.83100.53208	31.63
<a href="#">1552</a>	ARNOLD'S FRONTIER HARDWARE - Fire				<b>39.76</b>
APBWEST	Check	<a href="#">119201</a>	MISC. SUPPLIES	10000.61000.53204	39.76
<a href="#">1553</a>	ARNOLD'S FRONTIER HARDWARE - Police				<b>1.08</b>
APBWEST	Check	<a href="#">119183</a>	MISC. SUPPLIES	10000.50000.53204	1.08
<a href="#">0122</a>	ARNOLD'S FRONTIER HARDWARE - PW				<b>317.35</b>
APBWEST	Check	<a href="#">118906</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	4.07
		<a href="#">118967</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	7.07
		<a href="#">118977</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	4.40
		<a href="#">118978</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	0.86
		<a href="#">118982</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	12.12
		<a href="#">118983</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	1.97
		<a href="#">119031</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	12.33
		<a href="#">119033</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	19.88
		<a href="#">119034</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	0.54
		<a href="#">119036</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	1.08
		<a href="#">119054</a>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	30.69
		<a href="#">119055</a>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	33.14
		<a href="#">119059</a>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	2.85
		<a href="#">119084</a>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	26.69
		<a href="#">119094</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	22.09
		<a href="#">119096</a>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	30.87
		<a href="#">119099</a>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	11.03
		<a href="#">119101</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	2.20
		<a href="#">119103</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	48.58
		<a href="#">119134</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	3.91
		<a href="#">119135</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	3.73
		<a href="#">119137</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	20.75
		<a href="#">119166</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	5.16

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APBWEST	Check	<a href="#">119168</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	5.17
		<a href="#">119190</a>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	6.17
		<a href="#">119227</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	58.17
		<a href="#">119232</a>	FY 25/26 MAINTENANCE SUPPLIES - CREDIT	60001.83200.53200	-58.17
<a href="#">VEN04557</a>	CALIFORNIA CONSULTING INC				<b>4,600.00</b>
APBWEST	Check	<a href="#">7928</a>	5/1/26 5/31/26 GRANT CONSULTING SERVICES	10000.32000.52200	4,600.00
<a href="#">0795</a>	CITY OF GLENDALE				<b>8,795.39</b>
APBWEST	Check	<a href="#">4093</a>	FD_Purchase of iOS Tablet Systems for CAD Syst	10000.61000.53301	8,795.39
<a href="#">0326</a>	CITY OF PASADENA				<b>836.00</b>
APBWEST	Check	<a href="#">30028893</a>	MARCH 2026 PASADENA PD INMATE BOOKING #1	10000.50000.52003	336.00
		<a href="#">30028937</a>	FEB 2026 PASADENA PD INMATE BOOKING AND	10000.50000.52003	500.00
<a href="#">0171</a>	CLINICAL LABORATORY OF SAN BERNARDINO, INC.				<b>2,175.00</b>
APBWEST	Check	<a href="#">2600644-SIE01</a>	3/3/26 - 3/31/26 WATER TREATMENT TESTING	71000.81100.52200	2,175.00
<a href="#">1181</a>	DELTA DISTRIBUTING				<b>272.38</b>
APBWEST	Check	<a href="#">171204</a>	FY 25/25 JANITORIAL SUPPLIES	60001.83200.53200	220.56
		<a href="#">171216</a>	FY 25/25 JANITORIAL SUPPLIES	60001.83200.53200	51.82
<a href="#">VEN03180</a>	DICKS AUTO SUPPLY				<b>346.64</b>
APBWEST	Check	<a href="#">237213</a>	FY 25/26 AUTO PARTS	60000.83100.53208	223.49
		<a href="#">237262</a>	FY 25/26 AUTO PARTS	60000.83100.53208	45.76
		<a href="#">237409</a>	FY 25/26 AUTO PARTS	60000.83100.53208	77.39
<a href="#">VEN04105</a>	DR. ANGELICA LOZA-GOMEZ M.D., PC.				<b>992.00</b>
APBWEST	Check	<a href="#">46</a>	APRIL 2026 Medical Director Services	10000.64000.52200	992.00
<a href="#">VEN04122</a>	FAITH FIRE EXTINGUISHER & SAFETY EQUIPMENT				<b>263.44</b>
APBWEST	Check	<a href="#">12526</a>	PD FIRE EXTINGUISHER SERVICE	60001.83200.53200	263.44
<a href="#">VEN04272</a>	FAN4LIFEDECALS				<b>246.94</b>
APBWEST	Check	<a href="#">0325</a>	HELMET REFLECTIVE DECAL	10000.61000.53303	246.94
<a href="#">VEN02778</a>	FORMLA LANDSCAPING INC				<b>1,165.00</b>
APBWEST	Check	<a href="#">45589</a>	3/11/26 - 4/10/26 CITY HALL MAINTENANCE	10000.83300.52200	1,165.00
<a href="#">VEN01528</a>	GALLS LLC				<b>434.55</b>
APBWEST	Check	<a href="#">034831180</a>	UNIFORMS	10000.50000.53303	319.38
		<a href="#">034837935</a>	UNIFORMS	10000.50000.53303	115.17
<a href="#">VEN01613</a>	GANAHL LUMBER COMPANY				<b>51.96</b>
APBWEST	Check	<a href="#">142297387</a>	MISC. MAINT. SUPPLIES	71000.81100.53200	51.96
<a href="#">VEN04500</a>	GLENDALE DODGE CHRYSLER JEEP				<b>2,185.10</b>
APBWEST	Check	<a href="#">35931</a>	FD- RA741 Fuel Pump Replacement and Repair	10000.61000.53208	2,185.10
<a href="#">1639</a>	GMS ELEVATOR SERVICES INC				<b>270.00</b>
APBWEST	Check	<a href="#">128146</a>	MONTHLY SERVICE	60001.83200.52200	135.00
		<a href="#">129829</a>	MONTHLY SERVICE	60001.83200.52200	135.00
<a href="#">VEN04228</a>	HEALTH NET LIFE INSURANCE COMPANY				<b>689.12</b>
APBWEST	Check	<a href="#">25106678</a>	EMS REFUND PAYMENT	10000.64000.47029	689.12
<a href="#">0512</a>	HUNTINGTON HOSPITAL				<b>75.00</b>
APBWEST	Check	<a href="#">INV044100</a>	PD PATIENT PRE/POST BOOKING FEE	10000.50000.52003	75.00
<a href="#">VEN01969</a>	INLAND EMPIRE STAGES				<b>1,180.00</b>
APBWEST	Check	<a href="#">66029</a>	COMMUNITY EXCURSION	37004.70000.52200	1,180.00
<a href="#">VEN04539</a>	KAM SOFTWARE TECHNOLOGIES				<b>1,900.00</b>
APBWEST	Check	<a href="#">7980</a>	27-28 ANNUAL MAINTENANCE & SUPPORT	10000.50000.52200	1,900.00
<a href="#">1185</a>	KEYSTONE UNIFORM				<b>1,087.76</b>
APBWEST	Check	<a href="#">070679.1</a>	UNIFORMS PD - DIFFERENCE PMT INV 070679	10000.50000.53303	22.05
		<a href="#">071929</a>	UNIFORMS	10000.50000.53303	584.21
		<a href="#">071930</a>	UNIFORMS	10000.50000.53303	481.50
<a href="#">0515</a>	LANDSCAPE WAREHOUSE				<b>384.89</b>
APBWEST	Check	<a href="#">2604-628852</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	1.18
		<a href="#">2604-629752</a>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	383.71
<a href="#">VEN03994</a>	LAWRENCE CHU				<b>638.52</b>
APBWEST	Check	<a href="#">INV044101</a>	REIMB: CRTA TRAINING COURSE: CHU L	10000.61000.52205	638.52
<a href="#">0640</a>	LIFE-ASSIST INC.				<b>4,528.89</b>
APBWEST	Check	<a href="#">2089469</a>	FY 25/26 EMS Medical Supplies	10000.64000.53300	132.14
		<a href="#">2094342</a>	FY 25/26 EMS Medical Supplies	10000.64000.53300	534.71
		<a href="#">2107638</a>	FY 25/26 EMS Medical Supplies	10000.64000.53300	2,026.18
		<a href="#">2108053</a>	FY 25/26 EMS Medical Supplies	10000.64000.53300	16.24
		<a href="#">2110343</a>	FY 25/26 EMS Medical Supplies	10000.64000.53300	1,260.26

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APBWEST	Check	<a href="#">2121282</a>	FY 25/26 EMS Medical Supplies	10000.64000.53300	559.36
<a href="#">VEN04515</a>	MARIPOSA LANDSCAPES INC				<b>13,887.44</b>
APBWEST	Check	<a href="#">119769</a>	APRIL 20267 LANDSCAPE MAINTENANCE	10000.83300.52200	7,915.84
				32012.83000.52200	4,443.98
				60001.83200.52200	1,527.62
<a href="#">0291</a>	MATT-CHLOR, INC.				<b>280.00</b>
APBWEST	Check	<a href="#">31633</a>	FY 25/26 - INSPECTION/REPAIR OF LEAK	71000.81100.53212	280.00
<a href="#">VEN02976</a>	MEDICO PROFESSIONAL LINEN SERVICE				<b>149.10</b>
APBWEST	Check	<a href="#">21412494</a>	MEDICO WASTE SERVICES	10000.64000.53300	74.55
		<a href="#">21428575</a>	MEDICO WASTE SERVICES	10000.64000.53300	74.55
<a href="#">1608</a>	MUNICIPAL MAINTENANCE EQUIP IN				<b>482.80</b>
APBWEST	Check	<a href="#">049056</a>	MISC SUPPLIES	72000.81200.52302	482.80
<a href="#">VEN04200</a>	NIKO MOBILE CARWASH				<b>280.00</b>
APBWEST	Check	<a href="#">0595714</a>	4/15/26 PD CAR WASH	10000.50000.52200	280.00
<a href="#">VEN04034</a>	NORIDIAN MEDICARE JE PARTB REFUNDS				<b>504.39</b>
APBWEST	Check	<a href="#">INV044102</a>	RE: 25088729 REFUND	10000.64000.47029	504.39
<a href="#">VEN04007</a>	OCCUPATIONAL HEALTH CENTERS OF CA				<b>126.00</b>
APBWEST	Check	<a href="#">90707209</a>	PRE-EMPLOYMENT EXAM	60007.70100.52106	126.00
<a href="#">0323</a>	PASADENA HUMANE SOCIETY				<b>4,703.57</b>
APBWEST	Check	<a href="#">MAY2026CtySM</a>	MAY 2026 Animal Control Services	10000.50000.52004	4,703.57
<a href="#">VEN01608</a>	PHOENIX GROUP INFORMATION SYSTEMS				<b>3,054.05</b>
APBWEST	Check	<a href="#">032026200</a>	MAR 2026 Phoenix Parking Contract	10000.50000.52200	3,054.05
<a href="#">VEN04597</a>	POLIMORPHIC INC				<b>6,000.00</b>
APBWEST	Check	<a href="#">1166</a>	3/1/26 - 2/28/27 AI SEARCH & CHATBOT SUB	60003.30000.52200	6,000.00
<a href="#">0336</a>	POST ALARM SYSTEMS				<b>400.17</b>
APBWEST	Check	<a href="#">1922896</a>	FY 25/26 HART HOUSE SERVICE CALL	60001.83200.52200	213.22
		<a href="#">1923454</a>	FY 25/26 LIBRARY SERVICE CALL	60001.83200.52200	186.95
<a href="#">1483</a>	PRO PRINTING INC				<b>271.34</b>
APBWEST	Check	<a href="#">59625</a>	PD BADGE LABEL	10000.50000.53304	271.34
<a href="#">0338</a>	PRUDENTIAL OVERALL SUPPLY				<b>420.06</b>
APBWEST	Check	<a href="#">52970233</a>	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	140.02
		<a href="#">52972134</a>	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	140.02
		<a href="#">52974010</a>	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	140.02
<a href="#">0360</a>	QUINN COMPANY				<b>1,614.67</b>
APBWEST	Check	<a href="#">W0810282911</a>	LOADER MAINTENANCE	60000.83100.53208	1,614.67
<a href="#">0267</a>	REGIONAL TAP SERVICE CENTER				<b>48.00</b>
APBWEST	Check	<a href="#">6027296</a>	APRIL 2026 REGIONAL TAP SERVICES CENTER-CA 37004.80000.52001		48.00
<a href="#">VEN03177</a>	RELIABLE BUILDING MAINTENANCE LLC				<b>3,250.00</b>
APBWEST	Check	<a href="#">1178</a>	MAY 2026 JANITORIAL SERVICES	60001.83200.52200	3,250.00
<a href="#">0691</a>	RIO HONDO COLLEGE				<b>25.00</b>
APBWEST	Check	<a href="#">S26-176-ZSRM</a>	ENROLLMENT FEE SPRING 2026 ZELAYA E.	10000.50000.52205	25.00
<a href="#">VEN04385</a>	SCOTT STOLARZ				<b>800.00</b>
APBWEST	Check	<a href="#">001017</a>	MWTR - PHOTOGRAPHY SERVICE 5/23/26	10000.79007.52999	800.00
<a href="#">1792</a>	TARGET SOLUTIONS LEARNING LLC				<b>2,402.07</b>
APBWEST	Check	<a href="#">INV138280</a>	4/1/26 - 3/31/27 SCHEDULING PLATFORM RENE	10000.61000.53409	2,402.07
<a href="#">VEN04629</a>	THE JULINE FAMILY TRUST				<b>2,700.00</b>
APBWEST	Check	<a href="#">INV044103</a>	REFUND: WASTE BOND	10000.00000.23306	2,700.00
<a href="#">1245</a>	THE WORKSHOP				<b>1,400.04</b>
APBWEST	Check	<a href="#">75526</a>	EVENT COMMITTEE FLYER	10000.79012.52999	353.60
		<a href="#">75816</a>	GANN LIMIT POSTCARDS/PRINT & MAIL	10000.30000.53000	1,046.44
<a href="#">VEN04209</a>	TSK ARCHITECTS				<b>350.00</b>
APBWEST	Check	<a href="#">108908</a>	APRIL 2026 ARCHITECT SERVICES - LIZZIES TRAIL	27001.83200.56010	291.29
				60001.83200.56010	58.71
<a href="#">0335</a>	WATERLINE TECHNOLOGIES				<b>2,215.34</b>
APBWEST	Check	<a href="#">5789249</a>	FY 25/26 CHLORINE GAS SUPPLIES	71000.81100.53209	1,557.67
		<a href="#">5789720</a>	CYLINDER RETURN 4/17/26	71000.81100.53209	-600.00
		<a href="#">5791079</a>	FY 25/26 CHLORINE GAS SUPPLIES	71000.81100.53209	1,557.67
		<a href="#">5791388</a>	CYLINDER RETURN 4/28/26	71000.81100.53209	-300.00
<a href="#">0426</a>	WESTERN WATER WORKS				<b>8,306.72</b>
APBWEST	Check	<a href="#">1283142-00</a>	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	1,426.90
		<a href="#">1283390-00</a>	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	3,883.95

Packet: APPKT08672 - GEN 5/26/26  
Vendor Set: 01 - Vendor Set 01

Check Date: 05/19/2026

4

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APBWEST	Check	<a href="#">1283690-00</a>	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	2,995.87
<a href="#">0425</a>	WILLDAN ASSOCIATES				<b>5,700.29</b>
APBWEST	Check	<a href="#">002-36696</a>	APRIL 2026 FIRE PLAN CHECK	10000.40000.52100	5,700.29
<a href="#">1053</a>	WITTMAN ENTERPRISES, LLC				<b>3,178.06</b>
APBWEST	Check	<a href="#">202602-C1853</a>	FEB 2026 EMS Billing Services	10000.64000.52200	3,178.06
				<b>Report Total:</b>	<b>131,704.90</b>



Packet: APPKT08641 - GEN MAN 5/26/26  
Vendor Set: 01 - Vendor Set 01

Check Date: 05/04/2026

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">VEN01193</a>	AMERICAN FIDELITY ASSURANCE CO.				<b>204.22</b>
APBWEST	Check	<a href="#">INV043926</a>	FLEXIBLE SPENDING - OVER PAYMENT	60007.00000.26001	204.22
<a href="#">VEN04621</a>	RENKEN CONSULTING GROUP				<b>2,250.00</b>
APBWEST	Check	<a href="#">INV043925</a>	APPR. FEE - 350 W. SIERRA MADRA BLVD 5768-0 10000.40000.52200		2,250.00
<b>Report Total:</b>					<b>2,454.22</b>



Packet: APPKT08650 - GEN MAN 5/26/26  
Vendor Set: 01 - Vendor Set 01

Check Date: 05/06/2026

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">0439</a>	LOS ANGELES COUNTY CLERK				<b>25.00</b>
APBWEST	Check	<a href="#">INV043971</a>	CATEGORICAL EXEMPTION: 444 N LIMA STREET	10000.40000.53999	25.00
<a href="#">1497</a>	MOUNTAIN VIEWS NEWS				<b>1,508.97</b>
APBWEST	Check	<a href="#">CM202304183</a>	PUBLICATION OF NOTICES APRIL 2026	10000.12000.52206	1,508.97
<b>Report Total:</b>					<b>1,533.97</b>



Packet: APPKT08652 - GEN MAN 5/26/26  
Vendor Set: 01 - Vendor Set 01

Check Date: 05/07/2026

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<a href="#">0680</a>	POSTMASTER				60.53
APBWEST	Check	<a href="#">INV043903.1</a>	GANN LIMIT BALLOT 2 POSTAGE - FEE DIFFEREN	(10000.30000.53000	60.53
<b>Report Total:</b>					<b>60.53</b>



Packet: APPKT08659 - GEN BOA MAN 5/26/26  
 Vendor Set: 01 - Vendor Set 01

Check Date: 05/13/2026

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">0823</a>	BANK OF AMERICA				<b>16,766.02</b>
APBWEST	Check	<a href="#">INV043997</a>	BB - STATE FIRE TRAINING PROCESSING FEE	10000.61000.52205	20.93
		<a href="#">INV043998</a>	BB - STATE FIRE TRAINING SERVICE FEE	10000.61000.52205	700.00
		<a href="#">INV043999</a>	BB - FD UNIFORM BOOTS	10000.61000.53303	177.82
		<a href="#">INV044000</a>	BB - GRAMMARLY TYPING ASSISTANCE	10000.61000.53409	30.00
		<a href="#">INV044001</a>	BB - ROPE DROP BAG (6)	10000.61000.53300	417.35
		<a href="#">INV044002</a>	BB - CAPIO EMERGENCY COMMUNICATION REGI	10000.61000.52205	399.00
		<a href="#">INV044003</a>	BB - STORAGE FOR FD MASTER PLAN	10000.61000.53409	11.99
		<a href="#">INV044004</a>	BB - CTRA COURSE REG. FEE	10000.61000.52205	750.00
		<a href="#">INV044005</a>	BB - PARAMEDIC ACCREDITATION JHONATAN SA	10000.64000.52205	155.00
		<a href="#">INV044006</a>	BB - PARAMEDIC ACCREDITATION PROCESSING F	10000.64000.52205	3.44
		<a href="#">INV044007</a>	MB - BREAKFAST W/MAYOR	60002.30000.53999	66.86
		<a href="#">INV044008</a>	MB - ONLINE ELECTRONIC FILES	10000.30000.53000	375.00
		<a href="#">INV044009</a>	RM - CLOSED SESSION COUNCIL DINNER 4/14/2	10000.11000.53999	118.70
		<a href="#">INV044010</a>	RM - OFFICE SUPPLIES	10000.11000.53999	124.54
		<a href="#">INV044011</a>	RM - SANTA ANITA MEET & GREET LUNCHEON X	60002.30000.53402	317.24
		<a href="#">INV044012</a>	RM - CITY LEADERS SUMMIT - SACRAMENTO - M	10000.11000.53402	650.00
		<a href="#">INV044013</a>	RM - CLOSED SESSION COUNCIL DINNER 3/24/2	10000.11000.53999	169.18
		<a href="#">INV044014</a>	RM - OFFICE SUPPLIES	10000.11000.53999	117.04
		<a href="#">INV044015</a>	OM - PUBLIC COMMENT TIMER 4/15/26-4/15/2	60003.30000.53503	210.00
		<a href="#">INV044016</a>	OM - LOCAL PRIORITY EMGY. SAT NET. 4/8/26	-5/60003.30000.52200	540.00
		<a href="#">INV044017</a>	OM - PLANNING APPT. SOFTWARE LICEN 4/7/26	-60003.30000.53503	78.00
		<a href="#">INV044018</a>	OM - MISAC CONFERENCE HOTEL - MILLAN O	60003.30000.53402	308.78
		<a href="#">INV044019</a>	OM - PDF FILE REDUCTION SERV: 4/2/26 - 5/1/2	60003.30000.53503	15.00
		<a href="#">INV044020</a>	OM - PREMIUM DNS LICENSE 4/2/26-4/1/27	60003.30000.53503	140.00
		<a href="#">INV044021</a>	OM - REMOTE SUPPORT SUBSCRIPTION	60003.30000.53503	298.00
		<a href="#">INV044022</a>	OM - EMERGENCY SATELLITE INTERNET 3/1/26-	360003.30000.52200	2,000.00
		<a href="#">INV044023</a>	OM - DNS RENEWAL	60003.30000.53503	4.99
		<a href="#">INV044024</a>	OM - WINDOWS 11 PRO LICENSE	60003.30000.53503	99.99
		<a href="#">INV044025</a>	OM - ZOOM AUDIO SERVICE 2/17/26-4/16/26	60003.30000.53503	71.50
		<a href="#">INV044026</a>	OM - SIP TRUNKS FOR SCADA AND CHAMBERS	60003.30000.55005	79.99
		<a href="#">INV044027</a>	OM - VPN SOFTWARE LICENSING	60003.30000.53503	1,680.00
		<a href="#">INV044028</a>	OM - ROAM EMERGENCY SAT.INTERNET 3/17/2	60003.30000.52200	215.00
		<a href="#">INV044029</a>	OM - WHOLS GUARD.	60003.30000.53503	21.99
		<a href="#">INV044030</a>	GB - DEPARTMENT MEETING/RECOGNITION	10000.50000.53402	38.00
		<a href="#">INV044031</a>	GB - DISPATCH WEEK/RECOGNITION	10000.50000.53402	21.72
		<a href="#">INV044032</a>	GB - DISPATCH WEEK RECOGNITION	10000.50000.53402	114.66
		<a href="#">INV044033</a>	GB - TRAINING: ACTIVE SHOOTER - VOLUNTEERS	10000.50000.53402	201.80
		<a href="#">INV044034</a>	GB - WISTERIA FESTIVA-/CAR SHOW	10000.50000.53402	279.80
		<a href="#">INV044035</a>	GB - WISTERIA - EXPLORER LUNCH	10000.50000.53402	106.70
		<a href="#">INV044036</a>	TT - MARCH 2026: SENIOR BINGO - BARS, CAKES	37006.72000.53999	50.03
		<a href="#">INV044037</a>	TT - MARCH 2026: SENIOR BINGO - SUPPLIES	37006.72000.53999	11.98
		<a href="#">INV044038</a>	TT - MARCH 2026: SENIOR BINGO - CARDS & PAF	37006.72000.53999	37.68
		<a href="#">INV044039</a>	TT - MARCH 2026: SENIOR BINGO - MEALS SUPPI	37006.72000.53999	181.95
		<a href="#">INV044040</a>	TT - MARCH 2026: SENIOR BINGO - LUNCH	37006.72000.53999	170.56
		<a href="#">INV044041</a>	TT - MARCH 2026: SENIOR BINGO - SNACKS	37006.72000.53999	155.59
		<a href="#">INV044042</a>	TT - MARCH 2026 SENIOR BD: SNACKS	37006.72000.53999	54.98
		<a href="#">INV044043</a>	TT - SENIOR: ST. PATRICKS DAY - TREATS	37006.72000.53999	30.53
		<a href="#">INV044044</a>	TT - SENIOR MOVIES: SNACKS	37006.72000.53999	157.79
		<a href="#">INV044045</a>	TT - SENIOR MOVIES: BEVERAGES	37006.72000.53999	45.90
		<a href="#">INV044046</a>	TT - SENIOR MOVIES: SNACKS	37006.72000.53999	47.99
		<a href="#">INV044047</a>	TT - APRIL 2026 SENIOR BINGO: CARD AND PART	37006.72000.53999	35.50
		<a href="#">INV044048</a>	TT - APRIL 2026 SENIOR BINGO: FLOWERS	37006.72000.53999	38.97
		<a href="#">INV044049</a>	TT - SENIOR BINGO: SNACKS	37006.72000.53999	93.00

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APBWEST	Check	<a href="#">INV044050</a>	TT - APRIL 2026 SENIOR BINGO: FOOD SUPPLIES	37006.72000.53999	190.64
		<a href="#">INV044051</a>	TT - SENIOR SPRING SOCIAL: CUPS	37006.72000.53999	8.78
		<a href="#">INV044054</a>	TT - SENIOR SPRING SOCIAL: DECOR	37006.72000.53999	432.09
		<a href="#">INV044055</a>	TT - SENIOR SPRING SOCIAL: DECOR	37006.72000.53999	85.36
		<a href="#">INV044057</a>	TT - MT. WILSON TRAIL RACE - RIBBONS	10000.79007.52999	96.98
		<a href="#">INV044058</a>	TT - SENIOR PROGRAM - COFFEE	37006.72000.53999	26.10
		<a href="#">INV044059</a>	TT - MT. WILSON TRAIL RACE - PHOTO BOOTH	10000.79007.52999	682.07
		<a href="#">INV044060</a>	TT - MT. WILSON TRAIL RACE - T-SHIRT CONTEST	10000.79007.52999	50.00
		<a href="#">INV044061</a>	TT - MT. WILSON TRAIL RACE - EVENT INSURANC	10000.79007.52999	363.93
		<a href="#">INV044070</a>	LA - AMAZON PURCHASE	60002.31100.53100	125.86
		<a href="#">INV044071</a>	LA - AMAZON PURCHASE	60002.31100.53100	38.61
		<a href="#">INV044072</a>	LA - AMAZON PURCHASE	60002.31100.53100	5.71
		<a href="#">INV044073</a>	CL - TRAINING COURSE SUPPLIES/BOOKS	10000.40000.53409	161.88
		<a href="#">INV044074</a>	CL - PERMITECH NATION - TRAINING COURSE	10000.40000.53402	250.00
		<a href="#">INV044075</a>	CL - WISTARIA FESTIVAL LUNCH	10000.40000.53999	53.04
		<a href="#">INV044076</a>	MH - CIRA BOARD MEETING: FLIGHT FEE - NOSR/	60007.70100.53402	111.00
		<a href="#">INV044077</a>	MH - CIRA BOARD MEETING: FLIGHT FEE - HERN/	60007.70100.53402	111.00
		<a href="#">INV044078</a>	MH - CIRA BOARD MEETING: FLIGHT FEE - NOSR/	60007.70100.53402	316.80
		<a href="#">INV044079</a>	MH - CIRA BOARD MEETING: FLIGHT FEE - HERN/	60007.70100.53402	309.81
		<a href="#">INV044080</a>	MH - PANEL INTERVIEW: PD - SNACKS	60007.70100.53999	45.10
		<a href="#">INV044082</a>	MH - PANEL INTERVIEW: PD - SNACKS	60007.70100.53999	10.74
		<a href="#">INV044083</a>	SM - VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	39.61
		<a href="#">INV044084</a>	SM - AWWA - ANNUAL DUES	71000.81100.53409	539.00
		<a href="#">INV044085</a>	SM - VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	189.45
		<a href="#">INV044086</a>	SM - VEHICLE MAINTENANCE SUPPLIES	60000.83100.53208	280.00
<b>Report Total:</b>					<b>16,766.02</b>



Packet: APPKT08665 - GEN MAN 5/26/26  
Vendor Set: 01 - Vendor Set 01

Check Date: 05/14/2026

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">VEN04631</a>	DIVISION-D				<b>4,000.00</b>
APBWEST	Check	<a href="#">248202</a>	Digital Media Vendor / June 2 Election	10000.30000.53000	4,000.00
<b>Report Total:</b>					<b>4,000.00</b>



Packet: APPKT08674 - UB 5/26/26  
Vendor Set: 01 - Vendor Set 01

Check Date: 05/19/2026

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">VEN03195</a>	GREATAMERICA FINANCIAL SERVICES				<b>2,518.00</b>
APBWEST	Check	<a href="#">41938381</a>	003-1443256-000 1/21/26 - 3/20/26	60003.30000.53210	2,518.00
<b>Report Total:</b>					<b>2,518.00</b>



Packet: APPKT08661 - UB MAN 5/26/26  
Vendor Set: 01 - Vendor Set 01

Check Date: 05/14/2026

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>0129</u>	AT&T				<b>6,379.15</b>
APBWEST	Check	<a href="#">INV044094</a>	818 246-3783 591 4 4/23/26-5/22/26 PHONE	60003.30000.55005	3,479.77
		<a href="#">INV044095</a>	818 291-0241 661 1 5/4/26-6/3/26 PHONE	60003.30000.55005	2,899.38
<u>VEN04074</u>	CHARTER COMMUNICATIONS				<b>3,394.42</b>
APBWEST	Check	<a href="#">106917301050126</a>	106917301 5/1/26 - 5/31/26	60003.30000.52200	1,280.00
		<a href="#">187633301042126</a>	187633301 4/27/26 - 5/26/26	60003.30000.52200	913.33
		<a href="#">188596301042126</a>	188596301 4/25/26 - 5/24/26	60003.30000.52200	199.98
		<a href="#">188596401042126</a>	188596401 4/25/26 - 5/24/26 YMCA ELEVATOR	60003.30000.52200	50.50
		<a href="#">188596901050126</a>	188596901 5/1/26 - 5/31/26	60003.30000.52200	212.47
		<a href="#">188597101050126</a>	188597101 5/6/26 - 6/5/26	60003.30000.52200	200.00
		<a href="#">188597401042126</a>	188597401 4/27/26 - 5/26/26	60003.30000.52200	328.16
		<a href="#">188597601042126</a>	188597601 4/25/26 - 5/24/26	60003.30000.52200	209.98
<u>VEN02792</u>	FRONTIER CALIFORNIA INC				<b>8,738.28</b>
APBWEST	Check	<a href="#">INV044063</a>	209-188-3757-030707-5 5/4/26-6/3/26 PHONE	60003.30000.55005	3,945.44
		<a href="#">INV044064</a>	626-197-1492-030922-5 5/1/26 - 5/31/26 PHON	60003.30000.55005	829.43
		<a href="#">INV044065</a>	626-355-0264-012498-5 5/4/26-6/3/26 PHONE	60003.30000.55005	691.05
		<a href="#">INV044066</a>	626-355-1414-092017-5 5/1/26-5/31/26 PHONE	60003.30000.55005	1,732.10
		<a href="#">INV044067</a>	310-001-5763-051199-5 4/28/26-5/27/26 PHON	60003.30000.55005	264.44
		<a href="#">INV044068</a>	209-151-5743-051199-5 4/28/26-5/27/26 PHON	60003.30000.55005	228.44
		<a href="#">INV044069</a>	626-197-0261-032521-5 5/1/26-5/31/26 PHONE	60003.30000.55005	1,047.38
<u>VEN03195</u>	GREATAMERICA FINANCIAL SERVICES				<b>352.01</b>
APBWEST	Check	<a href="#">41814238</a>	003-1310860-000 STANDARD PMT	60003.30000.53210	352.01
<u>VEN03173</u>	QUADIENT FINANCE USA INC				<b>1,049.00</b>
APBWEST	Check	<a href="#">INV044062</a>	POSTAGE	60002.31100.53101	1,049.00
<u>VEN02829</u>	RINGCENTRAL INC				<b>10,220.20</b>
APBWEST	Check	<a href="#">CD_000628612</a>	7/23/23 - 8/22/23 VOIP PHONE SERVICE	60003.30000.55005	4,752.54
		<a href="#">CD_001361251</a>	2/23/26 - 3/22/26 VOIP PHONE SERVICE	60003.30000.55005	2,733.83
		<a href="#">CD_001388801</a>	3/23/26 - 4/22/26 VOIP PHONE SERVICE	60003.30000.55005	2,733.83
<u>0384</u>	SOUTHERN CALIF. EDISON CO.				<b>75,493.23</b>
APBWEST	Check	<a href="#">INV044087</a>	700835579161 4/9/26-5/7/26 ELECTRIC	71000.81100.55003	43,811.10
		<a href="#">INV044088</a>	700162056328 4/1/26-4/30/26 ELECTRIC	32005.83500.55003	214.77
				32012.83000.55003	2,384.03
				38005.83500.55003	4,962.20
				60001.83200.55003	273.62
		<a href="#">INV044089</a>	700102141347 3/10/26-4/8/26 ELECTRIC	32012.83000.55003	205.67
				60001.83200.55003	10,452.17
				71000.81100.55003	10,905.51
		<a href="#">INV044089.1</a>	700102141347 3/10/26-4/8/26 ELECTRIC CREDI'	38005.83500.55003	-21.05
		<a href="#">INV044091</a>	700738880568 3/5/26-4/5/26 ELECTRIC	60001.83200.55003	2,243.37
		<a href="#">INV044093</a>	700178900477 4/9/26-5/7/26 ELECTRIC	60001.83200.55003	61.84
<u>0216</u>	THE GAS COMPANY				<b>912.95</b>
APBWEST	Check	<a href="#">INV043972</a>	118-261-4788 3 4/1/26 - 5/1/26	60000.83100.55001	189.89
		<a href="#">INV043973</a>	168 618 7700 4/7/26 - 5/6/26	60001.83200.55004	305.11
		<a href="#">INV043975</a>	166 518 7700 9 4/7/26 - 5/6/26	60001.83200.55004	73.20
		<a href="#">INV043976</a>	053 118 7109 8 4/7/26 - 5/6/26	60001.83200.55004	44.02
		<a href="#">INV043977</a>	055 218 7110 2 4/7/26 - 5/6/26	60001.83200.55004	41.84
		<a href="#">INV043978</a>	051 018 7151 4 4/7/26 - 5/6/26	60001.83200.55004	30.97
		<a href="#">INV043979</a>	135 119 3500 2 4/8/26 - 5/7/26	60001.83200.55004	227.92
<u>VEN03926</u>	T-MOBILE				<b>485.82</b>
APBWEST	Check	<a href="#">INV043980</a>	972239789 3/21/26 - 4/20/26	60003.30000.55005	485.82
<u>0942</u>	TPX COMMUNICATION				<b>336.19</b>
APBWEST	Check	<a href="#">190368521-0</a>	4/23/26 - 5/22/26 PHONE SERVICE	60003.30000.55005	336.19
<u>0642</u>	VERIZON WIRELESS LA				<b>3,348.53</b>
APBWEST	Check	<a href="#">6142058403</a>	960051887-00001 4/26/26 - 5/25/26	60003.30000.55005	3,348.53

Packet: APPKT08661 - UB MAN 5/26/26  
Vendor Set: 01 - Vendor Set 01

Check Date: 05/14/2026

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Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">VEN04342</a>	WESTBOUND SOLAR 3 LLC				7,217.28
APBWEST	Check	<a href="#">26260689</a>	MARCH 2026 SOLAR ENERGY	71000.81100.55003	7,217.28
<b>Report Total:</b>					<b>117,927.06</b>



Packet: APPKT08673 - LIB 5/26/26  
 Vendor Set: 01 - Vendor Set 01

Check Date: 05/19/2026

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<a href="#">VEN01797</a>	4IMPRINT				<b>1,153.24</b>
APBWEST	Check	<a href="#">31290441</a>	SUMMER READING PRIZES - 2026	39006.90000.53999	1,153.24
<a href="#">VEN04633</a>	ADRIAN MERRITT				<b>395.00</b>
APBWEST	Check	<a href="#">SM 6-20-26</a>	SUMMER PROGRAM - BILLY BONKERS MAGIC SH	39006.90000.53999	395.00
<a href="#">VEN03454</a>	AMAZON CAPITAL SERVICES				<b>583.69</b>
APBWEST	Check	<a href="#">11JF-V3FT-TQPV</a>	MISC SUPPLIES 4/13/26 - 4/26/26	10000.90000.53100	39.64
		<a href="#">16G3-TXJL-4RQQ</a>	MISC SUPPLIES 4/27/26 - 5/10/26	10000.90000.53100	44.17
		<a href="#">16RR-CHTJ-NHQH</a>	MISC SUPPLIES CREDIT	39002.90000.53406	-28.94
		<a href="#">1GVD-N6V4-XLQL</a>	MISC SUPPLIES 4/27/26 - 5/10/26	39006.90000.53406	41.87
		<a href="#">1HMR-VQ6R-QDP4</a>	MISC SUPPLIES 4/13/26 - 4/26/26	39002.90000.53406	48.57
		<a href="#">1HYP-4HJ1-L79R</a>	GRAND REOPENING 4/27/26 - 5/10/26	10000.90000.53999	289.00
		<a href="#">1V99-FJ3L-OQDG</a>	MISC SUPPLIES 4/13/26 - 4/26/26	39006.90000.53406	102.30
		<a href="#">1VGL-9L4G-M7W9</a>	MISC SUPPLIES 4/13/26 - 4/26/26	39002.90000.53406	28.94
		<a href="#">1YGG-PQ96-T7MD</a>	MISC SUPPLIES 4/13/26 - 4/26/26	10000.90000.53406	18.14
<a href="#">VEN02711</a>	AMERICAS PRINTER				<b>560.54</b>
APBWEST	Check	<a href="#">1273393</a>	GRAND OPENING FLYERS LIB SALES SHEETS 8.5"	10000.90000.53999	560.54
<a href="#">VEN01190</a>	ARNOLD'S FRONTIER HARDWARE - Library				<b>49.19</b>
APBWEST	Check	<a href="#">119125</a>	MISC. SUPPLIES	10000.90000.53100	49.19
<a href="#">VEN01013</a>	C. F. MENZIES				<b>250.00</b>
APBWEST	Check	<a href="#">1887</a>	GRAND REOPENING EVENT	10000.90000.53999	250.00
<a href="#">VEN04065</a>	EXECUTIVE ADVERTISING				<b>1,370.68</b>
APBWEST	Check	<a href="#">157163</a>	SUMMER READING PRIZES - 2026	39006.90000.53999	1,370.68
<a href="#">VEN04560</a>	INGRAM LIBRARY SERVICE LLC				<b>56.45</b>
APBWEST	Check	<a href="#">96018936</a>	BOOKS & REFERENCE	10000.90000.53406	27.56
		<a href="#">96112481</a>	BOOKS & REFERENCE	10000.90000.53406	28.89
<a href="#">VEN04221</a>	LOVEBUG & ME LLC				<b>415.00</b>
APBWEST	Check	<a href="#">2026-004</a>	SUMMER PROGRAM - 45 MIN PERFORMANCE	39006.90000.53999	415.00
<a href="#">1634</a>	MIDWEST TAPE				<b>53.03</b>
APBWEST	Check	<a href="#">508732482</a>	MISC. MEDIA	39006.90000.53406	53.03
<a href="#">VEN02975</a>	NOTEWORTHY PUPPETS INC				<b>425.00</b>
APBWEST	Check	<a href="#">0000887</a>	SUMMER PROGRAM SHERLOCK HOMERUN PUPF	39006.90000.53999	425.00
<a href="#">VEN04627</a>	PHOTOBOOTHSHOOT LLC				<b>500.00</b>
APBWEST	Check	<a href="#">60626</a>	GRAND REOPENING EVENT PHOTOBOOTH SERVI	10000.90000.53999	500.00
<a href="#">VEN04601</a>	SALLY WESTENBROEK WEISS				<b>250.00</b>
APBWEST	Check	<a href="#">INV044098</a>	SUMMER PROGRAM PAINT YOUR PET WORKSHC	39006.90000.53999	250.00
<a href="#">VEN04565</a>	SAN GABRIEL VALLEY CHINESE CULTURAL ASSOCIATION				<b>600.00</b>
APBWEST	Check	<a href="#">252602.1</a>	GRAN RE-OPENING PROGRAM - SM LIB	10000.90000.53999	600.00
<a href="#">VEN04349</a>	THE VERTEX COMPANIES LLC				<b>122,696.75</b>
APBWEST	Check	<a href="#">OPM 095074-19</a>	OCT 2025 PROJ. MAGMT. - LIBRARY IMPROVEME	29007.90000.56010	52,865.50
		<a href="#">OPM 095074-20</a>	NOV 2025 PROJ. MAGMT. - LIBRARY IMPROVEM	29007.90000.56010	17,406.00
		<a href="#">OPM 095074-21</a>	DEC 2025 PROJ. MAGMT. - LIBRARY IMPROVEME	29007.90000.56010	15,784.75
		<a href="#">OPM 095074-22</a>	JAN 2026 PROJ. MAGMT. - LIBRARY IMPROVEME	29007.90000.56010	15,736.50
		<a href="#">OPM 095074-23</a>	FEB 2026 PROJ. MAGMT. - LIBRARY IMPROVEME	29007.90000.56010	11,882.25
		<a href="#">OPM 095074-24</a>	MAR 2026 PROJ. MAGMT. - LIBRARY IMPROVEM	29007.90000.56010	9,021.75
<a href="#">VEN04212</a>	THOR'S REPTILE FAMILY				<b>525.00</b>
APBWEST	Check	<a href="#">26036</a>	GRAND REOPENING PROGRAM 6/6/26	39002.90000.53999	525.00
<a href="#">VEN04225</a>	WT COX INFORMATION SERVICES				<b>57.46</b>
APBWEST	Check	<a href="#">3164810</a>	2/20/26 - 2/19/27 L.A. TIMES ANNUAL FEE	10000.90000.53501	57.46

**Report Total: 129,941.03**



Packet: APPKT08658 - LIB BOA MAN 5/26/26  
Vendor Set: 01 - Vendor Set 01

Check Date: 05/13/2026

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">0823</a>	BANK OF AMERICA				<b>2,343.54</b>
APBWEST	Check	<a href="#">INV043986</a>	LR - GRRAND OPENING TENT RENTAL	10000.90000.53999	1,733.08
		<a href="#">INV043987</a>	LR - EMPLOYEE APPRECIATION	10000.90000.53999	47.84
		<a href="#">INV043988</a>	LR - WATER DELIVERY SERVICE	10000.90000.52200	112.77
		<a href="#">INV043990</a>	LR - SIERRA MADRE PIZZA COMPANY	10000.90000.53999	46.07
		<a href="#">INV043991</a>	LR - LIBRARY SUPPLIES	10000.90000.53100	180.79
		<a href="#">INV043992</a>	LR - SUMMER SCIENCE SUPPLIES	39002.90000.53999	82.61
		<a href="#">INV043993</a>	LR - IREAD - PLANT A SEED RESOURCE GUIDE	39006.90000.53999	15.00
		<a href="#">INV043994</a>	LR - OFFICE SUPPLIES	10000.90000.53100	42.51
		<a href="#">INV043995</a>	LR - ICLLOUD STORAGE FOR IPADS	10000.90000.52200	0.99
		<a href="#">INV043996</a>	LR - TRAINING/CONFERENCE	10000.90000.53402	81.88
<b>Report Total:</b>					<b>2,343.54</b>

# Payroll Summary Register

City of Sierra Madre, CA  
5/5/2026 3:36:44 PM

## Payroll Summary

Packet PYPKT03252 - PR #09 05.07.2026  
Payroll Set 01 - Sierra Madre  
Department All - All Department Codes

Pay Period: 4/19/2026 - 5/2/2026

**Employees Paid 113**

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Total Earnings	<u>411,292.21</u>	Total Benefit Allowance	<u>187.24</u>	Input Type	Count
Total Deductions	<u>79,271.19</u>	Total Employer Expenses	<u>148,293.38</u>	Regular	113
Total Taxes	<u>57,307.13</u>				
	<hr/>	Total Direct Deposits	<u>274,713.89</u>		
Net Pay	274,713.89	Total Check Amount	0.00		



# CITY OF SIERRA MADRE

## STAFF REPORT

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### PUBLIC WORKS SERVICES

**DATE:** May 26, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Brian Dickinson, Director of Public Works  
By: Aleks Giragosian, City Attorney

**SUBJECT:** **Resolution No. 26-38 Authorizing a Supplemental Budget Appropriation from the Water Fund Reserve in the amount of \$400,000 and Approval of the Water Main Replacement Agreement with Toll West Coast, LLC**

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#### **RECOMMENDATION**

It is recommended that the City Council:

1. Adopt Resolution No. 26-38 authorizing a supplemental budget appropriation from the Water Fund Reserve in the amount of \$400,000; and
2. Approve the Water Main Replacement Agreement ("Agreement") with Toll West Coast, LLC ("Developer").

#### **SUMMARY**

The City previously approved a public improvement agreement with the Developer to make certain offsite improvements to the portion of Carter Avenue adjacent to The Meadows at Bailey Canyon Project. The City now desires to enter into this Agreement to facilitate a water main replacement within the same development footprint.

#### **DISCUSSION & ANALYSIS**

On September 27, 2022, the Sierra Madre City Council adopted Ordinance No. 1461, approving The Meadows at Bailey Canyon Specific Plan ("Specific Plan") and a Development Agreement between the City and the Developer, which took effect on May 23, 2023. Section 3.4.3 of the Specific Plan and Section (4)(i)(i) of the Development Agreement require the Developer to make offsite improvements to Carter Avenue. The City and the Developer entered into a "Public Improvement Agreement" effective January 9, 2026, to facilitate the offsite improvements to Carter Avenue. The City also desires to replace an existing water main located beneath Carter Avenue ("Water Main Replacement").

The Water Main Replacement is not a condition of the Specific Plan nor a required improvement to service The Meadows at Bailey Canyon. In order to minimize disruption, reduce overall construction impacts, and coordinate public improvements, the City desires that the Water Main Replacement be constructed by the Developer concurrently with the offsite improvements to Carter Avenue. The Water Main Replacement will not be subject to public bidding requirements, but will be subject to prevailing wage under Labor Code Section 1720(c)(2) as a public work performed by a private developer as part of a development project.

Included as Attachment A is a copy of the proposed Agreement with the Developer. This Agreement is contingent on two requirements:

1. The City provide the Developer with plans prior to June 15, 2026, per Section II(b) of the Agreement; and
2. The City approve the estimated cost of the construction prior to commencement, per Section IV(b) of the Agreement.

The City has utilized its on-call engineering services and issued a Task Order for the design of the Water Main and is on schedule to submit the plans to the Developer by the June 15 deadline.

### **STRATEGIC PLAN RELATIONSHIP**

This Agreement is consistent with Strategy IG 1.5 (Improve and Maintain Streets) and Strategy OS 2.1 (Create a 'Sustainable Capital Investment Plan') because it helps the City in achieving its infrastructural goals quicker and more affordably.

### **ENVIRONMENTAL ANALYSIS**

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

### **FISCAL IMPACT**

The Carter Water Main Replacement project requires \$400,000 supplemental FY 2025-26 appropriation from the Water Fund 71000. There is sufficient funding from the Water Fund balance for this project. Unused budget would be estimated and carried over to the FY 2026-27 Capital Improvement Plan. Further, if the City directly contract out the services, prevailing wages would need to be paid; however, an agreement with Toll West Coast would incur a lower costs from Toll West Coast's contractor. The City anticipates some cost savings because of that but the actual amount is unquantifiable at this point.

Approved by:



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Michael Bruckner  
City Manager

### **Attachments**

[Resolution 26-38 Toll Water Main Replacement Agreement.pdf](#)  
[2026-05-26 Water Main Replacement Agreement.pdf](#)

## RESOLUTION NO. 26-38

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FROM THE WATER FUND RESERVE IN THE AMOUNT OF \$400,000 AND APPROVING A WATER MAIN REPLACEMENT AGREEMENT WITH TOLL WEST COAST, LLC

#### RECITALS

**WHEREAS**, on September 27, 2022, the City Council adopted Ordinance No. 1461, approving The Meadows at Bailey Canyon Specific Plan and a Development Agreement between the City of Sierra Madre and Toll West Coast, LLC; and

**WHEREAS**, the Development Agreement took effect on May 23, 2023; and

**WHEREAS**, Section 3.4.3 of The Meadows at Bailey Canyon Specific Plan and Section 4(i)(i) of the Development Agreement require Toll West Coast, LLC to construct certain offsite improvements to Carter Avenue; and

**WHEREAS**, the City and Toll West Coast, LLC entered into a Public Improvement Agreement effective January 9, 2026, to facilitate the construction of the offsite improvements to Carter Avenue; and

**WHEREAS**, the City desires to replace an existing water main located beneath Carter Avenue; and

**WHEREAS**, the water main replacement is not a condition of The Meadows at Bailey Canyon Specific Plan and is not a required improvement to serve The Meadows at Bailey Canyon development; and

**WHEREAS**, the City has determined that coordinating the water main replacement with the Developer's offsite improvements to Carter Avenue will minimize disruption, reduce construction impacts, and allow the improvements to be completed more efficiently; and

**WHEREAS**, the proposed Water Main Replacement Agreement with Toll West Coast, LLC provides for the Developer to construct the water main replacement concurrently with the Carter Avenue offsite improvements, subject to the terms and conditions of the Agreement; and

**WHEREAS**, the Agreement requires the City to provide plans for the water main replacement to Toll West Coast, LLC prior to May 15, 2026; and

**WHEREAS**, the Agreement further requires the City to approve the estimated cost of construction prior to commencement of the water main replacement work; and

**WHEREAS**, the City has utilized its on-call engineering services and issued a task order for the design of the water main replacement and is proceeding with preparation of the required plans; and

**WHEREAS**, the water main replacement will be performed as a public work by a private developer as part of a development project and will be subject to applicable prevailing wage requirements, including Labor Code section 1720(c)(2); and

**WHEREAS**, the City Council desires to authorize a supplemental budget appropriation from the Water Fund Reserve in the amount of \$400,000 to fund the City's costs associated with the water main replacement; and

**WHEREAS**, the City Council desires to approve the Water Main Replacement Agreement with Toll West Coast, LLC in substantially the form presented to the City Council.

**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. Supplemental Budget Appropriation.** The City Council hereby approves a supplemental budget appropriation from the Water Fund Reserve in the amount of \$400,000 for costs associated with the Carter Avenue water main replacement.

**SECTION 3. Approval of Agreement.** The City Council hereby approves the Water Main Replacement Agreement with Toll West Coast, LLC in substantially the form presented to the City Council, subject to any minor, non-substantive revisions approved by the City Attorney.

**SECTION 4. Authority to Execute.** The City Manager, or the City Manager's designee, is hereby authorized to execute the Water Main Replacement Agreement with Toll West Coast, LLC and to take all actions necessary to implement the Agreement, including execution of related documents, approvals, and administrative actions consistent with this Resolution.

**SECTION 5. Agreement Contingencies.** The approval granted by this Resolution is subject to the contingencies set forth in the Agreement, including the City's provision of plans to Toll West Coast, LLC prior to May 15, 2026, and the City's approval of the estimated cost of construction prior to commencement of the water main replacement work.

**SECTION 6. Prevailing Wage.** The water main replacement work shall be subject to applicable prevailing wage requirements, including Labor Code section 1720(c)(2), as a public work performed by a private developer as part of a development project.

**SECTION 7. CEQA.** The adoption of this Resolution is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that there is no possibility that the activity may have a significant effect on the environment.

**SECTION 8. Severability.** If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Resolution.

**SECTION 9. 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 10. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED** this 26<sup>th</sup> day of May 2026.

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Kristine Lowe, 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 26<sup>th</sup> day of May 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Laura Aguilar, City Clerk

Approved as to form:

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Aleks Giragosian, City Attorney

## WATER MAIN REPLACEMENT AGREEMENT

This Water Main Replacement Reimbursement Agreement (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”), and Toll West Coast, LLC, a Delaware limited liability company (“Developer”). The City and the Developer may be individually referred to each as a “Party” and collectively as the “Parties” herein.

### RECITALS

A. On September 27, 2022, the Sierra Madre City Council adopted Ordinance No. 1461, approving The Meadows at Bailey Canyon Specific Plan (“Specific Plan”) and a Development Agreement between the City and the Developer, which took effect on May 23, 2023.

B. Section 3.4.3 of the Specific Plan and Section (4)(i)(i) of the Development Agreement require the Developer to make offsite improvements to Carter Avenue.

C. City and Developer entered into a “Public Improvement Agreement” effective January 9, 2026 to facilitate the offsite improvements to Carter Avenue.

D. The City also desires to replace an existing water main located beneath Carter Avenue (the “Water Main Replacement”).

E. The Water Main Replacement is not a condition of the Specific Plan nor a required improvement to service the proposed project currently under construction at 700 N. Sunnyside Ave.

F. In order to minimize disruption, reduce overall construction impacts, and coordinate public improvements, City desires that the Water Main Replacement be constructed by Developer concurrently with the offsite improvements to Carter Avenue.

G. The Parties desire that Developer be reimbursed for eligible costs associated with the Water Main Replacement as described in this Agreement.

### AGREEMENT

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

#### I. SCOPE OF WORK

- a. Water Main Replacement Work. Developer shall furnish all labor, materials, equipment, and services necessary to construct and complete the Water Main Replacement, in accordance with plans, specifications, and directions provided and approved by City.

- b. City Engineering and Design. City shall be responsible, at its sole cost and expense, for preparing or procuring all engineering, design, plans, and specifications required for the Water Main Replacement (the "City Plans"). Developer shall construct the Water Main Replacement in substantial conformance with the City Plans, subject to reasonable field adjustments approved by City. All field adjustments shall be reviewed promptly by the City and approval shall not be unreasonably withheld, conditioned, or delayed.
- c. Public Notification. The City shall be responsible for any required public notification associated with the Water Main Replacement.
- d. Trench Excavation. To the extent that the work requires trenches in excess of 5', prior to any excavation, at the City's sole cost and expense, City will provide a registered civil or structural engineer to 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.
- e. Inspection by City. Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the Water Main Replacement.. In the event an inspection by the City results in additional field adjustments to the approved City Plans, any such changes shall be deemed reimbursable expenses pursuant to Section IV of this Agreement.
- f. Professional Standards. Developer shall perform all work in accordance with the applicable standards of care associated with Developer's profession. Developer 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.).
- g. Appropriate Personnel. Developer has, or will secure at its own expense, all personnel required to perform the services identified in the City Plans. All such services shall be performed by Developer or under its supervision or by subcontractor(s) of Developer, and all personnel engaged in the work shall be qualified to perform such services. Brandon Haskell, Land Development Manager, shall be Developer's project administrator and shall have direct responsibility for management of Developer's performance under this Agreement. No change shall be made in Developer's project administrator without City's prior written consent. Such consent shall not be unreasonably withheld, conditioned, or delayed.

- h. CEQA Exempt. The Water Main Replacement is statutorily exempt from the California Environmental Quality Act pursuant to California Public Resources Code Section 21080.21. City shall provide evidence to developer that it has complied with CEQA prior to commencement of the Water Main Replacement.

## II. CONSTRUCTION SCHEDULE AND COORDINATION

- a. Concurrent Construction. Provided that City Plans have been timely provided to developer as stated in Section II(b), Developer shall commence and complete the Work for the Water Main Replacement concurrently with the offsite improvements to Carter Avenue pursuant to the Public Improvement Agreement.
- b. Time for Commencement and Performance of Construction. Provided that approved City Plans have been provided to the Developer prior to June 15, 2026, Construction of Water Main Replacement shall commence before the issuance of the first building permit and shall be completed prior to the issuance of the 11th building permit for The Meadows at Bailey Canyon project. In no case shall Developer have an obligation to commence and complete the Water Main Replacement as provided by this section if City Plans are delayed in such a manner as to materially impair Developer's project schedule.
- c. Coordination with City. In performing services under this Agreement, Developer shall coordinate all contact with City through its "Agreement Administrator". The Agreement Administrator for this project is Public Works Director Brian Dickinson.

## III. PREVAILING WAGE AND LABOR COMPLIANCE

- a. Prevailing Wage. This Agreement is subject to the prevailing wage law, specifically Labor Code section 1720, subdivision (c)(2), which states, "If the state or a political subdivision requires a private developer to perform construction, alteration, demolition, installation, or repair work on a public work of improvement as a condition of regulatory approval of an otherwise private development project, and the state or political subdivision contributes no more money, or the equivalent of money, to the overall project than is required to perform this public improvement work, and the state or political subdivision maintains no proprietary interest in the overall project, then only the public improvement work shall thereby become subject to this chapter."
- b. Payment of Prevailing Wages. Developer 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 Developer shall pay the wage rate of the craft or classification most closely related to the omitted classification.
- c. Forfeiture. Developer 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 City Plans by Developer or by any subcontractor of Developer 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 Developer.

- d. Apprentices. Developer shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Developer shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.
- e. Payroll Records. Pursuant to Labor Code 1776, Developer 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 Developer 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.

Developer and all subcontractors shall keep and maintain certified payroll records during construction and for 7-years past completing the work. If the City requests copies of the payroll records, Developer and subcontractors shall provide copies to the City within 10-days of receiving the request. City will redact the names, addresses, and social security numbers before making copies available to the public. Any failure to comply within 10-days of the request will be reported to the California Division of Labor Standards.

- f. 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. Developer and any subcontractor(s) of Developer 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 Developer'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. Developer 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 Developer or by any subcontractor(s) of Developer, 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. Developer acknowledges that these statutory provisions pertaining to penalties for failure to comply with the wage and hour laws will be strictly enforced.

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

#### IV. REIMBURSEMENT BY CITY

- a. Eligible Costs. City shall reimburse Developer for the actual costs incurred by Developer in performing the Water Main Replacement, including, but not limited to the following:
  - 1. The direct construction costs incurred by Developer for labor, materials, staking, survey, equipment, and approved subcontractor costs.
  - 2. An allowance equal to 5% of the direct construction contract costs, including any change orders issued and approved in accordance with this Agreement, to cover Developer's construction management and administrative expenses above the level of construction superintendent.
  - 3. An allowance equal to 2% of the direct construction contract costs for the allocable portion of insurance premiums paid by Developer for general liability insurance coverage.
- b. Contractors Estimate. Upon the timely receipt of the City Plans, Developer shall cause to be prepared a contractor's estimate of construction cost for the Water Main Replacement and any related necessary improvements. The estimate shall be transmitted to the Agreement Administrator for review and approval. In the event Agreement Administrator disagrees with the Contractor's Estimate, the City shall have the option to prepare an independent cost estimate (the "Alternate Estimate"). Developer shall have the right to review any Alternate Estimate and request a meeting to discuss any items contained therein.
- c. Change Orders. If Developer desires that any change order be included in the Eligible Costs subject to reimbursement, the Developer shall, prior to undertaking any such work, obtain the written approval of the Agreement Administrator. The approval of the Agreement Administrator shall not be unreasonably withheld or delayed and shall be documented in writing.
- d. Budgetary Notification. Developer shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Engineers Estimate or Alternate Estimate. Developer shall concurrently inform the Agreement Administrator, in writing, of Developer's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Engineers Estimate or Alternate Estimate.

- e. Payment Procedure. Developer shall submit reimbursement requests to City in the form and with the documentation reasonably required by the City, including invoices, proof of payment, and other such information as City may require to verify reimbursable costs. Costs incurred may be submitted for reimbursement at any time during construction of the Water Main Replacement. Upon verification of eligible costs, the City shall remit payment to the Developer within 30 business days.
- f. Condition Precedent. City's obligation to reimburse Developer is expressly conditioned upon:
  1. Developer's completion of the Work in accordance with this Agreement;
  2. Developer's compliance with prevailing wage and other applicable legal requirements; and
  3. Developer's delivery of a Notice of Completion pursuant to Section 5 below.
- g. Disputes. Without limiting the availability of any remedies available at law or equity, the Parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Developer.

## V. NOTICE OF COMPLETION

- a. Notice. Upon completion of the Water Main Replacement, Developer shall provide City with a written notice of completion ("Notice of Completion") in a form reasonably acceptable to City, certifying that the Water Main Replacement has been completed in accordance with the City Plans and this Agreement.
- b. Inspection and Acceptance. City shall have the right to inspect the Water Main Replacement following receipt of the Notice of Completion. Any such final inspection by the City shall occur within 14 days of receipt of the Notice of Completion. City's reimbursement obligation shall not be deemed acceptance of defective or nonconforming work.

## VI. INDEMNITY AND INSURANCE

- a. Indemnification. The indemnity provisions of Sections 11 of the Public Improvement Agreement shall govern this Agreement.
- b. Insurance. Developer shall maintain insurance coverage in the types and amounts required under Section 12 of the Public Improvement Agreement.

## VII. DEFAULT AND REMEDIES

- a. Repair or Reconstruction of Defective Work. If, within a period of one (1) year after final acceptance by the City of the Water Main Replacement or any of the

work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Developer shall without delay and without any cost to City, repair, replace or reconstruct any defective part or parts of the accepted Water main Replacement. For purposes of this Section 7(a), “defective” shall mean work performed in conflict with the approved City Plans or a failure to adhere to applicable customary professional standards of care. If the Developer fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Developer can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs within sixty (60) days of the date the billing for such work by City is received by the Developer. Notwithstanding this obligation to replace or reconstruct defective or substandard work, as defined, Developer provides no warranty, express or implied, related to the Water Main Replacement.

b. Notice of Breach and Default.

1. Nonperformance. Any failure by a Party hereto to perform any material term or material provision of this Agreement, which failure continues uncured for a period of 60 days following written notice of such failure from the other Party (unless such period is extended by mutual written consent), shall constitute a default under this Agreement (“Default”).
2. Default Notice. A Party must provide written notice of Default (“Default Notice”), which shall specify the nature of the alleged failure and, where appropriate, how said failure may be satisfactorily cured. If the nature of the alleged failure is such that it cannot be cured within such 60-day period, then the substantial commencement of the cure within such time period, and the diligent prosecution to completion of the cure within one year thereafter, shall be deemed to be cured within such 60-day period.
3. Remedies. If the alleged failure remains uncured after the expiration of the 60-day period (subject to the extended cure period in clause (b) above), the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement (and, in such proceeding, the non-defaulting Party may seek to terminate this Agreement subject to equitable considerations). If the Default is cured, as provided herein, then no Default shall exist, and the noticing Party shall take no further action.

VIII. ASSIGNMENT

- a. Developer Assignment Right. Developer shall have the right, subject to this Section 8, to transfer or assign its interests, rights and obligations in this Agreement in whole or in part to any person, partnership, joint venture, firm, limited liability company, or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer, or assignment shall

include the assignment and assumption of all of the rights, duties, and obligations pursuant to this Agreement.

- b. Developer Notification. Before any such transfer or assignment of this Agreement, Developer shall notify the City in writing of such transfer or assignment. Upon the transfer or assignment of this Agreement, Developer shall provide the City with an agreement executed by the transferee or assignee, which agreement shall provide that the purchaser, transferee or assignee expressly and unconditionally assumes Developer's duties and obligations arising under this Agreement after the date of such assignment ("Transfer Agreement").
- c. Release. If such Transfer Agreement intends to release Developer of Developer's obligations under this Agreement, such Transfer Agreement must be approved by the City Manager on behalf of the City in writing to release Developer from obligations under this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Prior to approving Developer's release of its obligations under this Agreement, the City may request that Developer provide such information demonstrating to the City's reasonable satisfaction that such purchaser, transferee or assignee has sufficient development experience and financial capability, including the ability to assume or replace the Security Bond contemplated by this Agreement, to complete the public improvements and perform all obligations assumed. In no event shall Developer be released from its obligations and liabilities under this Agreement without the City's written consent pursuant to this section.

## IX. NOTICES

- a. Except as otherwise provided in this Agreement, or expressly provided by law, any notice, approval, consent, waiver, or other communication required or permitted to be given, or to be served upon any Party in connection with this Agreement, shall be in writing. Such notice shall be personally served, sent by first class United States mail, by electronic mail with read receipt requested, or by reputable overnight carrier, such as Federal Express.
- b. Such notices shall be addressed to the Party to whom such notice is given at the Party's address set forth below.

### To the City:

City of Sierra Madre  
232 West Sierra Madre Boulevard  
Sierra Madre, California 91024  
Attention: City Manager  
MBruckner@SierraMadreCA.gov

### To Developer:

Toll West Coast LLC  
9301 Corbin Avenue, Suite 1200  
Northridge, California 91324  
Attention: Nick Norvilas  
NNorvilas@tollbrothers.com

(The City) With a copy to:

Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Boulevard, Suite 850  
Pasadena, California 91101  
Attention: Aleks R. Giragosian  
AGiragosian@chwlaw.us

(Developer) With a copy to:

Toll Bros., Inc.  
1140 Virginia Drive  
Fort Washington, Pennsylvania 19034  
Attention: Yolanda Rodriguez  
yrodriquez2@tollbrothers.com

X. MISCELLANEOUS

- a. Relationship to Public Improvement Agreement. The parties acknowledge that the work under this Agreement is separate from, and in addition to, Developers obligations under the Public Improvement Agreement. In the event of any conflict between this Agreement and the Public Improvement Agreement, the terms of this Agreement shall control solely with respect to the Water Main Replacement.
- b. Authority to Execute Agreement. Each Party (as to itself) warrants and represents that the person or persons executing this Agreement on behalf of such Party has the authority to execute this Agreement and the authority to bind such Party to its obligations hereunder.
- c. Conflicts. This Agreement incorporates elements of the Project Specific Plan. If any terms, provisions, or concepts conflict with the Specific Plan, the term, provision, or concept in this Agreement shall control.
- d. Business License. Developer shall obtain and maintain in force a business license for the duration of this Agreement.
- e. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to conflicts of laws principles. Venue for any legal action brought by any Party hereto for breach of this Agreement or to interpret or enforce any provisions herein shall be in the Los Angeles County Superior Court.
- f. No Joint Venture or Partnership. The Parties hereby renounce the existence of any form of joint venture, partnership or other association between or among any one or more of the City, Developer, or Congregation, and the Parties agree that nothing in this Agreement or in any document executed in connection with this Agreement shall be construed as creating any such relationship between or among any of them.
- g. Covenant of Good Faith and Fair Dealing. No Party shall do anything which shall have the effect of injuring the right of another Party to receive the benefits of this Agreement or do anything which would render its performance under this Agreement impossible. Each Party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

- h. Partial Invalidity Due to Governmental Action. In the event state or federal laws or regulations enacted after the Effective Date or the formal action of any governmental entity other than the City prevent compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the Parties agree that the provisions of this Agreement shall be modified, extended or suspended only to the minimum extent necessary to comply with such laws or regulations.
- i. Further Actions and Instruments. The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the Parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.
- j. Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person or entity shall have any right of action based upon any provision in this Agreement.
- k. No Waiver. No delay or omission by a Party in exercising any right or power accruing upon non-compliance or failure to perform by another Party under the provisions of this Agreement shall impair or be construed to be a waiver of any such right or power. A waiver by a Party of any of the covenants or conditions to be performed by another Party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.
- l. Severability. If any provision of this Agreement shall be adjudicated to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision. Notwithstanding the foregoing or any other provisions of this Agreement, if a material provision of this Agreement is found to be unenforceable, void or voidable, a Party benefited by such material provision may terminate this Agreement upon providing written notice to the other Parties.
- m. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- n. Non-Business Days. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time or by a particular date that ends or occurs on a non-business day (*i.e.*, Saturday, Sunday, or a holiday recognized by the U.S. federal government or the State of California), then such period or date shall be extended until the immediately following business day. A “business day” as used herein shall mean any day other than a Saturday, Sunday or any day on which commercial banks in Los Angeles County, California are authorized or obligated to close.

This Agreement shall take effect on the date of the last signature below:

“CITY”  
CITY OF SIERRA MADRE,  
a California municipal corporation

“DEVELOPER”  
TOLL WEST COAST, LLC, a Delaware  
limited liability company, as successor-in-  
interest to NUWI-SIERRA MADRE LLC, a  
Delaware limited liability company

*Authorized Signatories*

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

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

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

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

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

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

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

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

*Attest*

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

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

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

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

*Approved as to Form*

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

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

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

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



# CITY OF SIERRA MADRE

## STAFF REPORT

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### LIBRARY & COMMUNITY SERVICES

**DATE:** May 26, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Leila Arciero, Library & Community Services Director  
By: Leila Arciero, Library & Community Services Director

**SUBJECT:** **Resolution No. 26-45 Authorizing a Supplemental Budget Appropriation from the Library Gift and Memorial Fund in the Amount of \$80,000 for Fiscal Year 2025/26**

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#### **RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 26-45 authorizing a supplemental budget appropriation in the amount of \$80,000 from the Library Gift and Memorial Fund for Fiscal Year 2025/26.

#### **SUMMARY**

The Sierra Madre Public Library receives donations and memorial contributions from residents, community organizations, and supporters to enhance library programs, services, collections, facilities, and other public-facing library initiatives. These contributions are deposited into the Library Gift and Memorial Fund and are restricted for public library purposes consistent with donor intent.

Although donated funds are not derived from tax revenue, California municipal finance law requires that all monies held by a city be formally appropriated by the City Council prior to expenditure. The appropriation process ensures legal authorization, transparency, fiscal accountability, and compliance with state constitutional requirements governing the use of public funds.

The proposed appropriation of \$80,000 will allow the Library to utilize available donated funds during Fiscal Year 2025/26 for eligible library-related expenditures in accordance with donor restrictions and City financial policies. For the remainder of the current fiscal year, appropriated funds are anticipated to support supplemental yet necessary Furniture, Fixtures, and Equipment (FF&E) purchases associated with the Library Meaningful Improvement Project, as well as costs related to the Library Grand Reopening, Ribbon Cutting Ceremony, and Summer Reading Kickoff events. The appropriation will also provide funding flexibility to address any additional project-related needs that may arise prior to the close of the fiscal year.

Historically, expenditures from the Library Gift and Memorial Fund have included community donations and grant-funded support for library programs, services, supplies, collections, and other public benefit initiatives. While the fund has formerly been used to support Library operations and community programming, it has not previously been formally budgeted through the City's annual appropriation process. This action is intended to align administration of the fund with City financial policies, municipal budgeting practices, and applicable state laws governing public expenditures.

## **DISCUSSION & ANALYSIS**

The Library & Community Services Department is requesting City Council approval of an \$80,000 supplemental budget appropriation from the Library Gift and Memorial Fund for Fiscal Year 2025/26. This action will formally authorize the expenditure of donated and memorial funds currently held by the City on behalf of the Sierra Madre Public Library.

This appropriation is necessary to ensure compliance with California municipal finance requirements and City financial policies. Although the funds were privately donated, all monies held in City accounts must be appropriated by the City Council prior to expenditure. Formal appropriation establishes legal spending authority, promotes fiscal transparency, and ensures accountability in the administration of public funds.

Approval of the appropriation will also ensure compliance with Article XVI, Section 6 of the California Constitution, commonly referred to as the "gift of public funds" prohibition. By appropriating the funds through a public process, the City formally identifies the public purpose served by the expenditures and documents that donated funds will be used solely for legitimate public library purposes.

The proposed appropriation will provide several operational and community benefits. Most notably, it will allow the Library to utilize donated funds for projects, materials, programs, and improvements that directly benefit the public and align with donor intent. A portion of the funds is anticipated to support supplemental Furniture, Fixtures, and Equipment (FF&E) purchases associated with the Library Meaningful Improvement Project, helping ensure the renovated facility is fully functional, welcoming, and responsive to community needs.

For the remainder of the current fiscal year, appropriated funds are also anticipated to support activities associated with the Library Grand Reopening, Ribbon Cutting Ceremony, and Summer Reading Kickoff events, as well as additional project-related needs connected to the completion and activation of the Library Meaningful Improvement Project. Historically, expenditures from the Library Gift and Memorial Fund have included community-supported and grant-funded library programs, services, collections, operational supplies, and public enrichment activities that directly benefit Library patrons and the broader community.

Additionally, establishing a formal budget for the Library Gift and Memorial Fund improves financial transparency and strengthens internal controls by ensuring restricted donations are tracked, appropriated, and expended in a consistent and publicly accountable manner. This action also aligns Library financial practices with City procedures and state requirements moving forward.

The primary trade-off associated with this action is the additional administrative oversight and reporting required to formally budget and monitor donated funds. However, these administrative requirements are outweighed by the legal, financial, and operational benefits of maintaining compliance, transparency, and responsible stewardship of public resources.

## **STRATEGIC PLAN RELATIONSHIP**

The proposed budget appropriation supports the City's Infrastructure & Growth Management Strategic Objective to align infrastructure with projected population size and community needs, specifically Goal 1: Strategically Manage Infrastructure Improvements.

This action directly supports Strategy IG 1.3 – Library Renovation by providing funding flexibility for supplemental Furniture, Fixtures, and Equipment (FF&E) purchases associated with the Library Meaningful Improvement Project. The appropriation of donated funds will assist in enhancing the functionality, usability, and long-term value of the renovated library facility for the community.

The following action steps associated with Strategy IG 1.3 have been completed:

- **IG 1.3 A** – Library opened at a temporary location in the First Quarter of 2024.
- **IG 1.3 B** – Design Phase completed in the First Quarter of 2024 and Internal Phase Review completed in the Third Quarter of 2024.
- **IG 1.3 C** – Construction began in the Third Quarter of 2024.

Approval of this appropriation will further support the successful implementation of the Library Renovation project and continued investment in community-serving public infrastructure.

### **ENVIRONMENTAL ANALYSIS**

Not a CEQA Project under: 14 CCR 15378(b)(2)- continuing administrative or maintenance activities

### **FISCAL IMPACT**

There is no impact to the General Fund as a result of the recommended action. Additional FY 2025-26 appropriation of \$80,000 is requested from the Library Gift and Memorial Fund.

Approved by:

A handwritten signature in blue ink that reads "Mike".

---

Michael Bruckner  
City Manager

### **Attachments**

[G-M\\_City Council Resolution Template.pdf](#)

**RESOLUTION NO. 26-45**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, APPROVING A FISCAL YEAR 2025/26 BUDGET APPROPRIATION IN THE AMOUNT OF \$80,000 FROM THE LIBRARY GIFT AND MEMORIAL FUND FOR LIBRARY-RELATED EXPENDITURES**

**RECITALS**

**WHEREAS**, the Sierra Madre Public Library receives donations and memorial contributions from residents, community organizations, and supporters for the benefit of library programs, services, collections, facilities, and other public library purposes; and

**WHEREAS**, donated funds received by the Library are deposited into the Library Gift and Memorial Fund and are restricted for uses consistent with donor intent and applicable law; and

**WHEREAS**, California municipal finance law requires that all monies held by a city, including donated funds, be formally appropriated by the City Council prior to expenditure in order to ensure legal authorization, transparency, fiscal accountability, and compliance with applicable constitutional and statutory requirements; and

**WHEREAS**, the proposed Fiscal Year 2025/26 budget appropriation in the amount of \$80,000 will allow the Sierra Madre Public Library to utilize available donated funds for eligible library-related expenditures, including supplemental Furniture, Fixtures, and Equipment purchases associated with the Library Meaningful Improvement Project.

**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. Budget Appropriation.** The City Council hereby approves a Fiscal Year 2025/26 budget appropriation in the amount of \$80,000 from the Library Gift and Memorial Fund for eligible library-related expenditures consistent with donor intent, City financial policies, and applicable law.

**SECTION 3. Authorization to Expend Funds.** The City Council hereby authorizes the City Manager, or the City Manager's designee, to administer and expend appropriated funds for authorized library-related purposes, including supplemental Furniture, Fixtures, and Equipment purchases associated with the Library Meaningful

Improvement Project, in accordance with applicable procurement requirements and donor restrictions.

**SECTION 4. CEQA.** The City Council finds that approval of the Fiscal Year 2025/26 budget appropriation from the Library Gift and Memorial Fund is exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15378 because the action constitutes a fiscal and administrative activity that will not result in a direct or indirect physical change in the environment.

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

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

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

**PASSED, APPROVED, AND ADOPTED** this [redacted] day of [redacted], 2026.

\_\_\_\_\_  
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 [redacted] day of [redacted], 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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

Approved as to form:

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



# CITY OF SIERRA MADRE

## STAFF REPORT

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### PUBLIC WORKS SERVICES

**DATE:** May 26, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Brian Dickinson, Director of Public Works  
By: Eric Lozick, Management Analyst

**SUBJECT:** **Resolution No. 26-46 Authorizing a Supplemental Budget Appropriation of \$174,050 from the General Fund Reserve and Award of a Construction Contract to Ultimate Pool Remodeling, Inc. for the Sierra Madre Aquatic Center Pool Deck Repair and Pools Replaster Project at Sierra Vista Park in the Amount of \$324,050**

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#### **RECOMMENDATION**

It is recommended that the City Council:

1. Adopt Resolution No. 26-46 authorizing a supplemental budget appropriation from the General Fund Reserve in the amount of \$174,050;
2. Award a construction contract to Ultimate Pool Remodeling Inc. for the Sierra Madre Aquatic Center Pool Deck Repair and Pools Replaster Project at Sierra Vista Park in the amount of \$324,050; and
3. Authorize the City Manager to execute the construction contract and all related documents, including any non-substantive changes, subject to approval as to form by the City Attorney.

#### **SUMMARY**

The City owns the Sierra Madre Community Recreation Center and Aquatic Center at Sierra Vista Park, located at 611 E. Sierra Madre Boulevard. The YMCA of Metropolitan Los Angeles, Pasadena Family Branch operates the facility under a lease agreement with the City and provides community aquatics programming, including recreation swim, lap swim, youth swim activities, and related community recreation opportunities.

On May 2, 2025, the Los Angeles County Department of Public Health, Environmental Health Division, Recreational Waters Program conducted routine inspections of the large pool and shallow pool at the YMCA facility. The inspection reports identified corrective actions related to the condition of the pool plaster, coping, recirculation pump, signage, and cleaning or sanitation. The reports did not close either pool, but they documented violations requiring correction and stated that the violations would be reviewed during the next routine inspection.

For the large pool, the inspection report identified deteriorated pool plaster requiring repair or replastering, an excessively leaking recirculation pump requiring repair or replacement, and rusty and cracked cantilever coping requiring repair or replacement, including filling expansion joints between the coping and deck. For the shallow pool, the inspection report identified faded emergency and occupant capacity signage, dirt and debris on the pool floor, and stained and etched pool plaster requiring repair or replastering.

The proposed project addresses the capital repair components of the inspection findings and related facility rehabilitation needs through pool deck repair, large and small pool replastering, tile and coping work, expansion joint replacement, deck slot drain replacement, repair of cracks and rust conditions in the pool shells, refinishing of grabrails and handrails, and preservation or reuse of historical pool tiling to the greatest extent practicable. The project specifications require the contractor to complete the work in compliance with Los Angeles County Department of Public Health public pool renovation requirements, including applicable permitting, inspections, and approvals.

Following a competitive public works bid process, staff recommends that City Council award a construction contract to Ultimate Pool Remodeling Inc. in the amount of \$324,050.00. The project has an existing budget of \$150,000.00 from General Ledger account 10000.83300.56010. Approval of the recommended action requires an additional General Fund fund balance appropriation of \$174,050.00 to fully fund the construction contract.

## **DISCUSSION & ANALYSIS**

The YMCA Complex at Sierra Vista Park includes City-owned aquatic facilities that support community recreation and YMCA-operated aquatics programming. The lease agreement between the City and the YMCA establishes the operational framework for the facility. Under the lease agreement, the YMCA is responsible for daily operational and routine maintenance, while the City is responsible for the repair or replacement of capital items and improvements in an amount greater than \$5,000.00. The proposed work is therefore being brought forward as a City capital repair and rehabilitation project.

The May 2, 2025 Los Angeles County Department of Public Health inspection reports provide the regulatory context for the proposed repair and rehabilitation work. The large pool report identified three corrective action items directly relevant to the capital repair scope: deteriorated or etched plaster requiring repair or replastering, rusty and cracked cantilever coping requiring repair or replacement, and expansion joints between the coping and deck requiring repair. The report also identified excessive leaking from the recirculation pump and directed repair or replacement of the pump. The shallow pool report identified stained and etched plaster requiring repair or replastering, faded emergency and occupant capacity signage, and accumulation of dirt and debris on the pool floor.

The inspection reports also showed that the pools were not closed and that water chemistry readings were within the inspection report ranges at the time of inspection. The large pool report listed free chlorine at 3.0 ppm and pH at 7.6, and the shallow pool report listed free chlorine at 2.0 ppm and pH at 7.4. Accordingly, the project is not being presented as a chemical treatment issue. The project is being presented as a physical repair and rehabilitation project for City-owned aquatic infrastructure, with the primary construction components focused on plaster, deck, coping, tile, joints, rails, and related pool finish work.

Some inspection findings are operational or equipment-related rather than part of the construction contract before Council. Signage, cleaning, and sanitation items are expected to be addressed through facility operations and coordination with the YMCA. The recirculation pump item is documented in the large pool inspection report; however, the lease separately provides that the YMCA shall repair and replace the Aquatic Center pool pump during the term of the lease at a cost not to exceed \$25,000.00. Staff will continue coordinating with the YMCA on items that are outside the construction scope or otherwise governed by the lease.

The Los Angeles County Department of Public Health Public Pool Renovation Plan Approval Requirements, dated December 2024, state that public pool plan review and approval are required to ensure that public pools and ancillary facilities are constructed or renovated safely and consistently with applicable Health and Safety Code, Title 22, and Title 24 requirements. The County guidance identifies plan submission requirements for deck replacement, pool resurfacing, equipment changes, and plumbing changes. The guidance also requires approved plans, applicable inspections, and written approval before reopening a pool following work subject to County review.

The project scope was developed to address the capital repair components identified through the inspection process and broader rehabilitation needs at the Aquatic Center. Work related to the existing pools includes replastering, re-tiling or preserving existing historical tiling, providing new gutter tile and gutter grates, repairing cracks or rust in the pool shells, and refinishing grabrails and handrails. Work related to the pool deck includes removal and replacement of the perimeter pool deck at the large pool, generally six feet from the edge of the pool or as needed for repair, perimeter expansion joint replacement, deck slot drain replacement, and related concrete and coping work. The bid schedule also includes work to install required depth markings and replace sleeves for poles and equipment as needed.

The Public Works Department released the Request for Bids for the Sierra Madre Aquatic Center Pool Deck Repair and Pools (2) Replaster Project through the City's PlanetBids portal on February 18, 2026. The solicitation included a mandatory pre-bid job walk on February 25, 2026 and required all questions to be submitted through PlanetBids. Addendum No. 1 modified the bid due date to April 9, 2026 and requested supplemental pricing for removal and replacement of the existing ADA pool lift at the large pool and additional concrete deck replacement from the south edge of the large pool to the building. The solicitation stated that the City desired completion within 45 working days from contract execution.

The City received three bids, as summarized below:

<b>Bidder</b>	<b>Bid Amount</b>
Ultimate Pool Remodeling Inc.	\$324,050.00
USA Construction LLC	\$448,860.00
National Pools Inc.	\$454,195.00

Ultimate Pool Remodeling Inc. submitted the lowest bid in the amount of \$324,050.00. Based on the bid documents submitted, Ultimate Pool Remodeling Inc. provided contractor licensing information, a bid bond, a statement regarding insurance coverage, a non-collusion affidavit, and experience information for similar pool renovation projects. Staff recommends award to Ultimate Pool Remodeling Inc. as the lowest responsive and responsible bidder, subject to completion of final contract document review, bonding, insurance, licensing, and other pre-construction requirements.

The construction contract will require compliance with applicable public works requirements, including prevailing wage, Department of Industrial Relations registration and compliance monitoring, insurance, indemnification, and required performance, payment, and maintenance bonds. The contract will also require coordination of applicable Los Angeles County Department of Public Health submittals, inspections, and approvals necessary for public pool renovation work.

## **STRATEGIC PLAN RELATIONSHIP**

The recommended action supports the City's Strategic Plan by advancing the following goals:

Goal 1: Organizational Sustainability. Objective OS 1: Provide High Quality, Cost-Effective Public Services. Awarding the contract through a competitive public works bid process supports responsible stewardship of City-owned capital assets and preserves essential recreational infrastructure.

Goal 4: Community Enrichment. Objective CE 1: Enhance Community Services. The project supports continued aquatics programming, community recreation swim, lap swim, youth programming, and community events at Sierra Vista Park.

## **ENVIRONMENTAL ANALYSIS**

Exempt under 14 CCR 15302 as a replacement/ reconstruction of existing structures/facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity.

## **FISCAL IMPACT**

The total construction contract amount is \$324,050.00. The project has an existing budget of \$150,000.00 from General Ledger account 10000.83300.56010. Approval of the recommended action will require an additional FY25-26 appropriation from the General Fund fund balance in the amount of \$174,050.00 to General Ledger account 10000.83300.56010 to fully fund the construction contract.

The recommended appropriation reflects the construction contract amount only and does not include a separate construction contingency. Any change orders arising from unforeseen conditions encountered during construction will be processed in accordance with the City's standard change order procedures.

Approved by:



---

Michael Bruckner  
City Manager

## **Attachments**

[Resolution No 26-46 Aquatic Center\\_Contract Award v2.pdf](#)

[1. YMCA Pool Deck Repair and Replastering Project RFB.pdf](#)

[2. RFB - Line Item Report - Sierra Madre Bid Schedule Aquatic Center Pool Repair Project.pdf](#)

[3. YMCA Lease Agreement 04.22.2025 - 12.31.2027.pdf](#)

[4. LA County Public Pool Specifications - December 2024.pdf](#)

[5. Health Department Inspection Report - 5-2-25 611 E Sierra Madre Blvd YMCA LARGE POOL 001.pdf](#)

[6. Health Department Inspection Report - 5-2-25 611 E Sierra Madre Blvd YMCA SHALLOW POOL 001.pdf](#)

**RESOLUTION NO. 26-46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AWARDED A CONSTRUCTION CONTRACT TO ULTIMATE POOL REMODELING INC. FOR THE SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT AT SIERRA VISTA PARK IN THE AMOUNT OF \$324,050.00 AND APPROVING AN ADDITIONAL APPROPRIATION OF \$174,050.00 FROM THE GENERAL FUND BALANCE**

**RECITALS**

**WHEREAS**, the City owns the Sierra Madre Community Recreation Center and Aquatic Center at Sierra Vista Park, located at 611 E. Sierra Madre Boulevard, and the YMCA of Metropolitan Los Angeles, Pasadena Family Branch operates the facility under a lease agreement with the City;

**WHEREAS**, the large pool, small pool, and adjacent pool deck require repair and rehabilitation to preserve City-owned aquatic infrastructure and maintain public access to aquatics programming;

**WHEREAS**, the proposed project includes, without limitation, pool deck repair, large and small pool replastering, tile and coping work, expansion joint replacement, deck slot drain replacement, repair of cracks and rust in the pool shells, refinishing of grabrails and handrails, and preservation or reuse of historical pool tiling to the greatest extent practicable;

**WHEREAS**, the Public Works Department released the Request for Bids for the Sierra Madre Aquatic Center Pool Deck Repair and Pools (2) Replaster Project through the City's PlanetBids portal on February 18, 2026, conducted a mandatory pre-bid job walk on February 25, 2026, and established a bid deadline of April 9, 2026, at 2:00 p.m., as modified by Addendum No. 1;

**WHEREAS**, the City received three bids for the project, and Ultimate Pool Remodeling Inc. submitted the lowest bid in the amount of \$324,050.00;

**WHEREAS**, based on the bid documents submitted, Ultimate Pool Remodeling Inc. provided contractor licensing information, a bid bond, a statement regarding insurance coverage, a non-collusion affidavit, and experience information for similar pool renovation projects;

**WHEREAS**, City staff recommends that the City Council award the construction contract to Ultimate Pool Remodeling Inc. as the lowest responsive and responsible bidder, subject to completion of final contract document review, bonding, insurance, licensing, and other applicable pre-construction requirements;

**WHEREAS**, the project has an existing budget of \$150,000.00, and the lowest responsive and responsible bid exceeds the existing project budget by \$174,050.00; and

**WHEREAS**, the City Council desires to award the construction contract and approve the additional appropriation necessary to fully fund the contract.

**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. Contract Award.** The City Council hereby awards a construction contract to Ultimate Pool Remodeling Inc. for the Sierra Madre Aquatic Center Pool Deck Repair and Pools (2) Replaster Project at Sierra Vista Park in the amount of \$324,050.00, subject to completion of all applicable contract requirements.

**SECTION 3. Authorization.** The City Council hereby authorizes the City Manager to execute the construction contract and all related documents, including any non-substantive changes, subject to approval as to form by the City Attorney. The City Manager, or the City Manager's designee, is further authorized to take all actions reasonably necessary to implement this Resolution and administer the contract.

**SECTION 4. Budget Appropriation and Accounting.** The City Council hereby approves an additional appropriation from the General Fund balance in the amount of \$174,050.00 to General Ledger account 10000.83300.56010 to fully fund the construction contract. The City Manager, Finance Director, or their designee is authorized to make any necessary budget transfers, carryovers, reclassifications, and accounting entries to implement this Resolution, including recording the project budget in the appropriate Facilities Maintenance fund 60001, if required by the City's accounting structure.

**SECTION 5. CEQA.** The City Council finds that this action is exempt from the California Environmental Quality Act pursuant to 14 CCR 15302 as replacement or reconstruction of existing structures and facilities where the new structure or facility will be located on the same site as the structure or facility replaced and will have substantially the same purpose and capacity.

**SECTION 6. Severability.** If any sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this Resolution or any part hereof or exhibit hereto are 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 any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid.

**SECTION 7. 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 8. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 26th day of May 2026.

\_\_\_\_\_  
Kirstine Lowe, 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 26th day of May 2026, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

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

Approved as to form:

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

**CITY OF SIERRA MADRE  
REQUEST FOR BIDS**



**Request for Bids**

**AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT**  
**Released on February 18, 2026**

**Due by April 2, 2026 on or before 4:00 p.m. (Pacific Time)**

**Questions:**

**Submit all questions through PlanetBids. Email or phone inquiries will not be accepted.**

**Issued by:**

City of Sierra Madre  
232 West Sierra Madre Blvd.  
Sierra Madre, CA 91024

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# Introduction

## 1.1 Purpose

This project consists of various improvements to the City of Sierra Madre Aquatic Center existing pools located at 611 E. Sierra Madre Blvd, Sierra Madre, CA 91024. Work relating to the existing pools includes re-plastering and re-tiling or preserving existing historical tiling, providing new gutter tile and gutter grates, repairing cracks and/or rust in pools shells, refinishing of all grabrails and handrails. Work relating to the deck includes removal and replacement of perimeter pool deck of large pool, Six (6) feet from edge of pool, or as needed for repair, perimeter expansion joint replacement, deck slot drain replacement.

## 1.2 Background

Incorporated in 1907, the City of Sierra Madre is one of the cities in the San Gabriel Valley region of Los Angeles County. The City encompasses approximately three square miles with a population of about eleven thousand residents. It is located northeast of Downtown Los Angeles at the base of the San Gabriel Mountains and is bordered by Arcadia, Pasadena, and the Angeles National Forest.

Interstate 210 is located about one mile south of the City limits. The absence of through arterials and the built-out development pattern have helped preserve Sierra Madre's small-town character. The downtown area, centered along Sierra Madre Boulevard and Baldwin Avenue, functions as the City's commercial and civic hub, home to restaurants, local businesses, Memorial Park, City Hall, and the Public Library.

## 1.3 Bid Submittal Closing, Time, and Location

The City requires an electronic submittal of all bids through PlanetBids. No paper copies, fax, or email submittals will be accepted. Bids will not be received after the closing date and time indicated below. Late bids will not be considered.

**Submittal Closing:** April 2, 2026, at 4:00 p.m. Pacific Time

**Electronic Submittal Platform:** [www.planetbids.com/sierramadre](http://www.planetbids.com/sierramadre)

All questions and requests for clarification regarding this RFB must be submitted through the PlanetBids portal by the date and time specified in Section 1.4 (Inquiries).

## 1.4 Inquiries

All questions or requests for clarification regarding this Request for Bids must be submitted in writing through the City's PlanetBids portal.

Questions must be received **no later than March 18, 2026 at 4:00 p.m. Pacific Time** to allow sufficient time for response before the Bid submission deadline. Responses to inquiries will be posted as addenda in the PlanetBids system.

Bidders are responsible for checking PlanetBids for any issued addenda prior to submitting their bids.

## Project Overview

This project consists of various improvements to the City of Sierra Madre Aquatic Center existing pools located at 611 E. Sierra Madre Blvd, Sierra Madre, CA 91024. Work relating to the existing pools includes re-plastering and re-tiling or preserving existing historical tiling, providing new gutter tile and gutter grates, repairing cracks and/or rust in pools shells, refinishing of all grabrails and handrails. Work relating to the deck includes removal and replacement of perimeter pool deck of large pool, Six (6) feet from edge of pool, or as needed for repair, perimeter expansion joint replacement, deck slot drain replacement.

This RFB outlines the scope of services, Bid requirements, evaluation process, and submittal instructions.

## Scope of Services

### 1. Project Background and Objectives

This project consists of various improvements to the City of Sierra Madre Aquatic Center existing pools located at 611 E. Sierra Madre Blvd, Sierra Madre, CA 91024. Work relating to the existing pools includes re-plastering and re-tiling or preserving existing historical tiling, providing new gutter tile and gutter grates, repairing cracks and/or rust in pools shells, refinishing of all grabrails and handrails. Work relating to the deck includes removal and replacement of perimeter pool deck of large pool, Six (6) feet from edge of pool, or as needed for repair, perimeter expansion joint replacement, deck slot drain replacement.

### 2. Detailed Scope of Services

#### LARGE POOL DECK REMOVE AND REPLACE:

1. All work to be done per Los Angeles County Department of Public Health, Environmental Health Division, Recreational Waters Program (December 2024 version) specifications, including all permitting, inspections, and approval.
2. Install a new pool deck, six (6) feet from edge of pool or as necessary. Install new coping using masonry materials, including site preparation, material delivery, installation, and cleanup.
3. Protect the site using tarps, plywood, or plastic sheeting to protect surrounding areas that are not under construction.
4. Demolition, removal, and disposal of all construction debris materials.
5. Disconnect and cap any plumbing or electrical lines that run through the deck areas.
6. Remove all necessary existing decking and coping, including concrete, pavers, or tile.

7. SPECIAL REQUIREMENT: Protect in place, or reuse of historical tiling in pools to the greatest extent practicable.
8. Excavate the deck area to the required depth for the sub-base.
9. Ensure the deck slopes away from the pool edge for proper drainage.
10. Install and compact a gravel or sand layer to provide a stable foundation and ensure proper drainage.
11. Install form boards to create the perimeter of the new concrete deck.
12. Install the coping around the perimeter of the pool beam, ensuring a slight overhang.
13. Mortar all coping into place.
14. Install expansion joints where the deck meets other structures to allow for natural movement.
15. Fill all joints with polymeric sand, mortar, or specialized sealant to lock the masonry into place and prevent weed growth..
16. Apply a masonry sealer to protect the surface from stains and weather damage
17. Clean the entire work area, including removing any excess mortar, and perform a final deck power wash (including deck that was not removed/replaced or repaired).

#### LARGE AND SMALL POOL REPLASTERING:

1. All work to be done per Los Angeles County Department of Public Health, Environmental Health Division, Recreational Waters Program (December 2024 version) specifications, including all permitting, inspections, and approval.

## Qualifications and Experience

Bidders shall demonstrate:

- Experience with municipal Pool Repair and Replastering Projects
- Qualifications of key personnel including a project manager with experience managing Pool Repair Projects of similar scope.
- Successful delivery of comparable work for California municipal clients

## Bid Requirements

Organize bids in the order below.

- A. Cover Letter signed by an authorized officer.
- B. Overview and Approach that describes methods, tools, and coordination.
- C. Company Profile including years in business, services, and office location that will lead the work.
- D. Qualifications of Personnel with roles, resumes, and level of effort.
- E. Past Experience with similar municipal projects and references.
- F. Current Projects of similar scope.
- G. References with contact information and scope summaries.
- H. Project Schedule.
- I. Cost Bid with task based budget, hours by staff, and rate schedule. Include all incidental costs.
- J. Certificate of Insurance statement of willingness and ability to meet City requirements.

K. Conflicts of Interest disclosure.

## Request for Bid Schedule

Request for Bids Issued	February 18, 2026
Mandatory Pre-Bid Job Walk	February 25, 2026
Questions/RFI's Due	March 18, 2026
Deadline to Submit Bid	April 2, 2026
City Manager Selection and Award	April 28, 2026
Kick-off Meeting	May 18, 2026

## Project Timeline

The City desires to have the projected completed within 45 working days from contract execution.

## Submission of Bid

- Bids must be submitted electronically through the City's PlanetBids portal no later than April 2, 2026, at 4:00 p.m. Pacific Time. Paper, fax, or email submissions will **not** be accepted.
- Each Bidder shall upload one (1) digital PDF labeled: "Bid – Aquatic Center Pool Repair & Replastering Project"
- Bids must remain valid for **ninety (90) days** from the submission date. Late submissions will not be accepted.

## General conditions

- A. Joint Offers. The City intends to contract with a single prime firm. Subcontractors may be included.
- B. Bid Preparation Costs. The City is not liable for costs incurred in bid preparation.
- C. Reservation of Rights. The City may reject any or all bids, waive informalities, request clarifications, negotiate terms, issue addenda, or cancel the RFB.
- D. Acceptance of Conditions. By submitting a Bid, the Bidder agrees bids are valid for one hundred eighty days and acknowledges the City rights in this section.
- E. Bid Inclusions. Submit complete bids that address all requirements.
- F. Withdrawal of Bid. Bidders may withdraw by written request prior to the due date and time.
- G. Independent Contractor. The selected firm will act as an independent contractor.
- H. Payment Terms. Payment will be made per the Agreement upon review of invoices for satisfactory work.
- I. Insurance and Indemnification. The selected firm must meet City insurance and indemnification requirements prior to contract award.
- J. Proof of Authority. Corporate Bidders must provide proof of signing authority.

- K. Patents and Copyright. Include all related fees in the price. Work products become City property upon completion of each task.
- L. Taxes. Prices shall include all applicable taxes.
- M. Public Record. Bids are public records upon award except for properly identified proprietary information. Bidders who claim exemptions agree to defend and indemnify the City regarding non-disclosure.
- N. Business License. The selected firm and subconsultants must obtain a City business license prior to commencing work.
- O. Equal Opportunity. Bidders shall comply with equal opportunity policies.
- P. Non Collusion Affidavit. Provide a signed and notarized affidavit pursuant to Public Contract Code Section 7106.
- Q. Instructions and Questions. Submit questions in writing to the Contact for Questions.
- R. Responses may be shared with all Bidders.

## Selection Process

The City may interview firms. Selection will be based on qualifications, understanding of the scope, approach, team experience, references, schedule, and cost reasonableness. Award will be made to the firm that provides the best overall value to the City in the City's discretion. Services will be provided under the City Professional Services Agreement.

## Online References

Consultants should review the City website at [sierramadreca.gov](http://sierramadreca.gov) for relevant plans, codes, and background documents.

## Deadline for Submittal

- All bids must be submitted **electronically through the City's PlanetBids portal** no later than **April 2, 2026, at 4:00 p.m. Pacific Time**. Paper, fax, or email submissions will **not** be accepted. Late submittals will not be considered.
- Each Bidder shall upload **one** (1) digital PDF labeled: "Bid – Aquatic Center Pool Repair & Rehabilitation Project."
- All questions regarding this Request for Bids must be submitted through the PlanetBids portal by **March 18, 2026, at 4:00 p.m. Pacific Time** in accordance with Section 1.4 of this RFB.

## General Provisions - Terms and Conditions

### A. Joint Offers.

Where two or more firms desire to submit a single Bid in response to this RFB, they should do so on a prime-subcontractor basis rather than as a joint venture. Should any staff person or subcontractor perform unsatisfactorily, they shall be subject to removal from the project at the discretion of the City of Sierra Madre. The City intends to contract with a single firm, not multiple firms doing business as a joint venture. Please describe how the consultant plans to ensure continuity during the phasing of this project.

## **B. Bid Preparation Costs.**

The City is not, nor shall be deemed, liable for any costs incurred by Bidder in the preparation, submittal, or presentation of their bids.

## **C. Reservations of Rights.**

**This RFB does not commit or obligate the City to accept or execute an agreement for any expressed or implied service. The City reserves the right to:**

- Reject any and all Bids received.
- Take all bids under advisement for up to ninety (90) days after opening.
- Waive any informality on any Bid.
- Be the sole judge of the relative merits of the material mentioned in the respective bids received.
- Request any firm/individual submitting a Bid to clarify its Bid during the selection phase.
- Negotiate a final agreement and price with the successful firm providing the best overall value to the City as determined in the City's sole and absolute discretion.
- Modify or alter any requirements herein, and issue addenda or amendments to this RFB.
- Terminate this RFB process at any time.

## **D. Acceptance of Conditions.**

It is the Bidder's responsibility to examine the scope of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Bidders shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions. By submitting a Bid, each Bidder expressly agrees to and accepts the following conditions:

- Bid and cost schedules shall be valid, and binding for one hundred eighty (180) days following the Bid due date and will become part of the Agreement that is negotiated with the City.
- The City may require whatever evidence is deemed necessary relative to the Bidder's financial stability and ability to perform these services.
- The City reserves the right to request further information from the Bidder, either in writing or orally, to establish any stated qualifications.
- The City reserves the right to solely judge the Bidder's representations, and to solely determine whether the Bidder is qualified to undertake these services pursuant to the criteria set forth herein.
- The Bidder, by submitting a Bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the Bidder is qualified to perform these services shall be binding, final and conclusive.
- Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Bidders unless and until an agreement is reached.

## **E. Bid Inclusions.**

The Request for Bids documents shall be submitted in their entirety, with all applicable portions fully completed by the Bidder. All Bidders are encouraged to review and confirm that their Bid includes and specifically addresses all of the Bid requirements prior to submitting as outlined elsewhere in this document.

**F. Withdrawal of Bid Before Closing.**

Any Bidder may request the withdrawal of their submitted Bid by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any Bid, the City will consider the Bid null and void, and return the Bid to the Bidder. Withdrawal of Bid will not impact Bidder's resubmittal for this or any future Bid(s).

**G. Independent Contractor.**

The firm will, at all times, be an independent contractor pursuant to the contract, and shall not, in any way, be considered to be an officer, agent, or employee of the City of Sierra Madre.

**H. Payment Terms.**

Payments are generally made based upon the review of invoices prepared by the firm for work completed to the satisfaction of the City within thirty (30) days of the submitted invoice. All payments will be made in accordance with the contract.

**I. Insurance and Indemnification.**

The Agreement between the City and the selected firm will contain the City's standard insurance and indemnification language for agreements of this type. Proof of insurance is not required to be submitted with your Bid, but will be required prior to the City's award of the contract.

**J. Proof of Authority.**

If the firm is a corporation, formal proof of the authority of the officer signing the bidder's Bid to bind the corporation must be submitted with the Bid. A simple letter is not sufficient. A copy of the corporation resolution or minutes is adequate proof.

**K. Taxes.**

Price bid shall include all federal, state, local, and other taxes.

**L. City's Obligation to Award a Contract.**

Issuance of this RFB and receipt of bids does not commit the City of Sierra Madre to award a contract. The City reserves the right to postpone the review of the Bid for its own convenience, or to accept or reject any or all bids received in response to the RFB. The City, in conjunction with the selection committee, reserves the right to negotiate with more than one firm should negotiations with the selected firm be terminated, to negotiate with more than one firm simultaneously, or to cancel all or part of the RFB.

**M. Public Record.**

Be advised that all information contained in bids submitted in response to this solicitation shall become a matter of public record upon contract award, and made available upon request, unless otherwise marked. The Bidder must identify, in writing, all copyrighted material, trade secrets, or other proprietary information the Bidder claims are exempt from disclosure pursuant to the California Public Records Act.

The Bidder who claims such an exemption must also state in the Bid that: “The Bidder agrees to indemnify and hold harmless the City and its officers, employees, and agents from any claims, liability, or damages against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets, or other proprietary information to any party.”

**N. Business License.**

The professional provider, and any sub-consultant(s), shall obtain a valid City of Sierra Madre Business License on or before their commencement of work.

**O. Equal Opportunity.**

The City of Sierra Madre requires all Bidders to comply with equal opportunity policies.

**P. Non-Collusion Affidavit.**

All bids must be accompanied by a signed and notarized Non-Collusion Affidavit per the Public Contract Code Section 7106.

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**SECTION A – NOTICE INVITING SEALED BIDS**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT**

**IN THE CITY OF SIERRA MADRE, CALIFORNIA**

**CALENDAR OF EVENTS\***

Bid Advertisement.....	<u>18th</u> day of <u>February</u> , 2026
Bid Package available starting .....	<u>18th</u> day of <u>February</u> , 2026
Mandatory Pre-Bid Job Walk .....	<u>25<sup>th</sup></u> day of <u>February</u> , 2026
Questions/RFI's Due.....	<u>18<sup>th</sup></u> day of <u>March</u> , 2026
Bid Due Date and Time .....	<u>2nd</u> day of <u>April</u> , 2026
Bid Opening .....	<u>2nd</u> day of <u>April</u> , 2026
Bid Results/Contractor Selection .....	<u>2nd</u> day of <u>April</u> , 2026
Council approval of Contract.....	<u>28th</u> day of <u>April</u> , 2026
New Contract in Effect .....	<u>18th</u> day of <u>May</u> , 2026
Construction Start Date, not earlier than.....	<u>25th</u> day of <u>May</u> , 2026
Construction End Date, not later than.....	<u>29th</u> day of <u>July</u> , 2026

\*All dates are subject to change.

## NOTICE INVITING SEALED BIDS

### SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT IN THE CITY OF SIERRA MADRE, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Sierra Madre as AGENCY, invites sealed bids for the above stated project and will receive such bids electronically through the City's PlanetBids portal no later than April 2, 2026 at 4:00 p.m. Pacific Time.

The bids results will be published on the City's PlanetBids portal within 5 minutes. The date and time shall be extended by no less than 72 hours if the officer, department, or Project Manager issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified above or any extension due to material changes shall be returned unopened.

Project Name: *Sierra Madre Aquatic Center Pool Deck Repair and Pools Replaster project*  
Project Description: *Sierra Madre Aquatic Center pool Deck Repair and Pools Replaster project*  
Engineer's Estimate: N/A

Copies of the plans, specifications, and contract documents are available from the City of Sierra Madre, Planetbids portal. In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the AGENCY has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826.** 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 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 Board. 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. (Public Contract Code § 20103.5)

CONTRACTORS AND SUBCONTRACTORS ARE ALSO REQUIRED TO BE REGISTERED WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR ANY BID PROPOSAL SUBMITTED ON OR AFTER MARCH 1, 2015, AND FOR ANY CONTRACT FOR PUBLIC WORK ENTERED INTO ON OR AFTER APRIL 1, 2015. A contractor or subcontractor shall not be qualified to bid on, be listed on a bid proposal for, or perform any public work contract unless it is currently registered with the California Department of Industrial Relations as described in Labor Code § 1725.5.

This project is subject to the skilled and trained workforce requirements of the Public Contracts Code §§ 2600 - 2602.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in the envelopes provided, sealed and plainly marked on the outside:

**“SEALED BID FOR SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT**

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 4:00 p.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder’s security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier’s check made payable to the City of Sierra Madre; (c) a certified check made payable to the City of Sierra Madre; or (d) a bidder’s bond executed by an admitted surety insurer, made payable to the City of Sierra Madre. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder 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.

Pursuant to California Civil Code § 9550, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

The AGENCY has determined that the proposed project is a public works project subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The AGENCY reserves the right to reject any and all bids.

If you have any questions, please submit through the Planetbids portal.

BY ORDER OF the City Council of the City of Sierra Madre, California.

**SECTION B – INSTRUCTIONS TO BIDDERS**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

## INSTRUCTIONS TO BIDDERS

### SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT IN THE CITY OF SIERRA MADRE, CALIFORNIA

#### **B1.01 INSPECTION OF SITE OF WORK**

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the AGENCY in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the AGENCY. No claim for additional compensation will be allowed which is based upon a lack of knowledge of these items.

#### **B1.02 EXAMINATION OF CONTRACT DOCUMENTS**

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the AGENCY may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

#### **B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE**

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS AND SECTION F, SPECIAL PROVISIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The CONTRACTOR shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **45 WORKING DAYS**. The CONTRACTOR shall pay to the AGENCY liquidated damages in accordance with Section 6-9 of the Special Provisions (Section F) for each calendar day, or portion thereof, of delay in finishing the work in excess of the number of working days prescribed above.

#### **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS**

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for information/interpretation (RFI) shall be made in writing and emailed to the following email address, at least ten (10) days before the scheduled bid opening:

electronically through the City's PlanetBids portal no later than December 17, 2025 at 4:00 pm Pacific Time. Interpretations by the City will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. City makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where the contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract

#### **B1.05 SOIL INFORMATION**

Soil reports have not been prepared for this project.

#### **B1.06 PROPOSAL**

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the CONTRACTOR must state clearly his/her license number and expiration date. In addition he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The CONTRACTOR will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the AGENCY.

#### **B1.07 ADDENDA**

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

#### **B1.08 BID PRICES**

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the

contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the AGENCY, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the CONTRACTOR as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The CONTRACTOR shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION C** are intended only as a guide for the CONTRACTOR as to the anticipated order of magnitude of work. CONTRACTOR shall be responsible for verifying all estimated quantities. CONTRACTOR will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The CONTRACTOR will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

*[Pursuant to Public Contract Code § 20103.8, the City may require a bid for a public works contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify the method to be used to determine the lowest bid.]*

#### **B1.09 TAXES**

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

#### **B1.10 RECOGNITION OF BONDING COMPANIES**

All bonding companies used by the CONTRACTOR in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

#### **B1.11 QUALIFICATION OF BIDDERS**

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid CONTRACTOR's License issued by the CONTRACTOR's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years of experience in the magnitude and character of the work bid.

It is the intention of the AGENCY to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the AGENCY will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the AGENCY, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

#### **B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name, California contractor license number, and Department of Industrial Relations registration number, and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the CONTRACTOR to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors and state the license number of all subcontractors who will perform work in excess of one-half of one percent of the total bid, or in the case of streets and highways, one-half of one percent of the total bid or \$10,000, whichever is greater.

Public Contract Code § 6109 prohibits a CONTRACTOR from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

#### **B1.13 PROPOSAL GUARANTEE**

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the AGENCY in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the AGENCY, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the AGENCY under the proposal guarantee shall be forfeited to the AGENCY in case of failure or neglect of the bidder to furnish, execute and deliver to the AGENCY the required bonds, evidence of insurance and to enter into, execute and deliver to the AGENCY the agreement on the form provided herewith, within ten (10) days after being notified in writing by the AGENCY that the award has been made and the agreement is ready for execution.

#### **B1.14 MODIFICATION OF PROPOSAL**

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

## **B1.15 WITHDRAWAL OF PROPOSAL**

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee, except as authorized by Public Contract Code sections 5100 through 5110. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

## **B1.16 POSTPONEMENT OF BID OPENING**

The AGENCY reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

## **B1.17 DISQUALIFICATION OF BIDDERS**

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime CONTRACTOR has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime CONTRACTOR.

## **B1.18 REJECTION OF PROPOSALS**

The AGENCY reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the AGENCY; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

## **B1.19 AWARD OF CONTRACT**

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the AGENCY. However, until an award is made, the AGENCY reserves the right to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the AGENCY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The AGENCY reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the AGENCY shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

## **B1.20 RETURN OF PROPOSAL GUARANTEES**

Within ten (10) calendar days after the bids are opened, the AGENCY will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

## **B2.21 EXECUTION OF CONTRACT**

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the AGENCY in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by AGENCY, the AGENCY at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the AGENCY. After execution by the AGENCY, one original contract shall be returned to the CONTRACTOR.

## **B1.22 FLEXIBILITY OF BID SCHEDULE**

It is the intent of the AGENCY to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the AGENCY's budget limits and constraints.

## **SECTION C – PROPOSAL INFORMATION AND DOCUMENTS**

### **SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT IN THE CITY OF SIERRA MADRE, CALIFORNIA**

#### Proposal Information and Documents:

- Bid Proposal
- Bid Schedule
- Bid Bond
- Bid Guarantee (if a Bid Bond is not provided)
- Bidder Information
- Experience Statement
- Designation of Suppliers and Subcontractors
- Statement Regarding Insurance Coverage
- Statement Regarding Contractor's Licensing Laws
- Non-Collusion Affidavit

**BID PROPOSAL**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

CITY OF SIERRA MADRE  
232 W. SIERRA MADRE BOULEVARD  
SIERRA MADRE, CA 91024

HONORABLE MAYOR AND  
MEMBERS OF THE CITY COUNCIL:

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the AGENCY on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE,** and **STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

CONTRACTOR acknowledges receipt and inclusion of addenda [redacted] to [redacted] into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the AGENCY or evidence of a cash payment to the AGENCY, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the AGENCY, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

STATE CONTRACTOR'S LICENSE NO. \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

(If Company is a Corporation, provide corporate resolution per **B1.06 PROPOSAL of SECTION B – INSTRUCTION TO BIDDERS.**)

**BID SCHEDULE**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION G--SPECIAL PROVISIONS**. The AGENCY reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The AGENCY reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the AGENCY.

The CONTRACTOR shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the CONTRACTOR as to the anticipated order of magnitude of work. The CONTRACTOR shall be responsible for verifying all estimated quantities. The CONTRACTOR will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The CONTRACTOR will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The CONTRACTOR shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: \_\_\_\_\_

CONTRACTOR'S LICENSE NO.: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**BID SCHEDULE (Continued)**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

No.	Item Description	Estimated Quantity	Unit	Unit Price	Payment Reference	Item Amount
1	Mobilization	1		Lump Sum		
2	Provide all labor for Demolition & Removal of existing Generator and Pad	1		Lump Sum		
3	Provide all Labor and Materials to Construct New Generator Pad per Manufacturers Specifications	1		Lump Sum		
4	Supply New 150 kW Stationary Diesel Generator	1		Lump Sum		
5	Provide all Labor and Materials to Install New Generator per Manufacturers Specifications	1		Lump Sum		
6	Provide all Labor and Materials to Connect the New Generator to existing electrical and Transfer switch	1		Lump Sum		
7	Provide all Labor and Materials for Startup and Testing	1		Lump Sum		
8						
9						

The CONTRACTOR shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

*[Note: Labor Code § 6707 requires separate bid items for the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper. For those items, specify that each bid submitted in response thereto shall contain adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb.]*

Bid Schedule Total: \$ \_\_\_\_\_

Bid Schedule Total (in words): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Company Name of Bidder)

\_\_\_\_\_  
(Date)

**BID BOND**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Sierra Madre as AGENCY, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**BID GUARANTEE**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a **certified check or cashier’s check**, payable to the order of the City of Sierra Madre in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Sierra Madre provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**BIDDER INFORMATION**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

BIDDER certifies that the following information is true and correct:

Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

CONTRACTOR's License No.: \_\_\_\_\_ Date License Issued: \_\_\_\_\_

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

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:  
(Name / Title / Address / Telephone)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No \_\_\_\_\_. If yes, provide the following information. (If more than once, use separate sheets):

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

Location: \_\_\_\_\_

Reason: \_\_\_\_\_

Provide Status and any Supplemental Statement: \_\_\_\_\_

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Has your firm been reinstated by this entity? Yes / No \_\_\_\_\_

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: \_\_\_\_\_ Federal / State: \_\_\_\_\_

If "yes", identify and describe, (including status): \_\_\_\_\_

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Have the penalties been paid? Yes / No: \_\_\_\_\_

B. Does you firm or its officers have any ongoing investigations by any agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: \_\_\_\_\_ Codes / Laws: \_\_\_\_\_ Section / Article: \_\_\_\_\_

If "yes", identify and describe (including status): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

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

Title \_\_\_\_\_

**EXPERIENCE STATEMENT**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The CONTRACTOR must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The CONTRACTOR must be properly licensed to perform the work in this project as determined by the State CONTRACTOR's License Board.

Project Title: \_\_\_\_\_ Client: \_\_\_\_\_

Date: \_\_\_\_\_ Project Value: \_\_\_\_\_ Client Contact: \_\_\_\_\_

Client Telephone # \_\_\_\_\_ Client Email Address: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject to Federal Labor Standards:    Yes    No

Project Title: \_\_\_\_\_ Client: \_\_\_\_\_

Date: \_\_\_\_\_ Project Value: \_\_\_\_\_ Client Contact: \_\_\_\_\_

Client Telephone # \_\_\_\_\_ Client Email Address: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject to Federal Labor Standards:    Yes    No

**EXPERIENCE STATEMENT (Continued)**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

Project Title: \_\_\_\_\_ Client: \_\_\_\_\_

Date: \_\_\_\_\_ Project Value: \_\_\_\_\_ Client Contact: \_\_\_\_\_

Client Telephone # \_\_\_\_\_ Client Email Address: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject to Federal Labor Standards:    Yes    No

Project Title: \_\_\_\_\_ Client: \_\_\_\_\_

Date: \_\_\_\_\_ Project Value: \_\_\_\_\_ Client Contact: \_\_\_\_\_

Client Telephone # \_\_\_\_\_ Client Email Address: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject to Federal Labor Standards:    Yes    No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

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

Title \_\_\_\_\_



Name, License No., and Address of Subcontractor	Employer Tax Id #	MBE/WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

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

**STATEMENT REGARDING INSURANCE COVERAGE**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5-4 INSURANCE** of Section E, Standard Specifications and Section F, Special Provisions. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

## STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

### SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT IN THE 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: \_\_\_\_\_

**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 the \_\_\_ day \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

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

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

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

Contractor's Business Address:

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

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

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

## **SECTION D – CONTRACT INFORMATION AND DOCUMENTS**

### **SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT IN THE CITY OF SIERRA MADRE, CALIFORNIA**

#### Contract Information and Documents:

- Contract Agreement
- Payment Bond
- Faithful Performance Bond
- Maintenance Bond
- Worker’s Compensation Insurance Certificate
- Insurance Endorsement

# AGREEMENT

## SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT IN THE CITY OF SIERRA MADRE, CALIFORNIA

THIS AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (*Council Action Date Here*), BY AND BETWEEN the City of Sierra Madre, a municipal corporation, hereafter designated as “AGENCY”, and **CONTRACTOR’S BUSINESS NAME**, a \_\_\_\_\_ (State) \_\_\_\_\_ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

### **ARTICLE I: Contract Documents**

The contract documents for the SUPPLY AND INSTALLATION OF STATIONARY GROUND MOUNTED DIESEL GENERATOR, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Technical Specifications and all referenced specifications, plans, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

### **ARTICLE II: Scope of Work**

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or

materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

### **ARTICLE III: Compensation**

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of \$ [REDACTED]

CONTRACTOR agrees to perform all work based on time, as agreed upon with the AGENCY on the CONTRACTOR'S Equipment and Labor Rates, and materials as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder./

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Such unforeseen difficulties or obstructions includes any act of God, the elements, strike, walkout, or any other cause beyond CONTRACTOR's reasonable control that occurs before AGENCY accepts the work as complete.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 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 CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon AGENCY's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

D. This AGREEMENT is subject to the requirements of a skilled and trained workforce; CONTRACTOR and each of its subcontractors at every tier are required to employ a certain percentage of journeymen to perform the work, in accordance with Public Contracts Code §§ 2600 – 2602

#### **ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the 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. The CONTRACTOR shall forfeit as a penalty to AGENCY \$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 the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker 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.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor 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 him or her 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 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour workday and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of 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 AGENCY \$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 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.

F. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

#### **ARTICLE V: Work Site Conditions**

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, 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.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### **ARTICLE VI: Insurance**

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

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 AGENCY 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 AGREEMENT 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 AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to AGENCY as additional insured. Further, the requirements for coverage and limits shall be the greater of (1) the maximum 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. Insurance provided by CONTRACTOR under this Contract shall not replace or substitute for CONTRACTOR's indemnification obligations in Article VII.

CONTRACTOR's insurance, including all endorsements, shall be primary to any coverage available to AGENCY. Any insurance or self-insurance maintained by AGENCY and/or its officers, employees, agents or volunteers, shall be excess of CONTRACTOR's insurance and shall not contribute with it.

#### **ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by work performed under this AGREEMENT.

To the fullest extent permitted by law, CONTRACTOR shall, at its sole costs and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their representative subsidiaries, affiliates, members, director, officer, employees and agents, including parties that AGENCY contracts with (including other governmental agencies such as the California Department of Transportation) (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of any party, person, or organization that AGENCY contracts with, in connection with or relating to or claimed to be in connection with or relating to the work

performed under this AGREEMENT. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

AGENCY may request a deposit for defense costs from CONTRACTOR with respect to a claim. If AGENCY requests a defense deposit, CONTRACTOR shall provide it within 15 days of the request.

### **ARTICLE VIII: Binding Effect**

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

### **ARTICLE IX: Dispute Resolution**

A. All disputes arising out of this AGREEMENT are subject to a mandatory step-by-step claims submission and evaluation process as a precondition to legal action in accordance with Public Contracts Code § 9204.

B. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

C. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

D. 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 CONTRACTOR, for the response to such claims by the AGENCY, for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration

upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

**ARTICLE X: Independent CONTRACTOR**

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

**ARTICLE XI: Taxes**

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

**ARTICLE XII: Notices**

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY:

Brian A Dickinson  
CITY OF SIERRA MADRE  
232 W. Sierra Madre Boulevard  
Sierra Madre, CA 91024

CONTRACTOR:

[INSERT CONTACT]  
CONTRACTOR'S BUSINESS NAME  
Mailing Address  
City, State, Zip Code

**ARTICLE XIII: Entire Agreement**

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

**ARTICLE XIV: Authority to Contract**

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

**ARTICLE XV: General Provisions**

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. 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.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. 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 AGENCY 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 AGENCY. 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

AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

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

<p>“CITY” City of Sierra Madre</p> <p><b>Authorized Signatories:</b></p> <p>Signature: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>“CONSULTANT” [Name of Company or Individual]</p> <p>Signature: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	--

**Attest:**

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

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

Title: City Clerk

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

**Approved as to Form:**

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

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

Title: City Attorney

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

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**PAYMENT BOND**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

WHEREAS, the City of Sierra Madre, as AGENCY has awarded to **CONTRACTOR's Business Name**, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **[DESCRIBE IN WORDS; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR], (\$XXX,XXX.XX)** Dollars, which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR\*    **CONTRACTOR's Signer's Name, Title** \_\_\_\_\_  
                         **CONTRACTOR's Business Name** \_\_\_\_\_  
                         Mailing Street Address \_\_\_\_\_  
                         City, State, Zip Code \_\_\_\_\_  
                         Telephone # \_\_\_\_\_  
                         Date: \_\_\_\_\_

Surety\*            **Surety Signer's Name / Title** \_\_\_\_\_  
                         **Surety's Business Name** \_\_\_\_\_  
                         Mailing Street Address \_\_\_\_\_  
                         City, State, Zip Code \_\_\_\_\_  
                         Telephone # \_\_\_\_\_  
                         Date: \_\_\_\_\_

\*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**FAITHFUL PERFORMANCE BOND**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That **CONTRACTOR's Business Name**, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and **[REDACTED]**, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF SIERRA MADRE, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of

**[DESCRIBE IN WORDS; 100% OF THE TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR], (\$XXX,XXX.XX)** Dollars, which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled SUPPLY AND INSTALLATION OF STATIONARY GROUND MOUNTED DIESEL GENERATOR, CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR\*    **CONTRACTOR's Signer's Name, Title** \_\_\_\_\_  
                         **CONTRACTOR's Business Name** \_\_\_\_\_  
                         Mailing Street Address \_\_\_\_\_  
                         City, State, Zip Code \_\_\_\_\_  
                         Telephone # \_\_\_\_\_  
                         Date: \_\_\_\_\_

Surety\*            **Surety Signer's Name / Title** \_\_\_\_\_  
                         **Surety's Business Name** \_\_\_\_\_  
                         Mailing Street Address \_\_\_\_\_  
                         City, State, Zip Code \_\_\_\_\_  
                         Telephone # \_\_\_\_\_  
                         Date: \_\_\_\_\_

\*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**MAINTENANCE BOND**

**SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2)  
REPLASTER PROJECT  
IN THE CITY OF SIERRA MADRE, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Sierra Madre, as AGENCY has awarded to **CONTRACTOR's Business Name**, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **[DESCRIBE IN WORDS; 50% OF THE TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR], (\$XXX,XXX.XX)** Dollars, which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the date set forth below:

CONTRACTOR\*    **CONTRACTOR's Signer's Name, Title** \_\_\_\_\_  
                         **CONTRACTOR's Business Name** \_\_\_\_\_  
                         Mailing Street Address \_\_\_\_\_  
                         City, State, Zip Code \_\_\_\_\_  
                         Telephone # \_\_\_\_\_  
                         Date: \_\_\_\_\_

Surety\*            **Surety Signer's Name / Title** \_\_\_\_\_  
                         **Surety's Business Name** \_\_\_\_\_  
                         Mailing Street Address \_\_\_\_\_  
                         City, State, Zip Code \_\_\_\_\_  
                         Telephone # \_\_\_\_\_  
                         Date: \_\_\_\_\_

\*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

# **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: \_\_\_\_\_

CONTRACTOR's Business Name

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

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

Attest:

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

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

**NOTE:** See Section 5.4 Insurance of the Standard Specifications for insurance carrier rating requirements.

## ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

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

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with rating of "A" or higher and a Financial Class VII or higher as established by A.M. Best, or higher rating established by Moody's or Standard & Poor's.**

It is agreed that the City of Sierra Madre, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

\_\_\_\_\_  
Authorized Insurance Agent

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

## **SECTION E – STANDARD SPECIFICATIONS**

### **SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT IN THE CITY OF SIERRA MADRE, CALIFORNIA**

#### **STANDARD SPECIFICATIONS**

**INCORPORATION OF GREENBOOK.** The latest edition of the Standard Specifications for Public Works Construction (“SSPWC” or “Greenbook”) shall be incorporated by reference into these Standard Specifications as if fully replicated herein. These Standard Specification shall be supplemented, amended, or replaced by the Special Provision contained in Section F and G hereinbelow. To the extent that anything in the Special Provisions conflicts with the terms or requirements of the SSPWC, the Special Provisions shall control.

## SECTION F – SPECIAL PROVISIONS – PART 1

### SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT IN THE CITY OF SIERRA MADRE, CALIFORNIA

**SPECIAL PROVISIONS – PART 1.** The following provisions supplement, amend, or replaced the requirements of the Standard Specifications for Public Works Construction (“SSPWC” or “Greenbook”). To the extent that anything in these Special Provisions conflicts with the terms or requirements of the SSPWC, these Special Provisions shall control.

#### SECTION 1 - GENERAL

**1-1 TERMS.** Unless otherwise stated, the words *directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory*, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

#### 1-2 DEFINITIONS

**Acceptance** – The AGENCY’s formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

**AGENCY** – The City of Sierra Madre.

**Agent** – Shall include persons and companies, other than the CONTRACTOR, retained by the City to perform design and construction services in relation to the Work.

**Board** – The City Council of the City of Sierra Madre.

**City** – The City of Sierra Madre, California, as the AGENCY and Owner.

**City Council** – City Council of the City of Sierra Madre, California.

**Construction Manager** – Persons and/or company retained by the City to perform construction management services.

**Contract Documents** – Including, but not limited to: the Contract, any Addendum (which pertain to the contract documents), Notice Inviting Bids, Instructions to Bidders; Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, the general conditions, permits from other agencies, the Special Provisions, the Plans, Standard Plans, Standard Specifications, Reference Specifications, and all Modifications issued after the execution of the Contract.

**Days** – Days shall mean consecutive calendar’s days unless otherwise specified.

**Design Engineer** – Persons and/or company retained by the City to perform engineering design services.

**Due Notice** – A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

**Engineer** – The City Engineer of the City of Sierra Madre, or his/her authorized representative.

**Geotechnical Engineer** – Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the AGENCY during construction.

**Geotextile** – Synthetic fiber used in civil engineering applications, serving the primary functions of separation and filtration.

**House Sewer** – A sewer, wholly within private property, proposed to connect any building to a house connection sewer.

**Luminaire Arm** – The structural member, bracket, or mast arm, which, mounted on the standard, supports the luminaire.

**Owner** – City of Sierra Madre, California.

**Prompt** – The briefest interval of time required for a considered reply, including time required for approval by a governing body.

**Proposal** – See Bid.

**Reference Specifications** – Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date.

**Standard Plans** – “Standard Plans for Public Works Construction” or “SSPWC” – Latest edition of the Southern California Chapter of the American Public Works Association.

**State Standard Specifications (“SSS”)** – Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

**State Standard Plans (“SSP”)** – Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

**Storm Drain** – Any conduit and appurtenances intended for the reception and transfer of storm water.

**Tonne** – Also referred to as “metric ton” — Represents a unit of measure in the International System of Units equal to 1,000 kilograms.

**Work** – That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

**Working Days** – Any days, except: (1) Saturdays, Sundays, legal holidays on which Sierra Madre City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the CONTRACTOR, and provided in Subsection 6-6.1; and (3) days determined to be non-working in accordance with Section 6-3 “Time of Completion.”

## 1-3 ABBREVIATIONS

### 1-3.3 Institutions. *Add the following:*

These Standard Specifications incorporate by reference the list of commonly used institution terms in the edition of the “Standard Plans for Public Works Construction” (aka the Greenbook) with the following additions:

AGCA	Associated General CONTRACTORs of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction

## 1-4 UNITS OF MEASURE

### 1-4.1 General. *Add the following:*

When U.S. Standard Measures are not included in parenthesis, then the SI units shall control.

### 1-7 AWARD AND EXECUTION OF CONTRACT. *Add the following:*

**1-7.0 Investigation of Site Conditions.** Prior to submittal of the bid, Bidders must visit the site of work and complete their own investigations to satisfy themselves as to the existing conditions affecting the work to be done under these specifications. If the bidder chooses not to visit the site or conduct investigations, he will, nevertheless, be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

After the project is awarded, the CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information available to the CONTRACTOR and furnished by the Owner and shall immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the CONTRACTOR shall assume appropriate responsibility for such performance and may assume responsibility for the full costs for correction.

The CONTRACTOR shall make field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Engineer immediately.

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the CONTRACTOR shall move to other areas of work until such determinations are made at no cost to the City. No additional compensation will be allowed by reason of such temporary suspension of work, or modifications to work, except as noted in Section 3 of these Standard Specifications (“Changes in Work”) for specific items of work not included in the bid. Appropriate extension of item for completion may be allowed where justification in the opinion of the Engineer.

**1-7.1 General.** *Add the following:*

The City reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the AGENCY’s attorney within the time provided herein shall be cause, at the AGENCY’s option, for the annulment of the award and forfeiture of the bid security. In such event, the AGENCY may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the AGENCY’s option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder’s bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the AGENCY and the concerned Bidder.

The AGENCY reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the CONTRACTOR shall execute and return the following contract documents to the AGENCY:

- Contract Agreement (in duplicate)
- Faithful Performance Bond (in duplicate)
- Maintenance Bond (in duplicate)
- Payment Bond (in duplicate)
- Public Liability and Property Damage Insurance Certificate (two original)
- Additionally Insured Endorsement
- Workers’ Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

**1-7.2 Contract Bonds.** *Add the following:*

The PAYMENT BOND shall remain in force until thirty-five (35) calendar days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain

in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney.

## **SECTION 2 - SCOPE OF THE WORK**

**2-1 WORK TO BE DONE.** The City of Sierra Madre is requesting sealed bids from qualified firms and/or individuals for the removal of existing generator, demolition of existing pad and supply of one stationary ground mounted 150 kW diesel generator, construction of new pad per manufacturers recommended specifications. This specification outlines the requirements for providing complete, certified, licensed, operable and tested stationary diesel engine generator. The stationary generator shall be sound attenuated with a self-contained fuel system and voltage changeable distribution. Equipment and materials shall be of current design and ready for delivery, connection and operation.

The engine shall be equipped with the necessary devices to meet EPA Tier 4 regulations for the operation of a portable diesel generator. In addition, the engine generator shall have been factory-tested to ensure reliable operation at rated power.

The generator supplier shall have available factory test results and factory published Service, Operation & Maintenance Manual for the engine-generator set. The engines shall be filled with crankcase lube oil and radiator coolant as recommended by the engine manufacturer and/or as specified herein.

The engine generator set shall have posted operating instructions near the control panel and operating devices. Warning placards shall be visible at locations of customer access to live voltage parts and other electrical connection points.

Bids must include FOB destination and include all charges and sales/service taxes.

Any plan or method of work suggested by the AGENCY or the Engineer to the CONTRACTOR but not specified or required, if adopted or followed by the CONTRACTOR in whole or in part, shall be used at the risk and responsibility of the CONTRACTOR; and the AGENCY and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

**2-3 RIGHT-OF-WAY.** *Substitute the following:*

Rights-of-way, easements, or rights-of-entry for the Work will be provided by the AGENCY. Unless otherwise provided, the CONTRACTOR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The CONTRACTOR shall fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their representative subsidiaries, affiliates, members, director, officer, employees and agents, including parties that AGENCY contracts with (including other governmental agencies such as the California Department of Transportation) (collectively,

the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with these actions.

When the CONTRACTOR arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the AGENCY with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

## **2-5 CONTRACTOR’S EQUIPMENT AND FACILITIES.**

### **2-5.1 General.** *Add the following:*

The CONTRACTOR shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the CONTRACTOR or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The CONTRACTOR shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each workday.

## **SECTION 3 - CONTROL OF THE WORK**

### **3-3 SUBCONTRACTORS.** *Add the following:*

**3-3.1 General.** Each Bidder shall comply with the Public Contract Code including Sections 4100 through 4113. The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set for the in the Bid, as provided in 4104:

“(a) The name, and location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime CONTRACTOR in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime CONTRACTOR, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime CONTRACTOR’s total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime CONTRACTOR’s total bid or ten thousand dollars (\$10,000), whichever is greater.”

“(b) The portion of the work which will be done by each such subcontractor under this act. The prime CONTRACTOR shall list only one subcontractor for each such portion as is defined by the prime CONTRACTOR in his bid.”

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

The CONTRACTOR must obtain written consent of the City to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the CONTRACTOR a penalty of not more than ten (10) percent of the subcontract involved.

If subcontracted work is not being performed in a satisfactory manner, the City will notify the CONTRACTOR of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the CONTRACTOR's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

**3-3.2 Additional Responsibility.** The CONTRACTOR shall perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the CONTRACTOR with its own organization. "Specialty Items" will be identified by the AGENCY in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the CONTRACTOR, and subject to approval by the Engineer.

**3-3.3 Status of Subcontractors.** All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the CONTRACTOR. The CONTRACTOR will be held responsible for their work. The AGENCY will deal directly and solely with the CONTRACTOR and make all payments to the CONTRACTOR.

**3-4 AUTHORITY OF BOARD AND THE ENGINEER.** *Substitute the following:*

The Board has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The CONTRACTOR shall promptly comply with instructions from the Engineer or an authorized representative.

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of materials, equipment, or work; execution, progress or sequence of work; and interpretation of the Plans, Specifications, or other drawings. This shall be precedent to any payment under the Contract, unless otherwise ordered by the Board.

**3-7 CONTRACT DOCUMENTS.**

**3-7.1 General.** *Add the following:*

The CONTRACTOR shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work site prior to submitting the Bid.

Existing improvements visible at the Work site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed and disposed of by the CONTRACTOR.

The CONTRACTOR shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes “the Project was constructed in conformance with the Contract Documents.” Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the CONTRACTOR shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

**(a) Records of Construction Changes / As-Built.** CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these Plans and Specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the City Engineer.

Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes that Project was constructed in conformance with the Contract Documents.

Caution: The engineer preparing these Plans will not be responsible for, or liable for, unauthorized changes to or uses of these Plans. All changes to the Plans must be approved in writing by City Engineer.

### **3-7.2 Precedence of Contract Documents.** *Substitute the following:*

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits issued by jurisdictional regulatory agencies.

- 2) Change Orders and/or Supplemental Agreements; whichever occurs last.
- 3) Contract/Agreement
- 4) Addenda.
- 5) Bid/Proposal.
- 6) Special Provisions.
- 7) Plans.
- 8) Notice Inviting Bids
- 9) Instructions to Bidders
- 10) Standard Plans.
- 11) Standard Specifications.
- 12) Reference Specifications.

### **3-8 SUBMITTALS.**

*[If additional Working Drawings are required that are not shown on Table 3-8.2, add the following Section 3-8.2]*

#### **3-8.2 Working Drawings.** *Add the following:*

Working drawings are required in the following subsections in addition to those shown on Table 3-8.2:

*[add table of additional working drawings, if applicable]*

Working drawings listed above as Items (*List Items*) shall be prepared by a Civil or Structural Engineer registered by the State of California.

*[If additional Shop Drawings are required that are not shown on Table 3-8.2, add the following Section 3-8.3]*

#### **3-8.3 Shop Drawings.** *Add the following:*

In addition to the requirements of Table 3-8.3, shop drawings shall be required as specified in these Special Provisions, Part 2 through Part \_\_.

*[The Greenbook specifies that the Engineer will provide surveying and construction staking. If the contractor is required to provide the construction staking, add the following Section 3-10 and related subsections]*

### **3-10 SURVEYING.** *Substitute the following:*

**3-10.1 General.** The CONTRACTOR will provide all necessary construction surveying, staking or markings for locating the limits of construction and shall comply with the provisions of 2-9 of these Standard Specifications. The CONTRACTOR shall bear all costs for restaking or marking.

Construction surveys shall be done only under the direction of the Engineer by a Registered (licensed) Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. The AGENCY will provide available record map information. The

CONTRACTOR is responsible for obtaining all necessary record maps, centerline ties and survey notes from Los Angeles County.

The CONTRACTOR and his surveyor shall provide the Engineer with a copy of the constructing staking field notes used to construct the improvements. In addition the CONTRACTOR shall also prove a plot of the improvements to be constructed based on the surveyor's construction staking and markings prior to the installation of the improvements. The plot shall be the same scale as the improvement plans.

**3-10.2 Permanent Survey Markers.** The CONTRACTOR shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks.

The CONTRACTOR shall protect existing survey monuments, if any exist within the work limits, during the entire project. Asphalt overlaying of existing survey monuments in the roadway will not be permitted. In the event a surveyed monument lies within an area to be cold planed, removed or reconstructed, the CONTRACTOR shall immediately notify the AGENCY's representative and protect said monument until the monument is relocated.

The CONTRACTOR shall reestablish destroyed survey monuments at the CONTRACTOR's expense.

The Engineer, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The CONTRACTOR shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer or the owner on Private Contracts. The CONTRACTOR shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the CONTRACTOR shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified.

**3-10.3 Line and Grade.** The CONTRACTOR shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the CONTRACTOR shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

All work shall conform to the lines, elevations, and grades shown on the Plans.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the CONTRACTOR shall be responsible for any error in the grade of the finished work.

Grades for underground conduits will be set at the surface of the ground. The CONTRACTOR shall transfer them to the bottom of the trench.

**3-10.4 Survey Service.** The Engineer will oversee surveying adequate for construction. The CONTRACTOR shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the CONTRACTOR at his expense.

The CONTRACTOR shall notify the Engineer in writing at least 2 working days before survey services take place for the laying out of any portion of the Work. The CONTRACTOR shall dig all holes necessary for line and grade stakes.

Unless otherwise specified, stakes will be set and stationed by the CONTRACTOR for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

### **3-12 WORK SITE MAINTENANCE**

#### **3-12.1 General.** *Add the following:*

The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR's Bid.

Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

#### **3-12.1.1 Vermin Control.** *Add the following:*

At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the CONTRACTOR as part of the Work within the Contract time, and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The CONTRACTOR shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

#### **3-12.3 Noise Control.**

*None*

#### **3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP).** *Add the following:*

CONTRACTOR shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the latest edition of the *California Storm Water Best Management Practices Handbook*, available from California Stormwater Quality Association (CSQA), and online at <http://www.cabmphandbooks.net/>. The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

If construction will occur between October 1 and April 15 (**considered as the rainy season**), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs)

implemented during the AGENCY's rainy season shall include but not be limited to those appropriate for wet weather conditions.

**(a) Storm Water Pollution Prevention Measures.** All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the AGENCY's representative in each instance. No responsibility shall accrue to the AGENCY as a result of the plan or as a result of knowledge of the plan. All work installed by the CONTRACTOR in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the AGENCY's representative.

**(b) Storm Water Pollution Prevention – Measurement And Payment.** Unless otherwise indicated in the Special Provisions, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

### **3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.**

**3-13.1 Completion.** Add the following:

The Work will be inspected by the Engineer for acceptance upon receipt of the CONTRACTOR's written assertion that the Work has been completed.

**3-13.3 Warranty.** *Add the following:*

All work shall be warranted by the CONTRACTOR against defective workmanship and materials for a period of 1 year from the date the Work was completed. The CONTRACTOR shall replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the CONTRACTOR fails to make such replacement or repairs within the time specified in the notice, the AGENCY may perform this work and the CONTRACTOR's sureties shall be liable for the cost thereof.

## **SECTION 4 - CONTROL OF MATERIALS**

**4-1 GENERAL.** *Add the following:*

Used or secondhand materials, parts, and equipment may be used only if permitted by the Specifications.

The CONTRACTOR and all subcontractors, suppliers, and vendors shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The CONTRACTOR, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one-year period, the CONTRACTOR shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The CONTRACTOR shall defend, indemnify, and hold the AGENCY, its officers, agents, and

employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The CONTRACTOR shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineers' written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the AGENCY shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the CONTRACTOR as the AGENCY may deem just and reasonable.

**4-2 PROTECTION.** *Add the following:*

The CONTRACTOR shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The CONTRACTOR shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, catch basins, catch basin screens, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the CONTRACTOR's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the CONTRACTOR, shall be restored by the CONTRACTOR to their original or better condition at the CONTRACTOR's expense.

The CONTRACTOR shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, and curb markings shall also be considered as existing improvements and the CONTRACTOR shall repaint or replace, at the CONTRACTOR's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

All restoration of existing improvements must occur within the construction completion date, unless directed otherwise by the City Engineer.

Maintenance of street and traffic signal systems that are damaged, temporarily removed or relocated shall be done in conformance with the Contract Documents.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to CONTRACTOR's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The CONTRACTOR shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way which are designated for removal and would be destroyed because of the Work.

All costs to the CONTRACTOR for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be the responsibility of the CONTRACTOR.

*[For inspection of special items at the source, add the following to*

**4-3 INSPECTION** *Add the following:*

**4-3.1 General.** *Add the following:*

The following special items of equipment are subject to inspection at the source:

[List specialty items here]

*[For Testing of Materials that will be paid by the Agency, add the following to Section 4-4]*

**4-4 TESTING.**

The AGENCY will bear the cost of testing the following material and/or workmanship:

*None*

CONTRACTOR shall be responsible for calling the Project Engineer for testing and inspection of the above items (48) hours in advance. Work not properly tested and inspected will be subject to rejection.

**4-6 TRADE NAMES.**

Along with information supplied by the CONTRACTOR regarding equivalency of the proposed item, the CONTRACTOR shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an “or equal” item which were not identified by the CONTRACTOR with his/her submittal shall be cause for rejection of the “or equal” item. CONTRACTOR shall be due no additional compensation in time or money for acceptance or rejection of a proposed “or equal” item and subsequent replacement with the item specified. CONTRACTOR shall pay cost to AGENCY for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an “or equal” item.

*Add the following Section 4-9:*

**4-9 CONSTRUCTION MATERIALS DISPUTE RESOLUTION (Soils, Rock Materials, Concrete, Mortar and Related Materials, Masonry Materials, Bituminous Materials, Rock Products, and Modified Asphalts).** In the interest of safety and public value, whenever credible evidence arises to contradict the test values of materials, the AGENCY and the CONTRACTOR will initiate, an immediate and cooperative investigation. Test values of materials are results of the materials’ tests, as defined by these Specifications or by the special provisions, required to accept the Work. Credible evidence is process observations or test values gathered using industry accepted practices. A contradiction exists whenever work acceptance or performance becomes suspect. The investigation shall allow access to all test results, procedures, and facilities relevant to the disputed work and consider all available information and, when necessary, gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. If the cooperative investigation reaches any resolution mechanism acceptable to both the AGENCY and the CONTRACTOR, the contradiction shall be considered resolved and the cooperative investigation concluded.

Whenever the cooperative investigation is unable to reach resolution, the investigation may then either conclude without resolution or continue by written notification of one party to the other requesting the implementation of a resolution process by committee. The continuance of the investigation shall be contingent upon recipient's agreement and acknowledged in writing within 3 calendar days after receiving a request. Without acknowledgement, the investigation shall conclude without resolution. The committee shall consist of three State of California Registered Civil Engineers. Within 7 calendar days after the written request notification, the AGENCY and the CONTRACTOR will each select one engineer. Within 14 calendar days of the written request notification, the two selected engineers will select a third engineer. The goal in selection of the third member is to complement the professional experience of the first two engineers. Should the two engineers fail to select the third engineer, the AGENCY and the CONTRACTOR shall each propose 2 engineers to be the third member within 21 calendar days after the written request notification. The first two engineers previously selected shall then select one of the court proposed engineers in a blind draw.

The committee shall be a continuance of the cooperative investigation and will re-consider all available information and if necessary, gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. The committee will focus upon the performance adequacy of the material(s) using standard engineering principles and practices and to ensure public value, the committee may provide engineering recommendations as necessary. Unless otherwise agreed, the committee will have 30 calendar days from its formation to complete their review and submit their findings. The final resolution of the committee shall be by majority opinion, in writing, stamped and signed. Should the final resolution not be unanimous, the dissenter may attach a written, stamped, and signed minority opinion.

Once started, the resolution process by committee shall continue to full conclusion unless:

1. Within 7 days of the formation of the committee, the AGENCY and the CONTRACTOR reach an acceptable resolution mechanism; or
2. Within 14 days of the formation of the committee, the initiating party withdraws its written notification and agrees to bear all investigative related costs thus far incurred; or
3. At any point by the mutual agreement of the AGENCY and the CONTRACTOR.

Unless otherwise agreed, the CONTRACTOR shall bear and maintain a record for all the investigative costs until resolution. Should the investigation discover assignable causes for the contradiction, the assignable party, the AGENCY or the CONTRACTOR, shall bear all costs associated with the investigation. Should assignable causes for the contradiction extended to both parties, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation substantiate a contradiction without assignable cause, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation be unable to substantiate a contradiction, the initiator of the investigation shall bear all investigative costs. All claim notification requirements of the contract pertaining to the contradiction shall be suspended until the investigation is concluded.

## **SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES**

**5-2 SPECIAL NOTICES.** *Add the following:*

**5-2.1 Mandatory Notification Prior To Excavation.** The CONTRACTOR's attention is direct to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) ("Digalert") shall be notified by phone, toll free 1-800-422-4133, or 811, for the assignment of an Inquiry Identification Number.

Construction CONTRACTOR shall contact all utility companies at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation.

The known public utilities contacts are:

City of Sierra Madre, Public Works Inspector (626) 355-7135

The CONTRACTOR shall coordinate construction with public utility relocation activities.

The existing subsurface utilities shown have been indicated, based on the best available record information. However, to avoid or resolve any interference problems between these existing utilities and the proposed work, the CONTRACTOR shall field verify the vertical and horizontal locations of all utilities, such as water lines and water services, electronic conduits, telephone and television cable, storm drain facilities, and all other facilities and obstructions prior to beginning any excavations. If conflicts exist, revised grades and/or alignments may be established, if required. **Such field verification shall require exposing these utilities prior to the start of construction.**

Special reference is hereby made to Section 4-2, "Protection," of the Standard Specifications with respect to the protection, repair, and replacement of existing subsurface utilities.

Additionally, the CONTRACTOR shall also notify the following local entities of his/her schedule fourteen (14) days prior to commencing work, including local refuse collectors, street sweepers, the Post Office, Public Schools, and Bus Companies:

*[Add the affected entities and/or representatives and phone numbers, such as Waste Management, Post Office, Schools, Transportation Agencies, Street Sweeping, etc.]*

**No excavation shall commence unless the CONTRACTOR has obtained the USA Inquiry Identification Number.**

**5-1.2 Accuracy of Utilities Information.** The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The CONTRACTOR shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations, and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is

shown on the plans, is damaged by the CONTRACTOR, the CONTRACTOR shall repair the line and bear the cost thereof.

CONTRACTOR shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the CONTRACTOR damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the CONTRACTOR prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the CONTRACTOR shall make repairs under the provisions for changes and extra work contained in **2-7 CHANGES INITIATED BY THE AGENCY** of the Standard Specifications.

#### **5-4 INSURANCE.**

##### **5-4.1 General.** *Add The following:*

CONTRACTOR and AGENCY agree that AGENCY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement, which includes but is not limited to, contracts with other governmental agencies such as the California Department of Transportation, which are necessary for the AGENCY to enact this Agreement or from contracts with other parties or governmental agencies, which are necessary for the AGENCY to enact this Agreement.

CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage

does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement, or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

## **SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK**

**6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.** *Add the following:*

**6-1.3 Pre-Construction Meeting and Submittal.** A pre-construction meeting will be conducted by the City prior to commencement of construction at a time and place designated by the City. Those attending the meeting shall include, but not be limited to, the following:

- a. The CONTRACTORs representative(s)
- b. Sub-CONTRACTORs representative(s), if needed
- c. City of Sierra Madre Director of Public Works
- d. The Design Engineers
- e. The Construction Engineers
- f. The affected utility companies' representatives
- g. City of Sierra Madre Public Works Inspectors
- h. Caltrans' inspector and/or representative(s)

**One week prior to this meeting the CONTRACTOR shall submit the following:**

1. Construction Schedule
2. Traffic Control Plan
3. Emergency Contact List
4. List of Subcontractors
5. Storm Water Pollution Prevention Plan (SWPPP)

**6-1.4 Emergency Contact List.** The CONTRACTOR shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached 24 hours a day.
3. Address of the nearest office of the CONTRACTOR, if any, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the CONTRACTOR's main office and the name and telephone number of the person at that office familiar with the project.

**6-2 PROSECUTION OF WORK.** *Add the following:*

As soon as possible under the provisions of the Specifications, the CONTRACTOR shall backfill all excavations and restore to usefulness all improvements existing prior to the start of the Work.

The CONTRACTOR shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained.

**6-2.1 Traffic and Access.** The CONTRACTOR's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 90 m (300 feet), shall be maintained unless otherwise approved by the Engineer.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the CONTRACTOR shall immediately clear the street and driveways and provide and maintain access.

The CONTRACTOR shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

The CONTRACTOR will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review one week prior to the pre-construction meeting.

If traffic control on the project shall be implemented by a sub-contractor, such subcontractor must specialize in Traffic Control and be approved by the City Engineer.

The CONTRACTOR shall include in its Bid all costs for the above requirements.

**6-2.1.1 Notification to the Public.** Affected properties will be determined by the Engineer and are, in general, those properties that fall within 500 feet of the limits of the work. CONTRACTOR shall remain aware of all adjacent property owners and take all steps necessary to minimize

construction impacts and disturbances to all affected property owners. The CONTRACTOR is required to distribute the approved public notice to property owners one week prior to roadway construction. CONTRACTOR shall be responsible for all costs associated with these tasks and responsibilities in the various contract bid items.

The CONTRACTOR is required to notify the City by e-mail that public notices have been distributed. The e-mail shall be addressed to the City representative(s) designated during the pre-construction meeting. The e-mail shall be sent to the City no later than 8 a.m. on the day following distribution of the notices. The e-mail notification to the City shall contain a map showing the limits of distribution and the dates and times distributed. A separate e-mail shall be sent for each distribution. The City will use the information on the e-mails to verify that the distribution has been performed. If the distribution is not verified by the City, the City will e-mail to the CONTRACTOR's representative the locations which must be redistributed with the new information. The CONTRACTOR shall not perform work in the distribution area without e-mail notification of verification by the City of the distribution.

The CONTRACTOR shall submit a sample of a public notice for review and approval by the Engineer. The CONTRACTOR shall provide changes as directed by the City representative and submit final draft for approval.

The CONTRACTOR shall furnish and place "No Parking" signs, 12"x18" minimum size, approved by the Engineer, along the street in front of every residence and/or business affected by the work, two (2) working days in advance of any work. In rural areas, the signs shall be placed at a spacing not exceeding 400 feet. The signs shall include the day and time during which parking is prohibited. Parking restrictions shall be limited to the intervals between 8 a.m. to 5 p.m. to allow parking during the night. The CONTRACTOR shall remove these signs immediately when they are no longer needed.

If the work is delayed or rescheduled for any reason after placement of "No Parking" signs, the CONTRACTOR shall re-date the signs affected and re-notify the residents and businesses of the change via a new "door-knob" notice. If the work is delayed more than five days, the CONTRACTOR shall remove the signs and place re-dated signs two (2) days in advance of the work.

**6-2.1.2 Notification to the Public Agencies.** The CONTRACTOR shall notify the following Agencies 48 hours prior to working in the area within the City of Sierra Madre unless otherwise noted:

City of Sierra Madre Public Works	(626) 355-7135
City of Sierra Madre Police Department	(626) 355-1414
City of Sierra Madre Fire Department	(626) 355-3611

**6-2.1.3 Parking Restrictions and Posting for Tow Away.** No Parking signs, posted by the CONTRACTOR, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular

restriction shall be printed or attached below the above-mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording “No Parking” are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the CONTRACTOR. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the CONTRACTOR for a period of 72 hours prior to the restrictions becoming effective. The CONTRACTOR may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the CONTRACTOR shall promptly and completely remove and dispose all signs, stakes, and barricades. The CONTRACTOR shall promptly reset or replace all damaged or defective signs.

The CONTRACTOR shall be fully responsible for the adequate removal of all parked cars. The CONTRACTOR shall coordinate the removal of all vehicles with the Sheriff Department. The CONTRACTOR shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the CONTRACTOR shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the CONTRACTOR’s failure to perform the requirements of this section, the CONTRACTOR shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER.

**6-2.1.4 Storage of Equipment and Materials in Public Streets.** Construction materials shall not be stored in streets, roads, or highways for more than 5 days after unloading. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the CONTRACTOR at its expense unless authorized additional storage time.

Construction equipment shall not be stored at the Work site before its actual use on the Work nor for more than 5 days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

**6-2.1.5 Street Closures, Detours, Barricades.** The CONTRACTOR shall comply with all applicable State, County and City requirements for closure of streets. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flag persons, and watchpersons. The CONTRACTOR shall be responsible for compliance with additional public safety requirements

which may arise. The CONTRACTOR shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.

At least 48 hours in advance of closing, partially closing or reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, Traffic and Engineering Departments, and comply with their requirements. Deviations must first be approved in writing by the Engineer.

The CONTRACTOR shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering “signs” as set forth in the Traffic Manual published by the California Department of Transportation. This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

All traffic control barricades, signs and devices used by the CONTRACTOR shall, as a minimum, conform to the latest edition of the “California Manual on Uniform Traffic Controls Devices” (“MUTCD”). Channelization devices shall be spaced no greater than fifty (50) feet apart. The CONTRACTOR shall take additional precautions as he/she may find necessary under the circumstances.

Should the CONTRACTOR fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the AGENCY will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the CONTRACTOR directly.

Full street closures will not be allowed without City Council approval.

All costs involved in the CONTRACTOR’S prosecution of the Work shall be included in the Bid.

**6-2.2 Daily Reports.** The CONTRACTOR shall complete a Daily Report indicating manpower, work performed, major equipment used and on standby (itemized separately), subcontractors, and similar items involved in the performance of the Work. The Daily Report shall be completed on forms prepared by the CONTRACTOR and acceptable to the Engineer and shall be submitted to the City Inspector weekly.

### **6-3 TIME OF COMPLETION**

#### **6-3.1 General.** *Add the following:*

The CONTRACTOR shall complete the Work within the number of Working days specified in **B1.03 of Section B - Instructions to Bidders** after the Notice to Proceed.

*Add the following:*

**6-3.3 Working Day.** A working day is any day within the period between the start of the Contract time as defined in 6-1.2 and the date provided for completion, or upon field acceptance by the Engineer for all work provided for in the Contract, whichever occurs first, other than:

1. Saturday,
2. Sunday,
3. any day designated as a holiday by the AGENCY,

4. any other day designated as a holiday in a Master Labor Agreement entered into by the CONTRACTOR or on behalf of the CONTRACTOR as an eligible member of a CONTRACTOR association,
5. any day the CONTRACTOR is prevented from working at the beginning of the workday for cause as defined in 6-4.1,
6. any day the CONTRACTOR is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in 6-4.1.

The CONTRACTOR's activities involving work which requires street closure, detours, and barricades shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the CONTRACTOR shall not perform any Work on Saturday, Sunday, or on AGENCY-designated holidays. AGENCY-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the CONTRACTOR.

Failure of the CONTRACTOR to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine.

**TABLE 1 – AGENCY-DESIGNATED HOLIDAYS**

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

### 6-3.4 Restrictions on closure of traffic lanes:

No contractual work shall be performed in the public Right-of-Way during the first week of school unless approved by the City Engineer.

- A. All traffic lanes shall be open for public use on the days and at the times specified below, unless approved otherwise by the City Engineer:
  - 1. Saturdays, Sundays and AGENCY designated holidays: from 12:01 a.m. to 11:59 p.m.
  - 2. Fridays and any days preceding an AGENCY designated holiday: from 3:00 p.m. to 11:59 p.m.
  - 3. *[List other days, if needed]*
  - 4. Non-construction hours: all hours when the CONTRACTOR's employees are not physically present at the construction site actively performing contract work.
- B. On those days and hours when closure of traffic lanes is not prohibited under the provisions of the preceding subparagraph A, no more than one travel lane may be closed at any time during construction hours. During any lane closure, Type II flashing arrow boards shall be used in accordance with the 2012 California MUTCD.
- C. Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in Paragraph A. Under no circumstances shall traffic signal be placed in flash operation without prior approval from the Project Engineer. Traffic signal will be only placed in flash operation by City personnel. CONTRACTOR shall contact the Project Engineer at least two (2) working days in advance to coordinate traffic signal service.

### 6-4 DELAYS AND EXTENSIONS OF TIME.

#### 6-4.4 Written Notice and Report. *Add the following:*

Whenever the CONTRACTOR foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the CONTRACTOR regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The CONTRACTOR shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

### 6-7 TERMINATION OF THE CONTRACT FOR DEFAULT.

#### 6-7.1 General. *Add The following:*

If the CONTRACTOR fails to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain the Work schedule which will insure the AGENCY's interest, or, if the CONTRACTOR is not carrying out the intent of the Contract, the AGENCY may serve written notice upon the CONTRACTOR and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

**6-9 LIQUIDATED DAMAGES.** *Add the following:*

The CONTRACTOR agrees to forfeit and pay the AGENCY the amount of **Five Hundred Dollars (\$500.00)** per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the 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 AGENCY for losses that are difficult to measure and that such damages are not a penalty.

The AGENCY's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the CONTRACTOR to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the AGENCY to terminate this agreement.

## **SECTION 7 - MEASUREMENT AND PAYMENT**

### **7-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.**

**7-1.1 General.** *Add the following:*

The planimeter shall be considered an instrument of precision adapted to measurement of all areas.

### **7-3 PAYMENT**

**7-3.1 General.** *Add the following:*

The quantities listed in the Bid schedule will not govern final payment. Payment to the CONTRACTOR will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of 7-3.5.1.

At the expiration of 35 calendar days from the date of acceptance of the Work by the board, or as prescribed by law, the amount deducted from the final estimate and retained by the AGENCY will be paid to the CONTRACTOR except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

**7-3.2 Partial and Final Payment.** *Add the following:*

From each progress estimate, 10 percent will be deducted and retained by the AGENCY, and the remainder less the amount of all previous payments will be paid. After 50 percent of the Work has

been completed and if progress on the Work is satisfactory, the deduction to be made from remaining progress estimates and from the final estimate may be limited to \$500 or 10 percent of the first half of total Contract amount, whichever is greater.

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The AGENCY requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to CONTRACTOR. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the CONTRACTOR returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

**7-3.6 Stipulated Unit Prices.** *Add the following:*

Stipulated Unit Prices are unit prices established by the AGENCY in the Contract Documents.

**7-4 PAYMENT FOR EXTRA WORK.**

**7-4.1 General.** *Add The following:*

New or unforeseen work will be classified as “extra work” when the Engineer determines that it is not covered by the Contract Unit Prices or stipulated unit prices.

**7-4.2 Basis for Establishing Costs.**

**7.4.2.4 Other Items.** *Add the following:*

Invoices covering all such items in detail shall be submitted with the request for payment.

**7-5 PAYMENT FOR CHANGES REQUESTED BY THE CONTRACTOR.** *Add the following:*

Changes in the Plans and Specifications, requested in writing by the CONTRACTOR, which do not materially affect the Work, and which are not detrimental to the Work or to the interests of the AGENCY, may be granted by the Engineer. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand acceptance of such changes.

## **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

**8-6 BASIS OF PAYMENT.** *Substitute the following:*

All costs incurred in furnishing, maintaining, servicing, and removing field officers, laboratories, or bathhouse facilities required at the project site shall be included in the bid item for furnishing such facilities. If such facilities are required by the Plans or Specifications and no bid item is provided in the proposal, the costs shall be included in other items for which bids are entered. Such costs incurred in connection with offices and laboratories at plants shall be borne by the plant owners.

The first progress payment will not be approved until all facilities are in place and fully comply with the Contract Documents.

(End of Section)

## **SECTION G – SPECIAL PROVISIONS – PART 2 THROUGH 6**

### **SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT IN THE CITY OF SIERRA MADRE, CALIFORNIA**

The following Special Provisions describe materials, methods of construction, and measurement and payment for items of work that are unique to the project. These provisions supplement, amend, or replaced the requirements of the Standard Specifications for Public Works Construction (“SSPWC” or “Greenbook”). To the extent that anything in these Special Provisions conflicts with the terms or requirements of the SSPWC, these Special Provisions shall control.

*[The Consultant Engineer/Designer should organize these with the order/format of the Standard Specifications. The Project Manager should ensure that the format is complied with prior to acceptance.]*

*[Add Special Provisions to the following Parts of the Standard Specifications, as needed. Be sure to include a description of measurement and payment for each item of Work, such as “unless otherwise specified, no separate payment will be made for compliance with the provisions of this section,” or “all costs involved shall be absorbed in the CONTRACTOR’s overall bid for the project.”]*

#### **PART 2 – CONSTRUCTION MATERIALS**

#### **PART 3 – CONSTRUCTION METHODS**

**PART 4 - EXISTING IMPROVEMENTS – Existing improvements to the current Generator enclosure and appurtenances shall be protected during all phases of demolition and/or construction.**

#### **PART 5 – PIPELINE SYSTEM REHABILITATION – N/A**

**PART 6 – TEMPORARY TRAFFIC CONTROL – A Traffic Control Plan shall be submitted for approval if traffic is to be obstructed during any phase of demolition and/or construction.**

*(End of Section)*

## **APPENDIX I**

### **SUPPLY AND INSTALLATION OF STATIONARY GROUND MOUNTED DIESEL GENERATOR IN THE CITY OF SIERRA MADRE, CALIFORNIA**

## **APPENDIX II**

### **SIERRA MADRE AQUATIC CENTER POOL DECK REPAIR AND POOLS (2) REPLASTER PROJECT IN THE CITY OF SIERRA MADRE, CALIFORNIA**

#### **SCOPE OF WORK**

This project consists of various improvements to the City of Sierra Madre Aquatic Center existing pools located at 611 E. Sierra Madre Blvd, Sierra Madre, CA 91024. Work relating to the existing pools includes re-plastering and re-tiling or preserving existing historical tiling, providing new gutter tile and gutter grates, repairing cracks and/or rust in pools shells, refinishing of all grabrails and handrails. Work relating to the deck includes removal and replacement of perimeter pool deck of large pool, Six (6) feet from edge of pool, or as needed for repair, perimeter expansion joint replacement, deck slot drain replacement.

#### **WORK BY OWNER**

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract, or other construction contracts on the project site or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

#### **WORK UNDER SEPARATE CONTRACTS**

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

#### **COORDINATION WITH OCCUPANTS**

- A. Partial Owner Occupancy: Owner and Lessee will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner and Lessee during construction operations to minimize conflicts and facilitate Owner and Lessee usage. Perform the Work so as not to interfere with Owner's and Lessee's operations to the maximum extent practicable.
- B. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from City and authorities having jurisdiction.
  - 2. Provide not less than [72] hours' notice to Owner of activities that will affect City and Lessee's operations.

#### **3. COORDINATION WITH NEARBY RESIDENTS AND BUSINESSES**

A. Notification: Contractor shall create and distribute handouts to all residences and businesses adjacent to work areas. Information shall include the anticipated dates of the work, company name, contact person and phone number, and statement that any concerns regarding private property damage must be brought to the Contractor's attention within thirty (30) days of construction date of work. 1

B. WORK RESTRICTIONS A. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise indicated.

1. Sunday and Holiday Hours: Not permitted.
2. Early Morning Hours: Not permitted.
3. Hours for Utility Shutdowns: Not acceptable
4. Hours for Noise and Vibration: 7:00 a.m. and before 7:00 p.m.
5. Holiday work not permitted.

6. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or Lessee or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

A. Notify City not less than two days (48 hours) in advance of proposed utility interruptions.

B. Obtain City's written permission before proceeding with utility interruptions.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with City. ,

1. Notify City not less than two days (48 hours) in advance of proposed disruptive operations.

2. Obtain City's written permission before proceeding with disruptive operations. All utility shutdowns shall be scheduled with the City in accordance with the following:

a. Minimum two days (48 hours) notice is required for all utility shutdowns. Utility shutdowns shall be performed when acceptable to the City. Emergency shutdowns will be managed by the City's Facilities department on an individual basis.

b. Utility shutdowns request form shall be filled out by the Contractor for each required shutdown and submitted to the City.

c. Signage is required to be posted at the locations in the buildings where the shutdown will occur.

#### LARGE POOL DECK REMOVE AND REPLACE:

18. All work to be done per Los Angeles County Department of Public Health, Environmental Health Division, Recreational Waters Program (December 2024 version) specifications, including all permitting, inspections, and approval.
19. Install a new pool deck, six (6) feet from edge of pool or as necessary. Install new coping using masonry materials, including site preparation, material delivery, installation, and cleanup.
20. Protect the site using tarps, plywood, or plastic sheeting to protect surrounding areas that are not under construction.
21. Demolition, removal, and disposal of all construction debris materials.
22. Disconnect and cap any plumbing or electrical lines that run through the deck areas.
23. Remove all necessary existing decking and coping, including concrete, pavers, or tile.

24. SPECIAL REQUIREMENT: Protect in place, or reuse of historical tiling in pools to the greatest extent practicable.
25. Excavate the deck area to the required depth for the sub-base.
26. Ensure the deck slopes away from the pool edge for proper drainage.
27. Install and compact a gravel or sand layer to provide a stable foundation and ensure proper drainage.
28. Install form boards to create the perimeter of the new concrete deck.
29. Install the coping around the perimeter of the pool beam, ensuring a slight overhang.
30. Mortar all coping into place.
31. Install expansion joints where the deck meets other structures to allow for natural movement.
32. Fill all joints with polymeric sand, mortar, or specialized sealant to lock the masonry into place and prevent weed growth..
33. Apply a masonry sealer to protect the surface from stains and weather damage
34. Clean the entire work area, including removing any excess mortar, and perform a final deck power wash (including deck that was not removed/replaced or repaired).

**LARGE AND SMALL POOL REPLASTERING:**

2. All work to be done per Los Angeles County Department of Public Health, Environmental Health Division, Recreational Waters Program (December 2024 version) specifications, including all permitting, inspections, and approval.

**END OF SECTION**

Section	ItemCode	ItemDesc	UnitOf	Quantity
Base Bid - General Bid Items		General Mobilization for all Phases of Project.	LS	1
		Large Pool Deck - Removal of existing pool deck and cantilevered gutter collection, 6' from edge of all pool walls	Sq Ft	1,900
Base Bid - General Bid Items		Large Pool Deck - Disconnect and cap any natural gas, plumbing, and/or electrical lines and hand railing that run through the deck areas	1	10
Base Bid - General Bid Items		Large Pool Deck - Remove all necessary existing coping, including concrete, pavers, or tile. (NOTE SPECIAL REQUIREMENT: protect in place, or reuse of, historical named tiling in pools to the greatest extent practicable)	LS	1
Base Bid - General Bid Items		Large Pool Deck - Excavate the deck area to the required depth for the sub-base	Sq Ft	1,900
Base Bid - General Bid Items		Large Pool Deck - Install and compact a gravel or sand layer to provide a stable foundation and proper drainage	Sq Ft	1,900
Base Bid - General Bid Items		Large Pool Deck - Install form boards to create the perimeter of new concrete deck	LF	290
Base Bid - General Bid Items		Large Pool Deck - Install the coping around the perimeter of the pool beam, ensuring a slight overhang	LF	290
		Large Pool Deck - Mortar all coping into place	LF	290
		Large Pool Deck - Install expansion joints where the deck meets other structures to allow for natural movement	LS	1
		Large Pool Deck - Reconnect all necessary plumbing or electrical lines and hand railing that was removed	1	10
		Large Pool Deck - Fill all joints with polymeric sand, mortar, or specialized sealant to lock the masonry into place and prevent weed growth	LS	1
		Large Pool Deck - Apply a masonry sealer to protect the surface from stains and weather damage.	LS	1
		Large Pool Deck - Clean the entire work area, including removing any excess mortar, and perform a final deck power wash (including deck that was not removed/replaced or repaired)	LS	1
		Large Pool Deck - Install all depth markings per code and replace, as needed, all sleeves for poles and equipment.	LS	1
		Large Pool Replaster - Disconnect and cap any railing, filter equipment, natural gas, plumbing, or electrical lines, pool lights, and other necessary equipment that run through the deck areas and pool shell	1	20
		Large Pool Replaster - Remove all necessary existing coping, including concrete, pavers, or tile. (NOTE SPECIAL REQUIREMENT: protect in place, or reuse of historical named tiling in pools to the greatest extent practicable)	LS	1
		Large Pool Replaster - Remove and replace plaster for pool floor and sides.	Sq Ft	30,000
		Large Pool Replaster - Reconnect all necessary plumbing or electrical lines, pool lights and hand railing that was removed	1	20
		Large Pool Replaster Reinstall or replace all necessary existing coping, including concrete, pavers, or tile. (NOTE SPECIAL REQUIREMENT: protect in place, or reuse of historical named tiling in pools to the greatest extent practicable)	LS	1
		Large Pool Replaster - Clean and prepare new plaster per County Requirements	Sq Ft	30,000

Small Pool Replaster - Disconnect and cap any railing, filter equipment, natural gas, plumbing, electrical lines, pool lights that run through the deck areas and pool shell.	1	10
Small Pool Replaster - Remove all necessary existing coping, including concrete, pavers, or tile. (NOTE SPECIAL REQUIREMENT: protect in place, or reuse of historical named tiling in pools to the greatest extent practicable)	LS	1
Small Pool Replaster - Remove and replace plaster for pool floor and sides.	Sq Ft	2,000
Small Pool Replaster - Reconnect all pool lights, and applicable plumbing or electrical lines and hand railing that was removed	1	10
Small Pool Replaster -Reinstall or replace all necessary existing coping, including concrete, pavers, or tile. (NOTE SPECIAL REQUIREMENT: protect in place, or reuse of historical named tiling in pools to the greatest extent practicable)	LS	1
Small Pool Replaster - Clean and prepare new plaster per County Requirements	Sq Ft	2,000

# Sierra Madre Community Recreation Center & Aquatic Center Lease Agreement

This Sierra Madre Community Recreation Center & Aquatic Center Lease Agreement (“AGREEMENT”) is made effective as of February 1, 2025, by and between the LESSOR and LESSEE described and defined below:

## 1. BASIC PROVISIONS

- 1.1 **LESSOR:** City of Sierra Madre, a California municipal corporation (“LESSOR” or “CITY”).
- 1.2 **LESSEE:** YMCA of Metropolitan Los Angeles, Pasadena Family Branch, a California non-profit corporation (“LESSEE”).
- 1.3 **LEASED PREMISES:** Sierra Madre Community Recreation Center and Aquatics Center, 611 E. Sierra Madre Blvd. Sierra Madre, California. A floor plan is attached showing the LEASED PREMISES.

## 2. AGREEMENT & LIMITATIONS

- 2.1 **GRANT OF AGREEMENT:** CITY/LESSOR hereby grants to LESSEE, an exclusive AGREEMENT to utilize the LEASED PREMISES for the purpose described in Section 5 (Operating Responsibilities) for the TERM of this AGREEMENT. The LEASED PREMISES shall be delivered and made available to LESSEE on the COMMENCEMENT DATE through the end of the TERMINATION DATE.
- 2.2 **CITY UTILIZATION:** The LESSEE agrees that the CITY/LESSOR reserves the right to use LEASED PREMISES for any CITY/LESSOR event or as needed for emergencies. CITY/LESSOR shall endeavor to provide at least 30 days’ prior written notice of LESSEE of the dates and the time for CITY’S/LESSOR’S use of LEASED PREMISES, unless in case of an emergency with the activation of the CITY’S/LESSOR’S Emergency Operations Center (EOC). In the case of an emergency and the activation of the EOC, the CITY/LESSOR may enter the building with or without notice to set up operations in conjunction with the EOC. If possible, the CITY/LESSOR will alert the LESSEE in person, by telephone or email. In non-emergencies, the CITY/LESSOR will gain access to the LEASED PREMISES 3 hours prior to the event.
  - 2.2.1 **RECREATION CENTER:** CITY/LESSOR shall have access to the Sierra Madre Room for up to eighty (80) hours per year. CITY/LESSOR shall notify the LESSEE thirty (30) days in advance. During the eighty (80) hours, the Sierra Madre Room shall be under full control of the CITY/LESSOR, and its use

will be subject only to CITY's/LESSOR's rules. The CITY/LESSOR, or event organizer, is responsible for setup and take down of the event.

**2.2.2 AQUATIC CENTER:** The LESSEE agrees to grant twenty-five (25) hours of supervised pool parties (with a certified lifeguard) to the CITY/LESSOR at no cost each year, on dates and at times determined by the CITY/LESSOR and LESSEE; including the 8th Grade Float the Boat event, the 5th Grade End-of-School party, Summer Movie Nights, the Library's Summer Reading Challenge; and the 4th of July After-Parade (with open swim at no cost). CITY/LESSOR shall endeavor to provide at least 30 days' prior written notice to LESSEE of the dates and time for CITY's/LESSOR's use of the pool. The event organizer will pay for the costs incurred by the lifeguard(s).

### **3. TERM & TERMINATION**

**3.1 TERM:** COMMENCEMENT DATE: ~~February 1, 2025~~ **April 22, 2025** \_MD\_\_\_\_  
TERMINATION DATE: **December 31, 2027**

**3.2 ANNUAL REPORT:** LESSEE agrees to provide an Annual Report to CITY/LESSOR by September 1st of each year, documenting and informing the City Council of respective programs, including: (1) the number and types of programs offered, (2) attendees per month, (3) staff trainings attended, (4) accident/incident and rescue reports submitted, (5) number of maintenance requests submitted to CITY/LESSOR, (6) number and character of public complaints/input received, and any additional information that CITY/LESSOR or LESSEE deems relevant for the Annual Report. Additionally, a consecutive Annual Report will be presented to the Community Services Commission (CSC) by October 31st providing further anticipated maintenance requests to be performed during the off-peak season.

**3.3 ANNUAL REVIEW:** The City Council will review the Annual Report and may terminate the AGREEMENT upon concluding its review, with the termination effective 60 days thereafter.

**3.4 OPTION TO TERMINATE:** Either party shall have the option to terminate the AGREEMENT at any time with six (6) months advance written notice ("TERMINATION NOTICE"), which TERMINATION NOTICE shall be effective upon the date the party receives the TERMINATION NOTICE. The TERMINATION NOTICE shall include the proposed termination date ("PROPOSED TERMINATION DATE"). Upon the PROPOSED TERMINATION DATE, LESSEE shall surrender all of its right, title and interest in and to the LEASED PREMISES to CITY/LESSOR as though said PROPOSED TERMINATION DATE was the TERMINATION DATE set forth in the

AGREEMENT and will remove any personal property not then granted to the CITY/LESSOR.

**3.5 EXTENSION:** This AGREEMENT may be renewed or extended with mutual consideration and AGREEMENT of the CITY/LESSOR and LESSEE for an additional two (2) year-term pursuant to the following process.

**3.5.1.** LESSEE may seek an extension of this AGREEMENT by submitting on or before **January 1 2027**, of the year before the TERMINATION DATE, a letter of intent requesting extension.

**3.5.2.** Within 30 days of receipts of the request, the CITY/LESSOR shall respond in writing to LESSEE setting forth its decision.

**3.5.3.** In the event LESSEE holds over beyond the TERM herein provided with the express consent of the CITY/LESSOR, such holding over shall be from month-to-month with a 10% increase automatically added to each month. Such holding over shall not be construed as a renewal of this AGREEMENT.

#### **4. NOTICE**

Notice for all communications pursuant to this AGREEMENT shall be given in writing to the respective Parties at the following addresses via e-mail, first class mail, or facsimile:

**LESSOR'S ADDRESS:** Attention: Ted Tegart,  
Community Services Manager  
232 W. Sierra Madre, CA 91024  
Email: TTegart@sierramadreca.gov  
Phone: (626) 355-7135

**LESSEE'S ADDRESS:** Attention: Mark Dengler  
4301 West 3rd Street  
Los Angeles, CA 90020-3089  
Email: markdengler@ymcala.org  
Phone: (213) 351-2200

#### **5. OPERATING RESPONSIBILITIES**

**5.1 RECREATION CENTER:** The LESSEE will address community needs by providing programs focused on youth development, healthy living and social responsibility.

**5.1.1.** The LESSEE agrees to develop and manage youth sports leagues, in partnership with the CITY/LESSOR and Pasadena Unified School District (PUSD). League practices and games are to be held at the Sierra Madre Middle School (SMMS)

Gymnasium. The CITY/LESSOR will enter into a Joint User Agreement (JUA) with PUSD for use of the SMMS gymnasium. Practices are to be held twice during the week, and games to be held on Saturdays. The LESSEE will offer member and non-member prices.

**5.2 AQUATIC CENTER:** In general, LESSEE agrees to operate the pool during potential peak times of use, including weekends and non-major holidays, and at times that are convenient to accommodate lap swimming, including before and after normal working hours. CITY/LESSOR agrees that ultimate hours of operation will be determined by the LESSEE based upon demand for programming by pool users subject to the following:

**5.2.1.** The LESSEE shall provide space in both the 33 1/3-yard pool and the wading pool for 1.5 hours of community Recreation Swim, Monday through Saturday from June 1 – August 15. Under the Get Summer Program, enrolled youth ages 12-18, and with a signed parent waiver, will pay \$0 for Recreation Swim from June 15-August 15 (free swim). Following the Pasadena Unified School District calendar, the respective summer vacation start dates (typically June) will open for Recreation Swim (1.5 hours, Monday through Saturday), however with a designated fee not to exceed \$5 per day. Additionally, the Saturdays in September will offer Recreation swim.

Children 9-11 years must be accompanied by a parent or guardian who is on site.

Children 8 years and under must have a parent or guardian in the water in a one-to-one ratio.

The fee per person, per day, for non-YMCA of Metro LA members participating in Recreation Swim will be no more than \$5 per day.

**5.2.2.** LESSEE shall provide the 33 1/3-yard pool for no less than three (3) hours of community Lap Swim to participants ages 14+, every day the facility is open – one (1) hour in the morning, one (1) hour at mid-day, and one (1) hour in the late afternoon, in addition to water aerobics, swim lessons, swim crew, Get Summer Program, Safety Around Water Week, and the Junior Lifeguard Program.

**5.2.3.** LESSEE will consider offering competitive swim, swim teams, or similar type opportunities pursuant to the request from the Community Services Commission, Aquatics Sub-Committee.

**5.2.4.** LESSEE agrees to offer non-member, day-use rates for all services listed above.

LESSEE may add or change services with CITY/LESSOR approval. CITY/LESSOR reserves the right to refuse additions or changes to services if the proposed additions or changes negatively impact community access to the LEASED PREMISES.

**5.3 NON-PROFIT STATUS:** The LESSEE will conduct its business as a non-profit, charity.

**5.4 RENTALS:** LESSEE shall be responsible for all rentals. Charges for rentals, deposits, and all other fees will go to LESSEE. LESSEE may charge different rates based on length and term of rental, and classification of rental (nonprofit vs. for profit). LESSEE agrees to designate a staff member to become a City Liaison for rentals to community groups.

**5.5 COMPLIANCE WITH LAWS:** LESSEE shall comply, at its own cost and expense, with all applicable laws, ordinances, codes, rules, regulations, orders, and other lawful requirements of the governmental bodies having jurisdiction, which are applicable to, or by reason of, LESSEE's particular use of the FACILITIES.

**5.6 SIGNS:** LESSEE shall not install permanent signs in the LEASED PREMISES or improvements thereon, unless prior written approval is obtained from the CITY/LESSOR and only in compliance with all local regulations.

**5.7 MAINTENANCE:** LESSEE shall be solely responsible for all daily and operational/routine maintenance and repair of building and all components.

**5.7.1.** LESSEE shall keep LEASED PREMISES free and clear of trash, litter, graffiti, debris or other matter which is unsafe or unsightly.

**5.7.2.** LESSEE shall provide CITY/LESSOR with a "MAINTENANCE REPORT" semi-annually on January 1 and July 1, detailing the maintenance work performed on the facility and dollar amount associated with the work performed. LESSEE shall also provide CITY/LESSOR with maintenance plans/records for LEASED PREMISES as requested.

**5.7.3.** CITY/LESSOR is responsible for the repair or replacement of capital items and improvements in an amount greater than \$5,000.00, as well as any and all costs related to the maintenance, capital improvement, or replacement of the elevator or lift. Any ambiguity regarding whether a particular expense constitutes a "maintenance expense" or a "capital expense" will be resolved by the City Manager or designee.

**5.7.4** LESSEE will provide pest/rodent control services on a monthly basis and will ensure compliance with local and state regulations.

**5.7.5.** CITY/LESSOR will provide maintenance for adjacent landscaping areas, excluding any maintenance on outdoor patio.

**5.7.6.** LESSEE agrees that any permanent improvement, repair, or replacement done within LEASED PREMISES by the LESSEE upon termination of the AGREEMENT will be owned by the CITY/LESSOR. LESSEE shall submit a request in writing to CITY/LESSOR for any improvements or repairs needed. LESSEE must inform CITY/LESSOR at least thirty (30) business days' prior for

city-managed repairs and maintenance; and receive approval from CITY/LESSOR fifteen (15) days before the LESSEE performs any such work to the LEASED PREMISES.

**5.7.7.** CITY/LESSOR will be able to access and/or close the building for any needed repairs with 10 business days' written notice.

**5.8 SAFETY:** LESSEE shall immediately notify CITY/LESSOR of any unsafe condition of the LEASED PREMISES, as well as any unsafe practices occurring thereon, whether under LESSEE's or a sublessee's operation. LESSEE shall cooperate fully with CITY/LESSOR in the investigation of any crime, injury or death occurring at the LEASED PREMISES, including a prompt report thereof to the City Manager or designee.

**5.8.1** For security, keys for and access to the LEASED PREMISES will only be held by LESSEE and the CITY/LESSOR. Third party access will be coordinated through the LESSEE if needed.

**5.9 NUISANCES AND ANNOYANCES:** LESSEE shall not use or permit the use of LEASED PREMISES for any purpose which would constitute a nuisance or unreasonable annoyance to adjacent properties, including, without limitation, live, recorded or broadcast entertainment or the use of loudspeakers or sound or light apparatus other than as may be required by law or necessary or advisable for safety purposes.

**5.10 CAPITAL IMPROVEMENTS:** LESSEE shall repair and replace the Aquatic Center's pool's pump during the Term of this Agreement at a cost not to exceed \$25,000.

**5.11 RATES:** LESSEE shall not charge a different rate for membership, rentals, or programs based on the city of residence of the member, renter, or participant.

## **6. AGREEMENT PAYMENTS, TAXES, AND FEES**

Beginning February 1, 2025, LESSEE agrees to pay to CITY/LESSOR, without demand, deduction or setoff, \$ 3,500 per month as rent in advance, by the fifth (5<sup>th</sup>) calendar day of each month during the TERM of this AGREEMENT. LESSEE is also responsible for any taxes, fees, and assessments including permits, sales or use taxes associated with LESSEE's use of the AGREEMENT PREMISES.

## **7. LESSEE RESPONSIBLE FOR UTILITIES**

LESSEE shall contract for and pay utility bills for telecommunications, cable television, water, gas, electric service, and any other utilities that are related to the operation of the LEASED PREMISES.

## **8. INSURANCE**

LESSEE shall, at its sole cost and expense, maintain the following insurance through companies rated no less than A: IX under Best's most recent rating guide:

**8.1 LIABILITY INSURANCE:** Commercial General Liability Insurance covering LESSEE's operations, including the use of the LEASED PREMISES by any sub-lessee, as set forth in this AGREEMENT with a combined single limit of \$2 million per occurrence/ \$4 million general aggregate. CITY/LESSOR shall be named as an additional insured with a provision providing CITY/LESSOR with not less than ten (10) days prior written notice of policy cancellation. In addition, LESSEE shall provide CITY/LESSOR with an "Additional Insured Endorsement" signed by the company issuing the policy or an authorized representative who has the authority to bind the insurance company.

CITY/LESSOR shall provide the YMCA with evidence of liability coverage naming YMCA of Metropolitan Los Angeles as an additional protected party, limited to the City's use of the LEASED PREMISES for designated City events.

**8.2 WORKERS COMPENSATION:** Workers Compensation Insurance covering all employees of LESSEE. Prior to the Commencement Date, LESSEE shall provide LESSOR with a valid enforceable certificate of insurance confirming the purchase of said insurance. LESSEE shall submit to LESSOR, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of LESSOR, its officers, agents, employees, and volunteers.

**8.3 AUTOMOBILE LIABILITY INSURANCE:** LESSEE shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the LESSEE arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

**8.4 PROPERTY INSURANCE:** CITY/LESSOR shall provide LESSEE with a valid, enforceable Certificate of Insurance confirming property coverage of LEASED PREMISES.

**8.5 DURATION OF COVERAGE:** LESSEE shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from in connection with the performance of the Work hereunder by LESSEE, its agents, representatives, employees, or subconsultants.

**8.6 PRIMARY/NONCONTRIBUTING:** Coverage provided by LESSEE shall be primary and any insurance or self-insurance procured or maintained by CITY/LESSOR shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY/LESSOR before the CITY'S/LESSOR'S own insurance or self-insurance shall be called upon to protect it as a named insured.

**8.7 ACCEPTABLE INSURERS:** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholder's Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Lessor's Risk Manager.

**8.8 WAIVER OF SUBROGATION:** All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY/LESSOR, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow LESSEE or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. LESSEE hereby waives its own right of recovery against CITY/LESSOR, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**8.9 REQUIREMENTS NOT LIMITING:** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the LESSEE maintains higher limits than the minimums shown above, CITY/LESSOR requires and shall be entitled to coverage for the higher limits maintained by LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY/LESSOR.

**8.10 NOTICE OF CANCELLATION:** LESSEE agrees to oblige its insurance agent or broker and insurers to provide to CITY/LESSOR with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**8.11 LESSOR'S RIGHT TO REVISE SPECIFICATIONS:** CITY/LESSOR reserves the right at any time during the TERM to change the amounts and types of insurance required by giving the LESSEE ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the LESSEE, the CITY/LESSOR and LESSEE may renegotiate LESSEE's compensation.

**8.12 TIMELY NOTICE OF CLAIMS:** LESSEE shall give CITY/LESSOR prompt and timely notice of claims made or suits instituted that arise out of or result from LESSEE's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

## **9. INDEMNITY**

LESSEE hereby agrees to defend, indemnify and hold harmless CITY/LESSOR, its City Council, officers, agents, volunteers and employees from any liability for property damage or for personal injury, including death, which may arise from LESSEE's use or any sublessee's use of LEASED PREMISES, except to the extent arising from CITY's/LESSOR's or its employees' or agents' gross negligence or willful misconduct. The parties agree that CITY/LESSOR, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorney's fees, litigation costs, or any other cost arising out of or in any way related to the performance of this AGREEMENT. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the CITY/LESSOR with the fullest protection possible under the law. The LESSEE acknowledges that CITY/LESSOR would not enter into this AGREEMENT in the absence of LESSEE's commitment to indemnify and protect CITY/LESSOR as set forth herein. LESSEE fully assumes the risk of any and all loss, damage or theft of LESSEE's property located at the LEASED PREMISES that arise out of its own neglect, or misconduct. This Section shall survive the termination of or withdrawal from this AGREEMENT.

CITY/LESSOR hereby agrees to defend, indemnify and hold harmless LESSEE, its officers, agents, volunteers and employees from any liability for property damage or for personal injury, including death, which may arise from the use of the CITY's/LESSOR's use of LEASED PREMISES, except to the extent arising from LESSEE'S or its employees' or agents' sole gross negligence or willful misconduct.

## **10. DEFAULT AND REMEDIES**

**10.1 DEFAULT:** The occurrence of any one or more of the following shall be deemed a "DEFAULT" by LESSEE or LESSOR and a material breach of this AGREEMENT.

(a) Nonpayment of Rent: LESSEE's failure to pay within three (3) days of the due date or to timely make any other monetary payment (including, but not limited to utilities) imposed under the terms of this AGREEMENT.

(b) Other Obligations: Either Party's failure to perform any other obligation under this AGREEMENT for fifteen (15) days when written notice from the nondefaulting party; however, if more than fifteen (15) days are reasonably required for cure, the defaulting party shall not be in DEFAULT hereunder if they shall promptly (and in any event within fifteen (15) days after the receipt of notice except in case of emergency) commence the cure of the DEFAULT and diligently prosecute the same to completion, so long as cure is substantially completed within thirty (30) days after receipt of CITY/LESSOR notice.

(c) Equipment: LESSEE's failure to notify CITY/LESSOR of any necessary repairs or improvements to be made to LEASED PREMISES equipment and/or failure to rectify any major equipment problems within five (5) business days after notice or approval from CITY/LESSOR.

**10.2 NO DEFAULT:** Closure of the LEASED PREMISES due to a federal, state, or local emergency order will not constitute a DEFAULT under this AGREEMENT. LESSEE shall not be responsible for any payments for the duration of such closure.

**10.3 REMEDIES:** In the event of a DEFAULT, CITY/LESSOR and LESSEE shall have the right to terminate this AGREEMENT, and/or exercise any other remedies that CITY/LESSOR or LESSEE may have under this AGREEMENT, or at law or in equity, by reason of the DEFAULT.

## **11. RECORDS**

LESSEE shall keep true and accurate books and records showing all of its income and expenses and business transactions in connection with this AGREEMENT in separate records of account in a manner reasonably acceptable to CITY/LESSOR, and CITY/LESSOR shall have the right through its representatives, and at all reasonable times, including any time during the five year period following the termination of the AGREEMENT, to inspect and audit such books and records including LESSEE's Federal and State income tax returns and Federal and State payroll tax reports. If CITY's/LESSOR's inspection or audit of LESSEE's records reveals that it has misreported the amount of actual revenue or disbursements by more than 5% within the relevant reporting period, LESSEE shall reimburse CITY/LESSOR for the cost of such inspection or audit.

## **12. SUBAGREEMENTS**

LESSEE shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of LESSEE's interest in the AGREEMENT, except as expressly permitted by the CITY/LESSOR in writing.

## **13. NO WARRANTY ON CONDITION OF LEASED PREMISES**

Prior to signing this AGREEMENT, LESSEE shall fully inspect the LEASED PREMISES and ask any questions regarding its condition and use. By signing this AGREEMENT, LESSEE shall be deemed to have inspected the LEASED PREMISES and accepted the LEASED PREMISES "as is" with no representation or warranty by CITY/LESSOR as to the condition of the LEASED PREMISES or the suitability of the LEASED PREMISES for LESSEE's proposed use. As of the date of signature on this AGREEMENT CITY/LESSOR is not aware of nor been informed of any dangerous conditions, defects or attractive nuisances in the LEASED PREMISES.

#### **14. WAIVER OF RESPONSIBILITY**

CITY/LESSOR shall not be liable for, and LESSEE waives, all claims for loss or damage to LESSEE's business or damage or injury to person or property sustained by LESSEE or any person claiming by, through or under LESSEE, resulting from any accident or occurrence in, on or about the AGREEMENT Area or any other part of the LEASED PREMISES except for those claims that arise out of CITY's/LESSOR's sole negligence, gross negligence or willful misconduct. To the maximum extent permitted by law, LESSEE agrees to use the LEASED PREMISES and to use such other portions of the Project as LESSEE is herein given the right to use, at LESSEE's discretion. LESSEE fully assumes the risk of any and all loss, damage or theft of LESSEE's property located at the Project that arise out of its own neglect, or misconduct.

#### **15. CAMPAIGN DISCLOSURE**

This AGREEMENT is subject to the Government Code Section 84308. LESSEE shall disclose any contribution in an amount of more than five hundred dollars (\$500) made within the preceding 12 months by the LESSEE or the LESSEE's agent.

#### **16. NONSOLICITATION**

CITY/LESSOR agrees that from the termination of this AGREEMENT and for a period of up to twenty four (24) months following the termination of this AGREEMENT that CITY/LESSOR shall not solicit any of LESSEE's employees, agents, customers, contractors, consultants, teachers, officers (which are valuable assets of LESSEE) for the purpose of engaging them to participate in any job, program, product, venture, partnership, consultancy, or business that in any way relates to LESSEE's business without LESSEE's express written consent.

#### **17. CASUALTY**

In the event any portion of the LEASED PREMISES is damaged by fire or other casualty, this AGREEMENT shall terminate at the option of CITY or LESSEE. All insurance proceeds shall be the exclusive property of CITY/ LESSOR.

**18. EXCLUSIVE USE** The Parties agree that LESSEE shall have exclusive use of the LEASED PREMISES 24 hours a day, 7 days a week, unless otherwise reserved for CITY/LESSOR purposes.

#### **19. MISCELLANEOUS PROVISIONS**

This AGREEMENT may be modified only in writing by CITY/LESSOR and LESSEE. This AGREEMENT is the only AGREEMENT between the parties hereto. All prior negotiations, representations and AGREEMENTs between the parties are merged herein. This AGREEMENT shall be governed by the laws of the State of California. The substantially prevailing party in any action arising out of this AGREEMENT in any action, at law or in equity, to enforce the terms of this AGREEMENT shall be entitled to

the reimbursement of its costs, litigation expenses and reasonable attorneys' fees from the losing party. If any provision in this AGREEMENT is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Waiver by CITY/ LESSOR of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. This AGREEMENT may be executed in counterparts.

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

“CITY/LESSOR”  
City of Sierra Madre

By:   
Signature

Printed: Jose Reynoso

Title: City Manager

Date: April 22, 2025

“LESSEE”  
YMCA of Metropolitan Los Angeles, Pasadena  
Family Branch

By:   
Signature

Printed: Mark Dengler

Title: COO

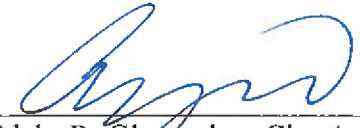
Date: ~~April 22, 2025~~ June 12, 2025

Attest:

By:   
Laura Aguilar, City Clerk

Date: April 22, 2025

Approved as to form:

By:   
Aleks R. Giragosian, City Attorney

Date: April 22, 2025

THE UNIVERSITY OF CHICAGO

1962

Handwritten signature or initials

Handwritten text or date



# Public Pool Renovation Plan Approval Requirements

**DEC 2024**

Los Angeles County  
Department of Public Health  
Environmental Health Division  
Recreational Waters Program



COUNTY OF LOS ANGELES  
**Public Health**

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## INTRODUCTION

Public pools, including swimming pools, spas, spray grounds, wading pools, and special purpose pools located at apartments, condominiums, gated communities, hotels and motels, public and private schools, health clubs, city and county parks, mobile home parks, resorts and organizations, medical facilities, and water theme parks are under the responsibility of the Los Angeles County Department of Public Health's Recreational Waters Program for plan review and approval. Public pools do not include individual therapeutic tubs or baths for cleaning the body that are drained and filled after each use, or pools at private single-family homes or dwellings with three units or fewer. This document contains basic requirements of the California pool code as well as requirements for submitting plans for a public pool in Los Angeles County.

### **Why are plans required?**

It is important for public health and safety that pools and their ancillary facilities that are being constructed or renovated are properly constructed. Plan reviews and approvals are a cost-effective way to ensure that public pools meet the applicable code requirements and are safe. The California Health and Safety Code, Title 22 of the California Code of Regulations, and Title 24, the California Building Code, provide the legal authority and requirements for the construction and operation of public pools.

### **When will the plans be reviewed?**

It is the goal of the Recreational Waters Program to provide effective and efficient service by completing the initial plan review of all plans within 20 business days.

### **Where can I get information?**

The Recreational Waters website has information, forms, and the fee schedule.

<http://www.publichealth.lacounty.gov/eh/inspection/pool-plan-check.htm>

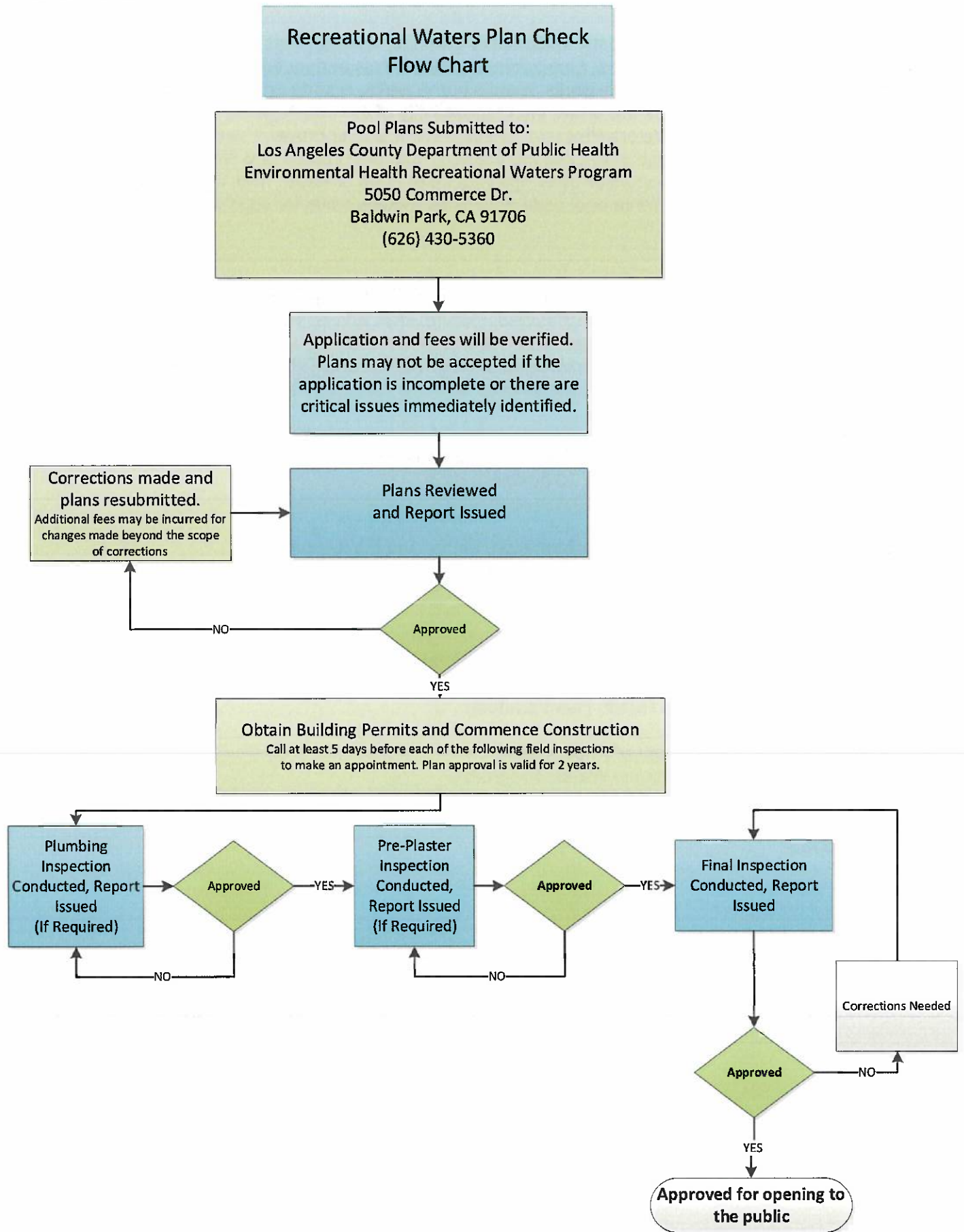
You may also call our main office at (626) 430-5360.

### **Where can plans be submitted?**

Effective February 1, 2023, the Division of Environmental Health is accepting electronic plan submittals in addition to the traditional paper plan submission. Plans are submitted to the Recreational Waters Program at the Environmental Health Headquarters:

Los Angeles County Department of Public Health  
Environmental Health, Recreational Waters Program  
5050 Commerce Dr.  
Baldwin Park, CA 91706  
(626) 430-5360

# Flow Chart



## GENERAL INFORMATION AND REQUIREMENTS

Any person proposing to renovate, alter, relocate, construct, reconstruct, or replace a public pool or change its ancillary facilities, mechanical equipment or related piping, is required to submit legible plans and specifications to the County of Los Angeles, Department of Public Health, Recreational Waters. Any time a dimension of a pool is changed it is considered a new pool. For new pool plan submittals, see the New Public Pool Plan Approval Requirements. Plan submittal is required for review and written approval prior to commencing the work and in advance of the issuance of any building, plumbing, or electrical permits.

Contractors must hold a valid California State Contractors License and work within the requirements of their classification as follows:

**C53 Pool Contractor, or an 'A' Engineering Contractor:** Licensed to build, replace, renovate, repair, and modify any pool.

**C61/D35:** Licensed to replace equipment and make repairs, including electrical, above ground plumbing, diving boards, and existing solar systems. Cannot resurface the pool, repair or replace underground plumbing, skimmers, or perform other work not listed above.

**C61/D35 and C36:** Licensed to perform the work of a C61/D35 contractor plus underground plumbing.

**C61/D35 and C35:** Licensed to perform the work of a C61/D35 contractor plus plastering.

**C46:** Licensed to perform solar system installation, modifications, and repairs.

A minimum of two complete sets of plans are required. One copy of the approved plans and specifications will be retained by the Recreational Waters Program. Plans and specification sheets should include all items listed in the plan submission requirements below.

The appropriate fee, paid to the County of Los Angeles, is required at the time of submission.

PLAN SUBMISSION AND PAYMENT		
<p>The Review/ Service Request, plans, supporting documents, and payment can be submitted in person, by mail, or electronically.</p> <ul style="list-style-type: none"> <li>If plans are submitting online, an invoice will be generated and emailed to you along with payment instructions.</li> <li><b>Do not submit your payment until you have received an invoice.</b></li> <li>Include your invoice number if paying by mail.</li> </ul>		
<p><b>IN-PERSON:</b> Submit plans and payment in person between the hours of 8:00 am - 4:30 pm, Monday through Friday, except for holidays, at:</p> <p><b>Environmental Health Headquarters 5050 Commerce Drive, Baldwin Park, CA 91706</b></p> <p>Acceptable forms of in-person payment include electronic, cash, check, cashier's check, or money order in the exact amount due.</p>	<p><b>ELECTRONICALLY:</b> Submit plans and payment online using Credit Card (Visa, MasterCard, American Express, or Discover), Debit Card, and Electronic Check (ECheck).</p> <p>Email to <a href="mailto:rhealth@ph.lacounty.gov">rhealth@ph.lacounty.gov</a> retrieve a secured email.</p> <p><b>Please note that there is an additional convenience fee charge using online payment.</b></p>	<p><b>MAIL:</b> Mail plans to the address below. An invoice will be generated and emailed to you along with payment instructions. Make Check, Cashier's Check, or Money Order payable to <b>County of Los Angeles</b>, and include your invoice number.</p> <p><b>Mail to: Environmental Health Headquarters 5050 Commerce Drive, Baldwin Park, CA 91706</b></p>

All equipment, materials, methods of construction, and design must be approved. All equipment must be installed per the manufacturer's instructions.

Any changes in plans or equipment must be approved by the Recreational Waters Program. Changes may require additional plan check fees and resubmittal of plans.

Pool plan approval does not authorize the violation of any law, ordinance, or regulation and final approval is subject to field inspection and evaluation. Written approval is required to open the pool for use.

Plan approvals are valid for a period of two years from the date of the stamp.

## PLAN SUBMISSION REQUIREMENTS

The following items are required to be included with the plan submission. Missing items may delay plan approval. See the requirements below and in the checklist in the Appendices.

1. A completed Service Request Application with the following information. The application form is available on the website and at our office.
  - A. Job Address - street number, city, zip code
  - B. Name, mailing address, email address, and telephone numbers of pool contractor and owner.
2. Required fee payable to the County of Los Angeles. See separate fee schedule.
3. Two sets of drawings. Drawings must include the job address and be drawn in a scale as appropriate for the project:
  - A. **DECK REPLACEMENT** - If the pool deck is being replaced, provide:
    - i. A simple top view drawing showing the length and width of the pool and scope of the deck replacement. If the enclosure is altered, see Change to Enclosure requirements.
    - ii. Surface material description. If other than concrete, a sample is required.
    - iii. Depth Marker and No Dive Symbol locations.
  - B. **RESURFACE** - If the pool is being resurfaced, provide:
    - i. A simple top view drawing showing the length and width of the pool.
    - ii. Resurfacing material and color (i.e., white plaster).
    - iii. Depth Marker depths and locations.
    - iv. Waterline tile (Contrasting, glossy smooth, easily cleanable)
    - v. Show the location of the contrasting tile on the floor at the 4 ½ ft. water depth. (Pools with a maximum water depth of 5 feet or less do not require a tile line).
    - vi. Ladder(s) at the deep end of the pool. (Pools with a maximum water depth of 4½ ft. or less are not required to have a ladder)
    - vii. Show the handrail(s) over the stairs with the distance from each step tread and deck to the top of the handrail.
    - viii. Coping detail if the pool coping is being replaced.
    - ix. If there is an existing diving board, provide scaled top and side view dimensions of the pool and diving board.
  - C. **EQUIPMENT CHANGE OR PLUMBING** – If any equipment is being changed, provide:
    - i. Year the pool was built.
    - ii. Volume of the pool.
    - iii. Make and model number of existing equipment and any new equipment that is being installed.
    - iv. Make and model of existing pump or new pump.
    - v. Size of suction and return lines going and coming from the equipment room.
    - vi. Make and model of drain covers.
    - vii. Plumbing material (PVC Schedule 40, copper etc.)
    - viii. Any other information that pertains to the equipment installation.
  - D. **CHANGE TO ENCLOSURE** – If the enclosure is altered in any way:
    - i. Show the pool with the proposed fence or building wall surrounding it.
    - ii. Show a scaled profile view of all fences, gates, and doors. Include latch hardware details. Must be self-closing and self-latching.
    - iii. Outline the entire enclosure with a yellow marker.
    - iv. Identify all areas outside of the enclosure to ensure they are public areas and not private areas or a property line(s).

- E. **CHANGES OR ADDITION OF RESTROOMS** – If the restrooms are altered or are added, the following are required:
- i. Plot plan to scale or showing distance to the restrooms from the pool wall.
  - ii. Total of pool(s) surface area.
  - iii. Show separate restrooms for men and women. Urinal(s) required in men's restroom.
  - iv. Indicate smooth, moisture resistant wall finishes throughout.
  - v. Floors must be concrete or similarly resilient surface extending upwards onto the walls at least 5" with an integrally coved junction and must slope, ¼" per foot (2%), to floor drain(s).
  - vi. Show shower(s) with adequate drainage and hot (not > 110°F) and cold water.
  - vii. Hand lavatory with hot and cold water, a single-service towel dispenser, and a permanently mounted soap dispenser.
  - viii. Show toilets(s) and urinal(s).
  - ix. Show drinking fountain(s).
  - x. Show separate locker/dressing facilities for all non-residential pool facilities.
- F. **SOLAR POWER** – If there are changes or an addition of Solar Power:
- i. The same items as #6 Equipment Change or Plumbing above are required.
  - ii. Provide panel and component information and documentation regarding NSF Standard 50 approval.
  - iii. Clearly indicate split suction is provided in the deepest portion of the pool, on the floor or within 3 inches of the floor and that the outlet is no closer than 5 feet from any inlet.

## GENERAL PUBLIC POOL REQUIREMENTS; CHANGE or REMODELING

When a change is made to a pool or its ancillary facilities, certain items are required to be upgraded, depending on what changes are being made to the pool. The headings describe when the requirement is necessary.

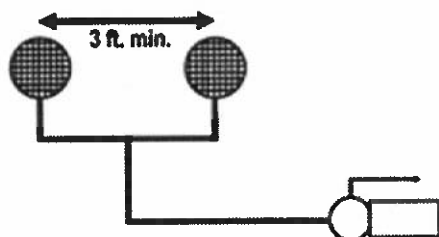
### Required at All Times

1. Equipment including pumps, filters, chemical feeders, skimmers, and other supplemental equipment shall comply with the applicable requirements established by the NSF/ANSI 50-2012 performance standard.
2. Each pool must be provided with separate recirculation, equipment, and treatment systems.
3. An influent pressure gauge placed before the filter but after the pump (usually found on top of the filter).
4. A flowmeter must be installed on a horizontal straight run of pipe with a minimum of 10 pipe diameters before and 4 pipe diameters after the flowmeter. It should be positioned after the filter and before the heater. It may be installed after the heater, if a great enough distance can be maintained so that heated water will not damage the flowmeter.
5. The direction of flow for the recirculation equipment shall be labeled clearly with directional symbols such as arrows on all piping in the equipment area. Where the recirculation equipment for more than one pool is located on site, the equipment shall be marked as to which pool the system serves. Valves and plumbing lines shall be labeled clearly with the source or destination descriptions.
6. No direct connection of a pool or its recirculating system shall be permitted with a sanitary sewer, storm drain, or deck drain system. A sight glass is required when needed for observation of backwash water.
7. Diatomaceous earth or similar media filters must be permanently plumbed to a p-trap with a fixed air gap and have a separation tank. Sand filters must be permanently plumbed to a p-trap with a fixed air gap. A sight glass is required for observation of backwash water. Cartridge filters must have a designated area with a hose bibb, and floor drain to clean the filter. An extra cartridge filter (element set) is required to be available at the pool site.

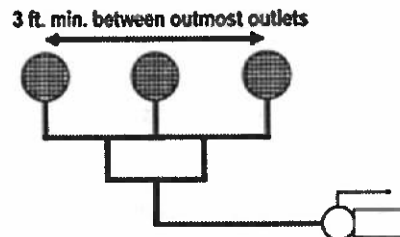
8. Each hose bibb at the site must be protected by an approved backflow device.
9. An automatic disinfectant feeding system is required. Chlorinators are required to supply not less than the equivalent of 3 pounds of chlorine per day per 10,000 gallons of pool water capacity. For pools constructed after September 2012, a chemical controller is required to monitor and control the pH and disinfectant levels. For pools constructed prior to September 2012, chlorinators are required to supply not less than the equivalent of 2 pounds of chlorine per day per 10,000 gallons of pool water capacity.
10. Chemical feeder pumps and recirculation system pumps are required to be electrically interconnected so that when the recirculation pump is off, chemical pumps are off.
11. All pools with diving boards will be evaluated during any plan check to assure it meets current pool code requirements.
12. Supplemental heat transfer systems for pools or spas must not interfere with the proper functioning of the recirculation system or reduce the filtration rate below the required minimum. Heat exchangers must be installed according to requirements in the California plumbing code.
13. An underwater light is required in a swimming pool or spa. All pool lights must be protected by a Ground Fault Circuit Interrupter. The light must be white (no color) and at least 0.5 watts per square foot of pool or spa surface area. If a lighting type other than incandescent lighting is used, such as fiber optic, fluorescent, halogen, or LED, their equivalency to incandescent lighting must be demonstrated.
14. An approved enclosure is required. See enclosure requirements and exceptions below.
15. Floating type pool covers are limited to pools where there is constant supervision with a responsible person opening the pool and removing the cover and closing the pool each day. Floating type pool covers, permanently installed, and safety type pool covers must be submitted to this Department for approval, be ANSI approved, must not obstruct the deck in any way, and must not interfere with the coping requirements. Pool covers must be approved by this Department prior to use.
16. A life ring with rope attached is required (spas and wading pools exempt). The rope must be as long as the maximum width of the pool (spas, wading pools exempt).
17. All pools are already required to be in compliance with Title 24, Section 3162 of the California Building Code (Virginia Graeme Baker Safety Act).

All suction drains on public pools must be split or have a safety vacuum release system or automatic pump shut-off system. All drain covers must be correctly sized and listed on the Los Angeles County Approved Equipment List. For details, refer to requirements for a new pool or a copy of the latest pool code. This is an immediate requirement.

If splitting drains, each pump located on any type of pool must be plumbed with at least two suction outlets. Suction outlets must be separated by a distance of at least 3 feet, measured from the center of one suction pipe to the other. The suction drains must be plumbed with a "T" in the center that is hydraulically balanced. Each branch of the "T" must be the same size or larger than the main suction plumbing.



**Two Outlets**



**Three Outlets**

## Required When the Deck is Replaced

1. A minimum 4 feet wide, continuous, slip-resistant, non-abrasive deck area of concrete or concrete like material must be provided flush with the top of the pool and extend completely around the pool and at least fifty percent around a spa pool. Deck material must be approved by this Department. Wood decking, plastic composite, foam rubber, or indoor-outdoor carpeting is **not** permitted. Deck measurements are made from the coping edge. The required decking around a pool must be free of all posts, columns, or other obstructions and extend at least 4 feet behind any diving board, slide, or permanent handicapped equipment. There cannot be any changes in the deck elevation around the pool.

All parts of the deck must drain naturally or to floor drains at least 4 feet from the pool and slope between 1% and 2% with no accumulation of water. The space between the coping and the deck must be sealed with an appropriate caulking. A minimum distance of 6 feet between any two pools or spas is required.

For pool enclosures constructed prior to July 1, 1994. The Department may allow the installation of an enclosure which reduces the pool deck to less than 4 feet in width when the physical characteristics of a site preclude providing a 4-foot wide deck around the perimeter of an existing pool.

2. Depth markers are required on the deck at all locations corresponding the wall markers. For pools with a maximum water depth of 6 ft. or less, permanent no diving markers are required next to each of the deck depth markers. All depth markers must be marked with the letters "feet" or "ft." and "inches" or "in". Depth marker letters must be at least 4 inches in height. Painted letters or vinyl decals are **not** permitted.

## Required When the Pool is Drained

1. Depth markers of contrasting color are required on the pool wall at the water line on both sides, at the minimum and maximum depths, at the break in slope, and at both ends of the pool. Waterline depth markers are required to be glazed and easily cleanable waterline tiles. Painted letters or vinyl decals are not permitted. Depth marker numbers must be at least 4 inches in height and must be positioned to indicate the water depth accurate to the nearest 6 inches as measured from the pool floor to the middle of the skimmer opening. Exception; Spa and wading pools require at least 2 depth markers.
2. A ladder as a second means of exit is required at the deep end of a pool having a water depth greater than 4½ ft. Steps and step holds of ladders must have a minimum tread of 5 inches and a minimum width of 14 inches. Step risers must be uniform and not exceed 12 inches. Grab railings must be provided at the top of both sides and extend over the coping or edge of the deck.
3. At least one handrail is required for all stairs. Spas require two handrails. The handrail must be between 28 inches and 36 inches above the deck and above each step tread as measured from the deck and the edge of each step tread to the top of the handrail. The handrail must extend into the pool, from the deck to the bottom step tread, but may not extend beyond the bottom step. A minimum clearance of 3 inches between any handrail and step riser is required. The handrail may not extend onto the deck more than 2 feet or obstruct the deck unnecessarily. **(See Figures and Tables #3 Stair and Handrail Dimensions).**

## Required When the Pool Coping is Replaced

1. Coping on pools must extend out into the pool at least 1 inch but not more than 2 inches. The coping must be at least 1 inch thick but no greater than 2½ inches thick. The handhold of the coping may not be greater than 9 inches above the waterline. All coping or cantilevered decking must be sloped at 1/4 inch per foot away from the pool. Handholds are required around the entire perimeter of the pool. A C-701 type of handhold for rim flow and fiberglass spa pools is required around the entire pool. **(See Figures and Tables #1 Coping for illustrations of the requirements).**

## Required When the Pool is Resurfaced

1. All swimming pools must be lined with white plaster or a smooth, waterproof, white interior finish, impervious to moisture and constructed of reinforced concrete or a material equivalent in strength and durability. If tile is used for the pool shell, a sample of the tile must be submitted for approval. There shall be no letters, images, or markings of any kind other than required safety markings on the pool shell.
2. The pool must be lined with 6" wide waterline tiles around the entire perimeter of the pool. Waterline tiles must be contrasting in color to the white pool shell and be glossy smooth and easily cleanable.
3. In pools greater than 5 ft. in depth, a straight line of slip-resistant tile of contrasting color must be installed where the water depth is 4½ ft. The tile must be at least 4 inches but not greater than 6 inches wide.
4. If a tile edge marker is used along the edge of pool steps, it must be contrasting in color, slip-resistant, and no greater than 4 inches wide.

## Required When the Pool Equipment is Changed, or Pool is Replumbed

1. When changes are being made to the plumbing, most plumbing code requirements are not retroactive. For example, there will not be a requirement to add a skimmer or increase pipe size to conform to current code. However, if the pool is being replumbed, current code flow rate and turnover rates are required. The plans will be reviewed on a case-by-case basis for specific requirements.
2. Pipes are required to be sized so flow velocity of the piping systems including all pipes and fittings, other than inlet devices or venturi throats, do not exceed 6 feet per second (1.829 m/s) in any suction piping and 8 feet per second (2.438 m/s) in any portion of the return system. For pools built prior to September 2012, and that are not undergoing 50% or more change to the plumbing, flow velocity must not exceed 8 feet per second in any suction piping and 10 feet per second in any portion of the return system.
3. Pumps, including variable speed pumps, are required to meet the required turnover rate for the specific pool and not exceed the pipe velocity requirements at the pump's maximum GPM at 60 feet of head.
4. Filters must be sized not to exceed the following:

Diatomaceous Earth	2 GPM/sq.ft.
Rapid Sand	3 GPM/sq.ft.
High Rate Sand	15 - 20 GPM/sq.ft. (See rating in equipment list)
Cartridge	.375 GPM/sq.ft.
5. A vacuum gauge placed before the pump is required anytime a recirculation pump is replaced.
6. If the chlorinator is altered or replaced, an automatic chlorinator is required which is capable of supplying not less than the equivalent of 3 pounds of chlorine per day per 10,000 gallons of pool water capacity. For pools constructed prior to September 2012, chlorinators sized to at least 2 lbs. per 10,000 gallons per day are required.

## Required When the Pool Enclosure is Altered or Replaced

1. The pool is required to be enclosed by one or a combination of the following: a fence; portion of a building; wall; or other approved durable enclosure. Doors, openable windows, gates of living units or associated private premises are not permitted as part of the pool enclosure. The enclosure is required to meet all of the following specifications if built on or after July 1, 1994. If built before July 1, 1994, it must at least have a 4-foot enclosure fence and a self-closing and self-latching gate, including existing courtyard pools. **(See Figures and Tables #2)**
  - a. The enclosure is required to have a minimum effective perpendicular height of 5 feet as measured from the outside.

- b. Openings, holes or gaps in the enclosure, doors and/or gates may not allow the passage of a 4-inch diameter sphere. The enclosure is required to be constructed over a hard and permanent material equivalent to concrete.
  - c. The enclosure is required to be designed and constructed so that it cannot be readily climbed by small children. Horizontal and diagonal member designs which might serve as a ladder for small children are prohibited. Horizontal members are required to be spaced at least 48 inches apart. No planters or other structures that can be climbed upon will be permitted within 5 feet of the outside of the pool enclosure or within a 5-foot arc. The area 5 feet outside of the pool enclosure is required to be a common area open to the public.
  - d. Chain link may be used provided that the openings are not greater than 1¾ inches measured horizontally.
  - e. The 5-foot areas outside the enclosure must be public areas, open to all patrons of the pool.
  - f. A 5-foot clear radius is required outside of the fence enclosure with no trees, lamp posts, or any object that can be climbed.
  - g. The enclosure cannot adjoin a private property. A 5-foot clearance is required from adjacent properties.
  - h. The deck and ancillary facilities are required to be designed and intended to be used by pool users as defined as those engaged in water activity such as diving, swimming, or wading, or watching those engaged in water activity. Pool user amenities such as a barbeques and fire pits are allowed within view of the pool and in a manner that does not encroach on required deck space, if similar amenities are provided outside the pool enclosure for non-pool users.
2. Gates and doors of the pool enclosure are required to meet the following specifications. The enclosure is required to meet all of the following specifications if built on or after July 1, 1994. If built before July 1, 1994, it must at least have a 4-foot enclosure fence and a self-closing and self-latching gate, including existing courtyard pools. **(See Figures and Tables #2)**
- a. Gates and doors are required to be equipped with self-closing and self-latching devices. The self-latching devices are required to keep the gate or door securely closed. Gates and doors are required to open outwardly away from the pool except where otherwise prohibited by law. Hand activated door or gate opening hardware are required to be located at a height no lower than 42 inches but no higher than 44 inches above the deck or walkway.
  - b. Gates and doors are required to be capable of being locked during times when the pool is closed. Exit doors which comply with Chapter 10, Title 24, California Code of Regulations shall be considered as meeting these requirements.
  - c. The pool enclosure is required to have at least one means of egress without a key for emergency purposes. Unless all gates or doors are so equipped, those gates and/or doors which will allow egress without a key are required to have a sign in letters at least 4 inches high stating EMERGENCY EXIT.
  - d. The enclosure is required to be constructed so that all persons will be required to pass through common pool enclosure gates or doors in order to gain access to the pool area. All gates and doors exiting the pool area are required to open into a walkway or public area accessible by all patrons of the pool. (Except pre-existing courtyard pools built prior to July 1, 1994).

## Required When Restrooms are Added or Changed

1. Separate men's and women's public toilet facilities are required at the pool, except when living quarters of the farthest pool user is less than 300 feet travel distance from the pool. The distance is the walking distance from the pool wall to the furthest unit and includes 10 feet for each floor of multi-story buildings.

If two pools are located on the same property and all living units are within 300 feet walking distance to either pool, no toilet facilities are required. If restroom and shower facilities are not required, but provided, the facilities need not comply with the swimming pool code regarding separate men's and women's facilities, urinals, and floor drains, but must be constructed so as to be readily cleanable and comply with Building and Safety Department requirements.

Urinal(s) are required in the men's restroom and in unisex restrooms. When restrooms and shower facilities are required, they must be at the pool or adjacent to the pool area and located not more than 100 feet walking distance away and be easily accessible by pool users.

2. For calculating the number of showers, toilets, urinals, lavatories, and drinking fountains, one pool user is considered for every 15 square feet of pool surface area. Add multiple pools in the same area together.
  - a. One shower with hot and cold water must be provided for every 50 pool users.
  - b. One lavatory with hot and cold water must be provided for every 80 pool users.
  - c. One toilet must be provided for every 60 women and one toilet and one urinal for every 75 men.
  - d. One guarded jet drinking fountain must be provided for the first 250 pool users and an additional fountain must be provided for each additional 200 pool users or fraction thereof.

### Required When Solar Power is Added or Changed

1. Solar panels and all components must meet National Sanitation Foundation (NSF) Standard 50.
2. Split suction outlets are required to be located at the deepest section of the pool so that covers are at the bottom of the pool or within 3 inches of the pool floor and no closer than 5 feet from any inlet.
3. Pipe velocity and sizing requirements must be met.

## CONSTRUCTION INSPECTIONS

The contractor is required to contact the Recreational Waters Program to make an appointment (5 days prior) and obtain approval for the following inspections;

1. **Plumbing (Pre-Gunite):** Exposed plumbing and prior to applying gunite or applying pneumatically placed concrete (If applicable).
2. **Pre-Plaster:** Prior to plastering or applying the final surface to the pool shell (If applicable).
3. **Final:** At the completion of the change or remodel. Written approval from the Recreational Waters Program is required to open the pool to the public.

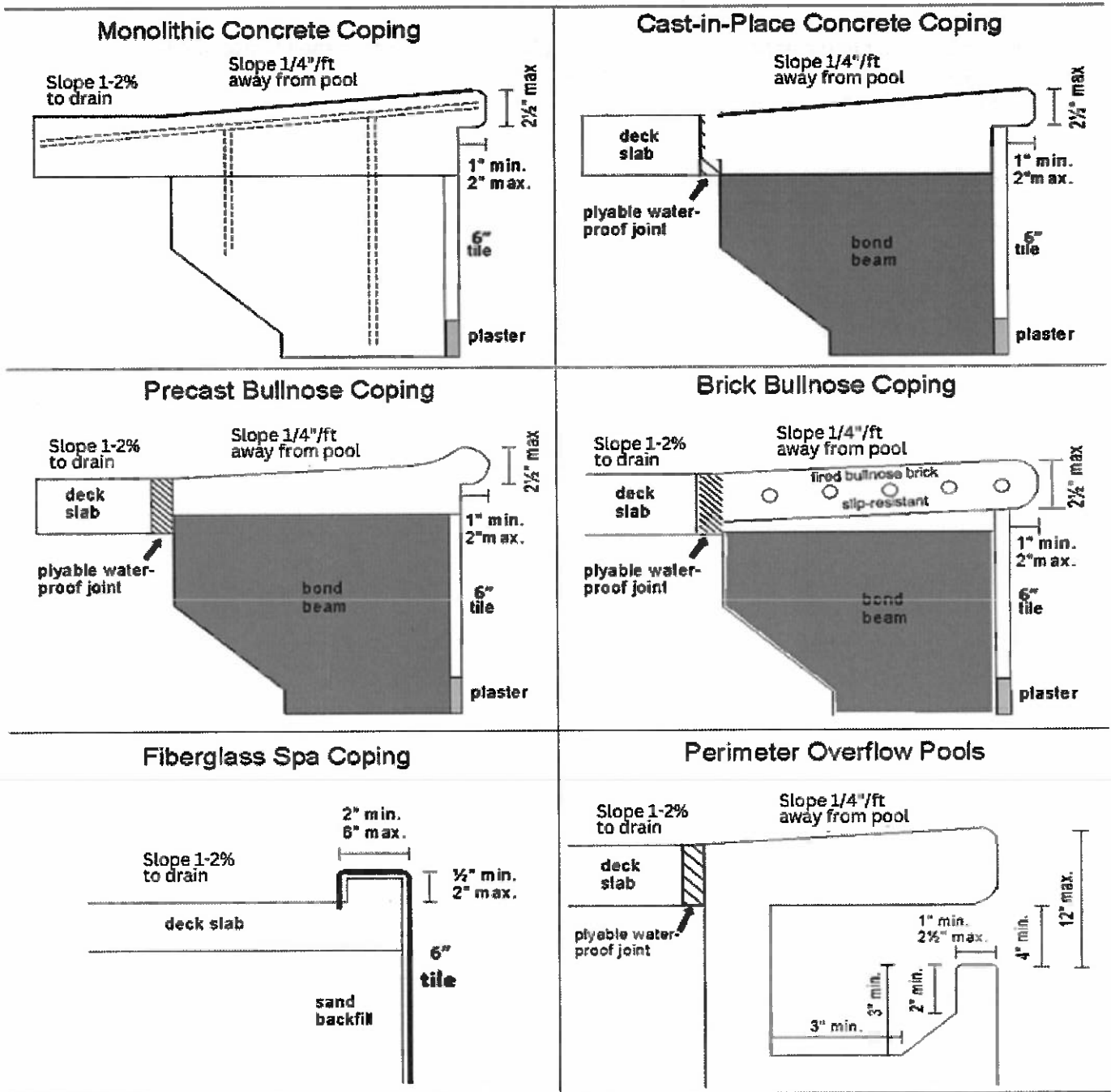
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For further information, visit our web site at:

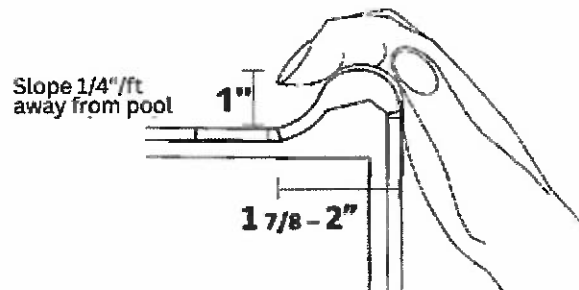
<http://www.publichealth.lacounty.gov/eh/inspection/pool-plan-check.htm>

1. Coping

APPROVED COPING

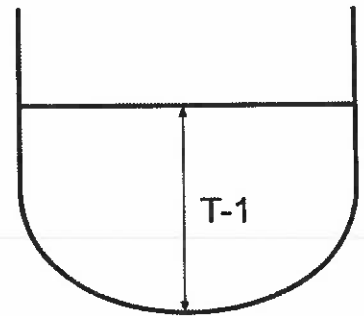
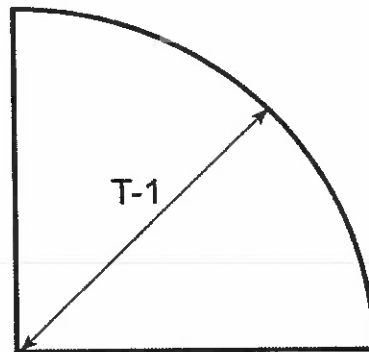
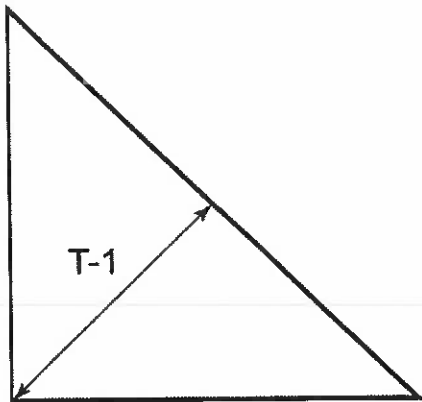
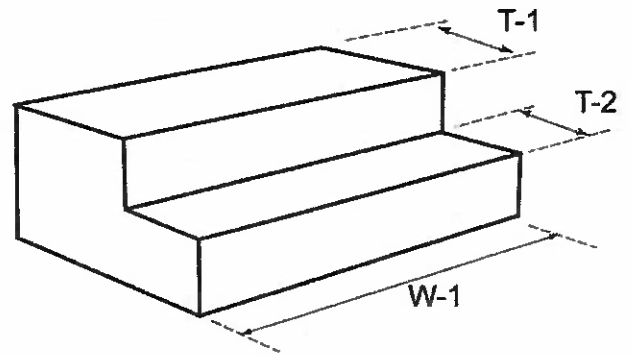
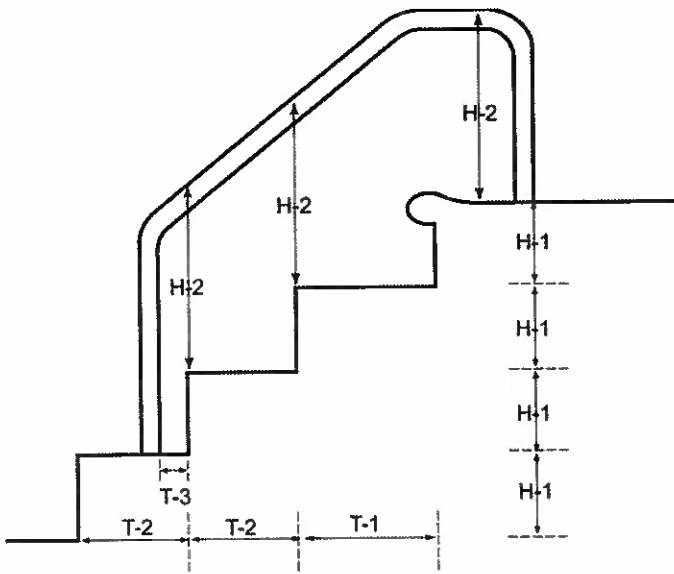


Rim Flow Pools (C701 type)





### 3. Stair and Handrail Dimensions



Dimensions	T-1 Standard	T-1 Triangular, Concave, Convex	T-2	T-3	W-1	H-1	H-2
Minimum	14"	21"	12"	3"	24"	6"	28"
Maximum	18"	24"	16"	---	---	12"	36"

# APPENDICES – Checklist

## Required Items for Public Pool Renovation Plan Check Submission

For your use and to be verified when submitting plans

Included (Check)	Required Item	Comment
	Complete Application (for each pool)	
	Fee	
	2 Sets of Drawings	
	Top View of Pool	
	Plumbing Diagram as Applicable	
	Plot Plan if Applicable	
	Highlighted Pool Enclosure Boundary if Applicable	
	Equipment Room if Applicable	
	Deck Details if Applicable	
	Pool Enclosure Details if Applicable	
	Restroom Details if Applicable	
	Solar Heating System Details if Applicable	
	General Data and Equipment List	
	Other	







# SWIMMING POOL OFFICIAL INSPECTION REPORT

ENVIRONMENTAL HEALTH DIVISION

OFFICE: REC WATERS ♦ CHIEF: ASHLEY DUONG

5050 COMMERCE DR, BALDWIN PARK, CA 91706 - Phone: (626) 430-5360

[WWW.PUBLICHEALTH.LACOUNTY.GOV/EH](http://WWW.PUBLICHEALTH.LACOUNTY.GOV/EH)



<b>Facility Name:</b> YMCA			<b>Inspection Date:</b> 5/2/2025		
<b>Owner/Permittee:</b> YMCA OF METRO LOS ANGELES			<b>Re-inspection Date:</b> N/A		
<b>Facility Address:</b> 611 E SIERRA MADRE BLVD			<b>City/Zip:</b> SIERRA MADRE, CA 91024		
<b>Program Identifier:</b> YMCA		<b>Time In:</b> 04:45 PM	<b>Service:</b> ROUTINE INSPECTION		
<b>FA:</b> FA0329561	<b>PR:</b> PR0289753	<b>PE:</b> 3620	<b>Time Out:</b> 05:10 PM	<b>Result:</b> CORRECTIVE ACTION / NO FOLLOW UP REQUIRED	
<b>Action:</b> NO FURTHER ACTION REQUIRED					

During an inspection of the facility at the above address, the following statuses were noted which may require immediate action.

**IN** = In Compliance      **OUT** = Out of Compliance      **COS** = Corrected On Site      **NO** = Not Observed      **NA** = Not Applicable

The items marked below represent Los Angeles County Code violations and must be corrected by the reinspection date given above, unless otherwise stated in the report.

SAFETY EQUIPMENT / SIGNS	STATUS	DECK EQUIPMENT / MARKINGS	STATUS
1. Life Ring With Attached Rope	IN	30. Unobstructed Deck / Good Repair / Drainage	IN
2. Body Hook Attached to Pole	IN	31. Depth Markers & No Diving Tiles - Provide / Replace	IN
3. Signs - Required	IN	32. Coping - Repair / Replace	OUT
DISINFECTION / CHEMICAL LEVELS	STATUS	33. Skimmer - Adequate Skimming / Repair / Replace / Water Level	IN
4. Free Chlorine Residual	IN	34. Suction Outlet Cover - Replace / Secure / Provide	IN
5. Chlorine Level Too High (>10 ppm)	IN	35. Handrail/Ladder/Grab Rails- Repair / Replace / Secure / Provide	IN
6. Combined Chlorine Level Too High	NA	36. Backflow Protection - Fill line / Hose Bibb	NO
7. pH - Not in an Acceptable Range	IN	37. Diving Boards	NA
8. Cyanuric Acid (Stabilizer) Level Too High (>100 ppm)	NA	38. Pool Enclosure - Fence	IN
9. Chlorine Tablets in Skimmer / Floating Chlorinator	IN	39. Gates/doors - Self-Closing / Latching	IN
POOL CONDITION	STATUS	40. Underwater Light(s) - Repair / Secure in Niche / Provide	IN
10. Pool Water Quality - Cloudy / Turbid / Green	IN	41. Lighting - Deck Area - Adequate / Provide	IN
11. Pool and Deck - Cleaning/Sanitation	IN	OTHER	STATUS
12. Pool Plaster Deteriorating / Repair / Replaster	OUT	42. Spa Safety	NA
FACILITIES	STATUS	43. Test Kit	IN
13. Restroom - Toilets / Urinals / Lavatories - Clean / Repair	IN	44. Pool Maintained by Certified Pool Technician	IN
14. Restroom - Dispensers /Towels /Soap /Toilet Tissue /Waste Receptacle	IN	45. Record Keeping	IN
15. Shower Facilities - Clean / Repair / Replace	IN	46. Plans Required - Construction / Equipment Change Made	NO
16. Showers - Soap Dispenser or Containers / Filled with Soap	IN	47. Drained Pool or Spa - Stagnant Water / Enclosure	NA
17. Sinks/Shower - Hot and Cold Water	IN	48. Animals Prohibited in Pool or Ancillary Facilities	IN
18. Dressing Rooms - Clean / Repair	IN	49. Lifeguard Service when Provided or Required	NA
POOL EQUIPMENT / TURNOVER	STATUS	50. Wave Pool	NA
19. Recirculation System	IN	51. Spray Ground	NA
20. Recirculation Pump - Repair / Replace / Approved	OUT	52. Other	IN
21. Filter - Backwash / Repair / Replace / Approved	IN	53. Pool Closed	NA
22. Gauges	IN		
23. Flowmeter - Provide / Repair / Clean / Replace	IN		
24. Chemical Feeder - Provide / Repair / Replace / Approved	IN		
25. Direct Connection to Sewer/Drainage System Prohibited	IN		
26. Wastewater Disposal	IN		
27. Pool Equipment Room - Clean / Access	IN		
28. Suction Vacuum Release System (SVRS)	NA		
29. Chemical Storage	IN		

<b>Free Cl<sub>2</sub></b>	<b>pH Level</b>	<b>Cyanuric Acid</b>
3.0 ppm	7.6	0.0 ppm

*EMAIL*

PIC/Owner Signature

KARLY TRAN

EHS Name

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# SWIMMING POOL OFFICIAL INSPECTION REPORT

ENVIRONMENTAL HEALTH DIVISION  
OFFICE: REC WATERS ♦ CHIEF: ASHLEY DUONG  
5050 COMMERCE DR, BALDWIN PARK, CA 91706 - Phone: (626) 430-5360  
[WWW.PUBLICHEALTH.LACOUNTY.GOV/EH](http://WWW.PUBLICHEALTH.LACOUNTY.GOV/EH)



Facility Name: YMCA	Inspection Date: 5/2/2025
Facility Address: 611 E SIERRA MADRE BLVD	City/Zip: SIERRA MADRE, CA 91024

## VIOLATIONS

<b>POOL CONDITION</b>	<p><b>Violation:</b> 12. Pool Plaster Deteriorating / Repair / Replaster</p> <p><b>Violation Text:</b> The pool shell shall be lined with a smooth, white, waterproof finish. 24 California Code of Regulations §§ 3108B.2 3108B.3</p> <p><b>Corrective Action:</b> Repair / replaster deteriorating pool shell to provide a smooth, white waterproof finish.</p> <p>Observed etched pool plaster.</p> <p>Submit plan and application to have pool replastered at 5050 Commerce Dr, Baldwin Park CA 91706.</p>
<b>POOL EQUIPMENT / TURNOVER</b>	<p><b>Violation:</b> 20. Recirculation Pump - Repair / Replace / Approved</p> <p><b>Violation Text:</b> All parts of the pool and related pool facilities and equipment including the recirculation pump shall be maintained in good repair. 22 California Code of Regulations §§ 65525; 65535</p> <p><b>Corrective Action:</b> Repair / replace pool recirculation pump.</p> <p>Observed excessive leaking from recirculation pump.</p> <p>Submit plan and application to have pump replaced at 5050 Commerce Dr, Baldwin Park CA 91706.</p>
<b>DECK EQUIPMENT / MARKINGS</b>	<p><b>Violation:</b> 32. Coping - Repair / Replace</p> <p><b>Violation Text:</b> Every pool shall be provided with handholds (perimeter overflow system, bull-nosed coping or cantilevered decking) around the entire perimeter. 24 California Code of Regulations § 3112B.1</p> <p><b>Corrective Action:</b> Repair / replace coping. Fill expansion joints between coping and deck.</p> <p>Observed rusty and cracked surfaces of cantilever coping around the pool.</p> <p>Submit plan and application to have coping replaced by next routine inspection at 5050 Commerce Dr, Baldwin Park CA 91706.</p>

## OVERALL INSPECTION COMMENTS

The purpose of this visit is to conduct a routine inspection of the large pool.

All violations will be inspected on next routine inspection.

Spoke to person in charge, Donovan Cruz and Kurt Knop, at time of inspection and report will be emailed to operator on 5/6/25.

For questions or concerns pertaining to this report, please call the office at 626-430-5360.

It is improper and illegal for any County officer, employee or inspector to solicit bribes, gifts or gratuities in connection with performing their official duties. Improper solicitations include requests for anything of value such as cash, free services, paid travel or entertainment, or tangible items such as food or beverages. Any attempt by a County employee to solicit bribes, gifts or gratuities for any reason should be reported immediately to either the County manager responsible for supervising the employee or the Fraud Hotline at (800) 544-6881 or [www.fraud.lacounty.gov](http://www.fraud.lacounty.gov) or email at [fraud@auditor.lacounty.gov](mailto:fraud@auditor.lacounty.gov).  
**YOU MAY REMAIN ANONYMOUS.**

Failure to correct the violations by the reinspection date may result in additional fees.

Your signature on this form does not constitute agreement with its contents. You may discuss the content of this report by contacting the supervisor at the phone number of the Environmental Health office indicated on the front page of this report. Until such time as a decision is rendered by this department, the content of this report shall remain in effect.

By signing below the Person in Charge/Owner understands the above noted violations and statements.

*EMAIL*

PIC/Owner Signature

KARLY TRAN

EHS Name



# SWIMMING POOL OFFICIAL INSPECTION REPORT

ENVIRONMENTAL HEALTH DIVISION

OFFICE: REC WATERS ♦ CHIEF: ASHLEY DUONG

5050 COMMERCE DR, BALDWIN PARK, CA 91706 - Phone: (626) 430-5360

[WWW.PUBLICHEALTH.LACOUNTY.GOV/EH](http://WWW.PUBLICHEALTH.LACOUNTY.GOV/EH)



<b>Facility Name:</b> YMCA			<b>Inspection Date:</b> 5/2/2025		
<b>Owner/Permittee:</b> YMCA OF METRO LOS ANGELES			<b>Re-inspection Date:</b> N/A		
<b>Facility Address:</b> 611 E SIERRA MADRE BLVD			<b>City/Zip:</b> SIERRA MADRE, CA 91024		
<b>Program Identifier:</b> YMCA		<b>Time In:</b> 04:25 PM	<b>Service:</b> ROUTINE INSPECTION		
<b>FA:</b> FA0329561	<b>PR:</b> PR0289752	<b>PE:</b> 3620	<b>Result:</b> CORRECTIVE ACTION / NO FOLLOW UP REQUIRED		
		<b>Time Out:</b> 04:45 PM	<b>Action:</b> NO FURTHER ACTION REQUIRED		

During an inspection of the facility at the above address, the following statuses were noted which may require immediate action.

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The items marked below represent Los Angeles County Code violations and must be corrected by the reinspection date given above, unless otherwise stated in the report.

SAFETY EQUIPMENT / SIGNS	STATUS	DECK EQUIPMENT / MARKINGS	STATUS
1. Life Ring With Attached Rope	IN	30. Unobstructed Deck / Good Repair / Drainage	IN
2. Body Hook Attached to Pole	IN	31. Depth Markers & No Diving Tiles - Provide / Replace	IN
3. Signs - Required	OUT	32. Coping - Repair / Replace	IN
DISINFECTION / CHEMICAL LEVELS	STATUS	33. Skimmer - Adequate Skimming / Repair / Replace / Water Level	IN
4. Free Chlorine Residual	IN	34. Suction Outlet Cover - Replace / Secure / Provide	IN
5. Chlorine Level Too High (>10 ppm)	IN	35. Handrail/Ladder/Grab Rails- Repair / Replace / Secure / Provide	IN
6. Combined Chlorine Level Too High	NA	36. Backflow Protection - Fill line / Hose Bibb	NO
7. pH - Not in an Acceptable Range	IN	37. Diving Boards	NA
8. Cyanuric Acid (Stabilizer) Level Too High (>100 ppm)	NA	38. Pool Enclosure - Fence	IN
9. Chlorine Tablets in Skimmer / Floating Chlorinator	IN	39. Gates/doors - Self-Closing / Latching	IN
POOL CONDITION	STATUS	40. Underwater Light(s) - Repair / Secure in Niche / Provide	IN
10. Pool Water Quality - Cloudy / Turbid / Green	IN	41. Lighting - Deck Area - Adequate / Provide	IN
11. Pool and Deck - Cleaning/Sanitation	OUT	OTHER	STATUS
12. Pool Plaster Deteriorating / Repair / Replaster	OUT	42. Spa Safety	NA
FACILITIES	STATUS	43. Test Kit	IN
13. Restroom - Toilets / Urinals / Lavatories - Clean / Repair	IN	44. Pool Maintained by Certified Pool Technician	IN
14. Restroom - Dispensers /Towels /Soap /Toilet Tissue /Waste Receptacle	IN	45. Record Keeping	IN
15. Shower Facilities - Clean / Repair / Replace	IN	46. Plans Required - Construction / Equipment Change Made	NO
16. Showers - Soap Dispenser or Containers / Filled with Soap	IN	47. Drained Pool or Spa - Stagnant Water / Enclosure	NA
17. Sinks/Shower - Hot and Cold Water	IN	48. Animals Prohibited in Pool or Ancillary Facilities	IN
18. Dressing Rooms - Clean / Repair	IN	49. Lifeguard Service when Provided or Required	NA
POOL EQUIPMENT / TURNOVER	STATUS	50. Wave Pool	NA
19. Recirculation System	IN	51. Spray Ground	NA
20. Recirculation Pump - Repair / Replace / Approved	IN	52. Other	IN
21. Filter - Backwash / Repair / Replace / Approved	IN	53. Pool Closed	NA
22. Gauges	IN		
23. Flowmeter - Provide / Repair / Clean / Replace	IN		
24. Chemical Feeder - Provide / Repair / Replace / Approved	IN		
25. Direct Connection to Sewer/Drainage System Prohibited	IN		
26. Wastewater Disposal	IN		
27. Pool Equipment Room - Clean / Access	IN		
28. Suction Vacuum Release System (SVRS)	NA		
29. Chemical Storage	IN		

<b>Free Cl<sub>2</sub></b>	<b>pH Level</b>	<b>Cyanuric Acid</b>
2.0 ppm	7.4	0.0 ppm

*EMAIL*

PIC/Owner Signature

KARLY TRAN

EHS Name

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# SWIMMING POOL OFFICIAL INSPECTION REPORT

ENVIRONMENTAL HEALTH DIVISION  
OFFICE: REC WATERS ♦ CHIEF: ASHLEY DUONG

5050 COMMERCE DR, BALDWIN PARK, CA 91706 - Phone: (626) 430-5360

[WWW.PUBLICHEALTH.LACOUNTY.GOV/EH](http://WWW.PUBLICHEALTH.LACOUNTY.GOV/EH)



Facility Name: YMCA	Inspection Date: 5/2/2025
Facility Address: 611 E SIERRA MADRE BLVD	City/Zip: SIERRA MADRE, CA 91024

## VIOLATIONS

<b>SAFETY EQUIPMENT / SIGNS</b>	<p><b>Violation:</b> 03d. Sign - Emergency Information</p> <p><b>Violation Text:</b> The emergency telephone number 911 in at least 4 inch letters, the number of the nearest emergency services and the name and street address of the pool facility shall be posted in at least 1 inch letters. 24 California Code of Regulations § 3120B.6</p> <p><b>Corrective Action:</b> Provide an emergency sign with the emergency telephone number 911 in at least 4 inch letters, the number of the nearest emergency services (Fire Department) and the name and street address of the pool facility in at least 1 inch letters.</p> <p>Observed faded emergency information sign.</p>
<b>SAFETY EQUIPMENT / SIGNS</b>	<p><b>Violation:</b> 03e. Sign - "Occupant Capacity"</p> <p><b>Violation Text:</b> A sign shall indicate the maximum number of pool users permitted for each pool. Swimming pools = 1 per 20 sq. ft. of pool surface area. Spa pool = 1 per 10 sq. Ft. 24 California Code of Regulations § 3120B.2</p> <p><b>Corrective Action:</b> Provide a sign that states the number of occupants permitted for each pool in letters at least 4 inches high. Swimming pools = 1 per 20 sq. ft. of pool surface area. Spa pool = 1 per 10 sq. ft.</p> <p>Observed faded occupant capacity number on pool sign.</p>
<b>POOL CONDITION</b>	<p><b>Violation:</b> 11. Pool and Deck - Cleaning / Sanitation</p> <p><b>Violation Text:</b> All parts of the pool and pool deck must be kept clean and sanitary. California Health and Safety Code 116043 22 California Code of Regulations §§ 65533, 65546</p> <p><b>Corrective Action:</b> Maintain all parts of the pool, including the floor, stairs, sides, water line tiles, and deck free of algae, dirt, scum or other contamination. Clean the bottom and sides of the pool of algae / dirt / leaves /debris as often as necessary to maintain it in a clean condition.</p> <p>Observed accumulation of dirt and debris on pool floor.</p>
<b>POOL CONDITION</b>	<p><b>Violation:</b> 12. Pool Plaster Deteriorating / Repair / Replaster</p> <p><b>Violation Text:</b> The pool shell shall be lined with a smooth, white, waterproof finish. 24 California Code of Regulations §§ 3108B.2 3108B.3</p> <p><b>Corrective Action:</b> Repair / replaster deteriorating pool shell to provide a smooth, white waterproof finish.</p> <p>Observed stained and etched pool plaster.</p> <p>Submit plan and application to have pool replastered by next routine inspection to 5050 Commerce Dr, Baldwin Park CA 91706.</p>

## OVERALL INSPECTION COMMENTS

The purpose of this visit is to conduct a routine inspection of the shallow pool.

All violations will be inspected on next routine inspection.

Spoke to person in charge, Donovan Cruz and Kurt Knop, at time of inspection and report will be emailed to operator on 5/6/25.

For questions or concerns pertaining to this report, please call the office at 626-430-5360.

*EMAIL*

\_\_\_\_\_  
PIC/Owner Signature

\_\_\_\_\_  
KARLY TRAN

EHS Name



# SWIMMING POOL OFFICIAL INSPECTION REPORT

ENVIRONMENTAL HEALTH DIVISION

OFFICE: REC WATERS ♦ CHIEF: ASHLEY DUONG

5050 COMMERCE DR, BALDWIN PARK, CA 91706 - Phone: (626) 430-5360

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**By signing below the Person in Charge/Owner understands the above noted violations and statements.**

*EMAIL*

\_\_\_\_\_  
PIC/Owner Signature

KARLY TRAN

\_\_\_\_\_  
EHS Name



# CITY OF SIERRA MADRE

## STAFF REPORT

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### POLICE DEPARTMENT

**DATE:** May 26, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Gustavo Barrientos, Police Chief

**SUBJECT:** **Professional Services Agreement with Pasadena Humane Society for Animal Shelter and Animal Control Services in the Amount of \$364,488 for a Five-Year Period**

---

#### **RECOMMENDATION**

It is recommended that the City Council approve a Professional Services Agreement with Pasadena Humane Society for animal shelter and animal control services in the amount of \$364,488, and authorize the City Manager to execute the agreement and any related documents.

#### **SUMMARY**

The City of Sierra Madre currently contracts with Pasadena Humane to provide comprehensive animal shelter and animal control services. The current agreement, which became effective on July 1, 2021, will expire on June 30, 2026. Pasadena Humane has submitted a proposed five-year renewal agreement covering the period of July 1, 2026, through June 30, 2031.

The proposed agreement continues regional animal care and control services for Sierra Madre and seven other participating contract cities, including Arcadia, Bradbury, La Cañada Flintridge, Monrovia, Pasadena, San Marino, and South Pasadena. Pasadena Humane has indicated that the participating cities have benefited from maintaining standardized contract language, scope of work provisions, and contract terms during the current agreement cycle and is recommending continuation of that regional framework for the next five-year term.

Pasadena Humane will continue to provide comprehensive animal services, including field response, sheltering, veterinary care, licensing, reporting, emergency response, public education, and community-based animal welfare programs. Approval of the proposed agreement will ensure continuity of services that support public safety, animal welfare, and compliance with applicable state and local laws.

#### **DISCUSSION & ANALYSIS**

Pasadena Humane has served as the City's contracted provider for animal shelter and animal control services for several years, and continues to provide regionalized animal services for multiple San Gabriel Valley cities. The organization maintains the staffing, facilities, dispatch capabilities, veterinary services, and operational infrastructure necessary to provide full-service animal care and control operations on a regional basis.

The proposed agreement largely maintains the current service delivery model but includes several revisions to contract language, operational expectations, and most notably, a revised pricing methodology and compensation structure that differs from the City’s existing agreement. Pasadena Humane specifically identified the following contract modifications in its renewal package:

- Addition of Exhibit B – Pricing Schedule
- Updated compensation provisions
- Updated contact information
- Removal of provisions specific to the City of Pasadena Municipal Code
- Replacing references to “Humane Officer” with “Certified Animal Control Officer”
- Extending response time for dead animal (DOA) calls to within 24 hours during regular business hours

**Revised Pricing Methodology and Cost Structure**

A significant component of the proposed agreement is Pasadena Humane’s revised contract pricing methodology. During discussions with contract cities, Pasadena Humane explained that the prior cost allocation structure did not consistently reflect actual service demands among participating cities and that the organization is transitioning toward a more standardized and data-driven regional cost allocation model. According to Pasadena Humane, the new methodology gradually moves participating cities toward a pricing formula more directly tied to measurable service factors, including:

- Population
- Animal live intake volume
- Animal control service calls and field activity levels

Pasadena Humane advised participating agencies that the revised methodology is intended to create greater long-term equity and consistency among all contract cities by aligning contract costs more closely with actual operational demand and service utilization rather than relying on older historical formulas that varied between jurisdictions. The proposed pricing schedule reflects 8% annual increases over the five-year term while transitioning toward this updated allocation methodology. Under the proposed agreement, Sierra Madre’s monthly contract cost increases from \$5,174 per month in FY 2026-27 to \$7,048 per month by FY 2030-31. Currently, the City pays \$4,704 per month or \$56,448 per year. The table below represents the following annual contract costs:

<b>Fiscal Year-FY</b>	<b>Annual Cost</b>	<b>Annual Increase</b>	<b>Percent Increase</b>
FY 2026-2027	\$62,088	-	-
FY 2027-2028	\$67,080	\$4,992	8%
FY 2028-2029	\$72,456	\$5,376	8%
FY 2029-2030	\$78,288	\$5,832	8%
FY 2030-2031	\$84,576	\$6,288	8%

The total five-year contract cost is approximately \$364,488.

It should be noted that the proposed increases are not solely traditional inflationary adjustments. Rather, the increases reflect Pasadena Humane's broader regional restructuring of how costs are distributed among participating agencies. During regional discussions with contract cities, Pasadena Humane explained that the revised methodology is intended to gradually normalize rates across all jurisdictions based upon actual service metrics and operational demand factors. In addition to the revised pricing structure, Pasadena Humane will continue retaining revenues generated through animal licensing, impound fees, and related service charges, consistent with the existing agreement framework.

### **Scope of Services**

Under the proposed agreement, Pasadena Humane will continue providing a comprehensive range of animal shelter and animal control services to Sierra Madre residents and visitors. Key services include:

- 24-hour dispatch and response services seven days per week
- Emergency response to dangerous or aggressive animals
- Response to injured domestic animals and wildlife
- Animal bite investigations and quarantine enforcement
- Support services for police operations involving animals
- Enforcement of local ordinances and state animal laws
- Investigation of animal cruelty, neglect, nuisance, and public safety complaints
- Directed patrol services for targeted enforcement issues
- Dead animal removal services within prescribed response timelines

The agreement establishes specific response time standards, including:

- Priority one emergency calls responded to within 90 minutes, with 80% responded to within 45 minutes
- Routine service calls addressed within two hours during normal business hours
- Dead animal removal within 24-hours during regular business hours

### **Shelter and Veterinary Services**

The agreement also includes comprehensive sheltering and veterinary care services, including:

- Intake and housing of impounded animals
- Lost pet reunification efforts
- Adoption and placement services
- Rabies quarantine services
- Veterinary examinations and treatment
- Vaccinations and microchipping
- Spay and neuter services
- Humane euthanasia when necessary
- Wildlife rehabilitation and emergency animal evacuation services

### **Reporting and Accountability**

To ensure accountability and transparency, Pasadena Humane is required to provide monthly and annual operational reporting to the city. Reports include:

- Animal control call activity
- Stray and deceased animal statistics
- Intake and disposition data
- Shelter outcomes
- Licensing and fee collection reports
- Spay/neuter program activity

- Enforcement and investigation activity

The agreement also requires Pasadena Humane to provide audited financial statements annually for review by the City.

### **Term of Agreement**

The proposed agreement is for a five-year term beginning July 1, 2026, and ending June 30, 2031, unless terminated earlier in accordance with agreement provisions. Either party may terminate the agreement with 90 days' written notice.

Maintaining this regional partnership allows the city to continue receiving professional animal care and control services through an established provider with existing operational infrastructure, specialized staffing, veterinary capabilities, and regional coordination resources that would be cost prohibitive for the city to independently replicate.

### **STRATEGIC PLAN RELATIONSHIP**

This agreement supports the City's strategic goal of maintaining effective and responsive public safety services. Contracting with Pasadena Humane ensures the continued delivery of animal control and animal welfare services that protect the community, support law enforcement operations, promote humane treatment of animals, and maintain quality of life for residents.

### **ENVIRONMENTAL ANALYSIS**

This action is not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5), as it represents organizational or administrative activities that will not result in a direct or indirect physical change in the environment.

### **FISCAL IMPACT**

The proposed agreement establishes a five-year cost structure for services. The annual cost to the city is as follows:

- **FY 2026-2027:** \$62,088
- **FY 2027-2028:** \$67,080
- **FY 2028-2029:** \$72,456
- **FY 2029-2030:** \$78,288
- **FY 2030-2031:** \$84,576

The total cost over the five-year term is approximately \$364,488.

Funding for these services will be included in the Police Department's annual operating budget and is subject to City Council approval through the annual budget process. The FY 2026-27 cost of \$62,088 has been incorporated into the FY 2026-27 proposed budget. The FY 2027-28 through FY 2030-31 costs will be budgeted in the respective annual budgets in the subsequent years. Pasadena Humane will retain revenues generated from animal licensing, impound fees, and other service-related charges in accordance with the agreement.

Approved by:



---

Michael Bruckner  
City Manager

**Attachments**

[Renewal Package Cover Letter.pdf](#)

[Pasadena Humane Animal Services Contract & Scope of Work 2026 \(Sierra Madre\).pdf](#)



Dear,

The current Animal Care and Control contract that went into effect on July 1, 2021, expires on June 30, 2026. Pasadena Humane proposes renewal of the contract for another 5 years under roughly the same terms and conditions.

In 2021, the 8 contract cities of Arcadia, Bradbury, LA Canada Flintridge, Monrovia, Pasadena, San Marino, Sierra Madre, and South Pasadena adopted common contract and scope-of-work language and a 5-year contract term. We think these measures have proven very beneficial for the contract cities and Pasadena Humane and would like to continue the practice in the next contract period.

Attached for your review are the following:

**1. DRAFT Contract & Scope of Work**

Summary of changes:

- Add Exhibit B – Pricing Schedule
- Update Contacts
- Update Compensation section
- Removal of provisions specific to City of Pasadena Municipal Code
- Change references to a “Humane Officer” to a “Certified Animal Control Officer”
- Extend response time for DOA calls to 24 hours

**2. Contract Pricing – Background, Objectives, Methodology, & Pricing Schedule**

- Moderate initial and annual increases and gradual move to consistent links to Population, Live Intakes, and Service Calls.

We greatly appreciate the opportunity to provide Animal Welfare services to your community and are eager to discuss the next contract period with you. After reviewing the attached, please give me a call to discuss next steps.

Kind regards,

Chris Ramon  
President & CEO

# **PROFESSIONAL SERVICES AGREEMENT FOR ANIMAL SHELTER AND ANIMAL CONTROL SERVICES**

Pasadena Humane / City of Sierra Madre

THIS AGREEMENT ("Agreement") is made and entered into as of this 1st day of July, 2026 ("Effective Date"), by and between the CITY OF SIERRA MADRE, a municipal corporation ("City"), and the PASADENA HUMANE SOCIETY, doing business as PASADENA HUMANE, a nonprofit corporation with headquarters at 361 South Raymond Avenue, Pasadena, CA 91105 ("Pasadena Humane").

## **WITNESSETH**

**WHEREAS**, Pasadena Humane is currently providing animal shelter and animal control services for City; and

**WHEREAS**, City desires to maintain the services provided by Pasadena Humane and use the services, supplies, equipment, and facilities of Pasadena Humane in the enforcement and performance of the powers and duties as set forth in the City Municipal Code; and

**WHEREAS**, Pasadena Humane is willing to provide such services, supplies, materials, and use of its equipment and facilities in the enforcement and performance of said powers and duties and to provide animal shelter and animal control services herein stated; and

**WHEREAS**, Pasadena Humane represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

**WHEREAS**, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, City and Pasadena Humane do hereby agree as follows:

## **1.0 SERVICES PROVIDED BY PASADENA HUMANE**

- 1.1 **SCOPE OF SERVICES.** Pasadena Humane shall perform the professional services identified in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference. City shall have the right to request, in writing, additional services beyond what is set forth in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase in compensation, shall be incorporated by written amendment to this Agreement.

- 1.2 PROFESSIONAL PRACTICES. Pursuant to this Agreement, Pasadena Humane shall provide personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by service providers in similar fields and circumstances in accordance with sound professional practices.
- 1.3 WARRANTY. Pasadena Humane warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; animal control and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Pasadena Humane warrants that it shall advise City of Sierra Madre of any changes in laws that may affect Pasadena Humane's performance of this agreement.
- 1.4 NON-DISCRIMINATION. In performing this Agreement, Pasadena Humane shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed color, national origin, ancestry, age, physical disability, mental disability, disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.
- 1.5 DELEGATION AND ASSIGNMENT. Pasadena Humane cannot assign or delegate or otherwise transfer this Agreement or the rights or duties contained herein to any individual, person or legal entity without the written consent of the City. Pasadena Humane may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Pasadena Humane's expense.
- 1.6 ANIMAL LICENSURE. Pasadena Humane shall issue City animal licenses for rabies vaccinated pets in compliance with licensing ordinances and fees as established by each individual City. One hundred percent of the revenue of the licensing service will be retained by Pasadena Humane. Such rates shall be established in accordance with all applicable State and local laws and as adopted by each individual City.

Each party to this Agreement would like to move towards a standardized rate for all of the Cities that Pasadena Humane serves. This standard rate may be determined by a licensing fee analysis and cost comparison, with recommended licensing rates to be agreed upon by all parties and ratified by the individual

Cities. In the absence of this analysis and cost comparison, licensing rates shall be established as is current practice for each individual City.

## **2.0 COMPENSATION AND BILLING**

- 2.1 **COMPENSATION.** In consideration for satisfactory and timely performance of all services provided to City under this Agreement, City shall pay Pasadena Humane the monthly amounts specified in Exhibit B. Pasadena Humane will retain 100% of all pet-licensing revenues and retain 100% of any animal impounds fees that Pasadena Humane may collect.
- 2.2 **ADDITIONAL SERVICES.** Pasadena Humane shall retain the proceeds for any additional fees for service.
- 2.3 **METHOD OF BILLING.** Pasadena Humane may submit invoices to City for approval on a progress basis, but no more often than monthly. City shall pay Pasadena Humane's invoice within forty-five (45) days from the date City receives said invoice. Any additional services outside the Scope of Service Exhibit "A" approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.
- 2.4 **RECORDS AND AUDITS.** Financial records of Pasadena Humane's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be provided to and made available to City for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date. Pasadena Humane shall provide to the City copies of its audited financial reports, annually, covering the period of this Agreement.

## **3.0 TIME OF PERFORMANCE**

- 3.1 **COMMENCEMENT AND COMPLETION OF WORK.** The professional services to be performed pursuant to this Agreement shall commence from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.
- 3.2 **EXCUSABLE DELAYS.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, pandemic, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

#### **4.0 TERM AND TERMINATION**

- 4.1 TERM. The services provided pursuant to this Agreement shall begin on the Effective Date and continue for a period of five years, ending June 30, 2031, ("Termination Date"), unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
- 4.2 APPOINTMENT. In accordance with City's Municipal Code , City appoints Pasadena Humane as the Animal Shelter of City for the period beginning on the Effective Date and ending on the Termination Date, and hereby authorizes, directs, and empowers Pasadena Humane to perform during the term of this Agreement all the powers and duties conferred and imposed upon the Shelter Director by the City's Municipal Code, applicable City policies and regulations, and state laws and regulations, as they may be amended from time to time.
- 4.3 ACCEPTING OF APPOINTMENT. Pasadena Humane shall during the term of this Agreement perform all the powers and duties conferred and imposed upon the Animal Shelter and Shelter Director, in compliance with all applicable City policies and regulations, and state laws and regulations, as they may be amended from time to time.
- 4.4 NOTICE OF TERMINATION. This Agreement may be terminated by either party by giving not less than 90 days written notice to the other party, except as referenced in Section 5.8 of this Agreement. The notice shall state the termination date.
- 4.5 COMPENSATION. City shall continue to pay Pasadena Humane pursuant to section 2.1 of this agreement each month through the termination date.

#### **5.0 INSURANCE**

- 5.1 MINIMUM SCOPE AND LIMITS OF INSURANCE. Pasadena Humane shall, at its own cost and expense, promptly secure and maintain during the life of this Agreement the following insurance:
- 5.1.1 Comprehensive general liability insurance on an "occurrence" basis, including premises, operations, products and completed operations, property damage, blanket contractual liability, independent contractors, bodily injury and personal and advertising injury with a policy of not less than Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.

- 5.1.2 Comprehensive automobile liability insurance for any owned, non-owned and hired vehicles used in the connection with the performance of this Agreement with a policy of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  - 5.1.3 Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
  - 5.1.4 Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate. Pasadena Humane shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.
- 5.2 If Pasadena Humane maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Pasadena Humane. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 5.3 ENDORSEMENTS. Each policy of insurance required hereunder shall contain or be endorsed to contain the following:
- 5.3.1 "The City of Sierra Madre and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to this subject project and Agreement with City."
  - 5.3.2 "This policy shall not be cancelled, reduced, or otherwise modified without the insurance carrier giving the City a minimum of thirty (30) days' prior written notice."
  - 5.3.3 "Any other insurance or self-insurance maintained by the City of Sierra Madre shall be in excess of and not contributing with the insurance provided by this policy."
- 5.4 WAIVER OF SUBROGATION. Pasadena Humane hereby grants City a waiver of any right to subrogation which any insurer of Pasadena Humane may acquire against City by virtue of the payment of any loss under such insurance. Pasadena Humane agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.

- 5.5 SELF-INSURED RETENTIONS. Self-insured retentions must be declared to and approved by City. City may require Pasadena Humane to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 5.6 ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII.
- 5.7 CERTIFICATES OF INSURANCE. Pasadena Humane shall submit to City a certificate of insurance and endorsements for each policy not less than one (1) day prior to beginning performance under this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive Pasadena Humane's obligation to provide them. Each certificate shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by the City. City may require complete certified copies of any or all policies at any time.
- 5.8 FAILURE TO MAINTAIN REQUIRED INSURANCE. Failure to maintain required insurance at all times shall constitute a default and material breach of this Agreement. In such event, Pasadena Humane shall immediately notify City and cease all performance under this Agreement until further directed by City other than caring for animals impounded or quarantined at Pasadena Humane's shelter prior to termination. In the absence of satisfactory insurance coverage, City shall have the option to immediately terminate this Agreement.
- 5.9 SPECIAL RISKS OR CIRCUMSTANCES. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 5.10 NON-LIMITING. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement.

## **6.0 GENERAL PROVISIONS**

- 6.1 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may only be modified in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document attached hereto, including exhibits to this Agreement.
- 6.2 DESIGNATED POINT OF CONTACT. Pasadena Humane shall designate an individual to be the point of contact for any and all operational issues involving

the City. Pasadena Humane shall provide said individual's contact information, including name and telephone number upon execution of this Agreement. Likewise, the City shall designate an individual to be the point of contact for any and all operational issues involving Pasadena Humane. The City shall provide said individual's contact information, including name and telephone number upon execution of this Agreement.

- 6.3 BUSINESS LICENSE. Pasadena Humane shall maintain a business license as required by the City Municipal Code during the duration of this Agreement and pay any fees related thereto.
- 6.4 This Agreement shall be governed by the laws of the State of California.
- 6.5 NOTICES. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) at the time of certified delivery if such communication is sent through regular United States mail.

IF TO CITY:

IF TO PASADENA HUMANE:

Christopher Ramon, President & CEO  
The Pasadena Humane Society  
361 South Raymond Avenue  
Pasadena, CA 91105

- 6.6 ATTORNEY'S FEES. In the event that legal action is necessary to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including attorney's fees from the opposing party in any amount determined by the court to be reasonable.
- 6.7 INDEMNIFICATION AND HOLD HARMLESS. Pasadena Humane shall protect, defend, indemnify, and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorneys' fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error, or omissions of Pasadena Humane, its employees, agents, or subcontractors, including claims arising out of activities on City premises or facilities, in the performance of this Agreement.

- 6.8 INDEPENDENT CONTRACTOR. Pasadena Humane is, and shall at all times remain as to City, a wholly independent contractor. Pasadena Humane shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of the Agreement. Pasadena Humane shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.
- 6.9 OWNERSHIP OF DOCUMENTS. All findings, reports, documents, information, and data including, but not limited to, computer hard drives and files furnished or prepared by Pasadena Humane or any of its subcontractors in the course of performance of this Agreement pursuant to the Scope of Services, shall be and remain the sole property of Pasadena Humane. Pasadena Humane agrees that any such documents or information shall be made available to the City for review.
- 6.10 PUBLIC RECORDS ACT DISCLOSURE. Pasadena Humane has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs, or files furnished or prepared by Pasadena Humane, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Pasadena Humane informs City of Sierra Madre of such trade secrets. City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 6.11 RESPONSIBILITY FOR ERRORS. Pasadena Humane shall be responsible for its work and results under this Agreement. Pasadena Humane, when requested, shall furnish clarification and/or explanation as may be required by City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Pasadena Humane occurs, then Pasadena Humane shall, at no cost to City, provide all necessary professional services needed to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.12 PROHIBITED EMPLOYMENT. Pasadena Humane will not employ any regular employee of City while this Agreement is in effect.
- 6.13 COSTS. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

- 6.14 NO THIRD-PARTY BENEFICIARY RIGHTS. This Agreement is entered into for the sole benefit of City and Pasadena Humane and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.
- 6.15 HEADINGS. Any heading of the several paragraphs of this Agreement is inserted for convenience and reference only and shall not be held or construed in any manner to affect the scope, or to limit or to qualify the meaning or intent of the provisions thereof.
- 6.16 CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 6.17 WAIVER. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.
- 6.18 SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 6.19 COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counterparts shall together constitute one and the same agreement.
- 6.20 CORPORATE AUTHORITY. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement

on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

6.21 ARBITRATION OF DISPUTES. Any dispute for under \$50,000 arising out of or relating to the negotiation, construction, performance, nonperformance, breach or any other aspect of this Agreement, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. Neither Party waives its right to object to the timeliness or sufficiency of any claim filed or required to be filed against each other. The Parties both reserve the right to conduct full discovery.

**IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date of the first written above.**

**ATTEST:**

**CITY:**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

Approved as to Form:

**THE PASADENA HUMANE SOCIETY:**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

Christopher Ramon, President & CEO

# **PROFESSIONAL SERVICES AGREEMENT FOR ANIMAL SHELTER AND ANIMAL CONTROL SERVICES**

Pasadena Humane / City of Sierra Madre

## **EXHIBIT A Scope of Services**

Pasadena Humane will provide all staffing, equipment, and supplies needed to provide animal care and control services, which shall include field services, sheltering services, medical services, reporting, community programming and other services described in the sections below.

Pasadena Humane will adhere to all applicable federal, state and local laws, statutes, and ordinances regarding the humane care and treatment of animals.

### **1. Field Services**

Activities involve trained field officers and dispatchers performing a variety of duties utilizing appropriate equipment. Services include:

- a. Receive calls for service 24 hours per day, seven days per week through either Pasadena Humane dispatch or after-hours answering service and dispatch staff for field response as appropriate.
- b. Respond to priority one calls no later than 90 minutes from dispatch, with 80% of all priority one calls responded to within 45 minutes of dispatch, 24 hours per day.

#### **Priority one calls include:**

- i. Seemingly vicious or dangerous animals that pose a public safety threat,
- ii. incidents in which a person has been injured by an animal at large,
- iii. calls regarding sick or injured domestic animals at large or sick or injured wildlife.
- iv. emergency situations that cannot be handled by on-duty police officers requiring animal control assistance,
- v. requests for law enforcement support in cases such as animals of deceased persons or legally detained individuals,
- vi. predatory wildlife which poses a danger to the public until such time as California Fish and Wildlife can respond and clear the call,
- vii. loose livestock,
- viii. pick up of dead animals at the request of a police officer or City official when such service cannot be reasonably delayed until the next normal business day due to exigent circumstances such as public endangerment, attractive nuisance, or a shock to the public, and

- ix. any other clearly exigent circumstance.
- c. Respond to routine calls for service, such as dogs at large, abuse/neglect complaints, within two hours during regular business hours, 8am to 8pm seven days per week. Routine calls received during non-business hours shall be handled by Pasadena Humane during the next business day.
- d. Assist and support the City's law enforcement operations when there may be animal related concerns. This includes but is not limited to providing animal control support during the execution of arrest and search warrants both inside and outside the City limits. A Certified Animal Control Officer shall participate in the pre-warrant briefing in circumstances in which the City anticipates animal related concerns in advance.
- e. Attempt to return lost-owned dogs with discernible form of owner identification to owner, or if owner cannot be located, impound.
- f. Healthy community cats, defined as cats who are free-roaming, or feral, or outdoor barn or working cats who have no discernible form of ownership identification may be accepted for the purpose of spay/neuter, and if deemed appropriate by Pasadena Humane returned to their neighborhood/home territory, commonly referred to as TNRM (trap-neuter-return-monitor);
- g. Remove dead land animals (limited to a maximum of 150 pounds) from public and private property and dispose of these animals within 24 hours during regular business hours of receiving the request, 8am to 8pm seven days per week. Pasadena Humane reserves the right to refrain from entering private property if doing so would be unsafe.
- h. Dispatch an officer to assist with an owned pet surrender when there are exigent circumstances and/or after determining there are no reasonable means for a pet owner to bring their animal to shelter (a reasonable fee may be charged to the pet owner).
- i. Share information with the public to assist community members with resources and tools to improve or maintain the health and welfare of animals in the community.
- j. Enforce all animal related local ordinances, County codes and State laws. Issue administrative or criminal citations as appropriate. City agrees to furnish Pasadena Humane with enough citation forms to perform this service.
- k. Investigate cases for possible criminal prosecution, including misdemeanor and felony crimes. Collect evidence, prepare reports, and testify in court and other hearings if necessary.

- l. Investigate animal nuisance complaints such as excessive barking and other violations. Provide investigative reports to the appropriate City entity for review and appropriate action.
- m. Investigate reports of animal bites and, for City of Sierra Madre, quarantine animals for rabies observation for ten days from the time of the bite at their owner's residence or pick up and hold the animal in quarantine at the Pasadena Humane shelter in an individual kennel where the animal will not have direct contact with other animals during its quarantine period. For animals outside of Pasadena notify the Los Angeles County Department of Rabies Control program so that their inspectors may quarantine the animal and, if desired, direct Pasadena Humane to house the animal during the quarantine period. If the animal should die during the quarantine period, Pasadena Humane shall immediately contact the presiding Public Health / Department of Health Services, as well as the animal's owner, if known.
- n. To the extent that aid is requested, available and necessary, respond to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones. Pasadena Humane will not be obligated to provide aid and assistance where such provision would be disproportionately detrimental to the public health, safety or welfare of its employees or the communities it serves.
- o. In the case of an emergency call by the City Police Department to impound a legally detained individual's property, Pasadena Humane may assess a reasonable impoundment fee to the owner of the animal, to be collected at the time of pick-up. If any governmental entity, including the City, requests Pasadena Humane society to impound a particular animal or animals to be held as evidence in a jurisdictional proceeding or for any other purpose, Pasadena Humane may assess a reasonable impound fee to such governmental entity for any impound period for those species of animals not kept, stored, fed, maintained, or housed in the ordinary course or scope of business as an animal shelter (i.e. animals other than dogs, cats, rabbits, or other small pets).
- p. Provide "Directed Patrol Services" as requested by the City, defined as patrol services intended for a specific area or problem for a limited duration for the purpose of addressing enforcement issues relating to animals.
- q. When healthy kittens are found or reported, Pasadena Humane may ask the finding party to monitor the litter and/or ask the finder to foster and/or impound kittens. Any sick, injured or unhealthy kittens will be impounded by Pasadena Humane.

*Please note: Pasadena Humane does not respond to calls regarding healthy non-predatory wildlife.*

## **2. Shelter Services**

Represents services provided by Pasadena Humane to meet the needs of animals collected in the field within the boundaries of the City and animals relinquished or turned in at the Pasadena Humane facility that have originated within the boundaries of the City. Services are dedicated to providing a comfortable and safe environment for all animals admitted regardless of how they came in, when they came in, or their age, health status and behavior, as well as providing accessibility to the public to obtain services and/or reclaim pets. Services include:

- a. Provide food, water, and shelter for impounded animals daily, seven days per week.
- b. Provide species-appropriate sheltering and enrichment to ensure sheltered pets are able to rest comfortably and are free to express normal behavior.
- c. Provide behavior assessment and attempt to remediate problem behaviors.
- d. Attempt to reunite lost pets with their owners.
- e. Make best efforts to place every healthy and safe animal.
- f. Animals found within the City may be turned in by appointment during regular business hours at the Pasadena Humane facility. Members of the public looking to turn in a found animal may, at the discretion of Pasadena Humane, be asked to help locate the owner by, including and not limited to, posting signs, checking with neighbors, utilizing social media, up to when appropriate and safe holding the animal while performing the above actions.
- g. After all other resources or alternatives have been exhausted and when impound is deemed the best agreed upon outcome for community members seeking assistance with their pet, owned animals may be surrendered at the shelter, by appointment based on capacity. Pasadena Humane will make every effort to collect a reasonable fee from owners surrendering their pets.
- h. Where appropriate, healthy cats may be accepted for the purpose of spay/neuter, and if deemed appropriate by Pasadena Humane safely and appropriately returned to their neighborhood/home territory, commonly referred to as TNRM (trap-neuter-return-monitor).
- i. Quarantine and observe animals for rabies and other diseases at the direction of the Department of Public Health.
- j. Provide emergency response to pets displaced by wildfires or other disasters.
- k. Hold animals that are the subject of criminal investigations or other legal or administrative proceedings.

- l. Provide euthanasia services to impounded animals as deemed appropriate.
- m. Properly dispose of deceased animals.
- n. Maintain a website with pictures of impounded and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes.
- o. Return any animal to the animal's owner or return cats to their neighborhood/home territory with or without impoundment if it is deemed by Pasadena Humane to be the best outcome for the animal.
- p. Maintain regular hours of operation for the public seeking an appointment to find a lost pet, impound a found pet, or surrender an owned pet.
- q. Microchip all dogs, cats and rabbits prior to reunification or placement, unless exigent circumstances such as animal illness delay or prevent service.
- r. When healthy kittens are brought to the shelter, Pasadena Humane may ask the finding party to monitor the litter and/or ask the finder to foster and/or impound kittens. Any sick, injured or unhealthy kittens will be impounded by Pasadena Humane.

### **Medical Services**

Represents services dedicated to providing medical services to animals in the shelter.

Services include:

- s. Provide access to licensed veterinary medical care, 24 hours per day, 7 days per week for impounded and sheltered animals.
- t. Provide limited health screening examinations and, if deemed necessary by a shelter veterinarian, treatment to all animals entering the shelter.
- u. Provide core vaccinations to cats and dogs and provide medical care to sheltered animals to ensure freedom from pain, injury or disease, and in accordance with standards of care set by the Association of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters.
- v. Perform spay and neuter services for all dogs, cats and rabbits, unless a veterinarian certifies that the animal is too sick or injured, or that it would otherwise be detrimental to the health of the animal, to be spayed or neutered.

### **3. Reporting**

To ensure transparency Pasadena Humane will file annual reports to the State as required by law. Pasadena Humane will also provide the City with its audited financial reports covering the terms of this Agreement. The preparer of Pasadena Humane's audited financial reports shall satisfy the City as to the reasonableness, accuracy, and completeness of the audited financial reports.

- a. **Monthly Reporting** - Pasadena Humane will provide the City with a monthly report that includes a summary of operations and activities, including the following:
  - i. Numbers of stray and deceased animals picked up in City
  - ii. Animal control activities by type
  - iii. Number of animal control service calls responded to within the City, including type of service.
  - iv. Impound reports by species, wild and domestic
  - v. Animal intake total broken down by species for stray, seized, surrendered by owner, or otherwise, as well as duration of stay
  - vi. Animal final disposition/outcome broken down by species with an animal description, including returned to owner, adopted, transferred to another agency, returned to field, died or lost in shelter, and euthanized
    - 1. Humane Euthanasia data will include the reason for humane euthanasia.
  - vii. Kennel inventory
  - viii. Summary of licensing outreach activities.
  - ix. Number of low-cost spay and neutering services provided, including species, provided to City residents
  - x. Fee reports itemizing all license, impound, and other fees and penalties collected by Pasadena Humane
- b. **Annual Reporting** - Pasadena Humane will also provide an annual operations report summarizing services performed and operations conducted by Pasadena Humane during the prior year, stratified as to the geographic source of performance factor (i.e., the Cities of Arcadia, Bradbury, La Cañada Flintridge, Monrovia, Pasadena, San Marino, Sierra Madre, and South Pasadena).
- c. **Incident Reporting** - Incident reports, such as allegations of animal bites or “nuisance animal” are provided to the Health Department, City Attorney’s Office, and/or Code Compliance Office (depending on jurisdiction) for consideration of scheduling a hearing.

#### **4. Community Programming & Other Services**

Pasadena Humane is a safety net for the community’s animals in need. As such, at no cost to the City, Pasadena Humane shall provide community education and diversion programs to promote: a) companion animals residing in loving families, and b) peaceful co-existence with wildlife. Services will include:

- a. Provide low-cost public spay/neuter, vaccination clinics, and microchipping services.

- b. Based on availability of resources, provide emergency services to pet owners in distress, such as a pet-food pantry and temporary boarding.
  - c. Offer public education in animal behavior and animal training classes.
  - d. Operate humane education programs for youth.
  - e. Offer wildlife education through a variety of platforms.
  - f. As one of only two shelters in Southern California licensed to provide wildlife rehabilitation, offer rehabilitation services to injured and orphaned wildlife when there is a high probability that the animal can successfully be returned for survival in the wild after rehabilitation.
  - g. Issue City animal licenses for rabies vaccinated pets in compliance with terms contained in Professional Services Agreement for Animal Shelter and Animal Control Services.
5. **Fees charged to public** - Pasadena Humane may charge the public fees, or waive fees with the exception of licensing fees, for these services at its sole discretion.
6. **City Promotion of Pasadena Humane programs and services** - City agrees to promote licensing, vaccination, spay/neuter, and microchipping of pets through City channels and forums, including and not limited to social media, website and printed materials at relevant City offices.

# PROFESSIONAL SERVICES AGREEMENT FOR ANIMAL SHELTER AND ANIMAL CONTROL SERVICES

Pasadena Humane / City of Sierra Madre

## EXHIBIT B Contract Pricing

Monthly amounts in US dollars due and payable on the first of each month for each of the 12 months in each contract year. Year 1 begins on July 1, 2026.

City of:	Year 1	Year 2	Year 3	Year 4	Year 5
	2026-27	2027-28	2028-29	2029-30	2030-31
Arcadia	32,835	34,005	35,218	36,473	37,773
Bradbury	1,181	1,332	1,501	1,693	1,908
La Canada Flintridge	10,055	10,083	10,111	10,139	10,167
Monrovia	24,571	26,527	28,638	30,918	33,379
Pasadena	165,664	169,994	174,437	178,996	183,674
San Marino	8,599	8,903	9,217	9,542	9,879
Sierra Madre	5,174	5,590	6,038	6,524	7,048
South Pasadena	17,377	18,045	18,739	19,459	20,207



# CITY OF SIERRA MADRE

## STAFF REPORT

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### CITY MANAGER'S OFFICE

**DATE:** May 26, 2026

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** **Professional Services Agreement with California Consulting, Inc. for Grant Research, Identification, Writing, and Administration Services in the Amount of \$111,400**

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#### **RECOMMENDATION**

It is recommended that the City Council approve the Professional Services Agreement with California Consulting, Inc. in the amount of \$111,400 for two-year period with an optional renewal.

#### **SUMMARY**

The City has an ongoing need to identify and pursue competitive grant funding opportunities to support capital projects, programs, and initiatives across multiple departments. Staff is recommending approval of a two-year Professional Services Agreement with California Consulting, Inc., the largest grant writing firm in California, to provide comprehensive grant research, identification, application preparation, and, where eligible, post-award grant administration services. Under the proposal, California Consulting will provide these services on a flat monthly retainer of \$4,600 plus reimbursement of out-of-pocket expenses, with a base term of two years beginning July 1, 2026, and with option in Year 3 for the City to continue or discontinue services

#### **DISCUSSION & ANALYSIS**

The City of Sierra Madre increasingly relies on external grant funding to supplement limited General Fund and special fund resources for transportation, public safety, climate and energy projects, parks, recreation, and other community priorities. The evolving grant landscape at the federal, state, and regional levels requires continuous monitoring, technical expertise, and the ability to prepare highly competitive applications under tight timelines.

California Consulting, founded in 2004, has specialized in representing public agencies and non-profit organizations and has secured over \$1.5 billion in grant funding for its clients since inception. The firm is the largest grant writing firm in California, with over 250 clients statewide, including more than 150 cities and over 50 school districts, and employs a team of more than 30 grant writers supported by approximately 40 staff members located across the state. Staff believes that leveraging this depth of experience will significantly enhance the City's ability to secure competitive grants.

#### **Scope of Services**

Under the proposed agreement, California Consulting will provide comprehensive grant funding services including, but not limited to:

- Conducting an initial and ongoing needs assessment with City department heads and key staff to identify funding priorities and projects.
- Facilitating department-level decision-making regarding which grants to pursue based on program fit, competitiveness, and staff capacity.
- Performing continuous grant research and identification, tracking current and upcoming grant opportunities, and providing the City with recommended opportunities matched to City priorities.
- Preparing complete grant application packages, including scopes of work, budgets, timelines, narratives, and supporting documentation, in close coordination with City staff.
- Coordinating letters of support as needed, and ensuring timely submission of all grant applications.
- Monitoring funding agencies until awards are announced and providing post-award grant administration and compliance services where funding allows or as separately authorized by the City.
- Providing monthly progress reports detailing grants available, in progress, submitted, and awarded, to support staff and inform the City Council.
- Monthly meetings with City staff to ascertain needs and goals.

California Consulting's process emphasizes quality assurance through internal peer review, regular meetings between Project Managers and Grant Managers, and structured timelines designed to avoid last-minute submissions. Each client is assigned a lead Project Manager who maintains regular communication and tailors grant strategies to the client's priorities.

The proposed Professional Services Agreement establishes a two-year term commencing July 1, 2026, and ending June 30, 2028, subject to annual appropriations. The structure includes explicit City options in Year three (3) that allow the City Manager, at the direction of the City Council, to continue or discontinue the agreement based on performance, funding availability, and the City's strategic priorities. The agreement will also include typical termination for convenience provisions, enabling the City to terminate the contract with appropriate notice.

California Consulting proposes to provide monthly retainer services, inclusive of grant research, identification, grant writing, and post-award administration as needed, for a flat monthly rate of \$4,600. Staff finds the proposed rate consistent with the level of service, and the anticipated volume of grant activity needed for the City over the next several years.

### **STRATEGIC PLAN RELATIONSHIP**

Goal 2 - Organizational Stability: Build on Fiscal Stability

Goal 3 - Organizational Stability: Invest in Innovation and Technology

### **ENVIRONMENTAL ANALYSIS**

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.

### **FISCAL IMPACT**

The proposed agreement would establish a flat monthly retainer of \$4,600, plus reimbursement for approved out-of-pocket expenses, for an annual base cost of approximately \$55,200, excluding reimbursable expenses. Funding in the amount of \$111,400 from the General Fund is proposed for the initial two-year term, covering Fiscal Years 2026-27 and 2027-28. The agreement also includes an explicit City option for a third year, allowing the City Manager, at the direction of the City Council, to continue or discontinue the agreement based on consultant performance and the availability of funding.

Approved by:

*Mike*

---

Michael Bruckner  
City Manager

**Attachments**

[Attachment 1 - 2026-07-01 Agreement\\_California Consulting\\_Draft.pdf](#)

[Attachment 2 - City of Sierra Madre- Monthly Retainer Proposal.pdf](#)

# PROFESSIONAL SERVICES AGREEMENT

## FOR CONSULTANT SERVICES

(City of Sierra Madre / California Consulting, Inc.)

### 1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”), and California Consulting, Inc., a California Corporation (“Consultant”).

### 2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Grant Writing Services
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3 Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

### 3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s April 23, 2026 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Agreement Administrator”: The Agreement Administrator for this project is Assistant City Manager, Miguel Hernandez. 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 Consultant

- 3.3 “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4 “Maximum Amount”: The highest total compensation and reimbursable costs payable to Consultant by City under this Agreement. The Maximum Amount for the initial two (2) year term shall not exceed One Hundred Eleven Thousand Dollars (\$111,000). At the City’s sole discretion, this Agreement may be extended for up to one (1) additional one-year term. For each optional extension year, the Maximum Amount may be increased by an annual adjustment tied to the Consumer Price Index (CPI) or another mutually agreed-upon measure of inflation, not to exceed a reasonable percentage increase per year as determined by the City. The maximum amount for the one-year extension will not exceed Fifty-Eight Thousand Dollars (\$ 58,000.00).
- 3.5 “Commencement Date”: 07/01/2026
- 3.6 “Termination Date”: 06/30/2028

#### 4. TERM

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

#### 5. CONSULTANT’S DUTIES

- 5.1 **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.3 **Campaign Contributions.** This Agreement is subject to Government Code Section 84308, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party’s agent. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Consultant’s execution of this Agreement.

## 6. SUBCONTRACTING

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

## 7. COMPENSATION

- 7.1 **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2 **Invoices.** Consultant 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. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3 **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4 **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5 **Additional Work.** Consultant 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 through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

## 8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant 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. Consultant 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 Consultant.

## 9. RELATIONSHIP OF PARTIES

- 9.1 **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

## 10. INDEMNIFICATION

- 10.1 **Definitions.** For purposes of this Section 10, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 10.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant 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 Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

## 11. INSURANCE

- 11.1 **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 11.2 **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 Consultant’s obligation to provide them. Consultant 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: City of Sierra Madre Legislative Grant Writing Services
  - Documentation of Best’s rating acceptable to the City.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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

Professional Liability Insurance:	\$1,000,000 per occurrence, \$2,000,000 aggregate
General Liability:	

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000

Medical Expense (any 1 person) \$5,000

Workers' Compensation:

Workers' Compensation	Statutory Limits
EL Each Accident	\$1,000,000
EL Disease - Policy Limit	\$1,000,000
EL Disease - Each Employee	\$1,000,000

Automobile Liability

Any vehicle, combined single limit \$1,000,000

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

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

If to City:

Michael Brucker, City Manger  
City of Sierra Madre  
232 W. Sierra Madre Blvd.  
Sierra Madre, CA 91024  
Tel: 626-355-7135  
Email: [mbruckner@sierramadreca.gov](mailto:mbruckner@sierramadreca.gov)

If to Consultant:

California Consulting, Inc.  
214 Main Street, Suite 102  
El. Segundo, CA 90245  
Tel: 323-728-9002  
Email: [steve@californiaconsulting.org](mailto:steve@californiaconsulting.org)

With a courtesy copy to:

Aleks R. Giragosian, Esq.  
Sierra Madre City Attorney  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd., Suite 850  
Pasadena, CA 91101  
Tel: 213.542.5700  
Email: AGiragosian@chwlaw.us

**14. TERMINATION**

Either party may terminate this Agreement for any reason on seven calendar days' written notice to the other party. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

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

“CITY”  
City of Sierra Madre

“CONSULTANT”  
California Consulting, Inc.

**Authorized Signatories**

Printed: Michael Brucker  
Title: City Manager

Printed: Steve Samuelian  
Title: CEO

**Attest:**

Printed: Laura Aguilar  
Title: City Clerk

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

**Approved as to form:**

Printed: Aleks Giragosian  
Title: City Attorney  
Date: \_\_\_\_\_



## A Proposal for the City of Sierra Madre

### *History*

Founded in 2004, California Consulting has an excellent reputation for hard work and a commitment to success for our clients. California Consulting is the largest grant writing firm in California. With offices in Southern California, Northern California and Central California, we have over 250 clients statewide. We have 40 members of our team from Chico in the North, to San Diego in the South. California Consulting has developed an expertise in representing public agencies, and non-profit organizations. We have secured over \$1.5 billion for our clients since inception. The California Consulting team boasts over 30 grant writers. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. California Consulting grant writers have written over 1,700 competitive grant applications that have been funded. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our professional grant writers are diligent and stay current on every Federal and State grant available on a myriad of different topics and public policy areas. Whether it is transportation, public health, climate, energy, environment, recreation, education, parks, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

### *Grant Funding Services*

California Consulting is a full service grant writing firm. We are experts in the fields of grant research and identification. We prepare comprehensive and concise grant application packages. We submit grants in a timely fashion and follow through after the grant has been submitted to determine the status of the grant. We also conduct post award compliance and administration. California Consulting has a fundamental business philosophy founded on open communication and tailoring the grants we pursue to fit our client's needs.

**1. Needs Assessment (Meetings with Department Heads to review priorities and funding needs):**

We learn about the client at the outset of the contract by conducting an in-depth Needs Assessment. Each client is assigned a lead Project Manager. The Project Manager communicates regularly with the client and on an ongoing basis. This relationship building is the key to keeping the grants pursued on target with the client's overall goals.

*Sample questions asked during the Needs Assessment:*

- a) List and describe any program initiatives or priority projects.
- b) What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
- c) List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
- d) List past grants that your agency has received.
- e) List past grant applications you would like to revise and submit again.

**2. Facilitation of Department Decision Making Processes:** Our Project Managers are experts on grant identification. With years of experience, your Project Manager will be

able to assist your Staff in deciding which grants make the most sense to meet the funding needs identified.

3. **Grant Research and Identification:** Our Project Manager's conduct thorough research on an ongoing basis. We track current and upcoming grants in order to let our client's know what is available and what we recommend would fit their situation. By regularly tracking grant announcements we are able to present these grant opportunities to our clients as soon as they are released. California Consulting will provide you with a Grant Activity Report monthly detailing the grants available, grants in progress and grants submitted. You will also be provided with available grant opportunities on an ongoing basis.
4. **Client Commitment:** When identifying grants that meet your needs and funding priorities, your Project Manager will advise you of the estimated time commitment required from your staff.
5. **Grant Preparation Process:** When your staff and California Consulting agree to pursue a grant, we will develop a checklist and schedule. The checklist and schedule will include what things you will be responsible for and when we will need them submitted. We need your staff involved in the grant preparation process to provide required information we don't have access to. The Project Manager will provide you with grant portions along the way to review for content accuracy. The more engaged you are able to be in this process, the higher quality the application will be. California Consulting retains copies of all grants we've submitted. If the application was successful, we use it as a guide for future grants. Below is a list of general tasks for our grant process:
  - a. Create a task timeline with due dates
  - b. Ensure the proposed project meets the grant agency's requirements
  - c. Review similar successful grant applications and apply where possible
  - d. Collect information on the project
  - e. Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
  - f. Obtain letters of support when necessary
  - g. Draft proposals and send to staff for review
  - h. Incorporate staff edits in final drafts
  - i. Submit completed application timely
  - j. Monitor funding agency until grant awards are announced.
6. **Quality Assurance:** California Consulting takes pride in our impeccable grant applications. We are successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Project Managers regularly. In addition, our Grant Managers meet individually with each Project Manager to review each client. These meetings thoroughly discuss each client's needs, what grants are being worked on and what additional grants may be a good fit. We ensure the best quality product before the grant application is submitted.
7. **Facilitation of Partnership Meetings:** Our Project Managers will arrange and schedule meetings with key personnel to review all grants prior to submission to ensure application accuracy.
8. **Timely Submission:** We create a precise timeline to ensure the grant is submitted on time. This timeline not only captures the submission deadline, but we create other deadlines in order to obtain the information needed for a quality submission. We believe if everyone is on the same page and is aware of what needs to be done, we can limit scrambling at the last minute.
9. **Funding Agency Monitoring:** California Consulting will monitor the Funding Agency until grant awards are announced.

10. **Grant Administration:** Some grants require post award compliance, reporting and administration. California Consulting will prepare required agency reports and submit them by the required due date. We propose that to the extent legally allowed, the Client hire California Consulting as grant administrators when dollars are available from within the grant (at no additional cost to you). When grant dollars from the grant are not available for administration, reporting and evaluation purposes we will provide these services to the Client for a monthly fee, or a one-time fee based on the Client's preference. If the Client chooses the monthly retainer option, grant administration services are included.
11. **Monthly Progress Reporting:** California Consulting will prepare a monthly report reflecting grants in progress, grants submitted and grants awarded. This will provide you and your Council with a clear report on our work.

### ***References***

California Consulting references include key leaders from around the State. All of our current clients are references. California Consulting currently has contracts with over 150 cities across California, over 50 School Districts, Non-Profits and others. A full client list can be obtained at [www.californiaconsulting.org](http://www.californiaconsulting.org).

### ***Pricing and Terms***

California Consulting will provide monthly retainer services from July 1, 2026 - June 30, 2027.

#### **Pricing Option 1: Monthly Retainer**

California Consulting's monthly retainer services include all grant research, grant identification, grant writing, and post award administration as needed.

<b>Task</b>	<b>Included in Price</b>
Meet with Client Staff to ascertain needs and goals	√
Conduct background research as requested by Client	√
Provide advice on best grants for Client to pursue based on project and grant requirements and guidelines	√
Attend meetings in person or by teleconference as necessary	√
Develop schedule for grants chosen by Client	√
Preparing and writing all grant applications chosen by Client	√
Develop evaluation strategies in accordance with funding agency's instructions	√
Adhere to decisions made by Client relating to grants	√
Write all sections of grant applications and proposals	√
Draft and finalize grant language with direction of Client	√
Ensure timelines for grant submittal are met	√
Monthly reports to include grants in progress, grants submitted, and grants awarded	√
Regular communication via email and/or phone regarding upcoming grant opportunities	√
Grant administration and post award compliance as needed	√

We propose a flat monthly rate of **\$4,600.00** plus reimbursement of out of pocket expenses for services explained above.



# CITY OF SIERRA MADRE

## STAFF REPORT

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### PUBLIC WORKS SERVICES

**DATE:** May 26, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Brian Dickinson, Director of Public Works  
By: Eric Lozick, Management Analyst

**SUBJECT:** Declaration of City-Owned Vehicles as Surplus in accordance with Sierra Madre Municipal Code Section 3.08.100(C)

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#### **RECOMMENDATION**

It is recommended that the City Council declare two City-owned vehicles as surplus property and authorize the City Manager to dispose of the vehicles in accordance with Sierra Madre Municipal Code Section 3.08.100(C).

#### **SUMMARY**

The City has identified two City-owned vehicles that are no longer suitable for continued municipal use. The vehicles include a 2017 Chevrolet Volt assigned to the Police Department that sustained collision damage and a 1999 Ford F-350 assigned to the Public Works Department that has transmission-related mechanical issues. Declaring these vehicles as surplus will allow staff to remove them from the City's active fleet inventory and proceed with disposal in accordance with the City's applicable surplus property procedures.

#### **DISCUSSION & ANALYSIS**

The City periodically reviews its vehicle inventory to identify vehicles that are no longer operational, no longer cost-effective to maintain, or no longer needed for City operations. Vehicles that have sustained significant damage require substantial repairs or are no longer practical for continued municipal use may be declared surplus and removed from the City's fleet.

The Public Works Department has identified the following two vehicles for surplus designation:

1. Unit 1132, 2017 Chevrolet Volt, Police Department, VIN 1G1RC6S56HU189812. This vehicle sustained collision damage and is no longer suitable for continued City use.
2. Unit 5117, 1999 Ford F-350, Public Works Department, VIN 1FDWF36S2XEC89121. This vehicle has transmission-related mechanical issues and is no longer cost-effective for continued City use.

Declaring these vehicles as surplus will allow staff to proceed with disposal in accordance with Sierra Madre Municipal Code Section 3.08.100(C). The vehicles will be disposed of in a manner intended to obtain the best value reasonably available to the City, considering their age, condition, damage, mechanical status, and remaining market value.

## **STRATEGIC PLAN RELATIONSHIP**

This action supports the City's goal of organizational sustainability by allowing the City to remove unusable or uneconomical vehicles from the fleet, reduce unnecessary maintenance obligations, and recover residual value where possible.

## **ENVIRONMENTAL ANALYSIS**

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

## **FISCAL IMPACT**

There is no fiscal impact associated with declaring the vehicles surplus. Any proceeds received from the disposal of the surplus vehicles will be recorded as revenue in the appropriate City fund, consistent with City accounting procedures. Due to the age, condition, collision damage, and mechanical issues associated with the vehicles, the amount of revenue that may be received cannot be estimated at this time.

Approved by:

A handwritten signature in blue ink that reads "Mike".

---

Michael Bruckner  
City Manager



# CITY OF SIERRA MADRE

## STAFF REPORT

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### PLANNING & COMMUNITY PRESERVATION

**DATE:** May 26, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Clare Lin, Director of Planning & Community Preservation

**SUBJECT:** **Fourth Amendment to the Professional Services Agreement with Willdan Engineering**

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#### **RECOMMENDATION**

It is recommended that the City Council approve the Fourth Amendment to the Professional Services Agreement with Willdan Engineering to include Grading and Drainage Services for plan review and inspection services on a percentage fee basis, and authorize the City Manager to execute such contract in a form acceptable to the City Attorney.

#### **SUMMARY**

On April 14, 2021, the City Council and Willdan Engineering entered into a Professional Services Agreement for building inspection and plan review services on a percentage-fee basis. The fourth amendment amends the "Scope of Services" with Willdan Engineering to include grading and drainage services on private property as part of the Building and Safety Division for the City of Sierra Madre, under the direction of the Director of Planning and Community Preservation.

#### **DISCUSSION & ANALYSIS**

Since 2021, Willdan Engineering has provided ongoing support to the City's Building and Safety services as part of the overall contract for professional services. Currently, a Certified Building Official or Deputy Building Official provides counter assistance and final sign-off of project plans for approximately 4 hours per week, and a full-time Building Inspector provides building inspection services totaling 40 hours per week (Monday through Thursday, including working Fridays when City Hall is closed to the public). These services are billed at a rate equal to 70% of City permit fees. The Building Official and Deputy Building Official also provide over-the-counter plan review for minor residential and commercial projects at 60% of the City plan check fee, and plan check services for commercial projects are likewise billed at 60% of the applicable plan check fee. For projects where no fee is collected, such as Public Works improvements or inspection of permits issued prior to the start of this contract, services are billed at Willdan's discounted rate, which reflects a twenty percent reduction from their standard hourly rates. Willdan Engineering also currently provides plan check services to review residential and commercial landscape plans for compliance with the City's Water Efficient Landscape Ordinance; these landscape plan reviews are billed on a lump-sum basis for initial plan check and one recheck, depending on the size and complexity of the proposed landscape plans.

Due to recent organizational restructuring, the City Manager has reassigned private-property grading and drainage responsibilities to the Department of Planning and Community Preservation, creating a need to expand the scope of Willdan's services to include grading and drainage plan review and inspection under this agreement. Low Impact Development review will remain with the Department of Public Works in order to comply with state stormwater discharge regulations and associated state reporting requirements.

The Addendum to the Scope of Services and Compensation and Fee Scheduled are included herein as Attachment 2.

### **STRATEGIC PLAN RELATIONSHIP**

Strategic Objective: Build an organization that is innovative, financially stable, and consistently delivers a high level of service.

- Goal 1. Improve Staff Stability
- Goal 2. Build on Fiscal Stability

### **ENVIRONMENTAL ANALYSIS**

Not a CEQA Project under: 14 CCR 15378(b)(2)- continuing administrative or maintenance activities.

### **FISCAL IMPACT**

There is no impact to the General Fund as a result of the recommended action. Inspections and plan check services are funded through permit fee revenue on a "percentage of fees" basis, ensuring that contract costs do not exceed revenues collected and allowing for full cost recovery. For FY 2025–26, the City has budgeted approximately \$1,250,000 in revenue and \$820,000 in corresponding expenditures for these services. Similar revenue and expenditure levels are incorporated into the proposed FY 2026–27 budget for City Council consideration and approval. While building permit activity can fluctuate and is difficult to precisely project, this fee-based structure allows revenues and expenditures to adjust proportionally. Approval of the FY 2026–27 budget will include the necessary appropriation for these services based on projected activity.

Approved by:



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Michael Bruckner  
City Manager

### **Attachments**

- [1. 4th Amendment to Willdan Planning PSA.pdf](#)
- [2. Sierra Madre Addendum Grading.pdf](#)

**AMENDMENT NO. 4  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**

This Amendment No. 4 (“Fourth Amendment”) is entered into between the City of Sierra Madre, a California municipal corporation (“City”), and Willdan Engineering, a California corporation (“Consultant”), to amend the Professional Services Agreement for Consultant Services between the parties with a commencement date of May 11, 2021 (“Agreement”).

**RECITALS**

- A. Under the Agreement, the Consultant provides the services of Building Inspector, Building Official, and Plan Examiner;
- B. The Parties executed an Amendment No. 1 on January 6, 2022, to add Fire Marshal, Fire Plan Review, and Fire Inspection Services to the Scope of Services, which by its own terms expired on January 6, 2023, resulting in the original Scope of Services taking effect;
- C. The Parties executed an Amendment No. 2 on January 19, 2022, to add Code Enforcement Services to the Scope of Services, which by its own terms expired on January 19, 2023, resulting in the original Scope of Services taking effect; and
- D. The Parties executed an Amendment No. 3 on May 6, 2024, to extend its duration and enlarge the Maximum Amount; and
- B. The parties desire to amend this Agreement to add Grading and Drainage Services to the Scope of Services.

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

- I. Section 3.2 of the Agreement is amended to read as follows, with deletions denoted by ~~struck through~~ text and additions denoted by underlined text:  
  
3.2. “Scope of Services”: Such professional services as are set forth in the Consultant’s April 8, 2021 proposal to the City attached hereto as Exhibit A and Addendum to the Services dated May 4<sup>th</sup>, 2026 incorporated herein by this reference.
- II. Integration. This Third Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the extent there is any conflict between this Third Amendment and the Agreement, the terms and provisions of this Third Amendment shall control. This Third Amendment and the Agreement, including any exhibits attached to the Agreement, integrate all the terms and conditions of the Parties’ agreement and supersede all negotiations with respect hereto.
- III. Severability. If any provision of this Third Amendment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

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

**CITY OF SIERRA MADRE**  
**(“City”)**

**WILLDAN ENGINEERING**  
**(“Consultant”)**

AUTHORIZED SIGNATORIES:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Micheal Bruckner

Name: Patrick Johnson

Title: City Manager

Title: Vice President Building & Safety

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

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

ATTEST:

By: \_\_\_\_\_

Name: Laura Aguilar

Title: City Clerk

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

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: Aleks Giragosian

Title: City Attorney

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

May 4, 2026

**City of Sierra Madre**

ATTN: Clare Lin, Planning Director  
232 W. Sierra Madre Blvd.  
Sierra Madre, CA 91024

**Subject: Grading & Drainage Plan Review and Inspection Services Addendum**

Dear Clare Lin:

**Willdan Engineering** is pleased to present this Proposal to the **City of Sierra Madre** to provide grading and drainage plan review and inspection services. Willdan has been providing full Building & Services to the City for decades, thus our staff has extensive experience working with the City's procedures and expectations for quality service to the community.

**SCOPE OF WORK**

Willdan will perform grading and site accessibility plan review for projects constructed in the City for conformance with City codes and ordinances, including the City grading code and manual, California Building Codes related to site accessibility, or consistent with the City's Drainage design policies.

Willdan's staff assigned to City projects has a thorough knowledge of civil engineering principles and practices and site improvement design requirements. All plan reviews are completed using City-established policies and procedures. We will utilize the City's grading plan checklist as applicable. Willdan will ensure plans meet applicable codes and ordinances upon completion of plan reviews, evaluation of the engineers cost estimate, and final recommendation on the bond amount and permit fees.

Inspection Services: Field inspection services associated with grading and drainage permits and related site work.

**FEES**

Fees for the above services will be based on the existing rate structure established in the Agreement as follows:

- Grading and Drainage Plan Review: 60% of the applicable plan review fees
- Inspection Services: 70% of the applicable permit inspection fees

Invoices will be prepared and submitted in accordance with the billing provisions of the Agreement. All other terms, conditions, and provisions of the Agreement shall remain unchanged and in full force and effect.

Please feel free to contact Project Manager, Sarkis Nazerian, at [snazerian@willdan.com](mailto:snazerian@willdan.com) or (626) 660-7824 should you need any additional information.

Respectfully submitted,

**WILLDAN ENGINEERING**



Patrick Johnson, PE, CBO  
Vice President Building & Safety, Code Enforcement, and Fire Services



# CITY OF SIERRA MADRE

## STAFF REPORT

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### PUBLIC WORKS SERVICES

**DATE:** May 26, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Brian Dickinson, Director of Public Works  
By: Eric Lozick, Management Analyst

**SUBJECT:** **Resolution No. 26-41 Initiating FY 2026/27 Downtown Landscaping and Lighting Maintenance District Proceedings**

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#### **RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 26-41, initiating proceedings for the levy and collection of assessments and ordering NBS to prepare and file with the City Clerk the Engineer's Report for the Downtown Landscaping and Lighting Maintenance District for Fiscal Year 2026/27.

#### **SUMMARY**

The proposed action begins the annual assessment levy process for the Downtown Landscaping and Lighting Maintenance District. Adoption of the resolution directs NBS to prepare and file the Fiscal Year 2026/27 Engineer's Report for the District. This action does not levy the assessment. It is the first procedural step required before the City Council may consider the Engineer's Report, adopt a Resolution of Intention, set a public hearing, and later consider confirming the assessment and ordering the levy.

#### **DISCUSSION & ANALYSIS**

The Downtown Landscaping and Lighting Maintenance District was formed under the Landscaping and Lighting Act of 1972. The annual levy process begins with a resolution that initiates proceedings and orders the preparation of the Engineer's Report.

If the City Council adopts the resolution initiating proceedings, NBS will prepare and file the Engineer's Report with the City Clerk. The City Council will then consider the Engineer's Report and a Resolution of Intention to levy and collect assessments for Fiscal Year 2026/27. That subsequent action would set a public hearing for June 9, 2026, to receive public comment, consider any protests or objections, confirm the assessments, and order the levy.

The City of Sierra Madre established the Downtown Landscaping and Lighting Maintenance District to replace the City's four previous special assessment districts. The District funds services and improvements within the City's Downtown business district, including Street Lighting, Street Tree and Other Landscape Maintenance, Park Maintenance, and associated administrative and maintenance activities.

In 1996, California voters adopted Proposition 218, the Right to Vote on Taxes Act, which added Article XIII D to the California Constitution and imposes substantive and procedural requirements for levying special assessments. Assessments may be imposed only for a special benefit conferred on an assessed parcel, and assessments must be proportional to, and no greater than, the special benefit conferred on that parcel. Parcels within the boundary of the Downtown Landscaping and Lighting Maintenance District receive special benefit from the District improvements, and the annual assessments are proportional to the special benefit conferred.

The City collects the assessments through the Los Angeles County secured property tax roll. The Landscaping and Lighting Act of 1972 requires the City Council to adopt a resolution initiating proceedings, a resolution of intention, and a resolution confirming the assessment and ordering the levy. A public hearing is required before adoption of the resolution confirming the assessment and ordering the levy.

### **STRATEGIC PLAN RELATIONSHIP**

This action supports continued maintenance of downtown public infrastructure, public facilities, and related services within the City's Downtown business district.

### **ENVIRONMENTAL ANALYSIS**

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

### **FISCAL IMPACT**

There is no fiscal impact associated with initiating proceedings. This action does not levy an assessment, appropriate funds, award a contract, or authorize new expenditures.

Approved by:

A handwritten signature in blue ink that reads "Mike".

---

Michael Bruckner  
City Manager

### **Attachments**

[1. Resolution 26-41 - Initiation Downtown LLMD 26-27.pdf](#)

## RESOLUTION NO. 26-41

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS AND ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR THE DOWNTOWN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT FOR FISCAL YEAR 2026-2027

#### RECITALS

**WHEREAS**, the City Council of the City of Sierra Madre has formed the Downtown Landscaping and Lighting Maintenance District (the "District") pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code, commencing with Section 22600 (the "Act");

**WHEREAS**, the City has retained NBS for the purpose of assisting with the annual levy of the District and preparing and filing the Engineer's Report for Fiscal Year 2026/27;

**WHEREAS**, the City Council desires to initiate proceedings for the levy and collection of assessments within the District for Fiscal Year 2026/27 and order preparation of the Engineer's Report.

**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. Initiation of Proceedings and Engineer's Report.** The City Council hereby initiates proceedings for the levy and collection of assessments within the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027, and orders NBS to prepare and file with the City Clerk the Engineer's Report concerning the levy and collection of assessments within the District.

**SECTION 3. No New Improvements or Changes to Existing Improvements.** There are no changes to existing improvements, and no items are being added to the list of improvements previously approved at the formation of the District.

**SECTION 4. CEQA.** The City Council finds that adoption of this Resolution is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(4), because it concerns government fiscal activities that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment. In the alternative, to the extent the action is considered a project, the City Council finds that it is exempt from CEQA under CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that the action will not have a significant effect on the environment.

**SECTION 5. Severability.** If any sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this Resolution or any part hereof or exhibit hereto are 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 any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid.

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

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

**PASSED, APPROVED, AND ADOPTED** this 26th day of May 2026.

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Kristine Lowe, 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 26th day of May 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Laura Aguilar, City Clerk

Approved as to form:

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Aleks Giragosian, City Attorney



# CITY OF SIERRA MADRE

## STAFF REPORT

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### PLANNING & COMMUNITY PRESERVATION

**DATE:** May 26, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Clare Lin, Director of Planning & Community Preservation  
By: Katelyn Huang, Assistant Planner

**SUBJECT:** **Second Reading of Ordinance No. 1493 Amending Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) of the Sierra Madre Municipal Code**

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#### **RECOMMENDATION**

It is recommended that the City Council conduct a second reading of Second Reading of Ordinance No. 1493 Amending Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) of the Sierra Madre Municipal Code

#### **SUMMARY**

The City Council held a public hearing and unanimously approved the first reading of Ordinance No. 1493 at its regular meeting on May 12, 2026. The second reading of Ordinance No. 1493 is hereby presented before the City Council for consideration and adoption. For additional information regarding Ordinance No. 1463, see Attachment B.

#### **DISCUSSION & ANALYSIS**

The second reading of Ordinance No. 1493 incorporates minor grammatical revisions to the version introduced and approved on first reading on May 12, 2026. These revisions are limited to Sections 12.28.030 and 12.28.040, as provided in Attachment A.

#### **STRATEGIC PLAN RELATIONSHIP**

This item is not directly correlated to the goals and objectives in the Strategic Plan.

#### **ENVIRONMENTAL ANALYSIS**

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

#### **FISCAL IMPACT**

There is no fiscal impact as a result of the recommended action.

Approved by:

*Mike*

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Michael Bruckner  
City Manager

**Attachments**

[Attachment A. Ordinance No. 1493](#)

[Attachment B. First Reading Agenda Report](#)

## ORDINANCE NO. 1493

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AMENDING CHAPTER 12.28 (HOUSE AND BUILDING NUMBERING) OF TITLE 12 (STREETS, SIDEWALKS, AND PUBLIC PLACES) OF THE SIERRA MADRE MUNICIPAL CODE**

**RECITALS**

**WHEREAS**, Chapter 12.28 of the Sierra Madre Municipal Code currently designates the Director of Public Works as the official responsible for assigning house and building numbers within the City;

**WHEREAS**, Chapter 12.28 to replace references to the “Director of Public Works” with the “Director of Planning and Community Preservation” in order to accurately reflect current administrative practice and clarify departmental responsibility;

**WHEREAS**, the City has adopted a fee schedule that includes fees for address and street assignments, rendering the “free of cost” provision inconsistent with current municipal code,

**WHEREAS**, Chapter 5 of the California Building Code establishes minimum standards for address identification, including requirements that address characters be at least four (4) inches in height with a minimum stroke width of one-half (1/2) inch;

**WHEREAS**, incorporation of California Building Code standards into Section 12.28.030 will promote public safety and assist emergency responders by ensuring that addresses are clearly visible and legible from the public right-of-way;

**WHEREAS**, the City Council held a public hearing on May 12, 2026, on the first reading of the Ordinance No. 1493 amending Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) of the Sierra Madre Municipal Code;

**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 12.28.010 (Uniform system established) of Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

12.28.010 – Uniform system established.

A uniform system of house numbering in the city is established, such plan or system being as follows:

The common point of beginning shall be at the intersection of Baldwin Avenue and Sierra Madre Boulevard in said City, the numbers shall commence ~~commencing~~ with the number 1, ~~and~~ each twelve and one-half (12½) feet of frontage to have a number, and ~~the location of the front door of~~ each house or structure to bear the number of said twelve and one-half (12½) foot frontage nearest to which ~~said~~ front door as located, ~~the said system of numbering being more fully set forth in the Official House Numbering Map No. 2, heretofore adopted by said City Council and on file in the office of the City Clerk of said City, which said Official House Numbering Map No. 2 is hereby referred to and made a part hereof.~~

**SECTION 3. Amendment.** Section 12.28.020 (Number to be supplied by Director of Planning and Community Preservation) of Chapter 12.28 (House and Building

Numbering) of Title 12 (Streets, Sidewalks, and Public Places) is amended with additions denoted by underlined text and deletions denoted by ~~struck-through~~ text.

12.28.020 – Number to be supplied by Director of Planning and Community Preservation.

The ~~D~~director of ~~public works~~Planning and Community Preservation ~~is instructed to furnish to all owners of houses in the city shall assign~~ the proper number for each house, and ~~shall create and maintain an official record, issue a certificate signed by the director of public works giving~~ assigning the proper number ~~thereof free of cost to such each house owner. Upon entry of, and said the assigned number, after such certificate is so issued into official record, such number~~ shall be the official number for such house. The applicant shall pay to the city an application fee in an amount set by resolution of the City Council.

**SECTION 4. Amendment.** Section 12.28.030 (House owner duty) of Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

12.28.030 – House owner duty.

It is the duty of each house owner to place conspicuously and maintain the official number ~~of the house owned by his/her~~ in front of the house or structure fronting the street, with the numbers to be at least ~~three four~~ inches in height with a minimum stroke width of one-half inch, ~~the numbers to be so placed within ninety days from the date of the adoption of the provisions codified in this chapter.~~

**SECTION 5. Amendment.** Section 12.28.030 (Front and rear numbering – C and M Zones) of Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) is amended with additions denoted by underlined text and deletions denoted by ~~struck-through~~ text.

12.28.040 – Front and rear numbering – C and M Zones

For the purpose of identification, all buildings located in a Zone "C" or "M" (commercial or manufacturing district) as such zones or districts are or shall be defined in any comprehensive zoning ordinance of the city, where the lot has access from an alley or rear driveway, shall be numbered in the front and rear thereof as hereinafter provided. Such number or numbers shall be placed and maintained either at the rear entrance or on the side of the building facing the alley or rear access in such a manner that the same may be plainly seen-visible from the alley or ~~back-rear~~ of such building. Such number or numbers shall be not less than four inches in height, and not less than one-half inch wide.

**SECTION 6. CEQA.** 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 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) of the Sierra Madre Municipal Code will not have a significant effect on the environment and is therefore exempt from CEQA review, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

**SECTION 7. 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 8. 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 9. 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 10. 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 11. Effective Date.** Pursuant to Government Code Section 36937, this Ordinance shall take effect thirty days after its adoption.

**PASSED, APPROVED AND ADOPTED** this 26<sup>th</sup> day of May, 2026.

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Kristine Lowe, Mayor

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by first reading on the 12<sup>th</sup> day of May 2026, and duly adopted at a regular meeting held on the 26<sup>th</sup> day of May 2026, by the City Council of the City of Sierra Madre, California, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Laura Aguilar, City Clerk

Approved as to form:

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Aleks Giragosian, City Attorney



# CITY OF SIERRA MADRE

## STAFF REPORT

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### PLANNING & COMMUNITY PRESERVATION

**DATE:** May 12, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Clare Lin, Director of Planning & Community Preservation  
By: Katelyn Huang, Assistant Planner

**SUBJECT:** **Ordinance No. 1493 Amending Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) of the Sierra Madre Municipal Code**

---

#### **RECOMMENDATION**

It is recommended that the City Council conduct the first reading of Ordinance No. 1493 amending Ordinance No. 1493 Amending Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) of the Sierra Madre Municipal Code

#### **SUMMARY**

The City of Sierra Madre has prepared Municipal Code Text Amendment No. 26-03 to Chapter 12.28 (House and Building Numbering) to update house and building numbering regulations. The ordinance updates administrative responsibility, eliminates outdated language regarding cost of address assignments, updates homeowner requirements to mandate compliance with California Building Code standards, and includes minor technical corrections. It is therefore recommended that the City Council conduct the first reading of Ordinance No. 1493, amending Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) of the Sierra Madre Municipal Code.

#### **DISCUSSION & ANALYSIS**

Chapter 12.28 of the Sierra Madre Municipal Code presently designates the Director of Public Works as the official responsible for assigning house and building numbers. Due to organizational changes and the current allocation of duties, the City Manager has assigned these functions to the Planning and Community Preservation Department. This part of an overall effort to streamline operations within the City's organizational structure and service delivery model. The proposed ordinance therefore revises Chapter 12.28 to replace references to the "Director of Public Works" with "Director of Planning and Community Preservation," thereby aligning the Municipal Code with existing administrative practice and clarifying departmental responsibility.

Chapter 12.28 further provides that the issuance of house and building numbers shall be provided to property owners at no cost. This provision is inconsistent with the City's most recently adopted fee schedule, which includes fees for address and street assignments. The proposed ordinance amends the relevant provisions to remove the "free of cost" language and to specify that address assignment and related services are subject to the City's adopted fee schedule, ensuring consistency between the Municipal Code and the City's fee resolutions.

In addition, Chapter 5 of the California Building Code requires that each character of an approved address be a minimum of 4 inches in height with a minimum stroke width of 1/2 inch. SMMC Section 12.28.030 (Home Owner Duty) does not currently reference these standards. The proposed ordinance amends Section 12.28.030 to require that house and building numbers furnished and displayed by property owners comply with the California Building Code, as adopted and amended by the City of Sierra Madre, including the minimum character height and stroke width requirements. This amendment promotes public safety and facilitates effective emergency response by ensuring that addresses are consistently legible from the public right-of-way.

Finally, the ordinance includes minor, non-substantive "clean-up" amendments to Chapter 12.28, including corrections to grammar, punctuation, and phrasing, to improve clarity and readability without altering the substantive intent of the existing regulations.

### **STRATEGIC PLAN RELATIONSHIP**

This item is not directly correlated to the goals and objectives in the Strategic Plan.

### **ENVIRONMENTAL ANALYSIS**

CEQA Project, exempt under: 14 CCR 15061(b)(3)- common sense exemption, because it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment

### **FISCAL IMPACT**

There is no fiscal impact as a result of the recommended action.

Approved by:

A handwritten signature in blue ink that reads "Mike".

---

Michael Bruckner  
City Manager

### **Attachments**

[1. Ordinance No. 1493](#)

[2. Amendments to Chapter 12.28 \(Redline\)](#)

[3. Amendments to Chapter 12.28 \(Clean\)](#)

## ORDINANCE NO. 1493

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AMENDING CHAPTER 12.28 (HOUSE AND BUILDING NUMBERING) OF TITLE 12 (STREETS, SIDEWALKS, AND PUBLIC PLACES) OF THE SIERRA MADRE MUNICIPAL CODE**

**RECITALS**

**WHEREAS**, Chapter 12.28 of the Sierra Madre Municipal Code currently designates the Director of Public Works as the official responsible for assigning house and building numbers within the City;

**WHEREAS**, Chapter 12.28 to replace references to the “Director of Public Works” with the “Director of Planning and Community Preservation” in order to accurately reflect current administrative practice and clarify departmental responsibility;

**WHEREAS**, the City has adopted a fee schedule that includes fees for address and street assignments, rendering the “free of cost” provision inconsistent with current municipal code,

**WHEREAS**, Chapter 5 of the California Building Code establishes minimum standards for address identification, including requirements that address characters be at least four (4) inches in height with a minimum stroke width of one-half (1/2) inch;

**WHEREAS**, incorporation of California Building Code standards into Section 12.28.030 will promote public safety and assist emergency responders by ensuring that addresses are clearly visible and legible from the public right-of-way;

**WHEREAS**, the City Council held a public hearing on May 7, 2026, on the first reading of the Ordinance No. 1493 amending Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) of the Sierra Madre Municipal Code;

**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 12.28.010 (Uniform system established) of Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

12.28.010 – Uniform system established.

A uniform system of house numbering in the city is established, such plan or system being as follows:

The common point of beginning shall be at the intersection of Baldwin Avenue and Sierra Madre Boulevard in said City, the numbers shall commence ~~commencing~~ with the number 1, ~~and~~ each twelve and one-half (12½) feet of frontage to have a number, and ~~the location of the front door of~~ each house or structure to bear the number of said twelve and one-half (12½) foot frontage nearest to which ~~said~~ front door as located, ~~the said system of numbering being more fully set forth in the Official House Numbering Map No. 2, heretofore adopted by said City Council and on file in the office of the City Clerk of said City, which said Official House Numbering Map No. 2 is hereby referred to and made a part hereof.~~

**SECTION 3. Amendment.** Section 12.28.020 (Number to be supplied by Director of Planning and Community Preservation) of Chapter 12.28 (House and Building

Numbering) of Title 12 (Streets, Sidewalks, and Public Places) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

12.28.020 – Number to be supplied by Director of Planning and Community Preservation.

The ~~D~~director of ~~public works~~Planning and Community Preservation ~~is instructed to furnish to all owners of houses in the city shall assign~~ the proper number for each house, and ~~shall create and maintain an official record, issue a certificate signed by the director of public works giving~~ assigning the proper number ~~thereof free of cost to such each house owner. Upon entry of, and said the assigned number, after such certificate is so issued into official record, such number~~ shall be the official number for such house. The applicant shall pay to the city an application fee in an amount set by resolution of the City Council.

**SECTION 4. Amendment.** Section 12.28.030 (House owner duty) of Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

12.28.030 – House owner duty.

It is the duty of each house owner to place conspicuously and maintain the official number of the house owned ~~by his/her~~ in front of the house or structure fronting the street, with the numbers to be at least ~~three four~~ inches in height with a minimum stroke width of one-half inch, ~~the numbers to be so placed within ninety days from the date of the adoption of the provisions codified in this chapter.~~

**SECTION 5. Amendment.** Section 12.28.030 (Front and rear numbering – C and M Zones) of Chapter 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

12.28.040 – Front and rear numbering – C and M Zones

For the purpose of identification, all buildings located in a Zone "C" or "M" (commercial or manufacturing district) as such zones or districts are or shall be defined in any comprehensive zoning ordinance of the city, where the lot has accessed from an alley or rear driveway, shall be numbered in the front and rear thereof as hereinafter provided. Such number or numbers shall be placed and maintained either at the rear entrance or on the side of the building facing the alley or rear access in such a manner that the same may be plainly seen-visible from the alley or ~~back-rear~~ of such building. Such number or numbers shall be not less than four inches in height, and not less than one-half inch wide.

**SECTION 6. CEQA.** 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 12.28 (House and Building Numbering) of Title 12 (Streets, Sidewalks, and Public Places) of the Sierra Madre Municipal Code will not have a significant effect on the environment and is therefore exempt from CEQA review, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

**SECTION 7. 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 8. 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 9. 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 10. 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 11. Effective Date.** Pursuant to Government Code Section 36937, this Ordinance shall take effect thirty days after its adoption.

**PASSED, APPROVED AND ADOPTED** this 26<sup>th</sup> day of May, 2026.

---

Kristine Lowe, Mayor

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by first reading on the 12<sup>th</sup> day of May 2026, and duly adopted at a regular meeting held on the 26<sup>th</sup> day of May 2026, by the City Council of the City of Sierra Madre, California, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Laura Aguilar, City Clerk

Approved as to form:

---

Aleks Giragosian, City Attorney



# CITY OF SIERRA MADRE

## STAFF REPORT

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### PLANNING & COMMUNITY PRESERVATION

**DATE:** May 26, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Clare Lin, Director of Planning & Community Preservation  
By: Joshua Wolf, Senior Planner

**SUBJECT:** **Second Reading of Ordinance No. 1494 Amending Section 17.08.020 (Words, Terms, Phrases Defined) of Chapter 17.08 (Definitions) and Chapter 17.22 (Accessory Dwelling Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code**

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#### **RECOMMENDATION**

It is recommended that the City Council approve the second reading of municipal code text amendments to Section 17.08.020 (Words, Terms, Phrases Defined) of Chapter 17.08 (Definitions) and Chapter 17.22 (Accessory Dwelling Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code and adopt Ordinance No. 1494.

#### **SUMMARY**

On May 12, 2026, the City Council conducted the first reading of Ordinance No. 1494 amending Section 17.08.020 (Words, Terms, Phrases Defined) of Chapter 17.08 (Definitions) and Chapter 17.22 (Accessory Dwelling Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code and directed nonsubstantive amendments to the municipal code text. Also considered by the City Council was a recommendation to prepare a resolution on the administration of Public Facilities Fees for accessory dwelling units to the extent permitted under Government Code Section 66311.5. To advance a policy to impose Public Facilities Fees on qualifying accessory dwelling units, it was recommended that further amendments be made to Section 17.22.120 (Fees) of Chapter 17.22 (Accessory Dwelling Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code. A resolution on the administration of Public Facilities Fees for accessory dwelling units has been agendized separately.

#### **DISCUSSION & ANALYSIS**

The second reading of Ordinance No. 1494 is a revision to the first reading of Ordinance No. 1494, conducted on May 12, 2026. A summary of the revisions is below.

- Development Standards: 17.22.030(F)(3) revises "Located within one-half mile..." to "Located within one-half of one mile..."
- Fees: 17.22.120(C) revises the thresholds related to the applicability of impact fees or public facilities fees to be aligned with Government Code Section 66311.5, exempting accessory dwelling units with up to (instead of less than) 750 square feet of interior livable space from impact fees or public facilities fees; also added is a reference to a City Council resolution that may provide a reduction of impact fees or public facilities fees.

The City Council expressed concern that the definition of "junior accessory dwelling unit" under Section 17.08.020 of the Sierra Madre Municipal Code is not entirely aligned with the definition provided by Government Code Section 66313, in that Sierra Madre's definition does not specify the 500-square-foot size limit of interior livable space. That concern was alleviated when it was pointed out that the limitation on the size of a junior accessory dwelling unit is enforced under Section 17.22.030(C)(1)(d), as amended by Ordinance No. 1494.

### **STRATEGIC PLAN RELATIONSHIP**

Ordinance No. 1494 amending Section 17.08.020 (Words, Terms, Phrases Defined) of Chapter 17.08 (Definitions) and Chapter 17.22 (Accessory Dwelling Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code has no direct relationship to the Strategic Plan.

### **ENVIRONMENTAL ANALYSIS**

Ordinance No. 1494 is exempt from the California Environmental Quality Act under Public Resource Code Section 21080.17 as a local ordinance regulating the construction of accessory dwelling units.

### **FISCAL IMPACT**

There is no fiscal impact as a result of approving the second reading of municipal code text amendments to Section 17.08.020 (Words, Terms, Phrases Defined) of Chapter 17.08 (Definitions) and Chapter 17.22 (Accessory Dwelling Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code, and adopting Ordinance No. 1494.

Approved by:

A handwritten signature in blue ink that reads "Mike".

---

Michael Bruckner  
City Manager

### **Attachments**

[Attachment A - Ordinance No. 1494](#)

[Exhibit 1](#)

**ORDINANCE NO. 1494**

**AN ORDINANCE OF THE CITY OF SIERRA MADRE,  
CALIFORNIA, AMENDING SECTION 17.08.020 (WORDS,  
TERMS, PHRASES DEFINED) OF CHAPTER 17.08  
(DEFINITIONS) AND CHAPTER 17.22 (ACCESSORY  
DWELLING UNITS) OF TITLE 17 (ZONING) OF THE  
SIERRA MADRE MUNICIPAL CODE**

**RECITALS**

**WHEREAS**, ADUs offer a benefit to homeowners in the form of supplementary income by renting out their ADUs, which can help many modest income and elderly homeowners afford to remain in their homes;

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

**WHEREAS**, Governor Gavin Newsom, on June 30, 2025, signed into law Assembly Bill 130 and, on October 10, 2025, Assembly Bill 1154, Assembly Bill 462, Senate Bill 9, Senate Bill 543;

**WHEREAS**, the City desires to establish objective zoning and design standards to promote the development of housing under Assembly Bill 130, Assembly Bill 1154, Assembly Bill 462, Senate Bill 9, Senate Bill 543;

**WHEREAS**, Senate Bill 543 provides minimum interior livable area standards for accessory dwelling units thus allowing enforcement of local zoning regulations on floor area not considered to be interior livable area of accessory dwelling units;

**WHEREAS**, through careful and selective design, angle plane development standards applicable within zones permitting single-family residential uses do not preclude construction of accessory dwelling units built to a height of sixteen feet and with side and rear yard setbacks of four feet;

**WHEREAS**, the Planning Commission held a duly noticed public hearing on April 16, 2026, to consider a Municipal Code Text Amendment (MCTA 26-01) and a recommendation for the City Council to adopt an ordinance to its effect; and

**WHEREAS**, the City Council held a duly noticed public hearing on May 12, 2026, to introduce the foregoing ordinance for first reading.

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

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

**SECTION 2. Amendment and Addition.** Section 17.08.020 (Words, terms, phrases defined) of Chapter 17.08 (Definitions), Section 17.22.010 (Purpose and intent), Section 17.22.020 (Eligibility), Section 17.22.030 (Development standards), Section 17.22.040 (Conversion of existing structures into accessory dwelling units), Section 17.22.050 (Junior accessory dwelling units), Section 17.22.060 (Exemptions), Section 17.22.100 (Application review), Section 17.22.120 (Fees), Section 17.22.140 (Historic preservation), and Section 17.22.150 (Tree preservation) of Chapter 17.22 (Accessory Dwelling Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code are amended and Section 17.22.025 (Limitations) of Chapter 17.22 (Accessory Dwelling Units) of Title 17 (Zoning) is added to read as shown in Exhibit 1, attached herein, with additions denoted by underlined text and deletions denoted by struck-through text.

**SECTION 3. CEQA.** This ordinance is exempt from the California Environmental Quality Act under Public Resource Code Section 21080.17 as a local ordinance regulating the construction of accessory dwelling units.

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

**SECTION 5. 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 6. Publication.** Pursuant to Government Code Section 36933, the City Clerk shall cause this Ordinance to be published or posted.

**SECTION 7. 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 8. Effective Date.** Pursuant to Government Code Section 36937, this Ordinance shall take effect thirty days after its adoption.

**PASSED, APPROVED, AND ADOPTED** this 26th day of May 2026.

---

Kristine Lowe, Mayor

**I HEREBY CERTIFY** that the foregoing Ordinance was introduced by first reading on the 12th day of May 2026, and duly adopted at a regular meeting held on the 26th day of May 2026, by the City Council of the City of Sierra Madre, California, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

---

Laura Aguilar, City Clerk

Approved as to form:

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Aleks Giragosian, City Attorney

## Exhibit 1

### Chapter 17.08 DEFINITIONS

#### 17.08.020 Words, terms, phrases defined.

"Accessory dwelling units" ~~also known as a "second unit,"~~ means [the same as provided by Government Code section 66313](#) ~~an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel that the single family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes an efficiency unit and a manufactured home, as defined in Section 18007 of the Health and Safety Code.~~

["Livable space" means the same as provided by Government Code section 66313 and where the interior livable space is regulated under Title 17 of this code, it shall be measured from the interior side of the walls enclosing the dwelling unit, and including interior walls.](#)

"Living area" means the [same as provided by Government Code section 66313](#) ~~interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.~~

### Chapter 17.22 ACCESSORY DWELLING UNITS

#### 17.22.010 Purpose and intent.

The purpose of this chapter is to implement the requirements under Government Code [66310 et seq. Sections 65852.2 and 65852.22](#) for accessory dwelling units and junior accessory dwelling units. If [this chapter of the Government Code Sections 65852.2 or 65852.22 are](#) ever repealed or deemed to be unconstitutional or no longer in effect, this chapter of the code shall automatically be repealed.

Accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, shall be considered a residential use that is consistent with the existing general plan and zoning designation for the lot and shall not be considered to exceed the allowable density for the lot upon which the accessory dwelling unit is located.

#### 17.22.015 Applicability of other zoning standards.

Nothing in this chapter shall be construed to mean that an accessory dwelling unit or junior accessory dwelling unit is at all times exempt from any other section of this code, as applicable.

Although this chapter permits the new construction of an accessory dwelling unit or junior accessory dwelling unit that may exceed otherwise allowable zoning requirements for lot coverage, open space, floor area and front setback, or structure conversion, such an accessory dwelling unit or junior accessory dwelling unit, once permitted and built, may preclude the addition, expansion or enlargement of the primary dwelling unit or accessory structure otherwise permitted or conditionally permitted prior to the permitting of said accessory dwelling unit.

#### Section Footnotes:

Example 1: The new construction of an eight hundred square foot accessory dwelling unit increases the gross floor area of a property in the R-1 zone to a number equal to the maximum allowed in the R-1 zone. Future additions, expansions and enlargements are no longer possible without removal of floor area to compensate the addition, expansion or enlargement.

Example 2: The conversion of a two-car garage to an accessory dwelling unit or junior accessory dwelling unit, located on a lot in the R-1 zone, creates a nonconformity with the Parking Code (Chapter 17.68) where the minimum requirement for parking is the provision for two covered spaces. Bedroom additions in the R-1 zone are required to meet compliance with the Parking Code and thus the size of the bedroom addition would be limited or entirely precluded to necessitate the additional area for a garage or carport.

### 17.22.020 ~~Eligibility~~ Use permitted by-right.

~~One a~~ Accessory dwelling units and one junior accessory dwelling unit shall be a use permitted within zones that permit or conditionally permit residential uses- by-right with the following limitations: when the following conditions are met.

- ~~1. — Except as provided by Government Code Section 65852.26, the accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence;~~
- ~~2A.~~ The lot is zoned to allow single-family or multifamily residential use and includes at least one proposed or existing primary dwelling;
- ~~3B.~~ The a Accessory dwelling units is-are either attached to, or located within, ~~the a~~ proposed or existing primary dwelling, including an attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages; and
- C. Accessory dwelling units meeting all applicable development standards of this code.
- ~~4. — Neither the primary residential dwelling unit nor the accessory dwelling units shall be a mobile home, trailer, or vehicle; and~~
- ~~5. — Manufactured homes and modular dwelling units mounted to a permanent foundation shall be permitted as an accessory dwelling, unit or as a junior accessory dwelling unit when proposed as part of a primary dwelling unit that is a manufactured home or modular dwelling unit.~~

### 17.22.025 Limitations.

Accessory dwelling units shall be subject to the following limitations on use.

- A. Accessory dwelling units may be rented separate from the primary residence, but shall not be sold or otherwise conveyed separate from the primary residence; and
- B. A proposed primary dwelling unit or accessory dwelling units shall not be a mobile home, trailer, or vehicle. Except that, manufactured homes and modular dwelling units mounted to a permanent foundation shall be permitted as an accessory dwelling, unit or as a junior accessory dwelling unit when proposed as part of a primary dwelling unit that is a manufactured home or modular dwelling unit.
- C. Multifamily dwellings. Accessory dwelling units shall not be created by conversion of existing living area within a multifamily dwelling. Not more than 25% of existing units within a multifamily dwelling, not including accessory dwelling units, shall be created by conversion of existing non-livable area within the multifamily dwelling. This limitation shall allow at least one accessory dwelling unit to be created by converting existing non-livable areas within a multifamily dwelling. Junior accessory dwelling units shall not be permitted within a multifamily dwelling.

### 17.22.030 **Development standards.**

For accessory dwelling units created with existing or proposed multifamily development, the standards of this Chapter 17.22 shall be considered in combination with the City of Sierra Madre Objective Design Standards (Chapter 17.50). Where there may be conflict, the City of Sierra Madre Objective Design Standards shall override. To the extent that a development is other than for multifamily accessory dwelling units, the requirements of this Chapter 17.22 shall prevail.

#### A. Building and Design Standards.

1. Except when necessary to preserve historic architectural value, ~~For an attached unit,~~ the exterior materials, windows and other architectural features of an attached new construction accessory dwelling unit shall match the existing structure by employing the same building form, color tones,

window design, door and window trims, roofing materials and roof pitch, ~~except as stated otherwise in this subsection.~~

2. No new roof decks are permitted on any accessory dwelling unit or junior accessory dwelling unit.

B. Fire Safety Standards.

1. Fire Sprinklers. The construction of an accessory dwelling unit or junior accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed in the existing single family, multifamily, or primary dwelling. ~~Unless otherwise required by the fire department, t~~The installation of a fire sprinkler system in an accessory dwelling unit or junior accessory dwelling unit shall not be required except in the following circumstances.

~~(i)~~a. Where a fire sprinkler system has been installed in the primary residence.

~~(ii)~~b. Where a fire sprinkler system is required to be installed in the primary residence.

c. When otherwise deemed necessary by the fire department.

2. All new accessory dwelling units are required to comply with Chapter 15.24 of this code.
3. Where two accessory dwelling units are configured as sharing a common wall, a one-hour fire wall between the units is required.
4. All new accessory dwelling units are required to use fire-resistant building materials.
5. All new accessory dwelling units are required to comply with Chapter 8.36 (Hazardous Brush Clearance).

C. ~~Floor~~-Area Standards. The area requirements of this subsection are subject to compliance with the requirements of the underlying zone for floor area.

1. Attached accessory dwelling units. The interior livable space of an ~~An attached~~ accessory dwelling unit attached to or converted from the existing area of a single-family dwelling shall not exceed the greater of:

a. 850 square feet of interior livable space;

b. 1,000 square feet of interior livable space if the accessory dwelling unit provides more than one bedroom; or

c. fifty percent of the existing ~~interior livable~~ ~~ing area~~ space (including a habitable basement and attic) of the ~~single~~ single-family dwelling.

d. The interior livable space for a junior accessory dwelling unit shall not exceed 500 square feet.

2. Detached accessory dwelling units.

a. The total ~~floor area~~ interior livable space for a newly constructed detached ~~or attached~~ accessory dwelling units shall not exceed ~~one thousand two hundred~~ 1,200 square feet.

b. The total interior livable space for the conversion of an existing detached accessory structure shall not exceed the greater of the existing area of the accessory structure or 1,200 square feet.

- ~~3. The maximum floor area for a junior accessory dwelling unit shall not exceed five hundred square feet.~~

- ~~4~~3. The minimum floor area for a ~~detached or attached~~ any accessory dwelling unit shall be governed by the California Building Standards Code Section ~~1207~~.

- ~~5~~4. Floor area that is not the interior livable space of ~~Except as provided by Section 17.22.060, the total floor area of all buildings on the lot, including the~~ accessory dwelling units (e.g. storage areas or garages); shall ~~not exceed the maximum floor area otherwise allowed in accordance with this title~~ conform with applicable floor area and lot coverage requirements governed by the underlying

zone. For the purpose of this requirement, the area of structural framing necessary to enclose the interior livable area of accessory dwelling units shall not apply.

- D. **Height and Building Massing Standards.** Height shall be measured as prescribed by the underlying zone's standards for measuring height. Building mass shall comply with angle plane standards as required by the underlying zone.

1. Attached accessory dwelling units.

5a. For an newly constructed accessory dwelling unit that is attached to a primary dwelling, the height shall not exceed the lesser of twenty-five feet or as governed by the applicable zoning requirements.

b. For accessory dwelling units converted from a portion of a primary dwelling, the height shall not exceed the existing height of the primary dwelling.

12. Detached accessory dwelling units, new construction or addition onto an existing detached accessory structure.

a. For a detached accessory dwelling unit on a lot with an existing or proposed single-family or single-story multifamily dwelling unit, the height of a newly constructed accessory dwelling unit or addition onto an existing accessory structure shall not exceed sixteen feet.

b. On a lot with an existing or proposed multistory multifamily dwelling, the height shall not exceed eighteen feet.

c. For a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, the height shall not exceed eighteen feet. An additional two feet in height shall be permitted to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

d. Where the height of an existing building detached accessory structure exceeds sixteen feet, the conversion of that building to an accessory dwelling unit, in whole or in part, shall not exceed the existing height.

~~2. Where the height of an existing building exceeds sixteen feet, the conversion of that building to an accessory dwelling unit, in whole or in part, shall not exceed the existing height.~~

~~3. For a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, the height shall not exceed eighteen feet. An additional two feet in height shall be permitted to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.~~

~~4. A detached accessory dwelling unit shall be allowed an additional two feet of height, not to exceed eighteen feet in total, if all of the following conditions are met:~~

~~a. There is more than one dwelling unit on the property; and~~

~~b. The main building on the property is more than one story~~

~~5. For an accessory dwelling unit that is attached to a primary dwelling, the height shall not exceed the lesser of twenty five feet or as governed by the applicable zoning requirements.~~

~~63. This section shall not be construed to allow an accessory dwelling unit to exceed two stories.~~

- E. **Lot Coverage Standards.** ~~Except as provided by Section 17.22.060, the lot coverage standards in this chapter shall be governed by the lot coverage standards in the underlying zone.~~

F. Parking Standards.

1. One on-site parking space shall be ~~designated~~required for each accessory dwelling unit in addition to parking required for the primary dwelling(s). In order to accommodate required parking on site, parking for an accessory dwelling unit may be allowed in setback areas (in locations determined by the city) and through tandem parking. In no event shall parking be allowed in a designated front yard landscaped area.
2. When a garage, carport, or other covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or is converted to an accessory dwelling unit, ~~the required replacement of~~ off-street parking ~~for the primary unit need not be replaced~~shall not be required.
3. Exemptions. No additional parking space is required for ~~the~~ accessory dwelling units if meeting any one of the following ~~is true~~:
  - ~~(i)~~a. The unit is ~~not~~ located within one-half of one mile of a regularly scheduled public transit stop.
  - ~~(ii)~~b. The unit is ~~not~~ located within a city council formally designated historic district.
  - ~~(iii)~~c. The unit is ~~part~~ of the an existing legal ~~primary residence~~ single-family dwelling or an existing legal accessory structure.
  - ~~(iv)~~d. On-street parking permits are required by the city but not offered to the occupant of the unit.
  - ~~(v)~~e. A publicly accessible and presently operating car share vehicle parking facility is located within one block of the unit.
  - ~~(vi)~~f. The unit is ~~proposed a~~ State-mandated accessory dwelling unit in accordance with Section 17.22.060.
  - ~~(vii)~~g. The unit is a junior accessory dwelling unit.
  - ~~(viii)~~h. The unit is ~~not~~ located in the R-1 (One-family Residential) ~~or R-H (Hillside Management)~~ zone.
- ~~(ix)~~4. When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit or the parcel satisfies at least one other criteria for exemption listed in this paragraph.

G. Setback Standards. Accessory dwelling units shall be subject Sections 17.48.030 (Yard regulations), 17.48.120 (Permissible projections of structures into yards), 17.48.130 (Walls and fences) and the standards below:

1. No setback shall be required for the conversion of an existing structure that is built to the same dimensions, including height, as the existing structure.
2. A setback of no less than four feet from the side and rear lot lines shall be required for new construction or replacement structures not built to the same dimensions as the existing structure.

**17.22.040 ~~Conversion of existing structures into~~ Legalization of unpermitted accessory dwelling units.**

- A. Prior to the approval of an accessory dwelling unit permit for the conversion of an existing structure for which there is no record of a building permit being issued, satisfactory completion of a safety inspection by the city's building official and fire department is required. An applicant must commit to upgrade the accessory dwelling unit to health and safety codes in order to be granted approval of an accessory dwelling unit permit, including without limitations the following items:
1. Independent entrance to accessory dwelling unit.
  2. Direct access to exterior of building from bedroom (door or window).

3. Adequate light and ventilation in each habitable room.
  4. Minimum seven-foot high ceiling in all rooms, kitchens, halls, and baths.
  5. Properly installed electrical wiring including separate access to electrical shut off.
  6. Structural Integrity:
    - (i)a. Foundation not cracked, damaged, or shifting.
    - (ii)b. Framing not sagging or deteriorated.
  7. Comfort Heating:
    - (i)a. Heating as required per the building code.
    - (ii)b. Separate access to gas shut-off, if applicable.
  8. Working Plumbing:
    - (i)a. Kitchen and bathroom facilities with hot water, except for junior accessory dwelling units served by a shared bathroom.
    - (ii)b. Water heater strapped and properly vented.
    - (iii)c. Connection to approved sewage system.
  9. Fire Safety:
    - (i)a. Hallways serving sleeping rooms must have smoke and carbon monoxide detectors.
    - (ii)b. Each sleeping room must have a smoke detector.
- B. Once an inspection by the city's building official and fire department occurs, the applicant is required to correct those items that are identified as violating current health and safety codes for the structure's current use even in the event that the applicant decides to withdraw the accessory dwelling unit permit application.
- C. In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an accessory dwelling unit that was built on or before May 24, 2022, the city, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code.

### **17.22.050 Junior accessory dwelling units.**

- A. The owner must reside in either the single-family dwelling or within the ~~newly created~~ junior accessory dwelling unit if the junior accessory dwelling unit shares sanitation facilities with the primary structure.
- B. All junior accessory dwelling units shall include, at a minimum, an efficiency kitchen and living area. It may include separate sanitation facilities or may share sanitation facilities with the existing structure.
- C. The junior accessory dwelling unit must include a separate entrance from the main entrance to the proposed or existing single-family residence.
- D. A junior accessory dwelling unit shall be constructed within the walls of a proposed or existing single-family residence. For purposes of this paragraph, enclosed uses within the residence, such as attached garages, are considered a part of the proposed or existing single-family residence.

### **17.22.060 ~~Exemptions~~ State-mandated accessory dwelling units.**

- A. Notwithstanding any section of this chapter, ~~the city shall approve an application for a building permit within areas zoned to allow single-family or multi-family dwelling a~~ residential or mixed-use zone, a building permit shall be ministerially issued to create any of the following:

1. One accessory dwelling unit and/or one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following ~~conditions are met~~apply:
    - ~~(i)~~a. The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than one-hundred fifty square feet beyond the same physical dimensions as the existing accessory structure (an expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress);
    - ~~(ii)~~b. The space has exterior access from the proposed or existing single-family dwelling;
    - ~~(iii)~~c. The side and rear setbacks are sufficient for fire and safety; and
    - ~~(iv)~~d. The junior accessory dwelling unit complies with the requirements of Section 17.22.050.
  2. One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks, an interior livable space ~~total floor area~~ of eight hundred square feet, and a height as defined in Section 17.22.030(D) of this Chapter for a lot with a proposed or existing single-family dwelling. Any non-livable space attached to the exterior walls enclosing the interior livable space of an accessory dwelling unit shall not be exempt under this Section 17.22.060(A)(2) and shall be subject to compliance with the underlying zone's development standards; any such non-livable space subject to discretionary approval shall be considered prior to and separately from a building permit for an accessory dwelling unit permit subject to these terms. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in paragraph (1).
  3. Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. One accessory dwelling unit within an existing multifamily dwelling and up to twenty-five percent of the existing multifamily dwelling units may be permitted.
  4. Not more than ~~two~~eight accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit as defined in Section 17.22.030(D) of this chapter and four-foot rear yard and side setbacks. However, the number of accessory dwelling units shall not exceed the number of existing primary dwelling units on the lot. If the existing multifamily dwelling has a rear or side setback of less than four feet, no modification of the existing multifamily dwelling shall be required as a condition of approving the application to construct an accessory dwelling unit that satisfies the requirements of this paragraph.
  5. Not more than two accessory dwelling units that are located on a lot with a proposed multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit as defined in Section 17.22.030(D) of this chapter and four-foot rear yard and side setbacks.
- B. A permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit shall not require the correction of existing nonconforming zoning conditions.
  - C. The installation of fire sprinklers shall not be required in an accessory dwelling unit or junior accessory dwelling unit if sprinklers are not required for the primary residence.
  - D. Rental of an accessory dwelling unit created pursuant to this Section shall be for a term longer than 30 days.
  - E. Use of these provisions is not assumed in the review of a building permit application. Any building permit application proposing the creation of an ADU pursuant to this Section 17.22.060 or Government Code section 66323 shall expressly state within the application an intent to utilize these provisions and shall reference specific code section(s) applicable to the proposal.

### 17.22.070 Utilities.

All accessory dwelling units and junior accessory dwelling units shall have the utilities be connected to the primary dwelling. The city shall not impose a related connection fee or capacity charge, unless the accessory dwelling unit or junior accessory dwelling unit was constructed with a new single-family dwelling.

### 17.22.080 Ownership.

Neither an accessory dwelling unit nor a junior accessory dwelling unit may be owned or sold separately from the primary dwelling unit.

### 17.22.090 Recordation.

- A. As a prerequisite to obtaining a building permit, the applicant for an accessory dwelling unit permit shall record a covenant or deed restriction specifying that the accessory dwelling unit will at all times comply with the provisions of this chapter and applicable state law. The recorded covenant shall run with the land, shall set forth the requirements of this chapter, shall contain provisions implementing the requirements of this chapter and the terms of the recorded covenant, and authorizing the city to abate any violation of this chapter at the cost of the then owner, including that the city may record a lien to recover the cost of such abatement proceedings including all reasonable administrative costs in connection therewith.

### 17.22.100 Application review.

- A. Application Contents. A ~~complete-building permit~~ application for an accessory dwelling unit permit shall ~~include~~ be supplemented by the following:
1. A vicinity map reflecting a one-half mile radius street system surrounding the project site, with the project site identified;
  2. A project data table containing the following information:
    - ~~(i)~~a. Total area of the site in square feet;
    - ~~(ii)~~b. Gross and net building area calculations of (a) existing and proposed square footage, and (b) existing and proposed number of buildings and dwelling units;
    - ~~(iii)~~c. Existing building construction dates;
    - ~~(iv)~~d. Existing and proposed vehicular parking spaces reflecting the minimum number required by this title;
    - ~~(v)~~e. Existing and proposed floor area ratio, including the maximum allowed by this title. Floor area ratio is the total floor area of all buildings including garages and other nonhabitable areas, and each floor within, divided by the total area of the lot, as a percentage;
    - ~~(vi)~~f. Existing and proposed lot coverage, reflecting the maximum allowed by this title;
    - ~~(vii)~~g. Existing and proposed building heights and number of stories;
    - ~~(viii)~~h. Total area of the project site proposed to be dedicated towards landscaping, if any;
    - ~~(ix)~~i. Total area of the project site proposed to be dedicated towards hardscape/paving, if any;
    - ~~(x)~~j. Existing zoning and land use designation;
    - ~~(xi)~~k. Existing and proposed Universal Building Code occupancy group classifications and construction types for each building;
  3. A site or plot plan of the existing conditions of the subject property drawn to a scale no greater than one-quarter inch to one foot and not less than a scale of one inch to one hundred feet, reflecting the following information:

- ~~(i)~~a. Property lines and adjoining sidewalks and streets.
  - ~~(ii)~~b. Existing structures — location, outside dimensions and use of all existing buildings and structures including building features such as elevated porches and outside stairs.
  - ~~(iii)~~c. Existing trees with accurate canopies depicted, numbered to correspond to the tree survey provided and indicating those that are protected by the tree preservation and protection ordinance and those that are proposed to be removed, retained or relocated.
  - ~~(iv)~~d. Existing landscaped areas.
  - ~~(v)~~e. Existing paved areas.
  - ~~(vi)~~f. Existing fences, walls or retaining walls.
  - ~~(vii)~~g. Footprints of adjacent buildings on abutting property.
- 4. A site or plot plan of the proposed conditions of the subject property drawn to a scale no greater than one-quarter inch to one foot and not less than a scale of one inch to one hundred feet, reflecting the following information:
  - ~~(i)~~a. All information listed on the existing site plan that is proposed to remain.
  - ~~(ii)~~b. If on-site structure or tree relocation is proposed, depict the proposed new locations.
  - ~~(iii)~~c. For additions and new construction, clearly indicate location, outside dimensions and use of proposed new construction.
  - ~~(iv)~~d. Indicate proposed location of electrical vault, gas and electrical meters, fire sprinkler valves, backflow preventer, HVAC condensers, and any other ground-level mechanical equipment, including proposed method of screening from public view.
- 5. Existing floor plan for each floor of buildings proposed to be affected by the project, including the following information and clearly indicating any walls, windows, doors or other building elements proposed to be removed or altered (not required for projects proposing demolition of all existing structures):
  - ~~(i)~~a. Exterior and interior walls of the affected structure.
  - ~~(ii)~~b. Attached exterior features such as awnings, canopies or balconies.
  - ~~(iii)~~c. Locations and sizes of all window and door openings.
- 6. Proposed floor plan for each floor of buildings proposed to be affected by the project or for proposed new buildings, including the following information:
  - ~~(i)~~a. All information listed on the existing floor plan that is proposed to remain or for each floor of proposed new buildings.
  - ~~(ii)~~b. Clearly indicate all proposed new walls, windows, doors or other features.
  - ~~(iii)~~c. Include callouts to locations of building sections provided.
- 7. Existing roof plan for buildings proposed to be affected by the project, including the following information and clearly indicating any areas or features of the roof proposed to be removed or altered (not required if no changes are proposed to be made to the roof or for projects proposing demolition of all existing structures):
  - ~~(i)~~a. Ridges and valleys of the existing roof.
  - ~~(ii)~~b. Direction and pitch of roof slopes.
  - ~~(iii)~~c. Existing roof materials.

- ~~(iv)~~d. Existing eaves or parapets, including any exposed rafters, beams, brackets fasciae, gutters and other features of the roof.
8. Proposed roof plan for buildings proposed to be affected by the project, including the following information, if changes to the roof are proposed or for proposed new construction:
- ~~(i)~~a. All information listed on the existing roof plan that is proposed to remain or that is proposed for new construction.
- ~~(ii)~~b. Clearly indicate new roof areas and new roof features.
- ~~(iii)~~c. Proposed locations of all exterior rooftop mechanical equipment.
9. Existing building elevations for building facades proposed to be affected by the project, including the following information and clearly indicating any features proposed to be removed or altered (not required for projects proposing demolition of all existing structures):
- ~~(i)~~a. Accurate depiction of affected facades including roof form, eaves or parapets, building walls, window and door openings and detailing, foundations and all architectural features including awnings, canopies, bulkheads, cornices, gutters, downspouts and other architectural details on the façade.
- ~~(ii)~~b. Depict and call out all existing exterior façade materials and features.
- ~~(iii)~~c. Call out building heights.
- ~~(iv)~~d. For projects proposing replacement of historical exterior materials, provide accurate representation, dimensions and finishes of existing materials proposed to be replaced.
10. Proposed building elevations in color and black and white including courtyard or other secondary elevations with the following information:
- ~~(i)~~a. All information listed on the existing building elevations that is proposed to remain or for proposed new construction.
- ~~(ii)~~b. For alterations of existing buildings, clearly indicate new façade elements, window or door openings, light fixtures, etc.
- ~~(iii)~~c. For additions, clearly demarcate the location of existing walls and new walls.
- ~~(iv)~~d. For new construction, provide:
- ~~(a)~~i) Elevations of existing buildings adjacent to front elevation.
- ~~(b)~~ii) Locations of through-the-wall mechanical vents.
- ~~(c)~~iii) Locations of downspouts and drainage outlets or scuppers.
- ~~(d)~~iv) Locations of lighting fixtures.
- ~~(v)~~e. Include callouts to locations of wall sections provided.
- ~~(vi)~~f. Street elevation drawing or photographic rendering of proposed elevation and adjacent building(s) on abutting property, to scale.
11. Proposed building and site sections (cross and longitudinal, for new construction, referenced to callouts provided on the proposed floor plans):
- ~~(i)~~a. Building walls (including freestanding walls).
- ~~(ii)~~b. Floor-to-floor dimensions.
- ~~(iii)~~c. Cut, fill, and spot elevations, as required.

12. Phasing plan (for multi-phased projects) depicting all elements of the project proposed to be completed within each construction phase.
  13. Proposed landscape plan (not required for projects not proposing any changes to landscaping or hardscaping):
    - ~~(i)~~a. Planting plan showing location, spacing, common name, botanical name, container size, quantity of all proposed new plant material, with distinct plant symbols for each specimen.
    - ~~(ii)~~b. Landscape construction plan with dimensions, materials, finishes (drawings, manufacturer specifications, and/or photographs of an existing installation).
    - ~~(iii)~~c. Hardscape details including paving, trash enclosure, raised planters, water features, fences, walls, site furniture, etc.
    - ~~(iv)~~d. Exterior lighting including type of fixture and manufacturer specifications.
    - ~~(v)~~e. Existing trees proposed to remain (trees with a four-inch diameter or greater shall be identified by species and diameter-at-breast height).
    - ~~(vi)~~f. Tree protection plan if existing public or private protected trees are proposed to be retained during construction.
  14. Manufacturer's specifications (e.g., brochures/cut-sheets) for new manufactured features including new windows, doors, light fixtures, vent/drain caps, etc. including materials, finishes and colors.
  15. Materials palette (digital) including images, manufacturer and product name/number and finishes and textures for all proposed exterior materials including cladding, accent materials, proposed color/paint and fabric swatches.
  16. Project Site Context. Color photographs of the existing project site taken from various vantage points from the street and from within the project site showing the existing structure(s), tree(s), and other existing site improvements. Provide full elevation photographs of all site structures including detailed images of affected architectural features proposed for alteration.
  17. Neighborhood Context. Color photographs of existing buildings on both sides of the street on which the project is proposed, between two cross streets. Photographs should identify the address of the property depicted and should be taken perpendicular to the building. If the project is on a corner lot, photographs should include both streets.
  18. Photographic key map indicating from where and at what angle the photographs were taken. All photographs provided should be labeled to correspond to the locations on the photographic key map.
- B. Procedure. [A building permit application for an accessory dwelling unit\(s\) and/or junior accessory dwelling unit shall be considered ministerially in the following manner, notwithstanding the issuance of variances or special use permits.](#)
1. [Application completeness.](#)
    - a. [The director shall determine whether a building permit application for an accessory dwelling unit and/or junior accessory dwelling unit permit is complete and provide written notice of this determination within fifteen \(15\) business days after receipt of the application.](#)
    - b. [If the director determines an application is incomplete, along with the notice of such determination, the director shall, within the time period described in this subsection, provide the applicant with a list of incomplete items and a description of how the application shall be made complete.](#)
    - c. [An applicant whose application was deemed incomplete may re-submit the application to cure the items included in the list provided.](#)

- d. If the application is determined to be incomplete, the applicant shall submit the specific information needed to complete the application within 90 days of receiving the written notice and list of incomplete items. If the applicant does not re-submit their application with the necessary items within the 90-day period, the preliminary application shall expire and have no further force or effect.
  - e. If an applicant re-submits an application, the director shall determine whether the additional application has remedied all incomplete items listed in the determination notice. This additional application is subject to the timeliness and requirements specified in subparagraph (a).
  - f. If the director has not made a determination regarding the completeness of the application within fifteen (15) business days, the application shall be deemed complete for purposes of application review.
12. Project compliance review. ~~The director shall complete the review of the~~ A building permit application for an accessory dwelling unit ~~permit~~ and/or junior accessory dwelling unit ~~permit~~ shall be approved or denied within sixty (60) days of receipt of a complete application if there is an existing single-family or multifamily dwelling on the lot. If the permit application for an accessory dwelling unit permit and/or junior accessory dwelling unit is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, a decision may be delayed for the permit application for the accessory dwelling unit permit and/or junior accessory dwelling unit until the permit application to create the new single-family or multifamily dwelling is approved or denied, but the building permit application for the accessory dwelling unit permit and/or junior accessory dwelling unit shall still be considered ministerially. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay ~~submission. Review of, and the approval or denial of, an application for an accessory dwelling unit permit by the city is a ministerial action.~~
3. ~~The director shall not approve an~~ A building permit application for an accessory dwelling unit ~~permit~~ and/or junior accessory dwelling unit shall not be approved or issued ~~an accessory dwelling unit permit~~ unless the proposed accessory dwelling unit and/or junior accessory dwelling unit complies with the requirements of this chapter. All proposed accessory dwelling units are subject to review for compliance with all applicable provisions of this code and all applicable federal, state, and county laws ~~the terms of this chapter by the director of planning and community preservation.~~
24. ~~If the director denies an~~ a building permit application for an accessory dwelling unit and/or junior accessory dwelling unit is denied, the ~~director~~ applicant shall be provided in writing, within the time period described in this subsection, ~~return in writing~~ a full set of comments ~~to the applicant~~ with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.
3. ~~If the applicant has taken no action to remedy the defective or deficient application within one year from the date the written comments were provided to the applicant, the application shall be considered abandoned and withdrawn for consideration.~~
45. ~~If the director has not approved or denied the~~ a building permit application is not approved or denied within sixty (60) days, the application shall be deemed approved.
5. For the purposes of this subsection, an application being deemed incomplete has the same effect as an application being denied.
6. If a permit is determined to be incomplete under paragraph (1) or denied under paragraph (2) of this subsection, the applicant may appeal that decision in writing to the planning commission. The planning commission shall provide a final written determination within sixty (60) business days of receipt of the written appeal.
- C. ~~The decision of the director shall be final and conclusive. An~~ a ~~applicant's~~ applicant's proposing to create an accessory dwelling unit and/or junior accessory dwelling unit, whether by conversion of an existing guest house, legalization of an unpermitted dwelling unit, or otherwise, ~~who obtains an accessory dwelling unit permit~~

shall be required to obtain a building permit for the accessory dwelling unit and/or junior accessory dwelling unit.

- D. A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit shall be reviewed, in accordance with Code Section 15.04.115 (Section 105.7 Demolition Permits), with the application for the accessory dwelling unit and issued at the same time.
- E. A certificate of occupancy for an accessory dwelling unit or junior accessory dwelling unit shall not be issued before the issuance of a certificate of occupancy for the primary dwelling. In the event that a primary dwelling is substantially damaged or destroyed by an event triggering referenced a proclaimed state of emergency made by the Governor, a certificate of occupancy for an ADU shall be issued even if the primary dwelling has not yet been issued a certificate of occupancy. The primary dwelling shall be repaired or rebuilt within the later of: (a) a year after the sunset of the applicable proclaimed state of emergency, or (b) six years of the date of the Governor's proclamation of a state of emergency. If the primary dwelling is not repaired or rebuilt within the time periods prescribed herein, the accessory dwelling unit's occupancy shall be recertified as a primary dwelling.

### **17.22.110 Permit termination.**

- A. An accessory dwelling unit permit validly issued pursuant to this chapter shall terminate when any one or more of the following occur:
  - 1. The permit has been abandoned, discontinued or is not used within one year from the date of permit issuance;
  - 2. The accessory dwelling unit owner files a declaration with the director that the permit has been abandoned or discontinued; or
  - 3. The permit has been revoked because it was obtained by fraud or misrepresentation or failed to abide by the terms of this chapter, this code, or applicable state or federal law.
- B. If a permit is terminated pursuant to subsection (A), then any improvement related to a permit for accessory dwelling unit shall be removed from the property.

(Ord. No. 1454, § 3(Exh. 2), 5-24-22)

### **17.22.120 Fees.**

- A. ~~An~~ building permit application for an accessory dwelling unit ~~application or junior accessory dwelling unit~~ must be submitted to the city along with the appropriate fee as established by the city council by resolution in accordance with applicable law.
- B. The city will not consider an accessory dwelling unit or junior accessory dwelling unit to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.
- C. The city shall not impose any impact fee or public facilities fees (Chapter 15.52) upon the development of an accessory dwelling unit ~~that is less than~~ seven hundred fifty square feet or less of interior livable space or a junior accessory dwelling unit. Any impact fees or public facilities fees (Chapter 15.52) charged for an accessory dwelling unit ~~of that is more than~~ seven hundred fifty square feet ~~or more may shall~~ be charged proportionately in relation to the square footage of the primary dwelling unit. Any impact fees or public facilities fees (Chapter 15.52) may be reduced as determined by resolution of the city council.
- D. The city may charge a fee to inspect an accessory dwelling unit or junior accessory dwelling unit to determine compliance with applicable building standards in accordance with Section 17.22.040.

### 17.22.130 Rental restrictions.

- A. An accessory dwelling unit or junior accessory dwelling unit may be rented for terms no less than thirty days. The person or party responsible for ownership of property that has an accessory dwelling unit or junior accessory dwelling unit shall obtain and maintain an annual business license, in accordance with Title 5, for dwelling accommodations when actively renting or advertising the rental of the dwelling unit.
- B. No accessory dwelling unit or junior accessory dwelling unit shall be used or advertised as a short-term rental.

### 17.22.140 Historic preservation.

- A. If the creation of an accessory dwelling unit requires a structure be altered or a project proposes to demolish a structure and the structure is a preservation candidate as defined of the type protected under Section 17.60.056 of this code, the applicant ~~will shall~~ prepare a written historic resource evaluation report assessment or survey as described defined in paragraph D of Section 17.60.056 of this code. For the purpose of this requirement, "altered or demolished", "historic resource evaluation report", and "preservation candidate" shall have the same meaning as ascribed under Section 17.60.056. Furthermore, the creation of an accessory dwelling unit shall not be subject to the granting of a discretionary demolition permit under Section 17.60.056. To facilitate the creation of accessory dwelling units through a ministerial permitting process, the provisions of this section shall apply when the provisions under Section 17.60.056 would otherwise apply. However, when the scope of a project also requires a structure be altered or demolished but does not involve the creation of an accessory dwelling unit, the provisions of Section 17.60.056 shall apply and a discretionary demolition permit shall be required for that portion of the proposed project.
- B. All historic resource evaluation reports assessments or surveys shall be prepared in the form of State of California Department of Parks and Recreation Series 523 Forms and shall ~~further~~ report a status code of eligibility as a historic resource according to the California Office of Historic Preservation.
- C. When a historic resource evaluation report reports that a structure to be altered or demolished is eligible for historic designation assessment or survey results in (a status code of categories one through five, inclusive), the applicant ~~is required to shall~~ obtain a Historic Resource Design Review prepared by a historian certified by the Secretary of Interior Professional Qualification Standards for the treatment of historic properties selected at the discretion of the city. The Historic Resource Design Review ~~will shall~~ list measures to mitigate the harmful impacts of the proposed project on the ~~historic structure eligible for historic designation, and those~~ To the extent that mitigation measures will be made a condition of approval of the accessory dwelling unit requires the preservation of any physical attribute of a structure, building plans shall reflect the required mitigation as a requisite for issuance of a building permit.
- D. When a historic resource evaluation reports assessment or survey results in a status code of category six, an applicant may proceed in accordance with this chapter.
- E. When a historic resource evaluation reports assessment or survey results in a status code of category seven, the property shall be reevaluated according to the missing criteria identified in such report; the application shall be deemed incomplete until a historic assessment or survey results in a status code of categories one through six.

### 17.22.150 Tree preservation.

- A. When the director of public works determines that an application for an accessory dwelling unit permit requires removal or substantial trimming of a protected tree, as defined in Section 12.20.020 of this code, a certified arborist selected by the city and paid for by the applicant shall prepare a tree survey and arborist report in accordance with paragraph A of Section 12.20.115 of this code.
- B. The arborist report will list measures to mitigate the harmful impact of the proposed project on ~~the~~ protected trees and those mitigation measures will be made a condition of approval of the accessory dwelling unit permit.

- C. Prior to the removal or substantial trimming of any protected tree, the applicant must obtain a [tree removal or tree trimming](#) permit and pay all accompanying fees.



# CITY OF SIERRA MADRE

## STAFF REPORT

### CITY ATTORNEY

**DATE:** May 26, 2026  
**TO:** Honorable Mayor and City Council  
**FROM:** Aleks Giragosian, City Attorney  
**SUBJECT:** Resolution No. 26-47 Approving City Council Teleconferencing Procedures Policy

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#### **RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 26-47 approving a Teleconferencing Procedures Policy.

#### **SUMMARY**

On March 10, 2026, the City Council discussed Resolution No. 26-24 regarding (1) a teleconferencing procedures policy and (2) a disruption of remote access services policy. The City Council approved moving forward with disruption of remote access services policy and directed the City Attorney to return with a simplified version of the teleconferencing procedures policy.

#### **DISCUSSION & ANALYSIS**

Senate Bill No. 707 ("SB 707"), effective January 1, 2026, revised the Brown Act's teleconferencing procedures for members of a legislative body. The policy attached to this resolution is a guide to navigating the various teleconferencing options available to members of the City Council and its respective commissions. This policy also includes the procedures to recuse oneself from a decision when attendance is by teleconference.

At the City Council's request, this policy has been simplified to:

- 1) clarify the question to be answered in the first column of each row;
- 2) remove the teleconferencing exceptions for eligible subsidiary bodies and multijurisdictional bodies (as those are unlikely to be used); and
- 3) simplify the text in the table.

#### **STRATEGIC PLAN RELATIONSHIP**

This item is in furtherance of Action Step CE 2.1 C (Increase accessibility of community communications, including emergency communications, City event, Major PW projects, and general City programs and services) of Strategy CE 2.1 (Create a City Information hub to Encourage Information Exchange) of Goal 2 (Improve Communication and Collaboration) of Strategic Objective: Community Enrichment (Promote an Unparalleled Quality of Life with an Engaged and Collaborative Culture). Allowing members of the public to remotely participate and provide public comment increases the accessibility of public meetings and promotes a collaborative culture in the City.

### **ENVIRONMENTAL ANALYSIS**

Not a CEQA Project under: 14 CCR 15378(b)(5)- organizational or administrative activities

### **FISCAL IMPACT**

There is no impact to the General Fund as a result of the recommended action.

Approved by:



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Michael Bruckner  
City Manager

### **Attachments**

[2026-05-26 CC Reso. re Teleconferencing Policy.pdf](#)

**RESOLUTION NO. 26-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SIERRA MADRE, CALIFORNIA, APPROVING A  
TELECONFERENCING PROCEDURES POLICY**

**RECITALS**

**WHEREAS**, Senate Bill 707 (“SB 707”) amends the Brown Act to improve public access and transparency for “legislative bodies”;

**WHEREAS**, the Sierra Madre City Council and all of the subsidiary bodies created by the City Council are “legislative bodies” for purposes of the Brown Act;

**WHEREAS**, SB 707 revises the teleconferencing procedures for members of a legislative body;

**WHEREAS**, the City Council desires to adopt a policy that summarizes the exemptions that members of a legislative body may use to teleconference into a meeting and the procedures required when invoking those exemptions; and

**WHEREAS**, the City Council desires to adopt a policy that provides clear instructions regarding the method of recusal when participating in a meeting via teleconference.

**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. Teleconferencing Procedures Policy.** The City Council adopts the Teleconferencing Procedures Policy attached hereto as “Exhibit A”.

**SECTION 3. CEQA.** The adoption of this resolution is exempt from review under the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations because it does not meet the definition of a project 14 CCR 15378(b)(5) because it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in 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 26th day of May, 2026.

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Kristine Lowe, 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 26th day of May, 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Laura Aguilar, City Clerk

Approve as to Form:

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Aleks Giragosian, City Attorney

## Board Teleconferencing Policy

### 1. Rules for Teleconferencing.

It is the policy of the City of Sierra Madre that members of the City Council or any subsidiary body shall attend all regular and special meetings of the such body in-person, unless the member's absence is excused or the member qualifies for one of the following teleconferencing exceptions:

Remote Meeting Exceptions	Traditional Exception	Disability Exception	Emergency Exception	Just Cause Exception
What is the Statutory Citation?	(GC 54953(b))	(GC 54953(c))	(GC 54953.8.2)	(GC 54953.8.3)
Does the Council Member Need to State a Reason for Teleconferencing?	No reason required	Stated disability or reasonable accommodation	Proclaimed State of Emergency or local emergency	Childcare/ caregiving; Contagious illness, Physical/mental condition, Physical/ family medical emergency; Agency-related travel; Military service; or Immunocompromised family members
Does the Teleconferencing Council Member Count Toward Quorum?	No	Yes	Yes	No
How May the Council Member Teleconference?	Audio or Audio-Visual	Audio-Visual only	Audio or Audio-Visual	Audio-Visual Only
Is an Opportunity for Public Participation Required?	Yes, in-person at each teleconference location	No	Yes, call-in or internet-based	Yes, call-in or internet-based and in-person
Must Method of Teleconferencing be Approved by the Legislative Body?	No	No	Yes	No
Must the Votes Be Taken by Roll Call?	Yes	Yes	Yes	Yes
Must the Physical Location of the Teleconferencing Council Member be Included on the Agenda?	Yes	No	No	No
What Happens if the Method of Teleconferencing is Disrupted?	Meeting proceeds	No further action taken	No further action taken	No further action taken

Remote Meeting Exceptions	Traditional Exception	Disability Exception	Emergency Exception	Just Cause Exception
Is There a Limit on the Number of Times a Council Member May Participate via Teleconferencing?	None	For the duration of the disability	For the duration of the emergency, to be reauthorized every 45 days	2 meetings per calendar year (if body meets once per month) 5 meetings per year (if body meets twice per month) 7 meetings per year (if body meets three or more times per month)

### 3. Recusal During Teleconferenced Meetings.

Any member of the City Council or subsidiary legislative body who has a conflict of interest, or who is required to recuse himself or herself from a proceeding pursuant to California Government Code section 87100, shall comply with the following procedures during a teleconferenced or otherwise remote public meeting:

#### 3.1 Public Identification of the Conflict.

Immediately prior to the consideration of the affected agenda item, the member shall publicly identify the conflict of interest on the record and disclose the circumstances giving rise to the conflict in sufficient detail to be understood by the public.

#### 3.2 Non-Participation.

The member shall recuse themselves from all discussion, deliberation, and action on the matter by turning off his or her audio and video and shall not attempt to influence the decision in any manner.

#### 3.3 Rejoining Meeting.

Upon conclusion of a discussion, vote, and any other disposition of the matter, the Mayor or presiding officer shall announce that the member may turn on his or her audio and video to rejoin the meeting.