

**AGENDA
PLANNING COMMISSION**

Thursday, April 21, 2022

7:00 PM

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



THIS MEETING WILL BE HELD IN PERSON

The Brown Act provides the public with an opportunity to make public comments at any public meeting. Public comment may be made by e-mail to PublicComment@CityofSierraMadre.com by 5:00PM on the day of the meeting. Emails will be acknowledged at the Commission meeting and filed into the public record. Public comments received electronically will also be posted on the City website for public viewing and transparency.

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

ROLL CALL

Chair Pevsner, Vice-chair Denison, Commissioners Dallas, Hutt, Spears

APPROVAL OF AGENDA

Majority vote of the Commission to proceed with Commission business

APPROVAL OF MINUTES

Approval of March 17, 2022, Planning Commission meeting minutes

Approval of April 7, 2022, Planning Commission meeting minutes

COUNCIL LIAISON REPORT

Report from City Council Liaison to the Planning Commission

COMMUNITY INPUT

At this time, any person may address the Planning Commission concerning an item that is not on the agenda. The Commission welcomes your attendance and participation. When addressing the Commission, please begin by providing your name and address for the record. Please keep comments to no more than five minutes to assure an orderly and timely meeting.

Copies of the Agenda are available for your convenience on the City's website. State legislation (Govt. Code Section 54954.2) limits the Commission's ability to take action on specific requests. Govt. Code Section 54954.2 limits the placement of items on the Agenda for action 72 hours prior to meetings, except for specific findings.

No action or discussion may be undertaken by the Planning Commission on any item if not posted on the agenda, except that Commissioners or staff may briefly respond to statements made or questions posed by the public, or a Commissioner or staff liaison may ask a question for clarification, or make a brief report on his or her own activities. A Commissioner or the Commission itself may provide a reference to staff to report back to the Commission at a subsequent meeting concerning any matter or may direct staff to place a matter of business on a future agenda.

ACTION ITEMS

PUBLIC HEARING

1. A REQUEST TO ALLOW FOR GENERAL SALES AND ON-SITE CONSUMPTION OF ALCOHOL AT AN EXISTING RESTAURANT (MONSIEUR CREPE) LOCATED AT 54 WEST SIERRA MADRE BOULEVARD

It is recommended that the Planning Commission approve Conditional Use Permit No. 22-01 (CUP 22-01) to expand services at Monsieur Crepe, maintaining the existing space and adding to the menu beer and wine for on-site consumption.

Pursuant to Sierra Madre Municipal Code Section 17.36.020, sales of alcohol and tobacco, whether for consumption on or offsite and whether alone or in conjunction with other uses (such as a retail store, restaurant or a newly added use) shall require a conditional use permit.

2. A REQUEST TO ALLOW FOR OFF-SALES BEER, WINE AND DISTILLED SPIRITS IN ADDITION TO INSTRUCTIONAL TASTING (ABC LICENSE TYPES 21 & 86) AT AN EXISTING COMMERCIAL PROPERTY (TAYLOR'S OL' FASHIONED MARKET) LOCATED AT 14 EAST SIERRA MADRE BOULEVARD

It is recommended that the Planning Commission Approve Conditional Use Permit No. 22-02 (CUP 22-02) to expand services, adding to the existing sales floor an area for the sales and instructional tasting of beer, wine and distilled spirits.

Pursuant to Sierra Madre Municipal Code Section 17.36.020, sales of alcohol and tobacco, whether for consumption on or offsite and whether alone or in conjunction with other uses (such as a retail store, restaurant or a newly added use) shall require a conditional use permit.

3. RESOLUTION NO. 22-04 RECOMMENDING THE CITY COUNCIL AMEND CHAPTER 17.22 (SECOND UNITS) OF TITLE 17 (ZONING) OF THE SIERRA MADRE MUNICIPAL CODE TO CONFORM TO STATE HOUSING LAW

It is recommended that the Planning Commission approve Resolution No. 22-04, recommending the City Council adopt an ordinance amending Chapter 17.08 (Definitions) of Title 17 (Zoning), Chapter 17.22 (Second Units) of Title 17 (Zoning) in its entirety and Chapter 17.28 (R-3 Medium/High Density Residential Zone) of the Sierra Madre Municipal Code to conform to state housing law.

4. CONSIDERATION OF MUNICIPAL CODE TEXT AMENDMENT – ORDINANCE CLEAN-UP (MCTA 22-05)

It is recommended that the Planning Commission approve Planning Commission Resolution 22-08 recommending adoption of an ordinance providing general clean-up of various sections of the Sierra Madre Municipal Code.

5. CONSIDERATION OF MUNICIPAL CODE TEXT AMENDMENTS REGARDING CHAPTER 17.88 (TEMPORARY USE PERMITS) OF TITLE 17 (ZONING) OF THE SIERRA MADRE MUNICIPAL CODE

It is recommended that the Planning Commission Discuss Resolution No. 22-12 and review an ordinance to facilitate updates to Chapter 17.88 (Temporary Use Permits)

DISCUSSION

1. DISCUSSION REGARDING PROPOSED AMENDMENTS TO CHAPTER 5.36 (COMMERCIAL PHOTOGRAPHY AND MOTION PICTURE FILMING) OF TITLE 5 (BUSINESS LICENSES AND

REGULATIONS) OF THE SIERRA MADRE MUNICIPAL CODE

It is recommended that the Planning Commission discuss resident' concerns regarding motion picture filming and review amendments to Chapter 5.36 of Title 5 (Business Licenses and Regulations) of the Sierra Madre Municipal Code to address those concerns.

2. CONSIDERATION OF RESOLUTION NO. 22-14 DECLARING THE PURCHASE OF PROPERTY LOCATED AT 350 W. SIERRA MADRE BLVD., SIERRA MADRE, CALIFORNIA 91024 TO BE CONSISTENT WITH THE SIERRA MADRE GENERAL PLAN

It is recommended that the Planning Commission Approve Resolution No. 22-14 declaring the purchase of property located at 350 W. Sierra Madre Blvd., Sierra Madre, California 91024 ("Property") to be consistent with the Sierra Madre General Plan ("General Plan").

PLANNING COMMISSION REPORTS

Reporting of Planning Commissioner's activities related to City business.

PLANNING & COMMUNITY PRESERVATION DEPARTMENT REPORTS

Forecast and status of projects for upcoming meetings.

GENERAL INFORMATION

To receive updates regarding The Meadows at Bailey Canyon proposed residential development please visit the following webpage: www.cityofsierramadre.com/meadows

To receive information regarding projects under staff review, please visit the following webpage: www.cityofsierramadre.com/projects

ADJOURNMENT

The Planning Commission will adjourn to a meeting to take place on **May 5, 2022**.

INFORMATION TO THE PUBLIC

Action Items – Regardless of staff recommendation on any agenda item, the Planning Commission will consider such matters, including action to approve, conditionally approve, reject, or continue such item.

The Planning Commission will consider the last item at 10:30 p.m. and they will adjourn the meeting by 11:00 p.m. The Planning Commission will continue all unfinished business to an adjourned meeting on the following Thursday at 7:00 p.m. or to a different time and date certain.

Copies of the Agenda are available for your convenience at the rear of the Council Chambers. State legislation (Govt. Code Section 54954.2) limits the Planning Commission's ability to take action on specific requests. Govt. Code Section 54954.2 limits the placement of items on the Agenda for action 72 hours prior to meetings, except for specific findings.

No action or discussion may be undertaken by the Planning Commission on any item if not posted on the agenda, except that Commissioners or staff may briefly respond to statements made or questions posed by the public, a Council member or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. A Commissioner or the Planning Commission itself may provide a reference to staff to report back to the Planning Commission at a subsequent meeting concerning any matter or may direct staff to place a matter of business on a future agenda.

REQUIRED FINDINGS

Conditional Use Permit and Variance considerations are "quasi-judicial" decisions made by the Planning Commission. As such, these decisions may be challenged in court. Accordingly, courts require an adequate "record" to exercise judicial review. This means that the documentation supporting the approval or denial of a project must include an explanation of how the Planning Commission processed the raw information and evidence considered in reaching its decision. The California Supreme Court has laid down distinct, definitive principles of law detailing the need for findings when a public agency approves or denies a project while acting in a "quasi-judicial" roll. This decision is based upon the case, *Topanga Assoc. For a Scenic Community V. County of Los Angeles* ("Topanga"). The "Topanga" court outlined the following 5 purposes for making findings:

- Provide a framework for making principled decisions, enhancing the integrity of the administrative process;
- Facilitate orderly analysis and reduce the likelihood the agency will randomly leap from evidence to conclusions;
- Serve a public relations function by helping to persuade the parties that the administrative decision making is careful, reasoned, and equitable;
- Enable the parties to determine whether and on what basis they should seek judicial review and remedies; and,
- Apprise the reviewing court of the basis for the agency's decision.

For more information on the necessary "Findings" that the Planning Commission must make, please contact the Development Services Department at (626) 355-7138.

(Source: Curtin's California Land Use & Planning Law, Daniel)

File Attachments for Item:

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CITY OF SIERRA MADRE
PLANNING COMMISSION MINUTES

Regular Meeting of
Thursday, March 17, 2022 at 7:00 p.m.
City Council Chambers, 232 W. Sierra Madre Blvd.

CALL TO ORDER

Chair Pevsner called the meeting to order at 7:03 pm

Present: Chair Pevsner, Vice-Chair Denison, Commissioners Dallas, Hutt, Spears

Staff: Vincent Gonzalez, Director of Planning and Community Preservation
Jennifer Peterson, Administrative Analyst
Josh Wolf, Associate Planner
Aleks R. Giragosian, City Attorney

APPROVAL OF AGENDA

Chair Pevsner suggested reversing the order of the agenda.
Commissioner Denison moved to approve the agenda as amended. Commissioner Hutt seconded. Motion carried by unanimous voice vote.

APPROVAL OF MINUTES MARCH 3, 2022

Commissioner Hutt requested to delete line 88, change the bullet points to a numbered list and correct Line 105 to reflect that the Commission will be moving forward with item 2, but not numbers 1 and 3.
Commissioner Denison moved to approve the minutes as amended. Commissioner Spears seconded.
Motion to approve the minutes as amended by Commissioner Hutt by unanimous voice vote.

COUNCIL LIAISON REPORT

Report from City Council Liaison to the Planning Commission. None.

AUDIENCE COMMENTS FOR ITEMS NOT ON THE AGENDA

Carole Farrell
Wilson St.
Spoke about the impact of filming at Alverno on her property.

Kristen Stephens
Grandview Ave.
Spoke about filming at Alverno.

DISCUSSION

**1. DISCUSSION REGARDING PROPOSED AMENDMENTS TO CHAPTER 17.88
(TEMPORARY USE PERMITS) OF THE SIERRA MADRE MUNICIPAL CODE**

Administrative Analyst Peterson provided the Staff Report and responded to questions from the Planning Commission.

48 City Attorney Giragosian provided additional clarification.

49 **PUBLIC COMMENT**

50
51 Ken Farfsing
52 Board of Directors, Alverno Heights Academy (AHA)
53 Spoke about use of the Villa for events and filming on the campus.
54 Mr. Farfsing noted that the AHA annual TUP has 47 conditions of approval; quarterly
55 notification of neighbors of upcoming events; host two in person meeting per with neighbors
56 per year.

57
58 Keith Stephens
59 West Grand View Avenue
60 Spoke about concerns regarding the use of the AHA Villa for events and filming.

61
62 Kristy Stevens
63 West Grand View Avenue
64 Spoke about concerns regarding the use of the AHA Villa for events and filming.

65
66 Cynthia Swenka
67 Wilson Street
68 Addressed noise levels from events.

69
70 Colin Thomas
71 Wilson Street
72 Spoke about concerns regarding the use of the AHA for private and school events and
73 traffic concerns. Need for speed bumps.

74
75 Julia Fanara
76 AHS Head of School
77 Appreciated neighbor comments.
78 Traffic and noise studies are currently being updated.

79
80 **PLANNING COMMISSION DISCUSSION**

81 The Commission discussed the proposed amendments to the Municipal Code and included
82 the following for inclusion in the Municipal Code Text Amendment as follows:

- 83 a. Post Temporary Use Permit events on City website.
84 b. Limit frequency of events to no more than four times per twelve-month period.
85 c. Require an event monitor for larger events of 100 or more people as a condition of
86 approval.
87 d. Require a security guard if alcohol is served.

88 The Commission directed staff to return with a draft ordinance with amendments as
89 discussed, and schedule the matter for a public hearing.

90 **MUNICIPAL CODE TEXT AMENDMENT – ORDINANCE CLEAN-UP (MCTA 22-05)**

91 Associate Planner Wolf delivered the PowerPoint and agenda report.

92 Commissioner Hutt indicated that redlines from current code is not same code that's online.

93 Associate Planner Wolf replied that Municipal Code Amendments have not been posted
94 online by Municode.

95 **PUBLIC COMMENT**

96 No public comment.

97 **DISCUSSION**

98 Commissioner Hutt indicated that all municipal code changes are acceptable; Confirm
99 numbering and lettering are correct and cleaned-up.

100 Commissioner Dallas wanted to know rational behind covered parking for additions? This
101 will require more structures and adds to the bulk and mass of the lot when people do not
102 use the garage. Ok with off street parking, don't need to be covered.

103 Commissioner Hutt clarified that traditionally covered parking was required. Reinstating
104 omission from 2021 parking code update adoption.

105 Commissioner Denison suggested to keep the covered parking requirement in the R-1 zone
106 and consider removing requirement from R-2 Zone.

107 Chair Pevsner indicated that he was fine with amendments.

108 Commissioner Spears indicated that Commissioner Dallas is speaking to changes in state
109 code.

110

111 Commissioner Dallas restated position to require off street parking in lieu of covered
112 parking.

113

114 Action: Commissioner Hutt directed staff to include the ordinance amendments discussed
115 and schedule the matter for public hearing. Commissioner Spears seconded. Motion
116 carried unanimously by voice vote.

117

118 **2. CONSIDERATION OF MUNICIPAL CODE TEXT AMENDMENTS IN RESPONSE TO**
119 **STATE LAW TO ADOPT AN ORDINANCE AMENDING TITLE 17, ZONING, CHAPTER**
120 **17.22 (SECOND UNITS) OF THE SIERRA MADRE MUNICIPAL CODE**

121

122 Commissioner Spears obtained from discussion and noted a conflict of interest.

123

124 Associate Planner Wolf delivered the PowerPoint and agenda report.

125

126 **Public Comment**

127 None

128

129 **Discussion**

130

131 Commissioner Hutt requested clarification regarding procedures specific to Attachment B.4
132

Action: Commissioner Denison directed staff to schedule the matter for public hearing noting selection of Option #4 with ordinance amendments discussed. Commissioner Hutt seconded. Motion carried unanimously by voice vote.

Commissioner Spears abstained.

ORAL COMMUNICATION

Planning Commission Reports

Planning and Community Preservation Reports

Director Gonzalez stated that the next regular meeting of the Planning Commission will be on April 7, 2022. He stated that the Commission will conduct a Public hearing regarding "The Meadows at Bailey Canyon Specific Plan" (Project). Director Gonzalez indicated that subsequent meetings for the Project will be scheduled the First Thursday of each month.

Director Gonzalez also stated that on March 22, 2022, the City Council will consider for first reading, four Ordinance Amendments including the General Plan Land Use Map and Zoning Map consistency update; Multiple Family Residential High Density and Religious Housing Overlay ordinance; Affordable Housing Ordinance Update, and Small Home Lot Developments, Urban Lot Splits, and Ministerial Design Review Permits to conform to state housing law.

Commissioner Hutt inquired about the review procedure for The Meadows at Bailey Canyon Specific Plan project.

Director Gonzalez stated that the Commission will conduct a public hearing and deliberate on each entitlement for the Project.

Director Gonzalez reminded the Commission that Commissioner Spears term will end on June 16, 2022, at which time, the seat will be vacated. Director Gonzalez encouraged the Commission to reach out to community members to apply for the position.

Vice Chair Pevsner adjourned the meeting at 9:38 pm to April 7, 2022.

Secretary to the Planning Commission
Vincent Gonzalez, Director of Planning & Community Preservation

File Attachments for Item:

2. Approval of April 7, 2022 Planning Commission meeting minutes

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**CITY OF SIERRA MADRE
PLANNING COMMISSION MINUTES**

Regular Meeting of
Thursday, April 7, 2022 at 7:00 p.m.
City Council Chambers, 232 W. Sierra Madre Blvd.

CALL TO ORDER

Chair Pevsner called the meeting to order at 7:04 pm

Present: Chair Pevsner, Vice-Chair Denison, Commissioners Dallas, Hutt,
Spears

Staff: Vincent Gonzalez, Director of Planning and Community Preservation
Jennifer Peterson, Administrative Analyst
Clare Lin, Senior Planner
Josh Wolf, Associate Planner
Aleks R. Giragosian, City Attorney

APPROVAL OF AGENDA

Vice-Chair Denison moved to approve the agenda. Commissioner Hutt seconded.
Motion carried unanimously.

**APPROVAL OF MINUTES MARCH 1, 2022 JOINT CITY COUNCIL PLANNING
COMMISSION MEETING**

Chair Hutt noted that in the minutes, he was referred to as Chair, not Commissioner,
and that his name was misspelled.

Vice-Chair Denison moved to approve the minutes with edits mentioned by
Commissioner Hutt. Commissioner Spears seconded. Motion carried 4:1 with Chair
Pevsner abstaining.

COMMUNITY INPUT

Heather Allen

Grove St.

Ms. Allen voiced her concern that the minutes did not include the public comments in
detail, and discouraged the Commission's approval of the minutes. She requested
verbatim minutes in the interest of transparency.

City Attorney Giragosian stated that minutes are intended to record votes, not
verbatim discussion, and that it is not standard procedure to produce a transcript of
the meetings.

COUNCIL LIAISON REPORT

46 None.

47
48 **COMMUNITY INPUT FOR ITEMS NOT ON THE AGENDA**

49 None.

50
51 **PUBLIC HEARING**

52
53 **1. ENVIRONMENTAL IMPACT REPORT CERTIFICATION, GENERAL PLAN**
54 **AMENDMENT AND ZONE CHANGE AND SUBSEQUENT LAND USE MAP AND**
55 **ZONING MAP AMENDMENTS, SPECIFIC PLAN, LOT LINE ADJUSTMENT, AND**
56 **DEVELOPMENT AGREEMENT FOR A PROPOSED 42 LOT RESIDENTIAL**
57 **SUBDIVISION LOCATED AT 700 NORTH SUNNYSIDE AVENUE**
58

59 Commissioner Hutt suggested that the Planning Commission provide their
60 perspective of the proposed project prior to public comment.

61
62 Commissioner Spears agreed with this approach.

63
64 Chair Pevsner suggested allowing Commissioner questions as the presentation is
65 made.

66
67 Vice-Chair Denison suggested that he is in agreement with both approaches in order
68 to allow full transparency.

69
70 City Attorney Giragosian stated that the meeting may proceed as the Chair pleases,
71 however he cautioned the Commissioners against stating definitive opinions.

72
73 Commissioner Hutt spoke of lessons learned at 1 Carter and Kensington, stating that
74 Conditions of approval are only good as long as we have teeth to enforce them. He
75 also expressed concern with per project/per lot Design Review and that details can
76 be missed in Specific Plans. He also requested more details on the trees with regard
77 to the off-site road widening procedure.

78
79 Commissioner Spears agreed with Commissioner Hutt's concerns, stated he felt that
80 the Commission is being asked to vote on something and not the moving parts.

81
82 Vice-Chair Denison suggested including some sort of mechanism that ensures
83 project completion in conformance to the plans as shown such as reverting back to
84 the original zoning if the project is not constructed per plan.

85
86 Chair Pevsner appreciated the park and the public access.

87
88 Director Gonzalez delivered the Staff Report and PowerPoint presentation and
89 reviewed the zoning review procedure and findings
90

91 City Attorney Giragosian delivered a PowerPoint presentation regarding the
92 Memorandum of Understanding (MOU).
93
94 The Commission discussed the option of including a reversion provision in the MOU,
95 in the event of a delay. City Attorney Giragosian provided the Commission with
96 several options for language.
97
98 The Commission discussed the governing code, between the Specific Plan, and the
99 Zoning code. City Attorney Giragosian clarified which code would apply to the
100 phases of this project.
101
102 The Commission discussed possible scenarios where the MOU could expire, and
103 City Attorney Giragosian provided clarification and guidance.
104
105 The Commission discussed the review procedures, and the potential challenges they
106 may face.
107
108 Commissioner Hutt inquired if the tentative tract map can be approved now with the
109 entitlements under review.
110
111 City Attorney Giragosian said yes, but review of the entitlements would be subject to
112 SB 330 and the five public hearing rule.
113
114 The Commission discussed the EIR review and approval process.
115
116 The Commission discussed the Specific Plan Design Review process.
117
118 Commissioner Dallas inquired if it is possible to approve the EIR absent approval of
119 the Specific Plan?
120
121 City Attorney Giragosian indicated that the EIR is written for the Specific Plan and it is
122 not appropriate to bisect the review process.
123
124 Commissioner Denison inquired how much can we change the Specific Plan without
125 requiring a new EIR; and vis versa.
126
127 City Attorney Giragosian indicated that recirculation is not necessary if there are no
128 new environmental impacts.
129
130 Commissioner Hutt inquired if the Retreat Center would amend the lot line adjustment
131 application to realign the lot line of the open space area further south.
132
133 Johnathan Frankel
134 Applicant
135 Mr. Frankel delivered a PowerPoint Presentation.

PUBLIC COMMENT

Darlene Papa read comments by Lynne Collman

Ms. Collman spoke regarding the EIR review, and the Specific Plan's consistency with the General Plan.

Scott Oliver

Carter Ave

Mr. Carter spoke about the impact to the surrounding neighborhood. He spoke about his concerns regarding the agreement between the City and New Urban West, and that the project is tract housing.

Mr. Padilla spoke on behalf of Carol Weeks

Ms. Weeks comments included concerns about New Urban West and their history of litigation.

Shirley Moore

Woodland Dr.

Ms. Moore felt that the development would be a violation of the General Plan.

Deb Sheridan

Valley Vista Drive

Ms. Sheridan shared quotes from a CEQA webinar.

Gary Hood

Baldwin Ave.

Mr. Hood spoke of his loss of faith in the City council and the potential impact of the new housing legislation on the development.

John VanDyke

Golf Club Dr., Glendale

Mr. VanDyke introduced himself as a Mater Dolorosa, board member and provided the history of the property. He also shared the potential impact of not developing the property as submitted.

Alice Elliott

Manzanita Ave.

Ms. Elliot spoke of her concerns about the impact on the ecosystem.

Tricia Searcy

Fairview Ave.

Ms. Searcy referenced a letter by Beverly Grossman Palmer, Attorney for Sierra Madre Group, which was previously submitted as public comment, regarding purported omissions in EIR.

181
182 Matt Bryant
183 Edgeview Ave.
184 Mr. Bryant spoke regarding the development's impact on traffic, water, wildlife and the
185 neighborhood.
186
187 Todd Cranston-Cuebas
188 Fairview Ave.
189 Mr. Cranston-Cuebas expressed a lack of trust in the project and the developer.
190
191 Alice Whichello
192 Sierra Madre Blvd.
193 Ms. Wichello expressed concern about the environmental impact of the project.
194
195 Father Michael Higgins
196 N Sunnyside Ave.
197 Father Higgins shared his history with the facility and the project, and spoke in favor
198 of the project.
199
200 ***Chair Pevsner called for a 10 min recess.**
201
202 Director Gonzalez addressed some of the audience comments, discussing the
203 expected revenue from the project, impact to water supply, and the design review
204 process.
205
206 Vice-Chair Denison inquired about the letter received from a law firm on behalf of the
207 residents.
208
209 City Attorney Giragosian stated that the letter was regarding the
210 recirculation of EIR. He noted that the attorneys for the applicant have provided a
211 response, and City Attorney's office is reviewing and will have a response at the next
212 PC meeting.
213
214 City Manager Reynoso provided clarification regarding water conservation measures.
215
216 Dr. Mary Doyle
217 W. Sierra Madre Blvd.
218 Dr. Doyle spoke in support of project.
219
220 Jim Kelly
221 Mr. Kelley spoke of the financial concerns which led to the sale of property.
222
223 Stacy Bradshaw
224 Los Rocas
225 Ms. Bradshaw spoke in support of the project.

226
227 Stephen Biskup
228 Hastings Ranch
229 Mr. Biskup spoke regarding private property rights
230
231 John Doyle
232 W. SMB
233 Mr. Doyle expressed support for the project.
234
235 Michael Cunningham
236 Rancho Cucamonga
237 Mr. Cunningham spoke in favor of the project.
238
239 Lynn-Ann Cuminotto
240 Ms. Cuminotto spoke of the benefits of the project to the Community.
241
242 Cameron Thornton
243 Jalee Circle, Glendale
244 Mr. Thornton spoke as the Development Chairperson and gave the background and
245 history of the conception of the project. He also shared that project information is
246 available on the Mater Dolorosa website including his personal cell number.
247
248 Kristine Lowe
249 Esperanza Ave.
250 Ms. Lowe spoke in favor of the project.
251
252 Ed Roohan
253 E. Meadowbrook Rd.
254 Mr. Roohan spoke in favor of the project.
255
256 Father Bruno D'Souza
257 Father D'Souza spoke in favor of the project.
258
259 Filippo Fanara
260 E. Topeka Pasadena
261 Mr. Fanara spoke in favor of the project.
262
263 Christina Dreyer Shymkovich
264 Park Vista.
265 Ms. Shymkovich spoke in favor of the project.
266
267 Natalie Shore Peterson
268 Ms. Peterson spoke on behalf of mother Queenie on Crestvale Dr.
269 Ms. Peterson expressed concerns with the impact on the neighborhood.
270

271 Phillip Yao
272 Sierra Keys Dr.
273 Mr. Yao spoke of fire concerns and is opposed to the project.
274

275 Robert Gjerde
276 Vista Circle Dr.
277 Mr. Gjerde felt that the project benefits will outweigh the sacrifices.
278

279 Alex Arrietta
280 Edgeview Dr.
281 Mr. Alex Arrietta
282 Opposed to the project. Water concerns. Letter from attorney, EIR must be
283 recirculated. Concerned with lack of public input. NUWI has taken inappropriate
284 actions. Residents don't trust City to have their best interest.
285

286 **Chair Pevsner closed Public Comment.**

287
288 **DISCUSSION**

289
290 The Commission commenced deliberations and requested the following from staff and
291 the applicant:
292

- 293 1. Organize a site tour.
- 294 2. Draft a table or summary comparing the specific plan development standards
295 and R-1 One Single Family development standards.
- 296 3. Change the Specific Plan's floor area calculation to match the R-1's calculation
297 Provide a site map of the Retreat Center property with clear lot lines.
- 298 4. Direct the Retreat Center to amend the lot line adjustment application to realign
299 the lot line of the open space area further south.
- 300 5. Show proposed lot lines for individual lots.
- 301 6. Determine whether the EIR needs to be recirculated.
- 302 7. Determine whether the Lot Line Adjustment is the proper procedure to create
303 Parcel 1 and Parcel 2.
- 304 8. Provide more information regarding connection to parking and access related to
305 the Carter Basin and Bailey Canyon Wilderness Park.
- 306 9. Ask Applicant to update the Commission on its discussion with the County
307 regarding road widening.
- 308 10. Provide greater clarity regarding how design review of the specific plan will be
309 conducted.
- 310 11. Amend the development agreement to have the applicant provide the City with
311 the conservation easement earlier in the process and for the City to forestall
312 recordation until after all entitlements are issued.
- 313 12. Make the zoning approval conditional on the construction of the project. Include
314 language in the DDA to allow R-1 Zone to revert back to Institutional Zone if
315 project fails.

- 316 13. Include more language in the DDA regarding Bonds for residential
317 improvements (performance bond, surety bond, construction bond).
318 14. Outline procedure of review process – (1) Final Environmental Impact
319 Report/Mitigation Measures and Reporting Program, (2) Specific Plan, (3)
320 General Plan and Land Use Map Amendment, (4) Zoning Code and Zoning Map
321 Amendment, (5) Lot Line Adjustment, and (6) Development Agreement.
322

323 **Action: Vice Chair Denison moved to continue this matter to May 5.**
324 **Commissioner Hutt seconded. Motion carried unanimously.**

325 **ORAL COMMUNICATION**

326 **Planning Commission Report**

327 None.
328

329 **Planning and Community Preservation Staff**

330 Director Gonzalez indicated that there are six items on the agenda for April 21, 2022
331 and reminded the Commissioners to RSVP for the April 27, 2022 Honor's Dinner to
332 be held at 6 PM at the Hart Park House.
333

334 Vice Chair Pevsner adjourned the meeting at 11:15pm to April 21, 2022.
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338

339 Secretary to the Planning Commission

340 Vincent Gonzalez, Director of Planning & Community Preservation

File Attachments for Item:

1. It is recommended that the Planning Commission approve Resolution No. 22-13 approving Conditional Use Permit 22-01 to expand services at Monsieur Crepe, maintaining the existing space and adding to the menu beer and wine for on-site consumption.

Pursuant to Sierra Madre Municipal Code Section 17.36.020, sales of alcohol and tobacco, whether for consumption on or offsite and whether alone or in conjunction with other uses (such as a retail store, restaurant or a newly added use) shall require a conditional use permit.



Planning Commission **STAFF REPORT**

*William Pevsner, Chair
Thomas Denison, Vice-Chair
Peggy Dallas, Commissioner
John Hutt, Commissioner
Bob Spears, Commissioner*

*Vincent Gonzalez, Director
Planning & Community Preservation*

TO: Chair Pevsner and Planning Commissioners

FROM: Joshua Wolf, Associate Planner

DATE: April 21, 2022

**SUBJECT: CONDITIONAL USE PERMIT 22-01 (CUP 22-01):
A request to allow On-Sales Beer and Wine (ABC license type 41)
at an existing restaurant (Monsieur Crepe) located at 54 West
Sierra Madre Boulevard**

STAFF RECOMMENDATION

Staff recommends that the Planning Commission approve Resolution No. 22-13 approving Conditional Use Permit 22-01.

ALTERNATIVES

1. Approve Resolution No. 22-13;
2. Approve with modifications Resolution No. 22-13;
3. Deny Resolution No. 22-13; or
4. Continue consideration of Resolution No. 22-13.

SUMMARY

The applicant, Catherine Kim, is proposing to expand services at Monsieur Crepe, located at 54 W. Sierra Madre Boulevard, maintaining the existing space and adding to the menu beer and wine for on-site consumption. Pursuant to Sierra Madre Municipal Code Section 17.36.020, sales of alcohol and tobacco, whether for consumption on or offsite and whether alone or in conjunction with other uses (such as a retail store, restaurant or a newly added use) shall require a conditional use permit.

BACKGROUND

Monsieur Crepe is a one-story, 780-square-foot commercial tenant space located in the commercial core of downtown Sierra Madre with a General Plan Land Use and Zoning designation of C (Commercial); adjacent parcels also have a General Plan Land Use and Zoning designation of C (Commercial). Monsieur Crepe is an existing restaurant that has been operating at the same location since 2013.

PROPOSAL

The applicant, Catherine Kim, proposes to grow the business by adding to the menu beer and wine to be served to patrons of Monsieur Crepe. The proposal does not require any improvements to the tenant space nor does the proposal involve significant alterations to the exterior of the building. The request does not affect parking conditions as there are no proposed changes to the seating arrangement.

The applicant applied to the Department of Alcoholic Beverage Control (ABC) to obtain a Type-41 license that authorizes “the sale of beer and wine for consumption on or off the premises where sold. Distilled spirits may not be on the premises (except brandy, rum, or liqueurs for use solely for cooking purposes). Must operate and maintain the licensed premises as a bona fide eating place. Must maintain suitable kitchen facilities, and must make actual and substantial sales of meals for consumption on the premises. Minors are allowed on the premises.” This would permit the business to serve beer and wine in the outdoor patio spaces fronting the tenant space. A Type-47 license is required to authorize the restaurant to serve beer and wine with allowance to maintain distilled spirits on suite for cooking purposes.

ANALYSIS / FINDINGS

Pursuant to Sierra Madre Municipal Code Section 17.60.040, before any conditional use permit is granted, the application shall show, to the reasonable satisfaction of the reviewing authority, the existence of the following facts:

- A. That the site for the proposed use is adequate in size, shape, topography, and location;** in that the existing 780-square-foot tenant space is currently a bona fide restaurant with approved sidewalk dining permitting an outdoor patio space for patrons; the request to serve alcohol at the location requires no improvement to the tenant space nor to any portion of the building’s exterior.
- B. That the site has sufficient access to streets which are adequate, in width and pavement type, to carry the quantity and quality of traffic generated by the proposed use;** in that the use of the commercial tenant space is maintained as a bona fide restaurant as required for an ABC license. The street and parking conditions are currently more than sufficient to serve the restaurant and would not be impacted by this

request. The request does not include the proposal to expand the number of seats or tables offered to patrons of the restaurant and thus has no impact to traffic generated.

- C. That the proposed use is neither detrimental to the public health, safety and general welfare, nor will unreasonably interfere with the use, possession and enjoyment of surrounding and adjacent properties;** in that the current use of the restaurant will be maintained as the primary function of the business. The Department of Alcoholic Beverage Control regulates the administration, licensing and compliancy with regard to impacts of public health and safety by alcohol consumption. Conditions of approval to this request will require the applicant to ensure that there is no significant physical interference with the use, possession and enjoyment of surrounding and adjacent properties.
- D. That there is a demonstrated need for the use requested;** in that the applicant has stated that the service has been a popular request from customers and that serving alcohol would help the business grow. The business is located along the main commercial corridor of the city and it would provide a pedestrian-generating use at the ground level which is encouraged in the Commercial Zone.
- E. That the proposed use is consistent with the general plan, zoning and other applicable codes;** in that the subject site has a General Plan Land Use and Zoning designation of C (Commercial) and the request is consistent with the following Objectives and Policies of the City's General Plan:
- Objective L3: Continuing the existing, and developing new commercial structures and uses.
 - Objective L33: Maintaining a commercial area designed to enhance pedestrian activity, preserve historic patterns of development and foster community values.
 - Objective L35: Achieving a mix of uses which accomplishes a healthy balance of local services and visitor attraction while maximizing the City's revenues from property and other taxes.
 - Policy L35.2: Accommodate a diversity of commercial uses intended to meet the needs of local residents.
- F. That the use at the location requested would benefit the public interest and convenience;** in that the request would be suitable for the downtown commercial core area of the City where other similar uses operating with alcohol services are located as allowed by the Commercial Zone Ordinance.

CEQA / ENVIRONMENTAL

The proposed project qualifies for a Class 3 Categorical Exemption, pursuant to Section 15303 of the California Environmental Quality Act (CEQA) as it involves the conversion

of an existing structure from restaurant without alcohol use to restaurant with alcohol use with no necessary modifications to the interior of the structure.

PUBLIC NOTICE

This item has been noticed pursuant to Sierra Madre Municipal Code Section 17.60.100 and through the regular agenda notification process. Copies of this report are available on the City's website at www.cityofsierramadre.com.

Attachments:

Attachment A:	Planning Commission Resolution No. 22-13
Attachment B:	Project Application and materials

PC RESOLUTION 22-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE APPROVING CONDITIONAL USE PERMIT (CUP) 22-01; A REQUEST TO ALLOW ON-SALES BEER AND WINE (ABC LICENSE TYPE 41) AT AN EXISTING RESTAURANT (MONSIEUR CREPE) LOCATED AT 54 WEST SIERRA MADRE BOULEVARD.

RECITALS

WHEREAS, an application for a conditional use permit was filed by:

**Catherine Kim
Monsieur Crepe
54 W. Sierra Madre Blvd.
Sierra Madre, CA 91024**

WHEREAS, the Conditional Use Permit can be described as:

A request to allow On-Sales Beer and Wine (ABC License type 41) at an existing restaurant (Monsieur Crepe) located at 54 West Sierra Madre Boulevard.

WHEREAS, pursuant to Code Section 17.36.020, uses permitted by conditional use permit to allow general sale of alcoholic beverage at 54 West Sierra Madre Boulevard, Sierra Madre, CA, 91024;

WHEREAS the Applicant has requested license type 41 (On-Sales Beer and Wine) from the Department of Alcoholic Beverage Control;

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

WHEREAS, a public hearing was held before the Planning Commission on April 21st, 2022, with all testimony received being made part of the public record. This public hearing was noticed pursuant to Sierra Madre Municipal Code Section 17.60.100 and through the regular agenda notification process with notice given at least fourteen days prior to the hearing; and

WHEREAS, the project qualifies for a Class 3 Categorical Exemption, pursuant to Section 15303 of the California Environmental Quality Act (CEQA) as it involves the conversion of an existing structure from restaurant without alcohol use to restaurant with alcohol use with no necessary modifications to the interior of the structure.

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

FINDINGS:

1. **That the site for the proposed use is adequate in size, shape, topography and location;** in that the existing 780-square-foot tenant space is currently a bona fide restaurant with approved sidewalk dining permitting an outdoor patio space for patrons; the request to serve alcohol at the location requires no improvement to the tenant space nor to any portion of the building's exterior.
2. **That the site has sufficient access to streets which are adequate, in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;** in that the use of the commercial tenant space is maintained as a bona fide restaurant as required for an ABC license. The street and parking conditions are currently more than sufficient to serve the restaurant and would not be impacted by this request. The request does not include the proposal to expand the number of seats or tables offered to patrons of the restaurant and thus has no impact to traffic generated.
3. **That the proposed use is neither detrimental to the public health, safety and general welfare, nor will unreasonably interfere with the use, possession and enjoyment of surrounding and adjacent properties;** in that the current use of the restaurant will be maintained as the primary function of the business. The Department of Alcoholic Beverage Control regulates the administration, licensing and compliancy with regard to impacts of public health and safety by alcohol consumption. Conditions of approval to this request will require the applicant to ensure that there is no significant physical interference with the use, possession and enjoyment of surrounding and adjacent properties.
4. **That there is a demonstrated need for the use requested;** in that the applicant has stated that the service has been a popular request from customers and that serving alcohol would help the business grow. The business is located along the main commercial corridor of the city and it would provide a pedestrian-generating use at the ground level which is encouraged in the Commercial Zone.
5. **That the proposed use is consistent with the general plan, zoning and any other applicable codes;** in that the subject site has a General Plan Land Use and Zoning designation of C (Commercial) and the request is consistent with the following Objectives and Policies of the City's General Plan:
 - Objective L3: Continuing the existing, and developing new commercial structures and uses.
 - Objective L33: Maintaining a commercial area designed to enhance pedestrian activity, preserve historic patterns of development and foster community values.

Objective L35: Achieving a mix of uses which accomplishes a healthy balance of local services and visitor attraction while maximizing the City's revenues from property and other taxes.

Policy L35.2: Accommodate a diversity of commercial uses intended to meet the needs of local residents.

- 6. That the use at the location requested would benefit the public interest and convenience;** in that the request would be suitable for the downtown commercial core area of the City where other similar uses operating with alcohol services are located as allowed by the Commercial Zone Ordinance.

PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED that the Planning Commission APPROVES Conditional Use Permit 22-01.

PASSED, APPROVED and ADOPTED, the 21st day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

William Pevsner, Chair
Sierra Madre Planning Commission

ATTEST:

Vincent Gonzalez, Director
Planning & Community Preservation Department

EXHIBIT A

CONDITIONS OF APPROVAL Conditional Use Permit 22-01

A. The Applicant shall:

1. Comply with all applicable provisions of the Sierra Madre Municipal Code, including but not limited to those Chapters pertaining to Zoning, Building and Construction, Vehicles and Traffic, and Health and Safety, and including all such provisions which may be contained in Uniform Codes which have been incorporated by reference within the Sierra Madre Municipal Code.
2. Comply with all applicable provisions of Federal, State and Los Angeles County law and regulations, including but not limited to the Alcoholic Beverages Control Act and the California Environmental Quality Act.
3. Construct the project in substantial conformance with all applications and supporting materials submitted in connection with this entitlement.
4. Defend, indemnify and hold harmless the City of Sierra Madre, its officers, employees and agents, against any and all claims, legal actions, losses, damages, expenses, judgments, attorneys' fees or litigation expenses, resulting from or in any way related to the issuance of this approval.
5. Execute and deliver to the City's Planning and Community Preservation Department an Affidavit of Acceptance of Conditions on a form to be provided by such Department; this approval shall not be effective for any purpose until the Applicant complies with this condition.
6. Operate the premises with a valid license from the Department of Alcoholic Beverages Control.
7. Not require cover charges or entry fees.
8. Limit the hours of operation to the following:
 - a. Monday: 7:00 a.m. and 10:00 p.m.
 - b. Tuesday 7:00 a.m. and 10:00 p.m.
 - c. Wednesday 7:00 a.m. and 10:00 p.m.
 - d. Thursday 7:00 a.m. and 10:00 p.m.
 - e. Friday 7:00 a.m. and 10:00 p.m.
 - f. Saturday 7:00 a.m. and 10:00 p.m.
 - g. Sunday 8:00 a.m. and 8:00 p.m.

9. Obtain approval for any changes in the days and hours of operation from the Director of Planning & Community Preservation, or his/her designee.
 10. Restrict consumption of alcohol by the public to the indoor area of the restaurant and designated sidewalk dining spaces. No consumption of alcohol is permitted on the sidewalk except within designated sidewalk dining areas as permitted by the City by an encroachment permit. No consumption of alcohol is permitted in the parking lot except during special events subject to approval of a contiguous (i.e. adjoining space) Day License from the California Department of Alcoholic Beverage Control (ABC), as well as approval of a temporary use permit by the City.
 11. Post signs in the restaurant advising customers that it is unlawful for any person to drink alcohol on the sidewalk, and that consumption of alcohol is only allowed in the parking lot during special events.
 12. Comply with the regulations of Chapter 9.32 (Noise Restrictions) of the Sierra Madre Municipal Code.
 13. Comply with the City of Sierra Madre Refuse Storage regulations, see Section 17.36.130 (Refuse Storage) of the Sierra Madre Municipal Code.
- B. The above conditions are final, unless appealed to the City Council within fourteen (14) days following the adoption of this Resolution, pursuant to the provisions of Section 17.60.120 of the Sierra Madre Municipal Code.
- C. The time in which to seek judicial review of this decision shall be governed by Code of Civil Procedure Section 1094.6. The Planning Commission Secretary shall certify to the adoption of this resolution, transmit copies of the same to the applicant and his counsel, if any, together with a proof of mailing in the form required by law and shall enter a certified copy of this resolution in the book of resolution of the City.
- D. Should the Applicant violate any of the conditions listed above, the City of Sierra Madre may, in its sole discretion, commence a proceeding to consider revocation of this approval, pursuant to Section 17.60.160 of the Sierra Madre Municipal Code, or any other applicable law.
- E. Modification of this Conditional Use Permit shall be processed in accordance with Sierra Madre Municipal Code Section 17.60.180. Application fee may be waived at the sole discretion of the Director if the request for modification is limited to including any additional type(s) of Alcoholic Beverage Control licenses.

(End of conditions)



CITY OF SIERRA MADRE

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

01

MASTER ZONING APPLICATION FORM

Project Address: 54 W. Sierra Madre Blvd, Sierra Madre, CA 91024

APN #: 5767-023-043

Project Description:

This request is for approval of a conditional use permit to obtain a type 41 liquor license for sale of beer and wine for on-site consumption in conjunction with meal service. The location is at an existing restaurant (Monsieur Crepe) at 54 W. Sierra Madre Blvd.

Zoning Designation Commercial General Plan Land Use Commercial

APPLICANT / OWNER INFORMATION

Applicant Name: Catherine Kim

Address: _____

Phone: _____ Email: _____

Contact Person: Catherine Kim

Address: _____

Phone: _____ Email: _____

Property Owner Name: Stephen Perlof

Address: _____

Phone: _____ Email: _____

TYPE OF PLANNING REVIEW AND APPROVALS REQUIRED (Mark clearly the type of approval(s) required):

- | | |
|---|--|
| <input type="checkbox"/> ACCESSORY DWELLING UNIT | <input type="checkbox"/> HISTORIC DESIGNATION (LANDMARK) |
| <input type="checkbox"/> ADMINISTRATIVE DESIGN REVIEW PERMIT | <input type="checkbox"/> LOT LINE ADJUSTMENT |
| <input type="checkbox"/> ADMINISTRATIVE HILLSIDE DEVELOPMENT PERMIT | <input type="checkbox"/> MASTER PLAN |
| <input type="checkbox"/> CERTIFICATE OF APPROPRIATENESS | <input type="checkbox"/> MILLS ACT |
| <input checked="" type="checkbox"/> CONDITIONAL USE PERMIT | <input type="checkbox"/> MINOR CONDITIONAL USE PERMIT |
| <input type="checkbox"/> DESIGN REVIEW PERMIT | <input type="checkbox"/> MINOR MODIFICATION TO WIRELESS |
| <input type="checkbox"/> DISCRETIONARY DEMOLITION PERMIT | <input type="checkbox"/> MINOR VARIANCE |
| <input type="checkbox"/> DISCRETIONARY HOME OCCUPATION PERMIT | <input type="checkbox"/> VARIANCE |
| <input type="checkbox"/> GENERAL PLAN AMENDMENT | <input type="checkbox"/> ZONE CHANGE |
| <input type="checkbox"/> HILLSIDE DEVELOPMENT PERMIT | <input type="checkbox"/> OTHER: _____ |

<u>For Office Use Only</u>			
<u>Potential hazards zone(s)</u>	<u>Fees</u>	<u>CEQA Review</u>	<u>Review Authority</u>
<input type="checkbox"/> Landslide Zone	Application Fee \$ _____	<input type="checkbox"/> Exemption	<input type="checkbox"/> Director
<input type="checkbox"/> Liquefaction Zone	Noticing Fee \$ _____	<input type="checkbox"/> Initial Study	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Fault Zone	Environmental \$ _____	<input type="checkbox"/> EIR	<input type="checkbox"/> City Council
<input type="checkbox"/> Very High Fire Hazard Severity Zone	Total \$ _____		
<input type="checkbox"/> None			

Refund: Applicants will be entitled to refunds of relevant fees only if an application has been submitted and received in error by City Staff. Fees will not be refunded to an applicant who decides not to pursue a project which has been submitted.

APPEAL

If any person is aggrieved by a decision, an appeal may be filed to a higher decision-making body. For further information, please contact the Department of Planning & Community Preservation for the procedure and time constraints.


INDEMNIFICATION

The applicant and each successor in interest to the property which is the subject of this project application, shall defend, indemnify and hold harmless the City of Sierra Madre and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval of the City, City Council, Planning Commission, City Manager, or City Directors concerning this use.

Certification

I certify that I am the duly authorized applicant for this project. Further, I certify that all of the above information is true and correct. (If the undersigned is different from the legal property owner, a letter of authorization must accompany this form.)

I have read and agree to comply with the above stated conditions:

<p>Catherine Kim</p> <hr/> <p>Name of Applicant</p>	 <hr/> <p>Signature</p>
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Please note: the above signature must be notarized.

** See attached Acknowledgment*

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

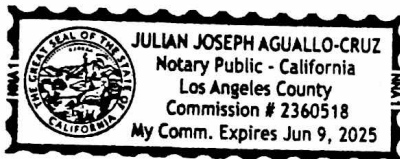
State of California

County of Los Angeles }

On February 1st, 2022 before me, Julian Joseph Aguallo-Cruz, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Catherine Kim
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Master Zoning Application Form

Document Date: N/A Number of Pages: 2

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Project Narrative: Conditional Use Permit (CUP) to allow the property at 54 West Sierra Madre Boulevard to obtain a type 41 liquor license for sale of beer and wine for onsite consumption with meal service.



Background: The subject property at 54 West Sierra Madre Boulevard is an existing 780 square foot store located in a C (Commercial) Zone with a General Plan land use designation of C (Commercial). It is surrounded by other similar commercial zoned properties to the east (Collective Co-op), west (Tropical Nail Spa), and south (Parking lot), and north (Code 3 life support) across Sierra Madre Boulevard.

Discussion: The restaurant, Monsieur Crepe, currently provides food and beverage service without sale of alcoholic beverages. Without changes to the current use and occupancy, this request is to serve beer and wine under a Type 41 liquor license.

According to the Department of Alcoholic beverage control, a Type 41 license “Authorizes the sale of beer and wine for consumption on or off the premises where sold. Distilled spirits may not be on the premises (except brandy, rum, or liqueurs for use solely for cooking purposes). Must operate and maintain the licensed premises as a bona fide eating place. Must maintain suitable kitchen facilities, and must make actual and substantial sales of meals for consumption on the premises. Minors are allowed on the premises.”

The type 41 liquor license will allow Monsieur Crepe to serve beer and wine in conjunction with meal service. Existing facilities, access and parking will remain the same.

Conditional Use Permit Requirement: Pursuant to Code Section 17.36.020.A, the commercial zone ordinance allows for the sale of alcoholic beverages subject to the approval of a conditional use permit.

Conditional Use Permit:

The granting of CUP is subject to the following pursuant to Code Section 17.60.040

1. **That the site for the proposed use is adequate in size, shape, topography, and location;** The current 780 square foot tenancy is currently used as a restaurant including the previously approved sidewalk dining. No changes are proposed to increase the dining area. The current storage area is adequate to store the new offerings.
2. **That the site has sufficient access to streets which are adequate, in width and pavement type, to carry the quantity and quality of traffic generated by the proposed use;** The use of the site shall not change. The addition of the beer and wine sale in conjunction with meal service will not require the alteration of existing streets or access to streets. Adequate public parking exists on the streets adjacent to the building and the public parking lot located south of the building.
3. **That the proposed use is neither detrimental to the public health, safety and general welfare, nor will unreasonably interfere with the use, possession and enjoyment of surrounding and adjacent properties;** The current use as a restaurant will not change. The California Department of Alcoholic Beverage Control license regulations and the Conditional Use Permit limitations will require the applicant to ensure that the public health, safety, general welfare, and the use of adjacent properties are not negatively impacted.
4. **That there is a demonstrated need for the use requested;** The applicant is proposing adding beer and wine sales with meal service at an existing restaurant in a zone that allows for such use. This service is frequently requested by our current customers.
5. **That the proposed use is consistent with the general plan, zoning and other applicable codes;** The proposed use is within the commercial land use designation, and the current business will not intensify the land use aspects of the property. Existing street and block patterns will not be interrupted and the pattern of development in the Downtown will not change due to the proposed request.
6. **That the use at the location requested would benefit the public interest and convenience;** The applicant’s proposal is consistent with the goals and objectives of the city’s general plan and meeting the intent of the Zoning Ordinance’s development standards as prescribed by Chapter 17.36 (Commercial Zone), and there are no significant impacts that would be presented as an inconvenience to the surrounding properties.

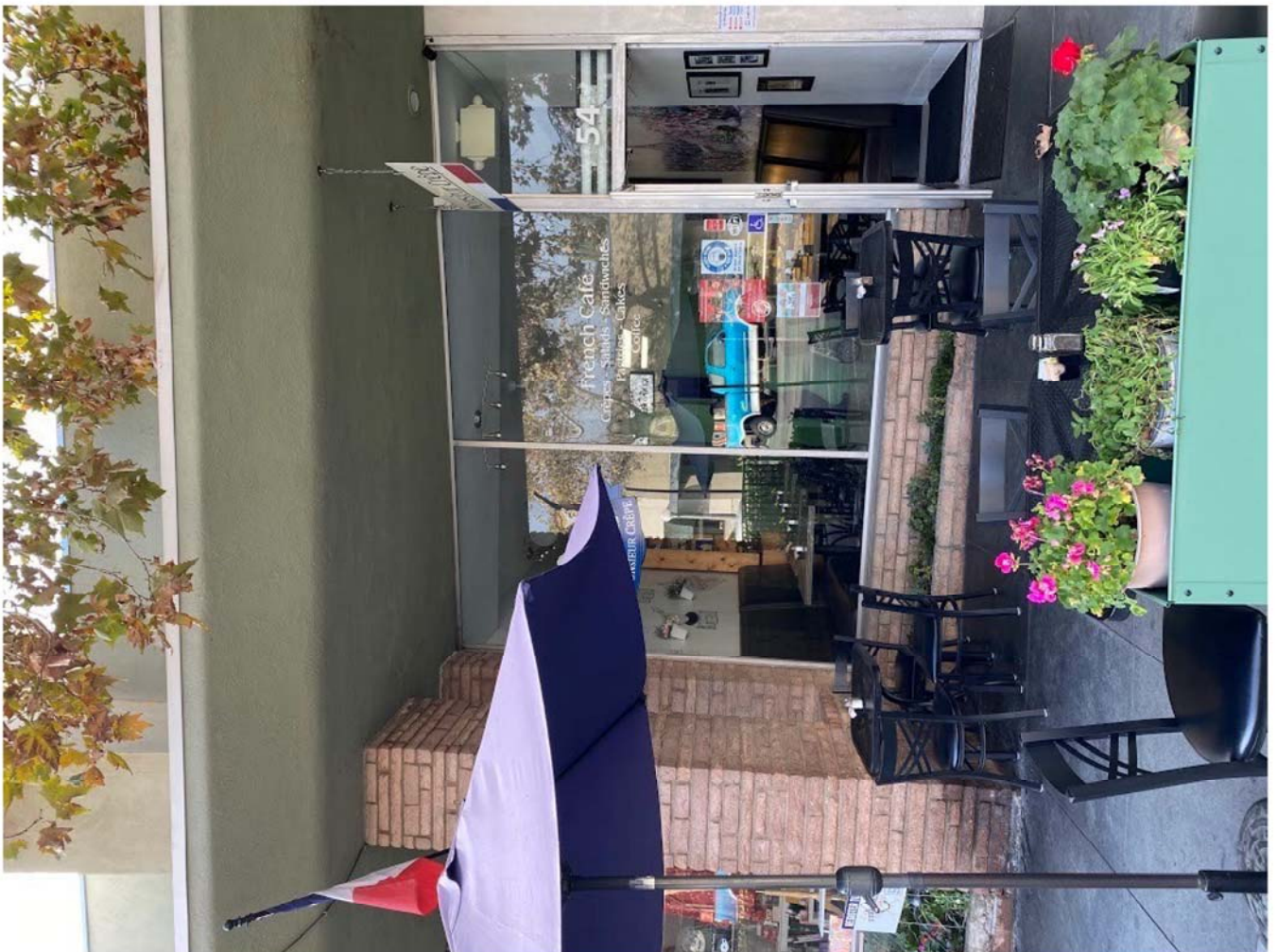
Operations Plan

Proposed Beer and Wine Menu:



Beverages

Stella Artois Beer \$7
Blue Moon Beer \$7
Mimosa \$7
Bellini \$7
Chardonnay \$8
Cabernet Sauvignon \$8



File Attachments for Item:

2. It is recommended that the Planning Commission approve Resolution No. 22-09 approving Conditional Use Permit 22-02, adding to the existing sales floor area for the sales and instructional tasting of beer, wine and distilled spirits.

Pursuant to Sierra Madre Municipal Code Section 17.36.020, sales of alcohol and tobacco, whether for consumption on or offsite and whether alone or in conjunction with other uses (such as a retail store, restaurant or a newly added use) shall require a conditional use permit.



Planning Commission **STAFF REPORT**

*William Pevsner, Chair
Thomas Denison, Vice-Chair
Peggy Dallas, Commissioner
John Hutt, Commissioner
Bob Spears, Commissioner*

*Vincent Gonzalez, Director
Planning & Community Preservation*

TO: Chair Pevsner and Planning Commissioners

FROM: Joshua Wolf, Associate Planner

DATE: April 21, 2022

**SUBJECT: CONDITIONAL USE PERMIT 22-02 (CUP 22-02):
A request to allow for off-sales beer, wine and distilled spirits in addition to instructional tasting (ABC license types 21 & 86) at an existing commercial property (Taylor's Ol' Fashioned Market) located at 14 East Sierra Madre Boulevard**

STAFF RECOMMENDATION

Staff recommends that the Planning Commission approve Resolution No. 22-09 approving Conditional Use Permit 22-02.

ALTERNATIVES

1. Approve Resolution No. 22-09;
2. Approve with modifications Resolution No. 22-09;
3. Deny Resolution No. 22-09; or
4. Continue consideration of Resolution No. 22-09.

SUMMARY

The applicant, Kevin Taylor, is proposing to expand services at Taylor's Ol' Fashioned Market, located at 14 E. Sierra Madre Boulevard, adding to the existing sales floor an area for the sales and instructional tasting of beer and wine. Pursuant to Sierra Madre Municipal Code Section 17.36.020, sales of alcohol and tobacco, whether for consumption on or offsite and whether alone or in conjunction with other uses (such as a retail store, restaurant or a newly added use) shall require a conditional use permit.

BACKGROUND

Taylor's Ol' Fashioned Market is a one-story, 12,623-square-foot commercial building with approximately 50 on-site parking spaces located in the commercial core zone of downtown Sierra Madre with a General Plan Land Use and Zoning designation of C (Commercial); adjacent parcels have General Plan Land Use designation of C (Commercial) and RH (Residential High Density), and Zoning Designation of C (Commercial), R-3 (Residential Medium/High Density) with REO (Residential Entrepreneur Overlay). Taylor's Ol' Fashioned Market is an existing grocery store that has been in business since 1966 serving Sierra Madre at the same location for over 50 years.



PROPOSAL

The applicant, Kevin Taylor, proposes to grow the business by adding to its sales floor an area for beer, wine and distilled spirits to be sold to customers of Taylor's Ol' Fashioned Market. Additionally, instructional tasting of beer, wine and distilled spirits will be offered to customers on-site and facilitated by employees of the business during normal business hours. The proposal does not require major improvements to the tenant space nor does proposal involve significant alterations to the exterior of the building. The request does not affect parking conditions as the project does not involve an expansion of the building footprint.

The applicant is also involved with the Department of Alcoholic Beverage Control (ABC) in effort to gain a Type-20 license that authorizes "the sale of beer and wine for consumption off the premises where sold. Minors are allowed on the premises" and a Type-86 license that authorizes "the tasting of beer, wine and/or distilled spirits at off-sale licensed premises is also required. The quantity and number of tastings that may be offered to consumers is limited. This license can only be held in conjunction with a qualified off-sale license." Since the Type-86 license would be held in conjunction with a Type-20 license, only tasting of beer and wine would be authorized; a Type-21 license is required to authorize both the off-sales and tasting for distilled spirits.

Mr. Kevin Taylor's request to the Planning Commission also involves the possibility of future expansion of the business. As drafted, the resolution allows Off-Sale Beer, Wine

and Distilled Spirits in addition to Instruction Tasting in accordance with Sierra Madre Municipal Code Section 17.36.020(B) in effect to accommodate Mr. Taylor's business plan of beginning steadily with the Off-Sale of Beer and Wine only (sale of beer and wine for off-site consumption). Mr. Taylor has shared with staff the potential to add a small restaurant with patio area with the potential to include distilled spirits into the business model. The ABC Department conducts its own investigation and enforces its own regulation for every license held by a commercial business needing only evidence of approval by the City for the allowed use of alcohol sales. The intent of the Planning Commission Resolution as drafted is to broaden the approval of Off-Sales of alcohol and defer regulation and enforcement related to alcohol consumption to the ABC Department whereby the property owner, tenant and any future successors may utilize the provisional condition to modify the conditional use permit to apply for any additional type(s) of ABC License.

ANALYSIS / FINDINGS

Pursuant to Sierra Madre Municipal Code Section 17.60.040, before any conditional use permit is granted, the application shall show, to the reasonable satisfaction of the reviewing authority, the existence of the following facts:

- A. That the site for the proposed use is adequate in size, shape, topography, and location;** in that the existing 12,623-square-foot commercial building is currently a grocery store; the request to offer and sell alcohol at the location requires no major improvement to the tenant space nor to any portion of the building's exterior.
- B. That the site has sufficient access to streets which are adequate, in width and pavement type, to carry the quantity and quality of traffic generated by the proposed use;** in that the use of the commercial building is maintained as a grocery store adding accessory uses of alcohol sales and consumption. The street and parking conditions are currently more than sufficient to serve the grocery store and would not be impacted by this request. The request does not involve physical expansion of the sales floor area and thus has no impact to traffic generated.
- C. That the proposed use is neither detrimental to the public health, safety and general welfare, nor will unreasonably interfere with the use, possession and enjoyment of surrounding and adjacent properties;** in that the current use of the grocery store will be maintained as the primary function of the business. The Department of Alcoholic Beverage Control regulates the administration, licensing and compliance with regard to impacts of public health and safety by alcohol consumption. Conditions of approval to this request will require the applicant to ensure that there is no significant physical interference with the use, possession and enjoyment of surrounding and adjacent properties.
- D. That there is a demonstrated need for the use requested;** in that selling alcohol would allow the business to operate competitively with similar businesses in the greater

regional area; on-site consumption would create an opportunity to provide a service above and beyond the standard grocery store and facilitate the retention of a long-standing business within the city. The business is located along two main commercial corridors of the city and it would provide a pedestrian-generating use at the ground level which is encouraged in the Commercial Zone.

E. That the proposed use is consistent with the general plan, zoning and other applicable codes; in that the subject site has a General Plan Land Use and Zoning designation of C (Commercial) and the request is consistent with the following Objectives and Policies of the City's General Plan:

Objective L3: Continuing the existing, and developing new commercial structures and uses.

Objective L33: Maintaining a commercial area designed to enhance pedestrian activity, preserve historic patterns of development and foster community values.

Objective L35: Achieving a mix of uses which accomplishes a healthy balance of local services and visitor attraction while maximizing the City's revenues from property and other taxes.

Policy L35.2: Accommodate a diversity of commercial uses intended to meet the needs of local residents.

F. That the use at the location requested would benefit the public convenience and necessity; in that the request would be suitable for the downtown commercial core area of the City where other similar uses operating with alcohol services are located as allowed by the Commercial Zone Ordinance. The subject property has historically been the site of a grocery which sold beer, wine and distilled spirits. The downtown commercial core has historically had higher concentration of businesses selling beer, wine and distilled than it does currently. Granting the request of this Conditional Use Permit would not negatively impact the public convenience and necessity nor would additional concentration of business permitted to sell beer, wine and distilled spirits result in unreasonable impacts to public safety.

CEQA / ENVIRONMENTAL

The proposed project qualifies for a Class 3 Categorical Exemption, pursuant to Section 15303 of the California Environmental Quality Act (CEQA) as it involves the conversion of an existing structure from retail without alcohol use to retail with alcohol use with only minor modifications to the interior of the structure.

PUBLIC NOTICE

This item has been noticed pursuant to Sierra Madre Municipal Code Section 17.60.100 and through the regular agenda notification process. Copies of this report are available on the City's website at www.cityofsierramadre.com.

Attachments:

Attachment A: Planning Commission Resolution No. 22-09
Attachment B: Project Application and materials

PC RESOLUTION 22-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE APPROVING CONDITIONAL USE PERMIT (CUP) 22-02; A REQUEST TO ALLOW FOR OFF-SALES BEER, WINE AND DISTILLED SPIRITS IN ADDITION TO INSTRUCTIONAL TASTING (ABC LICENSE TYPES 21 & 86) AT AN EXISTING COMMERCIAL PROPERTY (TAYLOR'S OL' FASHIONED MARKET) LOCATED AT 14 EAST SIERRA MADRE BOULEVARD

RECITALS

WHEREAS, an application for a conditional use permit was filed by:

**Kevin Taylor,
Taylor's Ol' Fashioned Market
14 E. Sierra Madre Blvd.
Sierra Madre, CA 91024**

WHEREAS, the Conditional Use Permit can be described as:

A request to allow for Off-Sale Beer, Wine and Distilled Spirits in addition to Instructional Tasting (ABC License types 21 & 86) at an existing grocery store (Taylor's Ol' Fashioned Market) located at 14 East Sierra Madre Boulevard;

WHEREAS, pursuant to Sierra Madre Municipal Code Section 17.36.020(B), the sale of alcohol, whether for consumption on or offsite and whether along or in conjunction with other uses requires a conditional use permit in the Commercial Zone;

WHEREAS the Applicant has requested license types 20 (Off-Sale Beer and Wine) and 86 (Instructional Tasting) from the Department of Alcoholic Beverage Control, and that the granting of a Conditional Use Permit allowing for the Off-Sale of Beer, Wine and Distilled Spirits may authorize the Department of Alcoholic Beverage Control to issue either license type 20 or 21;

WHEREAS the Applicant's property is located within the Commercial Zone;

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

WHEREAS a public hearing was held before the Planning Commission on April 21st, 2022, with all testimony received being made part of the public record. This public hearing was noticed pursuant to Sierra Madre Municipal Code Section 17.60.100 and through the regular agenda notification process with notice given at least fourteen days prior to the hearing; and

WHEREAS the project qualifies for a Class 3 Categorical Exemption, pursuant to Section 15303 of the California Environmental Quality Act (CEQA) as it involves the conversion of an existing structure from retail without alcohol use to retail with alcohol use with only minor modifications to the interior of the structure.

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

FINDINGS:

- 1. That the site for the proposed use is adequate in size, shape, topography and location;** in that the existing 12,623-square-foot commercial building is currently a grocery store; the request to offer and sell alcohol at the location requires no major improvement to the tenant space nor to any portion of the building's exterior.
- 2. That the site has sufficient access to streets which are adequate, in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;** in that the use of the commercial building is maintained as a grocery store adding accessory uses of alcohol sales and consumption. The street and parking conditions are currently more than sufficient to serve the grocery store and would not be impacted by this request. The request does not involve physical expansion of the sales floor area and thus has no impact to traffic generated.
- 3. That the proposed use is neither detrimental to the public health, safety and general welfare, nor will unreasonably interfere with the use, possession and enjoyment of surrounding and adjacent properties;** in that the current use of the grocery store will be maintained as the primary function of the business. The Department of Alcoholic Beverage Control regulates the administration, licensing and compliance with regard to impacts of public health and safety by alcohol consumption. Conditions of approval to this request will require the applicant to ensure that there is no significant physical interference with the use, possession and enjoyment of surrounding and adjacent properties.
- 4. That there is a demonstrated need for the use requested;** in that selling alcohol would allow the business to operate competitively with similar businesses in the greater regional area; on-site consumption would create an opportunity to provide a service above and beyond the standard grocery store and facilitate the retention of a long-standing business within the city. The business is located along two main commercial corridors of the city and it would provide a pedestrian-generating use at the ground level which is encouraged in the Commercial Zone.
- 5. That the proposed use is consistent with the general plan, zoning and any**

other applicable codes; in that the subject site has a General Plan Land Use and Zoning designation of C (Commercial) and the request is consistent with the following Objectives and Policies of the City's General Plan:

- Objective L3: Continuing the existing, and developing new commercial structures and uses.
- Objective L33: Maintaining a commercial area designed to enhance pedestrian activity, preserve historic patterns of development and foster community values.
- Objective L35: Achieving a mix of uses which accomplishes a healthy balance of local services and visitor attraction while maximizing the City's revenues from property and other taxes.
- Policy L35.2: Accommodate a diversity of commercial uses intended to meet the needs of local residents.

- 6. That the use at the location requested would benefit the public convenience and necessity;** in that the request would be suitable for the downtown commercial core area of the City where other similar uses operating with alcohol services are located as allowed by the Commercial Zone Ordinance. The subject property has historically been the site of a grocery which sold beer, wine and distilled spirits. The downtown commercial core has historically had higher concentration of businesses selling beer, wine and distilled than it does currently. Granting the request of this Conditional Use Permit would not negatively impact the public convenience and necessity nor would additional concentration of business permitted to sell beer, wine and distilled spirits result in unreasonable impacts to public safety.

PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED that the Planning Commission APPROVES Conditional Use Permit 22-02.

PASSED, APPROVED and ADOPTED, the 21st day of April 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

William Pevsner, Chair
Sierra Madre Planning Commission

Planning Commission Resolution 22-09
April 21, 2022

ATTEST:

Vincent Gonzalez, Director
Planning & Community Preservation Department

EXHIBIT A

CONDITIONS OF APPROVAL Conditional Use Permit 22-02

A. The Applicant shall:

1. Comply with all applicable provisions of the Sierra Madre Municipal Code, including but not limited to those Chapters pertaining to Zoning, Building and Construction, Vehicles and Traffic, and Health and Safety, and including all such provisions which may be contained in Uniform Codes which have been incorporated by reference within the Sierra Madre Municipal Code.
2. Comply with all applicable provisions of Federal, State and Los Angeles County law and regulations, including but not limited to the Alcoholic Beverage Control Act and the California Environmental Quality Act.
3. Construct the project in substantial conformance with all applications and supporting materials submitted in connection with this entitlement.
4. Defend, indemnify and hold harmless the City of Sierra Madre, its officers, employees and agents, against any and all claims, legal actions, losses, damages, expenses, judgments, attorneys' fees or litigation expenses, resulting from or in any way related to the issuance of this approval.
5. Execute and deliver to the City's Planning and Community Preservation Department an Affidavit of Acceptance of Conditions on a form to be provided by such Department; this approval shall not be effective for any purpose until the Applicant complies with this condition.
6. Operate the premises with a valid license from the Department of Alcoholic Beverage Control.
7. Not require cover charges or entry fees.
8. Limit the sale of alcohol for on-site consumption to the following hours:
 - a. Monday 7:00 a.m. to 10:00 p.m.
 - b. Tuesday 7:00 a.m. to 10:00 p.m.
 - c. Wednesday 7:00 a.m. to 10:00 p.m.
 - d. Thursday 7:00 a.m. to 10:00 p.m.
 - e. Friday 7:00 a.m. to 10:00 p.m.
 - f. Saturday 7:00 a.m. to 10:00 p.m.
 - g. Sunday 8:00 a.m. to 8:00 p.m.

9. Obtain approval for any changes in the days and hours of operation from the Director of Planning & Community Preservation, or his/her designee.
 10. Restrict consumption of alcohol by the public to the indoor and covered patio areas of the business. No consumption of alcohol is permitted on the sidewalk. No consumption of alcohol is permitted in the parking lot except during special events subject to approval of a contiguous (i.e. adjoining space) Day License from the California Department of Alcoholic Beverage Control (ABC), as well as approval of a temporary use permit by the City.
 11. Post signs in the business advising customers that it is unlawful for any person to drink alcohol on the sidewalk, and that consumption of alcohol is only allowed in the parking lot during special events as permitted by the City with temporary use permit.
 12. Comply with the regulations of Chapter 9.32 (Noise Restrictions) of the Sierra Madre Municipal Code.
 13. Comply with the City of Sierra Madre Refuse Storage regulations, see Section 17.36.130 (Refuse Storage) of the Sierra Madre Municipal Code.
- B. The above conditions are final, unless appealed to the City Council within fourteen (14) days following the adoption of this Resolution, pursuant to the provisions of Section 17.60.120 of the Sierra Madre Municipal Code.
- C. The time in which to seek judicial review of this decision shall be governed by Code of Civil Procedure Section 1094.6. The Planning Commission Secretary shall certify to the adoption of this resolution, transmit copies of the same to the applicant and his counsel, if any, together with a proof of mailing in the form required by law and shall enter a certified copy of this resolution in the book of resolution of the City.
- D. Should the Applicant violate any of the conditions listed above, the City of Sierra Madre may, in its sole discretion, commence a proceeding to consider revocation of this approval, pursuant to Section 17.60.160 of the Sierra Madre Municipal Code, or any other applicable law.
- E. Modification of this Conditional Use Permit shall be processed in accordance with Sierra Madre Municipal Code Section 17.60.180. Application fee may be waived at the sole discretion of the Director if the request for modification is limited to including any additional type(s) of Alcoholic Beverage Control licenses.

(End of conditions)



CITY OF SIERRA MADRE

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

Case No. CUP 22-02

Project No. 210865

Date Received: 3/1/22

01

MASTER ZONING APPLICATION FORM

Project Address: 14 E. Sierra Madre Blvd., Sierra Madre, CA 91024

APN #: _____

Project Description:

Obtain a Conditional Use Permit (CUP) to sell beer and wine at Taylor's Ol' Fashioned Market. Type 20 - Off-Sale Beer and Wine. Type 86 - Beer and Wine Tasting Onsite.

Zoning Designation _____ General Plan Land Use _____

APPLICANT / OWNER INFORMATION

Applicant Name: Taylor's Ol' Fashioned Market

Address: 14 E. Sierra Madre Blvd., Sierra Madre, CA 91024

Phone: _____

Email: _____

Contact Person: Kevin J. Taylor

Address: _____

Phone: _____

Email: _____

Property Owner Name: Montecito Development Group, LLC

Address: _____

Phone: _____

Email: _____

TYPE OF PLANNING REVIEW AND APPROVALS REQUIRED (Mark clearly the type of approval(s) required):

- | | |
|---|--|
| <input type="checkbox"/> ACCESSORY DWELLING UNIT | <input type="checkbox"/> HISTORIC DESIGNATION (LANDMARK) |
| <input type="checkbox"/> ADMINISTRATIVE DESIGN REVIEW PERMIT | <input type="checkbox"/> LOT LINE ADJUSTMENT |
| <input type="checkbox"/> ADMINISTRATIVE HILLSIDE DEVELOPMENT PERMIT | <input type="checkbox"/> MASTER PLAN |
| <input type="checkbox"/> CERTIFICATE OF APPROPRIATENESS | <input type="checkbox"/> MILLS ACT |
| <input checked="" type="checkbox"/> CONDITIONAL USE PERMIT | <input type="checkbox"/> MINOR CONDITIONAL USE PERMIT |
| <input type="checkbox"/> DESIGN REVIEW PERMIT | <input type="checkbox"/> MINOR MODIFICATION TO WIRELESS |
| <input type="checkbox"/> DISCRETIONARY DEMOLITION PERMIT | <input type="checkbox"/> MINOR VARIANCE |
| <input type="checkbox"/> DISCRETIONARY HOME OCCUPATION PERMIT | <input type="checkbox"/> VARIANCE |
| <input type="checkbox"/> GENERAL PLAN AMENDMENT | <input type="checkbox"/> ZONE CHANGE |
| <input type="checkbox"/> HILLSIDE DEVELOPMENT PERMIT | <input type="checkbox"/> OTHER: _____ |

<u>For Office Use Only</u>			
<u>Potential hazards zone(s)</u>	<u>Fees</u>	<u>CEQA Review</u>	<u>Review Authority</u>
<input type="checkbox"/> Landslide Zone	Application Fee \$ <u>5,404.00</u>	<input checked="" type="checkbox"/> Exemption	<input type="checkbox"/> Director
<input type="checkbox"/> Liquefaction Zone	Noticing Fee \$ <u>725.00</u>	<input type="checkbox"/> Initial Study	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> Fault Zone	Environmental \$ <u>184.00</u>	<input type="checkbox"/> EIR	<input type="checkbox"/> City Council
<input type="checkbox"/> Very High Fire Hazard Severity Zone	Total \$ <u>6,313.00</u>		
<input checked="" type="checkbox"/> None			

Refund: Applicants will be entitled to refunds of relevant fees only if an application has been submitted and received in error by City Staff. Fees will not be refunded to an applicant who decides not to pursue a project which has been submitted.

APPEAL

If any person is aggrieved by a decision, an appeal may be filed to a higher decision-making body. For further information, please contact the Department of Planning & Community Preservation for the procedure and time constraints.

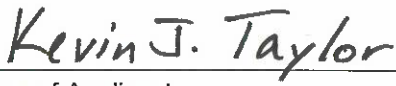
INDEMNIFICATION

The applicant and each successor in interest to the property which is the subject of this project application, shall defend, indemnify and hold harmless the City of Sierra Madre and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul any approval of the City, City Council, Planning Commission, City Manager, or City Directors concerning this use.

Certification

I certify that I am the duly authorized applicant for this project. Further, I certify that all of the above information is true and correct. (If the undersigned is different from the legal property owner, a letter of authorization must accompany this form.)

I have read and agree to comply with the above stated conditions:

 _____ Name of Applicant	 _____ Signature
---	--

Please note: the above signature must be notarized. *(see attached.)*

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

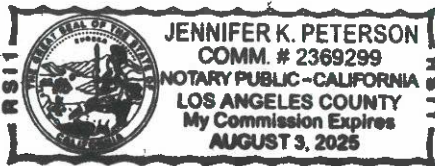
County of Los Angeles

On March 1, 2022 before me, Jennifer K. Peterson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kevin James Taylor

Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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

Jennifer K. Peterson
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

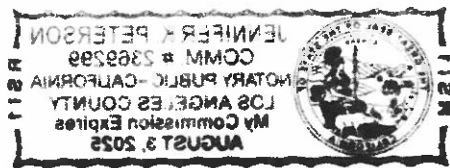
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____





CITY OF SIERRA MADRE

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

02

ENVIRONMENTAL INFORMATION FORM

CEQA: California Environmental Quality Act CATEGORICAL EXEMPTION CLASS 1 (SEC. 15301)

(To be completed by the applicant if required)

Date Filed _____

General Information

1. Name and address of developer or project sponsor: _____
2. Address of project: _____
Assessor's Block and Lot Number: _____
3. Name, address, and telephone number of person to be contacted concerning this project: _____

4. Indicate number of the permit application for the project to which this form pertains: _____
5. List and describe and other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies: _____

6. Existing District _____
7. Proposed use of site (Project for which this form is filed): _____

Project Description

8. Site size
9. Square footage
10. Number of floors of construction
11. Amount of off-street parking provided.
12. Attach plans
13. Proposed scheduling
14. Associated projects
15. Anticipated incremental development
16. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected
17. If commercial, indicate the type, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities

18. If industrial, indicate type, estimated employment per shift, and loading facilities.
19. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.
20. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required.

Are the following items applicable to the project or its effects? Discuss below all items checked yes (attach additional sheets as necessary).

	Yes	No
21. Change in existing features of any bays, tidelands, beaches, or hills, or substantial alteration of ground contours.	<input type="checkbox"/>	<input type="checkbox"/>
22. Change in scenic views or vistas from existing residential areas or public lands or roads.	<input type="checkbox"/>	<input type="checkbox"/>
23. Change in pattern, scale or character of general area of project.	<input type="checkbox"/>	<input type="checkbox"/>
24. Significant amounts of solid waste or litter.	<input type="checkbox"/>	<input type="checkbox"/>
25. Change in dust, ash, smoke, fumes or odors in vicinity.	<input type="checkbox"/>	<input type="checkbox"/>
26. Change in ocean, bay, lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.	<input type="checkbox"/>	<input type="checkbox"/>
27. Substantial change in existing noise or vibration levels in the vicinity.	<input type="checkbox"/>	<input type="checkbox"/>
28. Site on filled land or on slope of 10 percent or more.	<input type="checkbox"/>	<input type="checkbox"/>
29. Use of disposal or potentially hazardous materials, such as toxic substances, flammables or explosives.	<input type="checkbox"/>	<input type="checkbox"/>
30. Substantial change in demand for municipal services (police, fire, water, sewage, etc.).	<input type="checkbox"/>	<input type="checkbox"/>
31. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.).	<input type="checkbox"/>	<input type="checkbox"/>
32. Relationship to a larger project or series of projects.	<input type="checkbox"/>	<input type="checkbox"/>

Environmental Setting

33. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or polaroid photos will be accepted.
34. Describe the surrounding properties, including information on plants and animals and any cultural, historic or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, set-back, rear yard, etc.). Attach photographs of the vicinity. Snapshots or polaroid photos will be accepted.

Certification

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date _____

Signature _____

For _____

Any trees, shrubs, or vegetation to be removed?	<input checked="" type="radio"/> NO	YES	If YES, please describe type and total numbers

<p>Proposed Landscaping includes:</p> <p>(if there is landscaping, describe whether it is new or rehabilitated landscaping, and the area of the landscape in square feet)</p>

Any existing structure(s) to be demolished?	<input checked="" type="radio"/> NO	YES	If YES, please describe structure.

Is the site on the Register of Historic Cultural Landmarks?

☒ NO YES

Will the site be graded?

☒ NO YES

If YES:

Cubic Yards: _____ Cut _____ Fill _____ Import _____ Export _____

Will a retaining wall/property line wall be constructed?

☒ NO YES

If YES:

_____ Height _____ Length _____ Material _____

Page 4 of 4

(For hillside project include all trees with a diameter of 4 inches or more. For all other projects, include all trees with a diameter of 8 inches or more.) Application may not be process if Tree Inventory is not complete or if left blank. If no trees exist on site, indicate "NONE"

[illegible]

¹ Tree number should match number on the site plan. Show tree location on site plan. Include all street trees and trees in public rights-of-way.

² Diameter at breast height (DBH) measured at 4 ½ feet above the point where the trunk meets the ground.



CITY OF SIERRA MADRE

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

03

ENTRY ONTO PRIVATE LAND FORM •

In the performance of their functions, the members of the Planning Commission and the staff of the City of Sierra Madre may enter upon my land located at

14 E. Sierra Madre Blvd., Sierra Madre, CA 91024
Project address

and make examinations provided that the entries and examinations do not interfere with the use of the land by those persons lawfully entitled to the possession thereof.


Signature of Landowner

3/1/22
Date



CITY OF SIERRA MADRE

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

03

OWNER'S AFFIDAVIT

I am the owner of the property located at

14 E. Sierra Madre Blvd, Sierra Madre, CA 91024
Project address

I have read the foregoing application for the planning permits and know the contents thereof and give the City of Sierra Madre permission to process such permit.

I certify under penalty of perjury that the foregoing is true and correct.

[Signature]
Signature

3/1/22
Date

Please Print:

Name

Kevin J. Taylor

Address

Telephone

Please note: the above signature must be notarized.

Taylor's Ol' Fashioned Market
14 E. Sierra Madre Blvd.
Sierra Madre, CA 91024

March 10, 2022

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

Off-Sale Beer & Wine and Instructional Tasting

Dear City of Sierra Madre Planning & Community Preservation:

I am writing a letter regarding the Conditional Use Permit (CUP) application for off-sale beer and wine (Type 20) and instructional tasting (Type 86) at our grocery store.

We have been in business since 1966 and have resided at our current location in Sierra Madre for more than 50 years. In addition to selling prime meats, produce, groceries and deli items we would like to expand our offerings to include Off-Sale Beer & Wine and Instructional Tasting for our valued customers.

We plan to sell select wines and craft beers for off-site consumption. Instructional tastings would be conducted onsite in the tasting area during normal business hours.

Listed below are our hours of operation, security measures, and procedures that we've implemented to ensure that we do not interfere with any of our neighbors or local businesses.

Store Hours of Operation

- Monday through Friday: 10:00AM – 7:00PM
- Saturday: 9:00AM – 6:00PM
- Sunday: Closed

Security Measures

- 24 security cameras located inside and outside of our market that operate 24 hours/day. All videos are captured via hard drive and are reviewable.
- Outdoor security lighting located throughout our property. Dusk to dawn operation.
- "No Trespassing" signs are posted throughout our parking lots.

Deliveries

- Monday through Friday after 7:00AM
- Saturday after 8:00AM

Please contact me if you have any questions.

Sincerely,



Kevin J. Taylor, President
Taylor's Ol' Fashioned Market



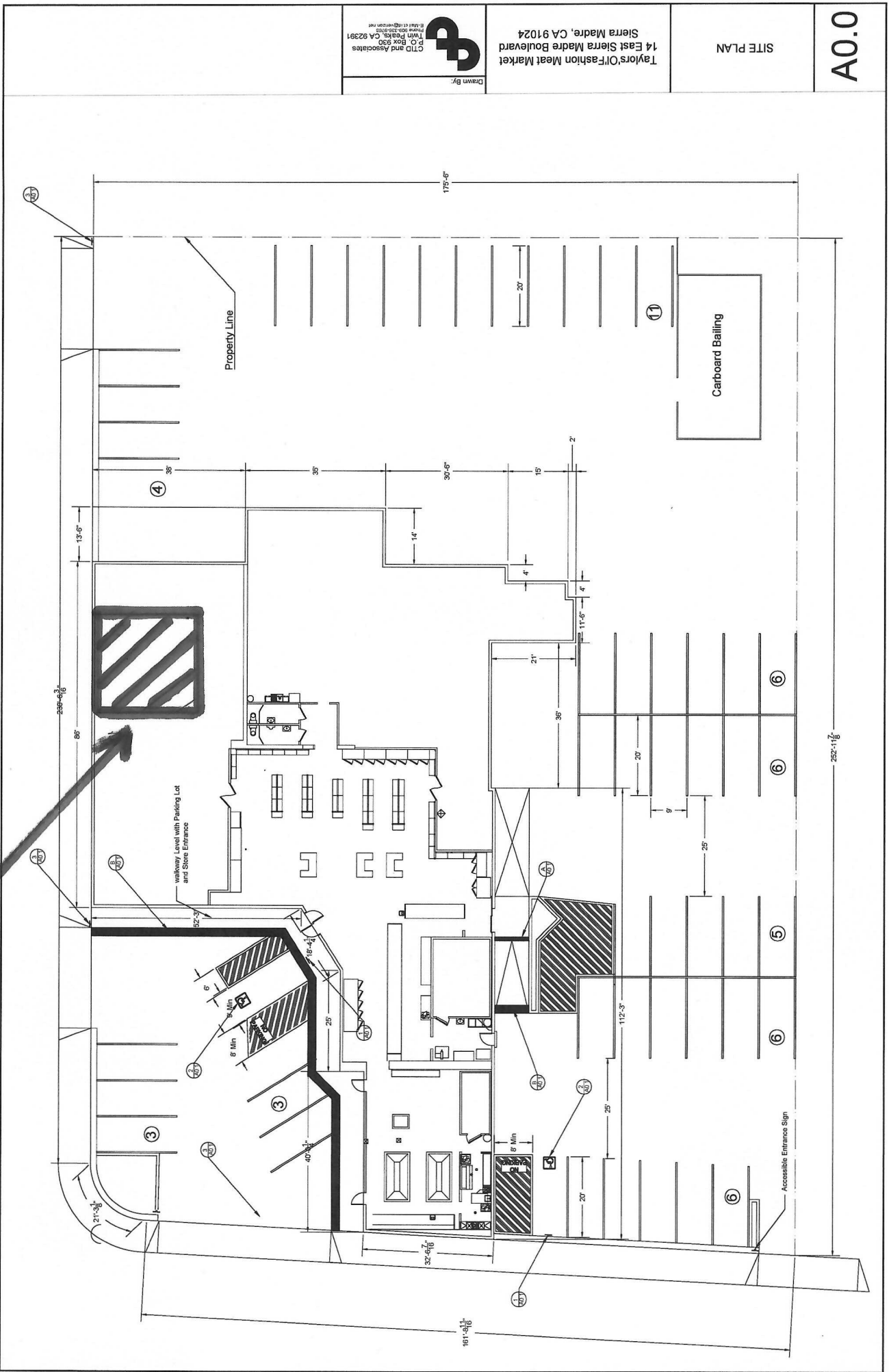






TAYLOR'S O' FASHIONED MARKET
 14 E SIERRA MADRE BLVD
 SIERRA MADRE, CA 91024

BEER and WINE TASTING AREA



Drawn By: 
 CTD and Associates
 1700 Park Ave. Suite 200
 Irvine, CA 92614
 P.O. Box 930
 Irvine, CA 92614
 Tel: 949.453.1234
 Fax: 949.453.1235

Taylor's O' Fashioned Meat Market
 14 East Sierra Madre Boulevard
 Sierra Madre, CA 91024

SITE PLAN

A0.0

File Attachments for Item:

3. It is recommended that the Planning Commission approve Resolution No. 22-04, recommending the City Council adopt an ordinance amending Chapter 17.08 (Definitions) of Title 17 (Zoning), Chapter 17.22 (Second Units) of Title 17 (Zoning) in its entirety, and Chapter 17.28 (R-3 Medium/High Density Residential Zone) of the Sierra Madre Municipal Code to conform to state housing law.



Planning Commission **STAFF REPORT**

*William Pevsner, Chair
Thomas Denison, Vice-Chair
Peggy Dallas, Commissioner
John Hutt, Commissioner
Bob Spears, Commissioner*

*Vincent Gonzalez, Director
Planning & Community Preservation*

TO: Chair Pevsner and Planning Commissioners

FROM: Joshua Wolf, Associate Planner

DATE: April 21, 2022

SUBJECT: **Resolution No. 22-04 recommending the City Council amend Chapter 17.22 (Second Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code to conform to state housing law**

STAFF RECOMMENDATION

Staff recommends that the Planning Commission approve Resolution No. 22-04, recommending the City Council adopt an ordinance amending Chapter 17.08 (Definitions) of Title 17 (Zoning) of the Sierra Madre Municipal Code and Chapter 17.22 (Second Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code in its entirety to conform to state housing law.

ALTERNATIVES

1. Approve Resolution No. 22-04 to recommending to City Council adoption of an Ordinance amending Chapters 17.08 and 17.22 of the Sierra Madre Municipal Code;
2. Approve with modifications Resolution No. 22-04;
3. Deny Resolution No. 22-04; or
4. Continue consideration of Resolution No. 22-04;

BACKGROUND

In December of 2019, staff brought an urgency ordinance before the City Council regarding amendments to the city's Second Unit (also referred to as Accessory Dwelling Unit) Ordinance in response to the state's recently passed Accessory Dwelling Unit (ADU) legislation. Within a few short months of its effectiveness, it was brought to the attention of city staff certain parts of the urgency ordinance and chapter of the municipal code which was inconsistent with the effective state laws. In February of 2020, upon threat of lawsuit,

the City Council voted in consent to suspend enforcement of the ordinance. Staff promptly forwarded the urgency ordinance to the California Department of Housing and Community Development (HCD) for review and comment. Since then, an ADU Handbook was published by HCD providing clarification for drafting ordinances consistent with state law. Furthermore, city staff was able to consult with a member of HCD staff to review the urgency ordinance in detail.

During the years 2020 and 2021, staff received, reviewed and approved 45 applications for ADUs and/or Junior Accessory Dwelling Units (JADUs) in accordance with the requirements of state law. However, staff has heard concern from the community regarding development of ADUs; specifically, in reaction to ADUs which were approved to be located in front of the primary dwelling (but not encroaching into the required front yard) and/or approved to be built at height of 16 feet as measured consistent with the requirement of the governing zone.

On July 13, 2021, City Council discussed amendments to the Second Units Ordinance with regard to financial policy decision, directing staff to incorporate several elements as part of the Second Units Ordinance update and directing the Planning Commission to provide input regarding public facilities fees, an amnesty program and an affordability program. The consensus among the City Council was to find ways to incentivize ADU development, reduce obstacles causing confusion and avoid anything that might disincentivize it. Moreover, there was an overall favorable opinion for an amnesty program and for an affordability program and there was overall agreement against requiring a public facilities fee since it would disincentivize the average homeowner on a financial level.

The Planning Commission last discussed this topic on August 5, 2021, concluding by providing direction to staff to prepare several optional ordinances, one of which including a basic form consistent with state law. While the Planning Commission discussed a program to creating a resource of pre-approved plans at no cost to applicants, staff is recommending this topic be deferred until a state-compliant ADU Ordinance has been adopted and taken effect.

At the regular meeting held on March 17, 2022, the Planning Commission discussed multiple versions of an ordinance that includes (1) a baseline ordinance incorporating all amendments necessary to comply with state law, (2) an addendum to the baseline ordinance which provides certain development criteria which the city may define in addition to miscellaneous regulation, (3) an addendum to the baseline ordinance which provides an objective process for historic preservation and a process for tree preservation, and (4) an addendum to the baseline ordinance which includes the addendums of versions 2 and 3. Upon discussion, the Planning Commission selected version 4 and recommended the following edits:

- Delete and leave silent Building and Design Standards for detached units so as to promote unique designs and allow for differentiation where necessary with relation to historic landmarks.

- Delete language which requires a pitched roof when the primary dwelling does not have a pitched roof.

The Staff Report dated March 17, 2022 regarding the Second Units Ordinance provides a full analysis of all other amendments proposed.

Upon staff's discussion with the City Building Official, it was recommended to amend Section 17.22.030(C)(4) to strike the minimum requirement of 220 square feet and instead defer to the minimum standard of the California Building Code.

Upon review of the R-3 (Medium/High Density Residential Zone) Ordinance, staff found that its Permitted Uses section should be amended to be consistent with the allowed uses afforded by the drafted Accessory Dwelling Units Ordinance as well as state law. The amendments would allow for accessory dwelling units regardless of lot size, delete Tier 1.5 and amend Tier 1 to include lots up to 6,750 square feet in size.

CEQA / ENVIRONMENTAL

Pursuant to Government Code section 65852.21, subdivision (j), and Government Code section 66411.7, subdivision (n), the City Council finds the adoption of this Ordinance is not a project for purposes of the California Environmental Quality Act (CEQA) and is statutorily exempt. Further, this Ordinance is not subject to CEQA because it does not involve exercise of a discretionary power under 14 CCR section 15060, subdivision (c)(1) as the ordinance are being adopted in response to a state mandate.

FISCAL IMPACT

There is no financial impact in the preparation of this report; however, staff time was incurred.

PUBLIC NOTICE

This item has been noticed through the regular agenda notification process. Notice of the hearing was published consistent with the requirements of Government Code Sections 65090, including publication of a summary notice of public hearing in the local adjudicated newspaper. Copies of this report are available on the City's website at www.cityofsierramadre.com.

Attachments:

Attachment A: Planning Commission Resolution No. 22-04
Attachment B: City Council Ordinance No. ____

RESOLUTION NO. 22-04

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF SIERRA MADRE, CALIFORNIA,
RECOMMENDING THE CITY COUNCIL AMEND CHAPTER
17.22 (SECOND UNITS) OF TITLE 17 (ZONING) TO
CONFORM TO STATE HOUSING LAW**

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

WHEREAS, on November 9, 2021, the City Council adopted the 2021-2029
Housing Element;

WHEREAS, a housing program objective of the 2021-2029 Housing Element is to
update the Second Units Ordinance, also referred to as “Accessory Dwelling Units” or
“ADU,” to incorporate incentives and expand to Commercial and Manufacture zone
districts and to initiate amnesty program;

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, on October 9, 2019, Governor Gavin Newsom signed into law Senate
Bill (SB) 13 and Assembly Bills (AB) 68 and 881, affecting Government Code Sections
65582.1, 65583.1, 65589.4, 65852.150, 65852.2, 65852.22, and 66412.2, introducing
new development standards including allowable floor area, garage conversion
requirements, setback provisions, rental restrictions, fire sprinkler requirements, and
utility connections;

WHEREAS, the City desires to establish objective zoning, and design standards
to promote the development of housing under SB 13, AB 68 and AB 881; and

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

WHEREAS, notice was duly given of the public hearing on the matter, which public
hearing was held before the Planning Commission on April 21, 2022, with all testimony
received being made part of the public record;

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

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

SECTION 2. Municipal Code Text Amendment. Chapter 17.08 (Definitions) of Title 17 (Zoning) of the Sierra Madre Municipal Code is recommended to be amended consistent with the proposed City Council ordinance included in the accompanying agenda report as Exhibit 1.

SECTION 3. Municipal Code Text Amendment. Chapter 17.22 (Second Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code is recommended to be retitled to “Accessory Dwelling Units” and amended in its entirety consistent with the proposed City Council ordinance included in the accompanying agenda report as Exhibit 2.

SECTION 4. Municipal Code Text Amendment. Section 17.28.050 (Permitted Uses) of Chapter 17.28 (R-3 Medium/High Density Residential Zone) of Title 17 (Zoning) of the Sierra Madre Municipal Code is amended consistent with the proposed City Council ordinance included in the accompanying agenda report as Exhibit 3.

SECTION 5. California Environmental Quality Act. Pursuant to Government Code section 65852.21, subdivision (j), and Government Code section 66411.7, subdivision (n), the City Council finds the adoption of this Ordinance is not a project for purposes of the California Environmental Quality Act (CEQA) and is statutorily exempt. Further, this Ordinance is not subject to CEQA because it does not involve exercise of a discretionary power under 14 CCR section 15060, subdivision (c)(1) as the ordinance are being adopted in response to a state mandate.

SECTION 6. 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 Planning Commission 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 7. Effective Date. This Resolution shall take effect immediately upon adoption.

SECTION 8. Certification. The Director of Planning and Community Preservation shall attest to the passage and adoption of this Resolution by the Planning Commission and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this 21st day of April, 2022.

William Pevsner, Chair

I HEREBY CERTIFY the foregoing Resolution was duly adopted by the Planning Commission of the City of Sierra Madre, California, at a regular meeting held on the 7th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Vincent Gonzalez, Director
Planning & Community Preservation Department

ORDINANCE NO. [REDACTED]

**AN ORDINANCE OF THE CITY OF SIERRA MADRE,
CALIFORNIA AMENDING CHAPTER 17.08 (DEFINITIONS) AND
CHAPTER 17.22 (SECOND UNITS) TO TITLE 17 (ZONING) AND
OF THE SIERRA MADRE MUNICIPAL CODE**

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

WHEREAS, on November 9, 2021, the City Council adopted the 2021-2029 Housing Element;

WHEREAS, a housing program objective of the 2021-2029 Housing Element is to update the Second Units Ordinance, also referred to as “Accessory Dwelling Units” or “ADU,” to incorporate incentives and expand to Commercial and Manufacture zone districts and to initiate amnesty program;

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, on October 9, 2019, Governor Gavin Newsom signed into law Senate Bill (SB) 13 and Assembly Bills (AB) 68 and 881, affecting Government Code Sections 65582.1, 65583.1, 65589.4, 65852.150, 65852.2, 65852.22, and 66412.2, introducing new development standards including allowable floor area, garage conversion requirements, setback provisions, rental restrictions, fire sprinkler requirements, and utility connections;

WHEREAS, the City desires to establish objective zoning and design standards to promote the development of housing under SB 13, AB 68 and AB 881; and

WHEREAS, the Planning Commission held a properly noticed public hearing on April 7, 2022 and adopted Resolution 22-04 recommending approval of this Ordinance to the City Council.

THEREFORE, 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 this reference.

SECTION 2. Municipal Code Text Amendment. Chapter 17.08 (Definitions) of Title 17 (Zoning) of the Sierra Madre Municipal Code is amended consistent with Exhibit 1, included as an attachment to this Ordinance.

SECTION 3. Municipal Code Text Amendment. Chapter 17.22 (Second Units) of Title 17 (Zoning) of the Sierra Madre Municipal Code is to be retitled to “Accessory Dwelling Units” and amended consistent with Exhibit 2, included as an attachment to this Ordinance.

SECTION 4. Municipal Code Text Amendment. Section 17.28.050 (Permitted Uses) of Chapter 17.28 (R-3 Medium/High Density Residential Zone) of Title 17 (Zoning) of the Sierra Madre Municipal Code is amended consistent with Exhibit 3, included as an attachment to this Ordinance.

SECTION 5. California Environmental Quality Act. Pursuant to Government Code section 65852.21, subdivision (j), and Government Code section 66411.7, subdivision (n), the City Council finds the adoption of this Ordinance is not a project for purposes of the California Environmental Quality Act (CEQA) and is statutorily exempt.

SECTION 6. 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 7. Submittal. The City Clerk is directed to submit a copy of this Ordinance to the Department of Housing and Community Development within 60 days after adoption in accordance with Government Code section 65852.2, subdivision (h)(1).

SECTION 8. Publication. The City Clerk shall cause this Ordinance to be published or posted in accordance with California Government Code Section 36933. She shall certify to the adoption of this Ordinance and her certification, together with proof of the publication, will be entered in the book of Ordinances of the City Council.

SECTION 9. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code Section 36937.

PASSED, APPROVED AND ADOPTED this [REDACTED] day of [REDACTED], 2022.

Gene Goss, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Aguilar, City Clerk

Aleks R. Giragosian, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was duly adopted by the City Council of the City of Sierra Madre, California, at a regular meeting held on the [REDACTED] day of [REDACTED] 2022

by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

EXHIBIT 1

Chapter 17.08 - DEFINITIONS

Sec. 17.08.010 - Definitions—Generally.

For the purpose of this title, the words, phrases and terms set forth in this chapter shall be deemed to have the meaning ascribed to them in this chapter.

Sec. 17.08.020 - Words, terms, phrases defined.

"Abut, adjoining or contiguous" means, in reference to real property, two or more lots sharing a common lot line; with reference to two or more objects, the same shall mean in immediate contact with each other.

"Access" means the place, or way, by which pedestrians and/or vehicles shall have safe, adequate and usable ingress and egress to a lot, from a public or private street or alley.

"Accessory" means a building, part of a building or structure or use which is subordinate to, and the use of which is incidental to, that of the main building, structure or use on the same lot. Where the wall of an accessory building has a common wall or a portion of a common wall not less than four feet in length, such accessory building shall be considered as part of the main building.

"Accessory dwelling units" also known as a "second unit," means 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.

"Accessory use" means a use which is directly related, but clearly subordinate, to a permitted principal use. All accessory uses shall be established and maintained on the same lot as the principal use which they serve, except as expressly otherwise provided herein.

"Adjacent" means two or more objects which are located in close proximity to each other.

"Adult residential facility" is a state licensed residential home for adults eighteen through fifty-nine years of age with mental health care needs who have physical and/or developmental disabilities and require or prefer assistance with care and supervision. An adult residential facility is a subset of a community care facility.

"Adult residential facility for persons with special health care needs" is a state licensed residential home that provides twenty-four-hour services for up to five adults with developmental disabilities who have special health care and intensive support needs and who would otherwise need to reside in an institution. An adult residential facility with special health care needs is a subset of a residential health care facilities (chronically ill).

"Alley" means a public or private way designated as an alley by the city, other than a street, permanently reserved as a means of secondary vehicular access to adjoining properties.

"Apartment" means the same as "dwelling unit."

"Apartment house" means a building containing three or more dwelling units.

"Assessed value" means the then assessed value of the land, building or structure, as is shown on the current assessment role in effect as of the time of the making of the determination of such assessed value.

"Assessor" means the tax assessor of the county of Los Angeles.

"Assisted living facility" means the same as "residential care facility for the elderly."

"Automobile repair and service garage" means a facility which provides for the repair and maintenance of motor vehicles; provided, that such facility shall not be deemed to include painting of motor vehicles, nor body and fender repair.

"Automobile wrecking" means the dismantling or wrecking of one or more used motor vehicles or trailers, or the storage, sale or dumping of dismantled or wrecked vehicles or their parts.

"Barber shop" means a place of business for a barber, whose occupation is to cut any type of hair, give shaves and trim beards.

"Basement" is any floor level below the first story in a building, except that a floor level in a building having only one floor level shall be classified as a basement unless such floor level qualifies as a first story as defined herein.

"Beauty shop" means establishments where hairdressing, and services incidental to hairdressing are done, including the sale of beauty supplies and cosmetics.

"Bedroom" R-2 zone. For the purpose of calculating parking requirements in the R-2 zone, the following rooms which regularly make up a standard dwelling unit shall not be considered a bedroom: one kitchen, one living room, one family or recreation room, one dining room, and bathrooms.

"Bedroom" R-3 and R-P zones. For the purpose of calculating parking requirements, the following rooms which regularly make up a standard dwelling unit shall not be considered a bedroom: one kitchen, one living room, one dining room, and bathrooms. Single-family residences located in the R-3 and R-P zones shall be subject to the bedroom definition in the R-1 zone.

"Block" means all properties fronting upon one side of a street between intersecting and intercepting streets, or between a street and a railroad right-of-way, water way, terminus or dead-end street, or city boundary. An intercepting street shall determine only the boundary of the block on the side of the street which it intercepts.

"Boarding house" means a residence or dwelling, other than a hotel, wherein three or more rooms, with or without individual or group cooking facilities, are rented to individuals under separate rental agreement or lease, either written or oral, whether or

not an owner, agent, or rental manager is in residence. Such use is prohibited in all zones excluding licensed group living facilities or similar uses.

"Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of persons or property of any kind.

Building, Accessory. "Accessory building" means a separate, detached building, housing a permitted accessory use, located on the same lot as the main building or principal use.

Building Height. See "Height."

Building, Main. "Main building" means a building in which is conducted one or more principal uses permitted on the lot upon which it is situated.

"Building site" means: (1) the ground area of one lot or (2) the ground area of two or more lots when used in combination for a building or group of buildings, together with all open spaces, as required by this chapter.

"Business day" means a day on which city offices are open for regular business.

"Canopy" means any structure, temporary or permanent, constructed of canvas or other cloth or material on a framework sheltering an area, or forming a sheltered walk to the entrance of a building.

"Carport" means a permanently roofed structure with not more than two enclosed sides, used or intended to be used for automobile shelter and storage.

"Cellar" means the same as "basement."

"Centerline" means the centerline, as determined by the city engineer, of any street, highway or alley.

"Child care center" means a facility with an organized daytime program for the supervision and care of children who are not related to the person operating such facility and where the operator is not required to live on the property.

"Children's day care center" (emotionally disturbed) means a state licensed institution of no more than six beds intended solely for the admission and treatment of minors with mental illness or behavior or emotional disorders. A children's day care center is a subset of a community care facility.

"City" means the city of Sierra Madre.

"City manager" means the city manager of the city.

"Clerk" means the city clerk of the city.

Club, Private. "Private club" means any building or premises used by an association of persons, whether incorporated or unincorporated, organized for some common purpose, but not including a group organized primarily to render a service customarily carried on as a commercial enterprise.

"Code" means the Sierra Madre Municipal Code.

"Commission" means the planning commission of the city.

"Communications equipment buildings" mean buildings housing operating electrical and mechanical equipment utilized in conducting a public utility communications operation.

"Community care facilities" are licensed by the community care licensing division of the state department of social services or similar state programs that provide non-medical residential care to children or adults who are physically disabled and/or mentally impaired who are in need of personal services, supervision, and/or assistance essential for self-protection or sustaining the activities of daily living. Community care facilities are comprised of adult residential facility, children's day center (emotionally disturbed), group home, and residential school (developmentally disabled).

"Condominium" means the same as "dwelling, multiple."

"Continuing care retirement community" is a state licensed "residential care facility for the elderly" that offers a long-term continuing care contract that provides for housing, residential services, and nursing care, usually in one location, and usually for resident's lifetime. Continuing care retirement community is a subset of a residential care facility for the elderly.

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

"Council" means the city council of the city.

"Court" means an area which is open and unoccupied by any building or structure, bounded on three or more sides by the exterior walls of a building. An inner court is a court entirely enclosed within the exterior walls of a building. All other courts are outer courts.

"Dairy" means any premises where one or more cows or goats, or any combination thereof, are kept or maintained for the purpose of producing milk.

"Detached living quarters" mean the same as "Guest house."

"Director" means director of planning for the city.

"Drive-in restaurant" means a restaurant use which:

1. Has facilities to allow patrons to consume prepared food at an area outside of an enclosed building; and/or
2. Has facilities which would allow the service of prepared foods directly to a patron while that patron is in a motor vehicle, whether or not for consumption on the premises.

"Disabled" as defined in state or federal law.

"Drug and alcohol recovery and rehabilitation facilities" are unlicensed homes, residences, facilities, or premises which provide housing and supportive services for persons recovering from drug and alcohol abuse in a group setting, but do not provide professional medical, psychiatric, psychological, or nursing care for the purpose of

curing persons of drug or alcohol addiction. A residential drug and alcohol rehabilitation facility is a type of "sober living home."

"Drug and alcohol treatment facilities" are licensed by the state department of drug and alcohol programs or similar state programs serving six or fewer persons that provide twenty-four-hour residential non-medical services to adults who are recovering from problems related to alcohol and/or drugs and need treatment or detoxification services. Individuals in recovery from drug and alcohol addiction are defined as disabled under the Federal Fair Housing Act.

Dump, Inert Solids. "Inert solids dump" means an area devoted to the disposal of nonwater soluble, nondecomposable inert solids such as natural earth, rock, sand and gravel; paving fragments; concrete brick; plaster and plaster products; steel mill slag; glass; asbestos fiber and products therefrom.

Dump, Rubbish and Refuse. "Rubbish and refuse dump" means an area devoted to the disposal of inert solid and/or decomposable organic refuse and scrap metal.

"Duplex" means the same as "Dwelling, two-family."

Dwelling, Single-family. "Single-family dwelling" means a detached building designed or used for occupancy, as living quarters, by one person or one family. "Single-family dwelling" shall also include a manufactured home or a modular home as a type of dwelling unit.

Dwelling, Three-family. "Three-family dwelling" means a building designed or used for occupancy, as living quarters, by three separate families or persons and containing three dwelling units.

Dwelling, Two-family. "Two-family dwelling" means a building designed or used for occupancy, as living quarters, by two separate families or persons and containing two dwelling units.

"Dwelling unit" means one or more rooms in a building designed and intended to be used as living quarters by one person or one family.

"Educational institution" means any public, private or parochial; elementary, junior high, high school, university, or other school giving general academic instruction in the several branches of learning.

"Efficiency kitchen" means a cooking facility and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

"Emergency shelter" means any building used by a nonprofit organization to provide emergency housing and meals on a temporary basis (six months or less) to stranded, evicted, transient, or otherwise dislocated and homeless persons until a satisfactory solution to their immediate problem is found.

"Engineer" means the city engineer of the city.

"Explosives" mean any explosive substance, as defined in Section 12000 of the Health and Safety Code of the state of California.

"Facilities for preparole adjustment/rehabilitation" mean any building where a program is conducted to prepare prisoners for return to the community in which they live and assist them in developing emotionally stable and economically productive lives.

"Family" means the same as "housekeeping unit".

"Family daycare home" is a licensed facility that regularly provides care, protection, and supervision for fourteen or fewer children, for periods of less than 24 hours per day, while the parents or guardians are away. A family daycare home includes a detached single-family dwelling, a townhouse, a dwelling unit within a dwelling, or a dwelling within a covered multifamily dwelling in which the underlying zoning allows for residential use. A family daycare home is where the licensee resides, and includes a dwelling or dwelling unit that is rented, leased, or owned. Family daycare homes are comprised of a small family daycare home, under Health and Safety Code section 1597.44, and a large family daycare home, under Health and Safety Code section 1597.465.

"Fence" means a fence made of material other than concrete block or masonry.

"First story" means the lowest story in a building which qualifies as a story, as defined herein, except that a floor level in a building having only one floor level shall be classified as a first story, provided such floor level is not more than four feet below preexisting natural grade, as defined herein, for more than fifty percent of the total perimeter, or not more than eight feet below grade, as defined herein, at any point.

"Floor area" means the sum of the horizontal areas of floors of buildings measured from the exterior face of exterior walls.

Floor Area Net. "Net floor area" means the total horizontal floor area of all the floors of a building included within the surrounding walls, exclusive of vents, shafts, courts, elevators, stairways and similar facilities.

"Fraternity" means the same as "Club, Private."

Frontage, Street. "Street frontage" means the length of a lot line of a lot which abuts a street.

"Garage" means any building, with three enclosed sides, provided with a closeable access door or doors, which is used or intended to be used for automobile shelter or storage.

Gender. When consistent with context, words in the masculine gender include the feminine and neuter genders.

Grade. Whenever the term "grade" is used alone, it shall refer to the most restrictive condition.

"Grade, finished" means the final grade of the site which conforms to the approved plan.

"Grade, natural" means prior to deposit of earth material placed by artificial means and/or prior to the mechanical removal of earth material.

"Grade, preexisting" means an established grade that exists on a site for which a legal grading or building permit was in effect for ten years prior to a request for a building, demolition or grading permit.

"Gradient" means the rate of vertical change of a ground surface expressed as a percentage figure and determined by dividing the vertical distance by the horizontal distance.

"Group home" means a state licensed facility that provides twenty-four-hour non-medical care and supervision in a structured environment to troubled youths who exhibit social, psychological, and behavioral problems and is a subset of a community care facility.

"Guest house" means living quarters located within an accessory building, designed and utilized for the sole use of persons employed on the lot, or for temporary use by guests of the occupants of the dwelling located upon such lot. Guest houses shall have no kitchen facilities and shall not be rented or otherwise used as a separate dwelling unit.

"Group living facilities" means any home, residence, facility, or premises which provides temporary, interim, or permanent housing for persons with mental, physical and/or developmental disabilities (as defined in state or federal law) in a group setting.

"Height" of building is the vertical distance above a reference datum measured to the highest point of the roof structure. The reference datum shall be selected by either of the following, whichever yields a greater height of building:

1. The lowest elevation of adjoining finished grade within a five-foot horizontal distance of the exterior wall of the building;
2. The lowest elevation of adjoining preexisting natural grade within a five-foot horizontal distance of the exterior wall of the building.

The height of a stepped or terraced building is the maximum height of any segment of the building.

"Highway" means the same as "Street."

"Home occupations" mean any ongoing or repetitive business or professional use, activity or utilization of residentially zoned and improved property, by the inhabitants of said property, which is incidental and accessory to the primary residential use and does not generate an adverse impact to the surrounding neighborhood, pursuant to the provisions of Chapter 17.85 of this title.

"Hospital, general" means an institution staffed and equipped to provide the various types of intensified hospital care, including, but not limited to, short-term care in acute medical, surgical and obstetrical services.

"Hotel" means any building or portion of any building with access provided through a common entrance, lobby or hallway, to one or more guest rooms, which have no cooking facilities and which are designed and intended to be used or are used, rented or hired out as temporary or overnight accommodations for guests.

"Household pets" mean, and are limited to, the following pets, maintained principally within a dwelling unit:

1. Domesticated cats;
2. Domesticated dogs;
3. Fish, without limit on number; and
4. Any bird which is:
 - a. Customarily kept in residence with man; and
 - b. Kept, at all times, within a dwelling unit; specifically, "bird" shall not include, among others, for the purpose of these regulations, chickens, hens, roosters, geese or ducks.

"Housekeeping unit" means a single, integrated home-style of living together and sharing of space in a nonexclusive, noncompartmentalized lifestyle with one kitchen, one set of utilities, and one mailing address and with one front door for all persons residing at that location.

"Junior accessory dwelling unit" means a unit that is contained entirely within the walls of a proposed or existing single-family residence which provides living facilities for one or more persons. Junior accessory dwelling units are limited to one per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

"Kennel" means a place where four or more adult dogs and/or cats are kept, whether by the owner of such dogs and cats or by other persons, providing facilities and care, whether or not for compensation. An "adult" dog or cat, for the purpose of these regulations, is one that has reached the age of four months.

"Kitchen" means any room or space within a building designed and intended to be used for the cooking or the preparation of food.

"Landscaping" means the planting and maintenance of natural and/or artificial trees, shrubs, vines, ground covers, flowers and lawns. In addition, the same may include natural features such as rock and stone; and structural features, including but not limited to, fountains, reflecting pools, art works, screens, walls, fences and benches; "landscaped area" means an area upon which landscaping is required by these regulations to be continuously maintained.

"Livestock" means a use involving the grazing, care and maintenance of cattle and/or horses for commercial or noncommercial purposes.

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

"Long-term care facility (mental disorders)" means a state licensed facility of seven-patient capacity or more intended primarily for the admission of chronic mentally ill or mentally disordered or other incompetent persons who are provided medical care, nursing services and intensive supervision.

A long-term care facility (mental disorders) is a subset of residential health care facilities (chronically ill).

"Lot" or "parcel of land" means:

1. A parcel of real property which is shown as a single lot in a lawfully recorded subdivision, approved pursuant to the provisions of the Subdivision Map Act; or
2. A parcel of real property, the dimensions and boundaries of which are defined as a single lot by a lawfully recorded record of survey map; or
3. A parcel of real property shown on a parcel map as a single lot, lawfully recorded pursuant to the provisions of the Subdivision Map Act; or
4. Any parcel of real property otherwise lawfully created and dimensioned prior to October 1, 1955; or
5. Two or more lots which are combined by an appropriate recorded written instrument, or two or more lots which are combined by a common usage, shall be deemed, for all purposes, a single lot.

"Lot area" means the total horizontal area within the boundary lines of a lot or parcel; provided, however, that the following shall be excluded from the computation thereof:

1. Any portion of said lot or parcel which serves as an access easement to any other lot or building site; or
2. Any portion of said lot or parcel which serves as an improved surface flood control project under the jurisdiction of any public agency.

For the purpose of determining area in the case of an irregular, triangular or gore-shaped lot, a line ten feet in length within the lot and farthest removed from the front lot line and at right angles to the line representing the lot depth of such lot shall be used as the rear lot line.

Lot Area, Interior. "Interior lot area" means the total lot area minus: (1) the sum of the ground floor area of all buildings located thereon, and (2) any area used for perimeter landscaping.

Lot, Corner. "Corner lot" means a lot situated at the intersection of two or more streets, which streets have an angle of intersection of not more than one hundred thirty-five degrees.

"Lot depth" means the horizontal length of a straight line drawn from the midpoint of the front lot line and at right angles to such line connecting with a line intersecting the midpoint of the rear lot line and parallel to the front lot line. In the case of a lot having a curved front line, the front lot line, for purposes of this section, shall be deemed to be a line tangent to the curve and parallel to a straight line connecting the points of intersection of the side lot lines of the lot with the front lot line.

Lot, Interior. "Interior lot" means a lot, other than a corner or reversed corner, or through lot.

Lot, Key. "Key lot" means a lot which has a side lot line which is a common lot line with the rear lot line of a reversed corner lot.

Lot Line, Rear. "Rear lot line" means a lot line which is opposite and most distant from the front lot line. For the purpose of establishing the rear lot line of a triangular or trapezoidal lot, or of a lot the rear line of which is formed by two or more lines, the following shall apply:

1. For a triangular or gore-shaped lot a line ten feet in length within the lot and farthest removed from the front lot line and at right angles to the lot depth line shall be used as the rear lot line; and
2. In the case of a trapezoidal lot, the rear line of which is not parallel to the front lot line, the rear lot line shall be deemed to be a line at right angles to the lot depth line and drawn through a point bisecting the recorded rear lot line; and
3. In the case of a pentagonal lot the rear boundary of which includes an angle formed by two lines, such angle shall be employed for determining the rear lot line in the same manner as prescribed for a triangular lot.

In no case shall the application of the above be interpreted as permitting a main building to locate closer than five feet to any property line.

Lot Line, Side. "Side lot line" means any lot line which is not a front or rear lot line.

Lot, Reversed Corner. "Reversed corner lot" means a corner lot, the side lot line of which is substantially a continuation of the front line of a lot which adjoins the rear lot line of said corner lot.

Lot, Through. "Through lot" means a lot having frontage on two approximately parallel streets.

"Lot width" means the horizontal distance between the side lot lines measured at right angles to the lot depth line at a point midway between the front and rear lot lines.

Average width shall be the average of the length of line drawn parallel to the "lot width line" extending toward the front and rear lot lines at ten-foot intervals, but excluding from such determination any prolonged portions of the lot used exclusively for access to a public street or for a driveway.

In computing lot width or average width, the following shall be excluded:

1. Any portion of said width which serves as an access easement to any other lot or building site; and
2. Any portion of said width which serves as an improved surface flood control project under the jurisdiction of any public agency.

"Map" means the zoning map of the city.

"Manufactured home" means the same as "modular home."

"Manufacturing" means the creation of a product from raw materials.

"May" is permissive.

"Medical and/or dental clinic" means any facility providing health service, or medical, surgical or dental care of the sick or injured, but shall not include inpatient or overnight

accommodations. "Medical clinic" includes health center, health clinic, doctors' and dentists' offices.

"Mobilehome" means a mobilehome defined as such in the Mobilehome Park Law (Health and Safety Code, Section 18000 et seq.).

"Mobilehome park" means any lot where mobilehomes and/or sites are rented or leased or offered for rent or lease.

"Mobilehome site" means that portion of a mobilehome park designated for use or occupancy of one mobilehome and including all appurtenant facilities thereon.

"Modular home" means factory constructed, single-family one-story detached dwellings, certified under the National Manufactured Housing Construction and Safety Standards Act of 1974, with approved sticker attached, and placed on full, approved foundation systems and permanently anchored thereto.

"Motel" means one or more buildings containing rooms, without kitchen facilities, each having a separate entrance leading directly from the outside of the buildings or from an inner court, which rooms are designed for rental for temporary or overnight accommodations for guests, and are offered primarily to automobile tourists or transients by signs or other advertising media; one unit, for use by a resident manager, may have kitchen facilities. "Motel" includes auto courts, motor lodges and tourist courts.

Nonconforming Building, Structure or Use.

"Nonconforming building or structure" means a building or structure, or portion thereof, which was lawfully altered or constructed in accordance with the then existing zoning regulations of the city, but which did not comply with subsequently adopted zoning regulations, or which does not conform to these regulations.

"Nonconforming use" means the utilization of any lot, building, buildings or structures, or any combination thereof, which use, when established, conformed to the then existing zoning regulations, but which did not comply with subsequently adopted zoning regulations, or which does not conform to these regulations.

Notice. Whenever written notice is required to be given by personal service thereof upon the person or persons to be notified, or by United States mail, postage prepaid, addressed to such person or persons at his last known address; such notice shall be conclusively deemed to have been given as of the time of personal service, or as of the time the same is deposited in the course of postal transmission.

"Nursery (developmentally disabled)" means a state-licensed facility intended primarily for the admission of nonambulatory intellectually disabled patients, who are provided nursing services primarily in crib accommodations serving six or fewer persons. Nursery (developmentally disabled) is a subset of residential health care facilities (chronically ill).

"Nursery school" means the same as "child care center."

"Oath" includes affirmation.

"Open space" means an area other than a required yard area, driveway or off-street parking facility, which has no building or structure located therein, except for those used exclusively for recreational purposes. To meet the requirement of open space such area, referred to as usable open space, shall meet the following:

If the same is located upon the ground, or upon the roof of a subterranean garage, such contiguous area shall not be less than five hundred square feet in area; and

If the roof of such subterranean garage is utilized for such open space all such roof areas may be utilized for such open space provided that the same is not in excess of two feet above the grade of the lot immediately adjacent thereto; and

That where such open space is located on any roof area, other than a subterranean garage, not to exceed twenty-five percent of such roof area may be utilized to meet the open space requirement.

"Operator" means a company, business or individual who provides residential services, i.e., the placement of individuals in a residence, setting of house rules and governing behavior or the residents as residents. Operator does not include a property owner or property manager that exclusively handles real estate contracting, property management or leasing of the property and that does not otherwise meet the definition of operator.

Parking Space, Off-Street. "Off-street parking space" means a readily accessible area on a lot, not including driveways, ramps, loading or work areas, maintained exclusively for the parking of one automobile.

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

"Perimeter landscaping" means any landscaping required by the provisions of this code which is adjacent to, and runs substantially parallel with, any property line of the lot for which such landscaping is required.

"Person" means any individual, firm, copartnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, business trust, receiver, syndicate, district, public agency, public utility, or any group or combination acting as a unit; "person" shall not include the city.

"Plural." When consistent with the context, words in plural include the singular.

"Principal use" means a use specifically allowed of right in any one or more of the zones set forth in this title.

"Preschool child care center" is a licensed facility that serves children ages two to four.

"Processing" means, when used in reference to a commercial or industrial use, one or more acts or operations which have the effect of changing the form of a product or material, so as to render the same more salable or usable.

"Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

"Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

"Quarry" means any place on a lot where dirt, soil and gravel, rock or other similar material is removed by excavation or otherwise; "quarry" shall not include the excavation and removal of materials from a lot preparatory to construction of a building for which a building permit has been issued and remains in full force and effect; provided, that such excavation is confined to that necessary for such building construction.

"Recorder" means the county recorder of the county of Los Angeles.

"Regulations" means the provisions of this title.

"Residential care for the chronically ill" is a facility that provides care and supervision to adults who have terminal illness and is a subset of residential health care facilities (chronically ill).

"Residential care facility for the elderly" means a licensed housing arrangement chosen voluntarily by persons sixty years of age or over, or their authorized representative, where varying levels and intensities of care and supervision, protective supervision, personal care, or health-related services are provided, based upon their varying needs, as determined in order to be admitted and to remain in the facility. Persons under sixty years of age with compatible needs may be allowed to be admitted or retained in a residential care facility for the elderly as specified in Section 1569.316 of the Health and Safety Code. Residential care facilities for the elderly are comprised of assisted living facilities, and continuing care retirement communities. Facilities serving six or fewer persons are allowed in residential zones.

"Residential/commercial mixed-use" means developments which integrate residential and commercial uses within a single project. Mixed-use developments include projects where housing is developed above commercial ("vertical" mixed-use), as well as projects where residential and commercial uses are developed side-by-side ("horizontal" mixed-use).

"Residential health care facilities (chronically ill)" are licensed by the state department health services and state department of mental health serving six or fewer persons. These include congregate living health facilities, which provide in-patient care who may be terminally ill, ventilator dependent, or catastrophically and severely disabled, and intermediate care facilities for persons who need intermittent nursing care. Residential health care facilities (chronically ill) are comprised of adult residential facilities for persons with special health care needs, long-term care facility (mental disorders), nursery (developmentally disabled), and residential care for the chronically ill.

"Residential school (developmentally disabled)" means a state-licensed facility intended primarily for the admission, care, and treatment of educable and trainable developmentally disabled patients. The facility shall provide an educational program on the premises as one of its services. Residential school is a subset of a community care facility.

"School aged child care facility" is a state licensed facility that serves children ages five to seventeen.

"Secretary" means the secretary of the commission.

"Service station" is a retail place of business engaged primarily in the sale of motor fuels, but also engaged in supplying goods and services generally required in the operation and maintenance of motor vehicles. Such goods and services include sale of petroleum products; sale and servicing of tires, batteries and automotive accessories; washing and lubrication services; the performance of minor automotive maintenance and repair; and the supplying of other incidental customer services and products. Major automotive repairs, painting, body and fender work, and automobile or truck rental or storage shall not be deemed permitted as a part of such service station usage.

"Shall" is mandatory.

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

Singular. When consistent with the context, words in the singular number shall include the plural.

"Solid fill" means any combustible materials, insoluble in water, such as soil, rock, sand or gravel that can be used for grading land or filling depressions.

"Solid fill project" means any operation which involves the importation and deposit of one thousand or more cubic yards of solid fill material, on a lot, for the purpose of reclaiming such lot or portion thereof.

"Sorority" means the same as "club, private."

Stable, Private. "Private stable" means a detached accessory building in which horses owned by the occupants of the premises are kept, and in which no horses are kept for hire or sale.

"Stand" means a structure for the display and sale of products with no space for customers within the structure itself.

"State" means the state of California.

"Story" means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a usable or unused underfloor space is more than six feet above pre-existing or natural grade as defined herein for more than fifty percent of the total perimeter or is more than twelve feet above grade as defined herein at any point, such useable or unusable underfloor space shall be considered as a story.

"Street" means a public or private way permanently reserved as a primary means of vehicular access to adjoining property; "street" shall not include an "alley."

Street Frontage. See "Frontage, street."

"Structural alterations" means any change in the supporting members of a building such as foundation, bearing walls, columns, beams, floor or roof joints, girders or rafters, or changes in roof or exterior lines.

"Structure" means anything constructed or erected which requires location on the ground or attached to something having a location on the ground.

Except: Fences or walls less than three feet in height located in any required yard area, provided the same are not adjacent to any property line and do not interfere with, divert, block or channel surface water run-off. All fences and walls (regardless of height) adjacent to property lines and those which interfere with, divert, block or channel surface water run-off. All fences and walls (regardless of height) adjacent to property lines and those which interfere with, divert, block or channel surface water run-off shall not be excepted.

"Supportive housing" means housing with no limit on length of stay that is occupied by the target population as defined in Government Code Section 65582(i), and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and when possible, work in the community.

"Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

Tenses. When consistent with the context, words used in the present tense include the past and future tenses and words in the future tense include the present tense.

"Tent" means any structure, temporary or permanent, constructed of canvas or other cloth or material attached to, and encloses, a framework that is intended to provide shelter to an area.

Trailer, Automobile. "Automobile trailer" means a vehicle without motor power, designed to be drawn by a motor vehicle and to be used for human habitation or for carrying persons and property, including a trailer coach and any self-propelled vehicle having a body designed for the same uses as an automobile trailer without motor power.

Trailer Park, Trailer Court and Public Camp. Any or all of them shall mean any area or tract of land used or designed to accommodate one or more automobile trailers or one or more camp parties, including tents or other camping outfits and including trailer camps as defined by state law.

"Transfer station" means an area, including any necessary building or structures, for the temporary storage and the salvage of rubbish, garbage or industrial waste.

"Target population" is defined as adults with low incomes having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health problems; and persons eligible for services under the Lanterman Development Disabilities Act, which provides services to persons with developmental disabilities that originate before the person turned eighteen.

"Transitional housing" means rental housing provided to facilitate the movement of homeless individuals or families to conventional housing. Transitional housing may take

the form of single-family or multi-family units, and may include supportive services, as defined in Government Code section 65582(h), operated under program requirements to allow individuals or families to gain necessary life skills in support of independent living. This type of housing may be occupied by a program recipient for a minimum of six months up to a maximum of two years, at which time it may be recirculated to another eligible program recipient.

"Triplex" means the same as "dwelling, three-family."

"Use" means the utilization of a lot, building, structure or any combination thereof.

"Wall" means a concrete block or masonry wall.

"Writing" includes any form of message recorder in English and capable of visual comprehension.

"Yard" means an open space, other than a court, on a lot unoccupied and unobstructed from the ground upward, except as otherwise provided in this chapter. Wherever in this chapter required yards are prescribed, the same shall be established from the boundary line of such lot or parcel; provided, that the following shall be excluded, and the boundary line shall be deemed to be the interior line of:

1. Any portion of said lot or parcel which serves as an access easement to any other lot or building site;
2. Any portion of said lot or parcel which serves as an improved surface flood control project under the jurisdiction of any public agency.

Yard, Front. "Front yard" means an area extending across the full width of the lot and lying between the front lot line and a line parallel thereto, and having a distance between them equal to the required front yard depth as prescribed in each zone. Front yards shall be measured by a line at right angles to the front lot line, or by the radial line in the case of a curbed front lot line. When a lot lies partially within a planned street indicated on a precise plan for such a street and where such planned street is of the type that will afford legal access to such lot, the depth of the front yard shall be measured from the contiguous edge of such planned street in a manner prescribed in this definition.

Yard, Rear. "Rear yard" means a yard extending across the full width of a lot, immediately adjacent to the rear lot line thereof. The depth of a required rear yard shall be the specified horizontal distance measured between the rear lot line and a line parallel thereto on the lot.

Yard, Rear Line of Required Front. "Rear line of required front yard" means a line parallel to the front lot line and at a distance therefrom equal to the depth of the required front yard, and extending across the full width of the lot.

Yard, Required Setback. For purposes of the restriction of any structure exceeding forty-two inches in height, the term "setback" includes any required yard, front, side or back.

Yard, Side. "Side yard" means a yard between the main building and the side lot lines extending from the rear line of the required front yard, or the front lot line where no

front yard is required, to the beginning of the required rear yard line, and at right angles to the nearest point of a side lot line towards the nearest part of a main building.

"Zoning map" or "map" means the official zoning map of the city.

EXHIBIT 2

Chapter 17.22 ACCESSORY DWELLING UNITS

Sec. 17.22.010 Purpose and Intent.

The purpose of this chapter is to implement the requirements under Government Code Sections 65852.2 and 65852.22 for accessory dwelling units and junior accessory dwelling units. If 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.

Sec. 17.22.020 Eligibility.

One accessory dwelling unit and one junior accessory dwelling unit shall be permitted within zones that permit or conditionally permit residential uses with the following limitations:

- (i) 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;
- (ii) The lot includes a proposed or existing dwelling;
- (iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including 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;
- (iv) Neither the primary residential dwelling unit nor the accessory dwelling units shall be a mobile home, trailer, or vehicle; and
- (v) Manufactured homes and modular dwelling units mounted to a permanent foundation shall be permitted as an accessory dwelling unit and/or junior accessory dwelling unit.

Sec. 17.22.030 Development Standards.

A. Building and Design Standards.

1. For an attached unit, the exterior materials, windows and other architectural features 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 roof decks are permitted on any accessory dwelling unit or junior accessory dwelling unit.

B. Fire Safety Standards.

1. Fire Sprinklers. Unless otherwise required by the Fire Department, the installation of a fire sprinkler system shall not be required except in the following circumstances.
 - (i) Where a fire sprinkler system has been installed in the primary residence.
 - (ii) Where a fire sprinkler system is required to be installed in the primary residence.
2. All new dwelling units are required to comply with Chapter 15.24 of this Code.
3. Where two 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 Section 15.32.030 (Section 4907 Defensible Space) and maintain defensible space around these units.

C. Floor Area Standards.

1. An attached accessory dwelling unit shall not exceed fifty percent of the existing living area (including a habitable basement and attic) of the single family dwelling.
2. The total floor area for a detached or attached accessory dwelling unit shall not exceed one thousand two hundred square feet.
3. The maximum floor area for a junior accessory dwelling unit shall not exceed five hundred square feet.
4. The minimum floor area for a detached or attached accessory dwelling unit ~~or junior dwelling unit shall not be less than two hundred twenty square feet~~ shall be governed by California Building Code Section 1207.
5. Except as provided by Section 17.22.060, the total floor area of all buildings on the lot, including the accessory dwelling unit, shall not exceed the maximum floor area otherwise allowed in accordance with this title.

D. Height Standards.

1. Except as provided in paragraph 2 of this subsection, the height shall not exceed 16 feet.
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.

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 for each accessory dwelling unit. 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 off-street parking for the primary unit need not be replaced.
3. Exemptions. No additional parking space is required for the accessory dwelling unit if any of the following is true:
 - (i) The unit is located within one-half mile of a regularly scheduled public transit stop.
 - (ii) The unit is located within a city council designated historic district.
 - (iii) The unit is part of the existing legal primary residence or an existing legal accessory structure.
 - (iv) On-street parking permits are required by the city but not offered to the occupant of the unit.
 - (v) A publicly accessible and presently operating car share vehicle parking facility is located within one block of the unit.
 - (vi) The unit is proposed in accordance with section 17.22.060.
 - (vii) The unit is a junior accessory dwelling unit.
 - (viii) The unit is located in the R-1 (One-family Residential) or R-H (Hillside Management) zone.

G. Setback Standards.

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.
3. Front Yard Setback. The front yard setback standards in this chapter shall be governed by the front yard setbacks standards in the underlying zone.

Sec. 17.22.040 Conversion of existing structures into 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) Foundation not cracked, damaged, or shifting.
 - (ii) Framing not sagging or deteriorated.
 7. Comfort Heating:
 - (i) Heating as required per the building code.
 - (ii) Separate access to gas shut-off, if applicable.
 8. Working Plumbing:
 - (i) Kitchen and bathroom facilities with hot water.
 - (ii) Water heater strapped and properly vented.
 - (iii) Connection to approved sewage system.
 9. Fire Safety:
 - (i) Hallways serving sleeping rooms must have smoke and carbon monoxide detectors.
 - (ii) 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 10, 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.

Sec. 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.

- 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.

Sec. 17.22.060 Exemptions.

- 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 residential use to create any of the following:
 - 1. One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if (i) 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) the space has exterior access from the proposed or existing single-family dwelling; (iii) the side and rear setbacks are sufficient for fire and safety; and (iv) 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, a total floor area of eight hundred square feet, and a height of sixteen feet for a lot with a proposed or existing single-family dwelling. 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 25 percent of the existing multifamily dwelling units may be permitted.
 - 4. Not more than two 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 of sixteen feet 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 nonconforming zoning conditions.
- C. The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.
- D. The rental of the accessory dwelling unit created pursuant to this subsection be for a term longer than 30 days.

Sec. 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.

Sec. 17.22.080 Ownership.

Neither an accessory dwelling unit nor a junior accessory dwelling unit may not be owned or sold separately from the primary dwelling unit.

Sec. 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.

Sec. 17.22.100 Application Review.

- A. The director shall complete the review of the application for an accessory dwelling unit permit within sixty days of receipt of a complete submission. Review of, and the granting or denial of, an application for an accessory dwelling unit permit by the city is a ministerial action. The director shall not approve an application for an accessory dwelling unit permit or issue an accessory dwelling unit permit unless the proposed accessory dwelling unit complies with the requirements of this chapter. All proposed accessory dwelling units are subject to review for compliance with the terms of this chapter by the director of planning and community preservation.
- B. The decision of the director shall be final and conclusive. An applicant who obtains an accessory dwelling unit permit shall be required to obtain a building permit for the accessory dwelling unit.
- C. 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.

Sec. 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.

Sec. 17.22.120 Fees.

- A. An accessory dwelling unit application must be submitted to the city along with the appropriate fee as established by the city council by resolution in accordance with applicable law.
- 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 upon the development of an accessory dwelling unit less than seven hundred fifty square feet. Any impact fees charged for an accessory dwelling unit of seven hundred fifty square feet or more may be charged proportionately in relation to the square footage of the primary dwelling unit.
- 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.

Sec. 17.22.130 - Rental Restriction

No accessory dwelling unit shall be used as a short-term rental.

Sec. 17.22.140 - Historic Preservation

- A. If a project proposes to demolish a structure and the structure is of the type protected under section 17.60.056 of this code, the applicant will prepare a written historic assessment or survey as described in paragraph D of section 17.60.056 of this code.
- B. All historic 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 assessment or survey results in a status code of categories one through five, inclusive, the applicant is required to 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 list measures to mitigate the harmful impact of the proposed project on the historic structure and

those mitigation measures will be made a condition of approval of the accessory dwelling unit permit.

- D. When a historic assessment or survey results in a status code of category six, an applicant may proceed in accordance with this chapter.
- E. When a historic 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.

Sec. 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 permit and pay all accompanying fees.

EXHIBIT 3

Sec. 17.28.050 - Permitted uses.

- A. In the R-3 zone only such uses are permitted as are hereinafter specifically provided and allowed:
1. Dwelling units (attached or detached) according to the following maximum number of units per lot as follows:
 - a. Tier 1: Lot area of up to ~~five~~ six thousand seven hundred fifty square feet - one dwelling unit;
 - ~~b. Tier 1.5: Lot area of five thousand one to six thousand seven hundred fifty square feet -- one dwelling unit plus one "second unit" as defined in and in accordance with Chapter 17.22 - Second Unit Ordinance;~~
 - c. Tier 2: Lot area of six thousand seven hundred fifty one to eight thousand five hundred square feet - two dwelling units;
 - d. Tier 3: Lot area of eight thousand five hundred one to eleven thousand square feet - three dwelling units;
 - e. Tier 4: Lot area of eleven thousand one square feet and over - four dwelling units plus one unit for every three thousand three hundred fifty square feet of lot area in excess of eleven thousand square feet.
 2. One-story accessory buildings and uses customarily incidental to residential uses allowed in the R-3 zone, such as parking garages for residents, recreational facilities, guest houses, laundry-rooms, storage sheds, gazebos, etc.;
 3. A trailer used as a construction office or as a residence of the owner and his/her family during construction, but only while a building permit for the construction of one or more permanent residences is in full force and effect and in no event longer than one year.
 4. Transitional and supportive housing.
 5. Residential care facilities (up to six residents).
 6. Modular and manufactured homes as a type of dwelling unit, one per dwelling unit.
 7. Family daycare homes, one per dwelling unit.
 8. Accessory Dwelling Units in accordance with Chapter 17.22.

File Attachments for Item:

4. It is recommended that the Planning Commission approve Planning Commission Resolution 22-08 recommending adoption of an ordinance providing general clean-up of various sections of the Sierra Madre Municipal Code.



Planning Commission

STAFF REPORT

William Pevsner, Chair
Peggy Dallas,, Vice-Chair
Thomas Denison, Commissioner
John Hutt, Commissioner
Bob Spears, Commissioner

Vincent Gonzalez, Director
Planning & Community Preservation

DATE: April 21, 2022

TO: Chair Pevsner and Planning Commissioners

FROM: Vincent Gonzalez, Director of Planning & Community Preservation

**SUBJECT: MUNICIPAL CODE TEXT AMENDMENT – ORDINANCE CLEAN-UP
(MCTA 22-05)**

STAFF RECOMMENDATION

Staff recommends the Planning Commission approve Planning Commission Resolution 22-08 recommending adoption of an ordinance providing general clean-up of various sections of the Sierra Madre Municipal Code.

ALTERNATIVES

1. Approve Planning Commission Resolution 22-08, recommending the City Council adopt an ordinance providing general clean-up of various sections of the Sierra Madre Municipal Code;
2. Approve with modifications Planning Commission Resolution 22-08; or
3. Continue the matter and provide direction to staff.

BACKGROUND

City Council approved a recommended list of Municipal Code Text Amendments to be made following those necessary to address the state's housing legislation. These amendments, dubbed "Ordinance Clean-Up Items," are minor in nature typically addressing syntax error, clarifying language, and making small but sensible provisional changes in development standards.

At the regular meeting held on March 17, 2022, the Planning Commission discussed the amendments proposed by staff and provided further recommendation to remove the covered parking requirement from Chapter 17.24 (R-2 Two-family Residential) of the Sierra Madre Municipal Code. The Staff Report dated March 17, 2022 regarding the Ordinance Clean-up provides a full analysis of all other amendments proposed.

PURPOSE AND CONSISTENCY WITH THE GENERAL PLAN

The Municipal Code Text Amendments are implemented to achieve consistency with the City's General Plan.

CEQA / ENVIRONMENTAL

The adoption of this amendment is exempt from the California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations as it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment, because it will impose limitations on development in the City and protect the aesthetic character of Sierra Madre, thereby serving to reduce potential significant adverse environmental impacts.

PUBLIC NOTICE PROCESS

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

Attachments:

Attachment 1	Planning Commission Resolution 22-08
Attachment 2	Draft Ordinance
Exhibit A	Chapter 17.20
Exhibit B	Chapter 17.28
Exhibit C	Chapter 17.40
Exhibit D	Chapter 17.48
Exhibit E	Chapter 17.52
Exhibit F	Chapter 17.60

RESOLUTION NO. 22-08

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF SIERRA MADRE, CALIFORNIA,
RECOMMENDING THE CITY COUNCIL ADOPT AN
ORDINANCE PROVIDING GENERAL CLEAN-UP OF
VARIOUS SECTIONS OF THE SIERRA MADRE
MUNICIPAL CODE**

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

WHEREAS, on February 8, 2022, the City Council approved a recommended list of municipal code text amendments and directed the Planning Commission to begin implementation; and

WHEREAS, the recommended list of municipal code text amendments contains as its second prioritized category Ordinance Clean-Up Items;

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

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

SECTION 2. Municipal Code Text Amendment. Chapter 17.20 (R-1 One-Family Residential) of Title 17 (Zoning) of the Sierra Madre Municipal Code is recommended to be amended consistent with the proposed City Council ordinance included in the accompanying agenda report as Exhibit A.

SECTION 3. Municipal Code Text Amendment. Chapter 17.28 (R-3 Medium/High Density Residential Zone) of Title 17 (Zoning) of the Sierra Madre Municipal Code is recommended to be amended consistent with the proposed City Council ordinance included in the accompanying agenda report as Exhibit B.

SECTION 4. Municipal Code Text Amendment. Chapter 17.40 (M Manufacturing Zone) of Title 17 (Zoning) of the Sierra Madre Municipal Code is recommended to be amended consistent with the proposed City Council ordinance included in the accompanying agenda report as Exhibit C.

SECTION 5. Municipal Code Text Amendment. Chapter 17.48 (Development Standards) of Title 17 (Zoning) of the Sierra Madre Municipal Code is recommended to be amended consistent with the proposed City Council ordinance included in the accompanying agenda report as Exhibit D.

SECTION 6. Municipal Code Text Amendment. Chapter 17.52 (H Hillside Management Zone) of Title 17 (Zoning) of the Sierra Madre Municipal Code is recommended to be amended consistent with the proposed City Council ordinance included in the accompanying agenda report as Exhibit E.

SECTION 7. Municipal Code Text Amendment. Chapter 17.60 (Variances and Discretionary Permits) of Title 17 (Zoning) of the Sierra Madre Municipal Code is recommended to be amended consistent with the proposed City Council ordinance included in the accompanying agenda report as Exhibit F.

SECTION 8. California Environmental Quality Act. Pursuant to Government Code section 65852.21, subdivision (j), and Government Code section 66411.7, subdivision (n), the City Council finds the adoption of this Ordinance is not a project for purposes of the California Environmental Quality Act (CEQA) and is statutorily exempt. Further, this Ordinance is not subject to CEQA because it does not involve exercise of a discretionary power under 14 CCR section 15060, subdivision (c)(1) as the ordinance are being adopted in response to a state mandate.

SECTION 9. Severability; Continuation of Provisions. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance or the rules adopted hereby. The City Council of the City of Sierra Madre hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable. To the extent the provisions of the Sierra Madre Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 10. Inconsistent Provisions. Any provision of the Sierra Madre Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 11. 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 Planning Commission 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 12. Effective Date. This Resolution shall take effect immediately upon adoption.

SECTION 13. Certification. The Director of Planning and Community Preservation shall attest to the passage and adoption of this Resolution by the Planning Commission and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this 21st day of April, 2022.

William Pevsner, Chair

I HEREBY CERTIFY the foregoing Resolution was duly adopted by the Planning Commission of the City of Sierra Madre, California, at a regular meeting held on the 21st day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Vincent Gonzalez, Director
Planning & Community Preservation Department

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE,
CALIFORNIA TO MAKE VARIOUS AMENDMENTS TO TITLE 17 ("ZONING") OF
THE SEIRRA MADRE MUNICIPAL CODE**

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

WHEREAS, on February 8, 2022, the City Council approved a recommended list of municipal code text amendments and directed the Planning Commission to begin implementation;

WHEREAS, the recommended list of municipal code text amendments contains as its second prioritized category Ordinance Clean-Up Items; and

WHEREAS, the Planning Commission held a properly noticed public hearing on April 21, 2022 and adopted Resolution 22-08 recommending approval of this Ordinance to the City Council.

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 this reference.

SECTION 2. Municipal Code Text Amendment. Chapter 17.20 ("R-1 One-Family Residential Zone"), of Title 17 ("Zoning") is hereby amended to the Sierra Madre Municipal Code, included in this Ordinance which shall read as Exhibit A.

SECTION 3. Municipal Code Text Amendment. Chapter 17.28 ("R-3 Medium/High Density Residential Zone"), of Title 17 ("Zoning") is hereby amended to the Sierra Madre Municipal Code, included in this Ordinance which shall read as Exhibit B.

SECTION 4. Municipal Code Text Amendment. Chapter 17.40 ("M Manufacturing Zone"), of Title 17 ("Zoning") is hereby amended to the Sierra Madre Municipal Code, included in this Ordinance which shall read as Exhibit C.

SECTION 5. Municipal Code Text Amendment. Chapter 17.48 ("Development Standards"), of Title 17 ("Zoning") is hereby amended to the Sierra Madre Municipal Code, included in this Ordinance which shall read as Exhibit D.

SECTION 6. Municipal Code Text Amendment. Chapter 17.52 ("H Hillside Management Zone"), of Title 17 ("Zoning") is hereby amended to the Sierra Madre Municipal Code, included in this Ordinance which shall read as Exhibit E.

SECTION 7. Municipal Code Text Amendment. Chapter 17.60 (“Variances and Discretionary Permits”), of Title 17 (“Zoning”) is hereby amended to the Sierra Madre Municipal Code, included in this Ordinance which shall read as Exhibit F.

SECTION 8. California Environmental Quality Act. The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the City Council, and hereby determines that the text amendments will not have a significant effect on the environment. The amendments to Chapters 17.20, 17.24, 17.28, 17.40, 17.48, 17.52, and 17.60 consist of general “clean up” of this Ordinance and is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 1506 (b)(3) of the California Code of Regulations.

SECTION 9. Severability; Continuation of Provisions. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance or the rules adopted hereby. The City Council of the City of Sierra Madre hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable. To the extent the provisions of the Sierra Madre Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 10. Inconsistent Provisions. Any provision of the Sierra Madre Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 11. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 12. Publication. The City Clerk shall cause this Ordinance to be published or posted in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance and his/her certification, together with proof of the publication, to be entered in the book of Ordinances of the City Council.

SECTION 13. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code Section 36937.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2022.

Gene Goss, Mayor

ATTEST:

Laura Aguilar, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SIERRA MADRE)

I, _____, City Clerk of the City of Sierra Madre, hereby certify that the foregoing Ordinance No. was approved and adopted by said Council at its regular meeting held on the ____ day of _____, 2022 by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Laura Aguilar, City Clerk

EXHIBIT A

CHAPTER 17.20 - R-1 ONE-FAMILY RESIDENTIAL

Sec. 17.20.050 - Primary Structures.

The following development standards shall apply to all primary structures within the R-1 zone as follows:

- A. Front Yards. The following standards shall apply to all R-1 zoned property:
 - 1. Standard Front Yard Setback. Every lot in the R-1 zone shall have a front yard of at least twenty-five feet, except as provided in this chapter.
 - 2. Front Yard Setbacks Greater than Thirty Feet—Prevailing Setback. Whenever fifty percent, or greater, of the properties on the same side of the street in the linear block where the project site is located have front yard setbacks that are greater than thirty feet, the minimum required front yard setback for all building and/or structures thereafter constructed, enlarged, erected or established shall be the prevailing setback for the linear block. The prevailing setback shall be calculated by adding all of the front yard setbacks, except for the smallest and largest setbacks, and dividing the total by the number of lots included in the calculation, as illustrated in Diagram E. **The Prevailing Setback may be reduced to no less than required by subsection (A)(1) subject to the approval of an administrative design review permit pursuant to the requirements of Chapter 17.60.**
 - 3. Projections Into the Front Yard. Projections into the required front yard setback may occur as follows:
 - a. A nonhabitable covered front porch, with or without supports, may encroach a maximum of six feet into the required front yard setback. In no case may the encroachment be closer than ten feet to the front property line.
 - b. An open, uncovered balcony (not covered by a roof or similar structural feature) may project into the required front yard setback a maximum of forty-eight inches.
 - c. An open balcony, covered only with a roof feature and supports, may extend into the required front yard setback a maximum of forty-eight inches, pursuant to the approval of an administrative design review permit pursuant to the provisions of Chapter 17.60.

Sec. 17.20.055 - Off-street parking requirements for new construction, additions and/or remodeling.

New construction, or additions and/or remodeling which results in an increase to the number of bedrooms of the existing primary structures, shall be subject to the required off-street parking requirements as set forth in Section 17.68.020(A) and shall be covered by a solid roof in either a garage or carport.

EXHIBIT B

CHAPTER 17.28 - R-3 MEDIUM/HIGH DENSITY RESIDENTIAL ZONE

Sec. 17.28.080 - Standards of development., subsection E

E. Encroachments into setback areas:

1. Garages and other one-story accessory structures may be constructed within ~~five~~ **three** feet of a side or rear property line where the difference between adjoining grades does not exceed one foot and is not adjoining an R-1 zoned property.
2. Walls and fences in accordance with Section 17.48.130.
3. Balconies and Exterior Stairways. No more than one-half of the balconies and exterior stairways shall be permitted to project more than fifty percent of the minimum setback requirement into any required setback areas. The minimum setback from any property line abutting R-1 zoned property shall be ten feet.
4. Swimming pools, hot tubs, spas and similar recreational facilities may be located no closer than five feet from the rear or side property lines, or twenty-five feet from the front property line.

Sec. 17.28.140 - Development or construction site standards.

The following standards apply to development or construction in the R-3 zone:

- A. Construction sites shall be maintained free and clear of attractive nuisances and debris and/or fences as determined by the building inspector.
- B. The residential character of neighborhood to be maintained during construction as to not to become an attractive or public nuisance, due to storage of material, parking or activities of the contractor employees.
- C. Temporary services on-site, shall be ten feet behind the property line, i.e., portable toilet facilities.
- D. Rubbish and refuse service with city contractor shall be required at the time the building permit is issued. Service may be weekly pickup service if accessible by a public street, or by scout or commercial service as otherwise authorized.
- E. Contractors, subcontractors shall be required to have a completed subcontractors list for all services and trades and business licenses obtained prior to any construction or request for inspection. Where work for which a permit is required wherein the work has started or has proceeded prior to obtaining said permits or business licenses, the permit fees shall be doubled pursuant to Chapter 15.04 of this code.
- F. Use of the public right-of-way for storage, work, staging, or off-loading requires a permit and approval in advance of any activity pursuant to Chapter 12.12 of this code.
- G. The public right-of-way, if improved and in place, or at the entry to the project from an existing street, shall be cleaned each evening by the contractor. Clean

up shall include, but not be limited to, streets, roadways, gutters, sidewalks, and parkways.

- H. Violation of subsections (A) through (G) of this section may result in the issuance of a stop work order by the building inspector. Work so halted shall have the right of due notice and an administrative hearing upon request.

EXHIBIT C

CHAPTER 17.40 - M MANUFACTURING ZONE

Sec. 17.40.010 - Permitted uses.

In an M zone only the following uses are permitted as are hereinafter specifically provided and allowed subject to the provisions of this chapter governing off-street parking requirements.

Any use permitted in the C zone ~~except that a dwelling conforming to the yard requirements of the R-3 zone shall be permitted on the same lot on which a use permitted herein is located and which dwelling is used exclusively by the owner, lessee, caretaker or superintendent and his family;~~

Assembly of electrical appliances such as:

1. Electronic instruments and devices,
2. Radios and phonographs, including manufacture of small parts, such as coils;

Bakeries, ~~coffee roasters, commercial kitchens, and other food processing and production facilities (excluding slaughterhouses, rendering plants or other facilities that the director determines are likely to emit foul odors or create other nuisances);~~

Boatbuilding (limited to those craft which may be transported over a state highway without permit);

Bottling plants;

Building material storage yards;

Cabinet shops, carpenter shops, furniture manufacture;

Carpet cleaning plants;

Ceramic products, manufacture of, including figurines, using only previously pulverized clay and kilns fired only by electricity or low pressure gas;

Cleaning and dyeing plants;

Contractors' storage yards;

Drying, freighting, trucking yards, terminals;

Electric or neon sign manufacture;

Emergency shelters;

~~Feed~~ Feed and fuel yards;

Fruit packing houses;

Garment manufacturers;

Ice and cold storage plants;

Laboratories, experimental, motion pictures, testing;

Lumber yards;

Machine shops;

Manufacture of prefabricated buildings;

Outdoor advertising;

Plastics, fabrication from;

Plumbing shop, supply yards;

~~Poultry and rabbit slaughter (provided they are first reviewed and granted a conditional use permit);~~

Public utilities service yards or electrical receiving and/or transforming stations;

~~Rubber, fabrication or products made from finished rubber;~~

Sheet metal shops;

Shoe manufacturing;

Soap manufacture, cold mix only;

Storage space for transit and transportation equipment, except freight classification yards;

Textile manufacture;

Tinsmiths;

~~Tire rebuilding, recapping and retreading;~~

Wholesale businesses, storage buildings and warehouses.

Any industrial use not specifically permitted herein must be reviewed as a conditional use permit in order to locate industry in its proper and available location in the region and prevent conflict with the high degree of residential development existing in and around the city. Any use that is found to be objectionable or incompatible with the character of the city and its environs may be denied a conditional use permit based upon the standards contained in Section 17.60.040.

Sec. 17.40.020 - Property development standards.

~~Notwithstanding anything to the contrary in this chapter, projects incorporating uses permitted in the C zone, including residential uses, shall be developed in locations, to development standards, and with required reviews and approvals only as set forth in~~

Chapter 17.36. The regulations set forth in the following sections shall apply to all other uses and development in the M zone.

EXHIBIT D

CHAPTER 17.48 - DEVELOPMENT STANDARDS

Sec. 17.48.130 – Walls and fences., subsections F and G

F. Minor Conditional Use Permit. The following fencing materials, features and designs shall require the approval of the director of development services of a minor conditional use permit, pursuant to the provisions of Section 17.60.055.

- ~~1. Decorative Features. Decorative features and items, such as entrance arbors, decorative yard lights and similar items greater than forty-two inches in height, but less than ten feet in height, within the required front yard setback;~~
2. Barbed Wire. Fencing which includes barbed wire, razor wire or similar material.

G. ~~Decorative Features and~~ Landscaping.

- ~~1. Decorative features and items, such as entrance arbors, decorative yard lights and similar items greater than forty-two inches in height, but less than ten feet in height, within the required front yard setback are permitted, except as provided in Section 17.48.100.~~
2. Landscaping, vegetation, trees and similar organically grown material shall not be subject to the height provisions contained in this chapter, except as provided in Section 17.48.100.

EXHIBIT E

CHAPTER 17.52 - **R-H HILLSIDE MANAGEMENT ZONE**

Amend name of Chapter as shown above.

Sec. 17.52.090 - Permit application filing and review procedures., part 4 of subsection E

E. Notice and Review Procedure.

4. Modification of Standards Upon Certain Additional Findings.

- a. For remodels of, or additions to, existing, legal, primary structures, which result in an increase in gross floor area of twenty-five percent or less of the original structure, the reviewing authority may modify the requirements of Section 17.52.120(A)(4) and (A)(6) through (A)(11) (Design and Development Standards) and 17.52.160(C)(1) (Architectural and site design standards) where:
 1. Requiring strict compliance would be contrary to the purposes of this chapter; and
 2. Allowing the modification would substantially advance the purposes of this chapter.
- b. For new construction or remodels beyond the scope of subsection (E)(4)(a) above, the reviewing authority may modify the requirements of Section 17.52.120(A)(4), (6), (7) or (9) through (A)(11) (Design and Development Standards) and 17.52.160(C)(1) (Architectural and site design standards) where:
 1. Requiring strict compliance would run contrary to the purposes of this chapter; and
 2. Allowing the modification would substantially advance the purposes of this chapter.
- c. The reviewing authority may modify the requirements of Section 17.52.120(A)(4) and (A)(6) through (A)(11) (Design and Development Standards) for infill developments specified in Section 17.52.070(B)(5) where:
 1. Requiring strict compliance would run contrary to the purposes of this chapter; and
 2. Allowing the modification would substantially advance the purposes of this chapter.

EXHIBIT F

CHAPTER 17.60 - VARIANCES AND DISCRETIONARY PERMITS

Sec. 17.60.041 - Design review permit., subsections E and G

- E. Compatibility. As used in this section, compatibility is not interpreted to mean simple repetition of existing form, mass, scale and bulk. Nor is compatibility interpreted to mean repetition of building style or detailing. Compatibility is based on consideration of a constellation of associated characteristics including building type, the property site plan, building mass and scale, and architectural material and expression. Compatibility comes from an identification of character-defining features of an area, and an applicant's thoughtful response to them within the design. **Compatibility is often more easily and naturally achieved by reuse and renovation of existing structures; hence, for additions and expansions, compatibility with existing structures should also be considered.**
- G. **Additional Application Materials.** All design drawings, as determined by the department, shall be prepared by an architect licensed by the California Architects Board. ~~As standard~~ **Standard** two-dimensional building elevations and other similar graphic materials **will typically suffice for administrative design review permits.** ~~do a poor job of depicting projects in context,~~ However, for design review permits, it is recommended that applicants provide materials in addition to those otherwise required in order to demonstrate that their proposed projects satisfy the foregoing burdens. Such materials may include, but are not limited to, three-dimensional perspective renderings from multiple angles; photo simulations showing the sited project in relation to neighboring structures and landforms; comparisons of proposed building size, height, setbacks, etc. to surrounding structures; story poles; material and color boards; information on energy and water saving systems; ~~and~~ **colored landscape plans showing protected and specimen trees and illustrating drought-tolerant landscaping, permeable paving and other water-saving features;** **and a narrative description prepared by applicant and/or architect describing how the application meets the required findings.** For applications for which Finding D.8. above is applicable, all project plans shall be prepared and stamped by a licensed architect, and such licensed architect shall prepare the narrative description with emphasis on the application's compliance on Finding D.8.

File Attachments for Item:

5. It is recommended that the Planning Commission approve Resolution No. 22-12, recommending the City Council adopt an ordinance amending Chapter 17.88 (Temporary Use Permits) of Title 17 (Zoning) of the Sierra Madre Municipal Code.



Planning Commission **STAFF REPORT**

*William Pevsner, Chair
Thomas Denison, Vice-Chair
Peggy Dallas, Commissioner
John Hutt, Commissioner
Bob Spears, Commissioner*

*Vincent Gonzalez, Director
Planning & Community Preservation*

TO: Chair Pevsner and Planning Commissioners

FROM: Vincent Gonzalez, Director of Planning & Community Preservation
Aleks R. Giragosian, City Attorney

DATE: April 21, 2022

SUBJECT: Resolution No. 22-12 recommending the City Council amend Chapter 17.88 (Temporary Use Permits) of Title 17 (Zoning) of the Sierra Madre Municipal Code

STAFF RECOMMENDATION

Staff recommends that the Planning Commission approve Resolution No. 22-12, recommending the City Council adopt an ordinance amending Chapter 17.88 (Temporary Use Permits) of Title 17 (Zoning) of the Sierra Madre Municipal Code.

ALTERNATIVES

1. Approve Resolution No. 22-12, recommending the City Council adopt an ordinance amending Chapter 17.88 (Temporary Use Permits) of Title 17 (Zoning) of the Sierra Madre Municipal Code;
2. Approve with modifications Resolution No. 22-12;
3. Continue consideration of Resolution No. 22-12.

BACKGROUND

The Planning Commission last discussed this Ordinance on March 17, 2022. The Commission listened to residents who expressed concern that Temporary Use Permits ("TUPs") are being used to convert certain institutional and residential uses into commercial uses.

Staff informed the Planning Commission of the Temporary Use Permit (TUP) application process. Staff explained that upon receipt of a Temporary Use Permit application planning staff routes those requests to the public works, police, and fire departments for their review

and comment. Those departments may add additional conditions of approval as they see fit. Staff also reviews the application for completeness and clarity. Proof of insurance must be provided or purchased through the City's carrier. An evacuation plan must be provided either in map or narrative form. A site map of the event must accompany the application. Staff may also require the applicant to obtain building permits, or encroachment permits as needed, as well as business licenses for any vendors associated with the event in accordance with SMMC 17.88.030(d)-(e). The application is reviewed by staff according to SMMC 17.88.050.

ANALYSIS

The amendments proposed by staff seek to protect residents' enjoyment of their property and ensure that the secondary uses described above do not overshadow the primary use. Staff proposes amending Section 17.88.020(B) to read as follows, with additions denoted by underlined text and deletions denoted by ~~struck through~~ text:

B. Uses Must Be "Temporary". A temporary use permit may be authorized only for uses that will be conducted on a "temporary" basis. For these purposes, "temporary" means ~~that either~~:

1. Duration.
 - a. The use will occur as often as daily during the period specified in the permit, and will not span more than forty-five days, inclusive of setup and takedown operations on any parcel within the Measure V area boundary; or
 - b. The use will occur for a period not to exceed 24 hours, inclusive of setup and takedown operations on any parcel outside the Measure V area boundary.
- ~~2. The use will occur no more than on one day per week, less than thirty hours in any given month, and will not occur on any day more than one year from the date of the issuance of the permit.~~
2. Frequency. The use will occur no more than four times per twelve-month period.

Additionally, the proposed amendments seek to codify the City's existing practice and clarify which types of activities are not subject to a TUP. Staff proposes adding Section 17.88.020(D) to read as follows, with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.:

D. Exemptions.

1. Small events. Gatherings of less than 25 people.
2. House parties. Private, non-commercial gatherings of up to 75 people.
3. Publicly owned property. Events that are to be conducted on publicly owned property pursuant to Chapter 12.34 of this Code.
4. Filming permit. Activities associated with an approved city film permit issued pursuant to chapter 5.36 of this Code.

5. Construction yards - On-site. On-site contractors' construction yards in conjunction with an approved construction project on the same site. The construction yard shall be removed immediately upon completion of the construction project, or the expiration of the companion building permit authorizing the construction project, whichever first occurs.
6. Emergency facilities. Emergency public health and safety needs/land use activities.

The Planning Commission expressed concerned that an independent, third-party was not present at large events to verify whether applicants were abiding by the terms of the TUP. The Planning Commission recommended requiring an event monitor for large events, similar to a film monitor for film permits. To address the concern, staff proposes amending Section 17.88.030, to add paragraph (H) to read as follows:

H. A temporary use permit must include, as a condition of approval, a requirement to have an event monitor on-site during the duration of any event taking place outside the Measure V area boundary and anticipating or realizing one hundred or more people in attendance. The cost of the event monitor will be paid by the city and reimbursed by the applicant. The event monitor will serve as the liaison between the applicant, the city, residents, and businesses on the day of the event and will confirm that the applicant is abiding by the terms of the temporary use permit, this code, and state law.

In addition, staff identifies the following conditions of approval that may be incorporated into an ordinance upon Planning Commission recommendation and City Council approval. In the past, these conditions of approval were applied as necessary.

Regarding Alcohol:

1. Alcohol service shall not be permitted unless the proper Special Events permit is acquired from the Department of Alcoholic Beverage Control (ABC), and approval is granted by the Sierra Madre Police Department.
2. The alcohol service shall be served in distinctive cups (such as by color) in order to differentiate between the service of alcoholic and non-alcoholic beverages;
3. A minimum of one security guard provided by the applicant shall be on duty at all times and present in the area where alcohol is being served; it is also the responsibility of the security guard(s) to ensure that patrons do not leave the designated alcohol service area with any alcoholic beverage in an open container.

Regarding Parking:

1. The applicant shall provide an on-site traffic monitor to ensure compliance with the Sierra Madre Municipal Code Chapter 10. A traffic monitor will not be required where an event monitor is required.
2. Parking for this event shall be on-site. If there is not sufficient on-site parking available, the applicant shall direct any overflow parking to a public municipal lot, and provide shuttle service between the event site and guest parking.

Lastly, in response to suggestions by members of the public and the Planning Commission, the City will now post all TUPs to the City's website to promote transparency. Members of the public will be able to view the posted TUPs by navigating through the following pathway:

- City Hall>Departments>Planning & Community Preservation>Temporary Use Permits or by accessing the following link:
https://www.cityofsierramadre.com/cityhall/departments/planning_community_preservation_department/temporary_use_permits

CEQA / ENVIRONMENTAL

The adoption of this amendment is exempt from the California Environmental Quality Act (CEQA) under Section 15301, Title 14 of the California Code of Regulations and is also exempt from review because it does not meet the definition of a project under CEQA Guidelines sections 15061, subdivision (b)(3), and section 15378, subdivision (a) and subdivision (b)(5). The proposed changes to Chapter 17.88, have no potential for resulting in physical changes to the environment because they consist of changes in the standards governing issuance of temporary use permits and do not directly or indirectly approve any applications for particular projects.

PUBLIC NOTICE

This item has been noticed through the regular agenda notification process. Copies of this report are available on the City's website at www.cityofsierramadre.com. In addition, properties within a 300-foot radius of Alverno Heights Academy and Lavender Marketplace and Workshops were provided a special mailed notice.

Attachments:

- Attachment 1 – Planning Commission Resolution 22-12
- Attachment 2 – City Council Ordinance
- Attachment 3 – Chapter 17.88 (Temporary Use Permits) Redline

RESOLUTION NO. 22-12

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF SIERRA MADRE, CALIFORNIA,
RECOMMENDING THE CITY COUNCIL AMEND CHAPTER
17.88 (TEMPORARY USE PERMITS) OF TITLE 17
(ZONING) OF THE SIERRA MADRE MUNICIPAL CODE**

RECITALS

WHEREAS, the purpose of Temporary Use Permits is to afford certain temporary uses of private property which would otherwise be prohibited within the underlying zone, while protecting the public health, safety and welfare of the community;

WHEREAS, operational concerns have been brought to the attention of the City, indicating that certain temporary uses are being used to convert certain institutional and residential uses into commercial uses;

WHEREAS, the City desires to amend Chapter 17.88 (Temporary Use Permits) in order to address such concerns; and

WHEREAS, the proposed amendments seek to protect residents' enjoyment of their property and ensure that the secondary uses described above do not overshadow the primary use.

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

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

SECTION 2. Amendment. Subsection B (Uses Must Be Temporary) of Section 17.88.020 (Allowable Uses of Permits) of Chapter 17.88 (Temporary Use Permits) of Title 17 (Zoning) is amended to read as follows, with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.:

B. Uses Must Be "Temporary". A temporary use permit may be authorized only for uses that will be conducted on a "temporary" basis. For these purposes, "temporary" means ~~that either:~~

1. Duration.

- a. The use will occur as often as daily during the period specified in the permit, and will not span more than forty-five days, inclusive of setup and takedown operations on any parcel within the Measure V area boundary; or
- b. The use will occur for a period not to exceed 24 hours, inclusive of setup and takedown operations on any parcel outside the Measure V area boundary.

- ~~2. The use will occur no more than on one day per week, less than thirty hours in any given month, and will not occur on any day more than one year from the date of the issuance of the permit.~~
2. Frequency. The use will occur no more than four times per twelve-month period.

SECTION 3. Addition. Subsection D (Exemptions) is added to Section 17.88.020 (Allowable Uses of Permits) of Chapter 17.88 (Temporary Use Permits) of Title 17 (Zoning) to read as follows, with additions denoted by underlined text:

D. Exemptions.

1. Small events. Gatherings of less than 25 people.
2. House parties. Private, non-commercial gatherings of up to 75 people.
3. Publicly owned property. Events that are to be conducted on publicly owned property pursuant to Chapter 12.34 of this Code.
4. Filming permit. Activities associated with an approved city film permit issued pursuant to chapter 5.36 of this Code.
5. Construction yards - On-site. On-site contractors' construction yards in conjunction with an approved construction project on the same site. The construction yard shall be removed immediately upon completion of the construction project, or the expiration of the companion building permit authorizing the construction project, whichever first occurs.
6. Emergency facilities. Emergency public health and safety needs/land use activities.

SECTION 4. Addition. Section 17.88.030 (Event Monitor) is added to Section 17.88.020 (Allowable Uses of Permits) of Chapter 17.88 (Temporary Use Permits) of Title 17 (Zoning) to read as follows, with additions denoted by underlined text:

H. Event Monitor. A temporary use permit must include, as a condition of approval, a requirement to have an event monitor on-site during the duration of any event taking place outside the Measure V area boundary and anticipating or realizing one hundred or more people in attendance. The cost of the event monitor will be paid by the city and reimbursed by the applicant. The event monitor will serve as the liaison between the applicant, the city, residents, and businesses on the day of the event and will confirm that the applicant is abiding by the terms of the temporary use permit, this code, and state law.

SECTION 5. CEQA. The amendments to 17.88 (Temporary Use Permits) consist of general “clean up” of this Ordinance and is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 1506 (b)(3) of the California Code of Regulations.

SECTION 6. 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 Planning Commission 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 7. Effective Date. This Resolution shall take effect immediately upon adoption.

SECTION 8. Certification. The Director of Planning and Community Preservation shall attest to the passage and adoption of this Resolution by the Planning Commission and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this ____ day of ____ 2022.

William Pevsner, Chair

I HEREBY CERTIFY the foregoing Resolution was duly adopted by the Planning Commission of the City of Sierra Madre, California, at a regular meeting held on the ____ day of ____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Vincent Gonzalez, Director
Planning & Community Preservation Department

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AMENDING CHAPTER 17.88 ("TEMPORARY USE PERMITS") OF TITLE 17 ("ZONING") OF THE SEIRRA MADRE MUNICIPAL CODE

RECITALS

WHEREAS, the purpose of Temporary Use Permits is to afford certain temporary uses of private property which would otherwise be prohibited within the underlying zone, while protecting the public health, safety and welfare of the community;

WHEREAS, operational concerns have been brought to the attention of the City, indicating that certain temporary uses are being used to convert certain institutional and residential uses into commercial uses;

WHEREAS, the City desires to amend Chapter 17.88 (Temporary Use Permits) in order to address such concerns;

WHEREAS, the proposed amendments seek to protect residents' enjoyment of their property and ensure that the secondary uses described above do not overshadow the primary use;

WHEREAS, the Planning Commission held a properly noticed public hearing on April 21, 2022 and adopted Resolution 22-12 recommending approval of this Ordinance to the City Council.

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 this reference.

SECTION 2. Amendment. Subsection B (Uses Must Be Temporary) of Section 17.88.020 (Allowable Uses of Permits) of Chapter 17.88 (Temporary Use Permits) of Title 17 (Zoning) is amended to read as follows, with additions denoted by underlined text and deletions denoted by ~~struck through~~ text:

B. Uses Must Be "Temporary". A temporary use permit may be authorized only for uses that will be conducted on a "temporary" basis. For these purposes, "temporary" means ~~that either:~~

1. Duration.

a. The use will occur as often as daily during the period specified in the permit, and will not span more than forty-five days, inclusive of setup and takedown operations on any parcel within the Measure V area boundary; or

- b. The use will occur for a period not to exceed 24 hours, inclusive of setup and takedown operations on any parcel outside the Measure V area boundary.
- ~~2. The use will occur no more than on one day per week, less than thirty hours in any given month, and will not occur on any day more than one year from the date of the issuance of the permit.~~
2. Frequency. The use will occur no more than four times per twelve-month period.

SECTION 3. Addition. Subsection D (Exemptions) is added to Section 17.88.020 (Allowable Uses of Permits) of Chapter 17.88 (Temporary Use Permits) of Title 17 (Zoning) to read as follows, with additions denoted by underlined text:

D. Exemptions.

1. Small events. Gatherings of less than 25 people.
2. House parties. Private, non-commercial gatherings of up to 75 people.
3. Publicly owned property. Events that are to be conducted on publicly owned property pursuant to Chapter 12.34 of this Code.
4. Filming permit. Activities associated with an approved city film permit issued pursuant to chapter 5.36 of this Code.
5. Construction yards - On-site. On-site contractors' construction yards in conjunction with an approved construction project on the same site. The construction yard shall be removed immediately upon completion of the construction project, or the expiration of the companion building permit authorizing the construction project, whichever first occurs.
6. Emergency facilities. Emergency public health and safety needs/land use activities.

SECTION 4. Addition. Section 17.88.030 (Event Monitor) is added to Section 17.88.020 (Allowable Uses of Permits) of Chapter 17.88 (Temporary Use Permits) of Title 17 (Zoning) to read as follows, with additions denoted by underlined text:

H. Event Monitor. A temporary use permit must include, as a condition of approval, a requirement to have an event monitor on-site during the duration of any event taking place outside the Measure V area boundary and anticipating or realizing one hundred or more people in attendance. The cost of the event monitor will be paid by the city and reimbursed by the applicant. The event monitor will serve as the liaison between the applicant, the city, residents, and businesses on the day of the event and will confirm that the applicant is abiding by the terms of the temporary use permit, this code, and state law.

SECTION 5. California Environmental Quality Act. The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the City Council, and hereby determines that the text amendments will not have a significant effect on the environment. The amendments to 17.88 (Temporary Use Permits) consist of general “clean up” of this Ordinance and is therefore exempt from California Environmental

Quality Act review pursuant to Title 14, Section 1506 (b)(3) of the California Code of Regulations.

SECTION 6. 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 7. 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 8. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code Section 36937.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2022.

Gene Goss, Mayor

ATTEST:

Laura Aguilar, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SIERRA MADRE)

I HEREBY CERTIFY that the foregoing Ordinance was introduced by first reading on the ____ day of _____ 2022 and duly adopted by the City Council of the City of Sierra Madre, California, at a regular meeting held on the ____ day of _____ 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Laura Aguilar, City Clerk

Title 17 - ZONING
Chapter 17.88 TEMPORARY USE PERMITS

Chapter 17.88 TEMPORARY USE PERMITS¹

Sections:

17.88.010 Purpose.

The purpose of this chapter is to set forth certain temporary uses of private property which are consistent with the various provisions of this title, set forth operational standards and requirements for temporary uses, and provide for the protection of the public health, safety and welfare.

(Ord. No. 1332, § 2, 11-27-12)

17.88.020 Allowable uses of permits.

- A. Temporary Use Permits Authorized. No person may use private property in a manner that is inconsistent with the permanently entitled authorized use of the private property, even if the use is of limited duration, unless a temporary use permit is issued therefore or the First Amendment would prohibit the city from requiring compliance with this chapter. The city may issue a temporary use permit in any zone in the city, to authorize any temporary use of property, including, but not limited to, those uses set forth in subsection C of this section. A temporary use permit may authorize a temporary use, even if the use itself could not be authorized in the zone on a permanent basis.
- B. Uses Must Be "Temporary". A temporary use permit may be authorized only for uses that will be conducted on a "temporary" basis. For these purposes, "temporary" means ~~that either:~~
 1. Duration.
 - a. The use will occur as often as daily during the period specified in the permit, and will not span more than forty-five days, inclusive of setup and takedown operations on any parcel within the Measure V area boundary; or
 - b. The use will occur for a period not to exceed 24 hours, inclusive of setup and takedown operations on any parcel outside the Measure V area boundary.
 - ~~2. The use will occur no more than on one day per week, less than thirty hours in any given month, and will not occur on any day more than one year from the date of the issuance of the permit.~~
 2. Frequency. The use will occur no more than four times per twelve-month period.
- C. Specific Regulations. The following additional specific regulations apply to the following types of temporary uses, and supersede any inconsistent more general regulations set forth in this chapter:
 1. Carnivals. Carnivals, circuses and similar events may be permitted for a period of up to ten days within any calendar year, and no such activity shall be conducted for longer than five consecutive days at one time. Certification of the safety of rides shall be made by a professional engineer, registered in the state of California, which certification shall be provided to the building official prior to the commencement of the use of the equipment. The applicant shall also provide a site safety plan (site

¹Editor's note(s)—Ord. No. 1332, § 2, adopted Nov. 27, 2012, amended Chapter 17.88 in its entirety to read as herein set out. Former Chapter 17.88, §§ 17.88.010—17.88.070, pertained to similar subject matter and derived from Ord. 1219, §§ 1(part) and 2(part), adopted 2004.

layout of the carnival) and include a parking plan for its employees and those persons associated with the carnival.

2. **Special Events.** If a special events permit was issued pursuant to Chapter 12.34, and the use of the subject property is merely incidental to use of public property authorized pursuant to the special events permit, then the development services director shall approve the temporary use of the property, and shall impose conditions consistent with the purposes of the conditions imposed by the special events permit. If, however, the use of the private property is not merely incidental to the special events permit, then compliance with the other provisions of this chapter is required as if there were no special events permit issued for the use. The applicant shall provide a site safety plan (site layout of the special event) and include a parking plan for those persons associated with the special event.
3. **Seasonal Retail Sales.** Otherwise vacant portions of privately owned property may be used for seasonal-related retail sales. Examples of such uses, without limitation, include pumpkin patches and Christmas tree lots. In addition to meeting the requirements of subsection B.1 of this section, the applicant shall provide:
4. **Sales Promotions.** Applications for the temporary display, exhibit and sale of goods, merchandise and equipment, and temporary display facilities, canopies and ancillary items relating thereto, to be utilized in conjunction with special promotional events, may be approved by the director pursuant to the provisions of this chapter. The length of any one promotional event shall not exceed seven consecutive days. A maximum of three such promotional events may occur at the same location or property within any calendar year.
5. **Temporary Signs.** Temporary signs shall comply with the requirements of Chapter 17.72, "Signs".

D. Exemptions.

1. Small events. Gatherings of less than 25 people.
2. House parties. Private, non-commercial gatherings of up to 75 people.
3. Publicly owned property. Events that are to be conducted on publicly owned property pursuant to Chapter 12.34 of this Code.
4. Filming permit. Activities associated with an approved city film permit issued pursuant to chapter 5.36 of this Code.
5. Construction yards - On-site. On-site contractors' construction yards in conjunction with an approved construction project on the same site. The construction yard shall be removed immediately upon completion of the construction project, or the expiration of the companion building permit authorizing the construction project, whichever first occurs.
6. Emergency facilities. Emergency public health and safety needs/land use activities.

(Ord. No. 1332, § 2, 11-27-12)

17.88.030 Temporary use permit application.

A temporary use permit may not be issued unless an application is submitted to the director that meets the following requirements:

-
- A. Forms. Applications for temporary use permits shall be made on forms provided by the director. Temporary use permit applications shall include appropriate submittal materials as deemed necessary by the director.
- B. Filing Fee. Each application shall be accompanied by a filing fee in an amount as set forth by resolution of the city council, except that no such fee shall be required from any of the following:
1. An applicant who states in its application that it is exempt from the payment of business license taxes, pursuant to the provisions of Title 5 of this code and requests waiver of the fees on these grounds,
 2. Any use which is for an event conducted for the purpose of engaging in constitutionally protected expression,
 3. Any temporary use that is incidental to the use permitted pursuant to a special events permit issued pursuant to Chapter 12.34, except that if the costs of the temporary use permit fee would be higher than the special events permit fee but for this exemption, then the temporary use permit fee shall be the difference between the two.
- C. Cash Deposits. Cash security deposits may be required by the director to insure that all city property (e.g., sidewalks, streets, and parks) surrounding the temporary use is well maintained and properly cleared and cleaned at the conclusion of the temporary activity. The deposit may be used to offset costs which may be incurred by the city in the event that city property must be cleared or cleaned by city personnel. Any unused portion of the deposit shall be returned to the applicant.
- D. Permits Required. Each applicant shall apply for, and obtain, any necessary building, electrical and/or mechanical permits for the requested temporary use. Upon request, the applicant shall submit safety certification and/or permits for any equipment to be used as a component of the temporary use;
- E. Other Permits. Each applicant shall comply with all other requirements of the Municipal Code, including the requirements of Chapter 5.04 ("Business Licenses Generally"), Chapter 5.08 (Business License Fees), Chapter 12.12 (Obstruction of Streets, Sidewalks and Public Places), and Chapter 12.16 (Excavations).
- F. Timing of Application. Except as otherwise provided in subsection E of this section, each application shall be submitted not less than twenty days nor more than twelve months prior to the date(s) of the proposed temporary use. Applicants are encouraged to submit applications at least forty-five days prior to any the date(s) of the proposed temporary use.
- G. Constitutional Protections. If an application for a permit to conduct an event for the purpose of engaging in constitutionally protected expression is received less than twenty days before the proposed event date, it shall be accepted for processing, if the director finds that the circumstance that gave rise to the permit application did not reasonably allow the participants to file an application within the time prescribed by this section. The director shall decide whether an application meets such test for late submittal within two business days after receipt of the complete application. If an application for a permit to conduct an event which is not for the purpose of engaging in constitutionally protected expression is received less than twenty days before the proposed event date, the director may accept it for processing, if, in his/her reasonable discretion, he/she determines that good cause exists for such late submittal.
- H. Event Monitor. A temporary use permit must include, as a condition of approval, a requirement to have an event monitor on-site during the duration of any event taking place outside the Measure V area boundary and anticipating or realizing one hundred or more people in attendance. The cost of the event monitor will be paid by the city and reimbursed by the applicant. The event monitor will serve as the liaison between the applicant, the city, residents, and businesses on the day of the event and will confirm that the applicant is abiding by the terms of the temporary use permit, this code, and state law.

(Ord. No. 1332, § 2, 11-27-12)

17.88.040 Action on application.

- A. Director as Decision Maker. Except as otherwise provided in this chapter, the director is the decision maker on every application for a temporary use permit and shall approve, conditionally approve or deny each application pursuant to the provisions of this chapter.
- B. Constitutionally Protected Expression. The director shall take action on an application to conduct an event which is for the purpose of engaging in constitutionally protected expression within two business days after receipt of the complete application. If an aggrieved party wishes to file an appeal from such a determination, or relating to the conditions of approval, the applicant has the choice of whether the appeal shall be heard by the city manager, or whether the appeal shall proceed directly to the city council.
 - 1. If the city manager is to hear the appeal, the city manager shall hold a hearing no later than two business days after the filing of the appeal, and will render a decision no later than one business day after hearing the appeal.
 - 2. If the applicant opted to appeal directly to the city council, or the applicant appeals the city manager's decision issued pursuant to subsection 1 immediately above, the appeal shall be processed in the same manner as an appeal from a decision by the planning commission under Chapter 17.66.
- C. Notice of Right to Appeal. If an application is denied, the director shall inform the applicant in writing of the grounds for denial, and the right of the applicant to appeal, pursuant to the provisions of this chapter.
- D. Director Referral to Planning Commission. Except with respect to applications to conduct events which are for the purpose of engaging in constitutionally protected expression, the director may elect to refrain from acting on an application, and may instead refer the application to the planning commission for timely action, subject to all requirements of this chapter.
- E. Late Applications. With respect to an untimely application, if the director decides that an application does not meet the criteria for late acceptance for processing he/she shall so inform the applicant within two business days of receipt of the application, and shall also inform the applicant of the right to appeal such determination, pursuant to the provisions of this chapter.

(Ord. No. 1332, § 2, 11-27-12)

17.88.050 Temporary use permit findings.

- A. Standard Applications. For applications for uses that do not have the purpose of engaging in constitutionally protected expression, temporary use permits may be approved pursuant to the provisions of this chapter only upon the making of the following findings:
 - 1. That the temporary use permit is compatible with the applicable provisions of this code;
 - 2. The temporary use will not conflict with the general plan;
 - 3. The temporary use is a reasonable use of land given the purposes of the general plan, the land use designation and the zone in which the temporary use would be located;
 - 4. That the temporary use will not impede the reasonable use of land or the orderly development of land in the immediate vicinity;
 - 5. That the temporary use will not endanger the public health, safety or welfare.

B. First Amendment Applications. For applications for a use that is to engage in constitutionally protected expression, temporary use permits shall be approved pursuant to the provisions of this chapter if the following findings are made:

1. The temporary use will not conflict with the general plan.
2. The temporary use will comply with all portions of the code, including Chapter 9.32 ("Noise").
3. The use will not constitute a public nuisance.
4. The temporary use will not endanger the public health, safety or welfare.

(Ord. No. 1332, § 2, 11-27-12)

17.88.055 Effect of denial.

Denial of a temporary use permit shall in no event prevent any person for applying for a special events permit pursuant Chapter 12.34.

(Ord. No. 1332, § 2, 11-27-12)

17.88.060 Appeals.

- A. Except as otherwise provided in this chapter, any decision of the director on a temporary use permit may be appealed to the planning commission. The planning commission's decision on an appeal shall be final.
- B. If, however, the director referred the matter to the planning commission pursuant to subsection E of Section 17.88.040 then the decision of the planning commission may be appealed to the city council.
- C. When a decision is being appealed, the legislative body that is to hear the appeal shall consider the appeal no later than its next regularly scheduled meeting which is at least fourteen days after receipt of the appeal.
- D. All appeals shall be made in writing, on a form obtained from the director, and received by the director within ten days of the date of the decision being appealed. The appeal shall be accompanied by payment of a fee, in an amount as set by resolution of the city council.

(Ord. No. 1332, § 2, 11-27-12)

File Attachments for Item:

1. Receive and file a presentation regarding amendments to Chapter 5.36 of Title 5 (Business Licenses and Regulations) of the Sierra Madre Municipal Code to address those concerns.



Planning Commission **STAFF REPORT**

*William Pevsner, Chair
Thomas Denison, Vice-Chair
Peggy Dallas, Commissioner
John Hutt, Commissioner
Bob Spears, Commissioner*

*Vincent Gonzalez, Director
Planning & Community Preservation*

TO: Chair Pevsner and Planning Commissioners

FROM: Lawren Heinz, Administrative Analyst
Aleks R. Giragosian, City Attorney

DATE: April 21, 2022

**SUBJECT: Presentation Regarding Proposed Amendments to Chapter 5.36
(Commercial Photography and Motion Picture Filming) of Title 5
(Business Licenses and Regulations) of the Sierra Madre
Municipal Code**

STAFF RECOMMENDATION

Receive and file presentation regarding amendments to Chapter 5.36 of Title 5 (Business Licenses and Regulations) of the Sierra Madre Municipal Code to address those concerns.

ANALYSIS

Based on staff's experience, when filming is conducted in a Residential Area, the parties primarily impacted are residential households. Residents have expressed concerns regarding the impacts to their comfort and enjoyment at home due to noise, traffic, and lighting caused by commercial photography and motion picture filming. When filming is conducted in a Non-Residential Area, the parties primarily impacted are businesses. Business owners have complained about a burden on their potential to earn revenue. This amendment seeks to ameliorate these concerns by tailoring regulations specific to each impact.

The amended ordinance creates different standards for filming in "Residential Areas" and "Non-Residential Areas." A Residential Area is defined as a parcel located in the One Family Residential, Two Family Residential, Multiple Family Residential, Hillside Management, or Residential Canyon zones, or a parcel in which at least 75 percent of the perimeter adjoins parcels with the zoning designations listed above. A Non-Residential Area is defined as a parcel that is not located in the Residential Area.

Limitations on filming in Residential Areas:

- A maximum of 12 productions per year per location.
- Each production may not exceed a maximum of 10 days per month, inclusive of preparation, film, and strike days. The time between productions on a specific parcel must be at least 14 days.
- Filming is limited to the hours of 7:00 a.m. through 11:00 p.m. Monday through Saturday.
- Applicants must comply with the municipal code's parking and noise regulations.
- Lighting shall be hooded and directed downward to reflect away from adjoining properties.
- No resident approval is required for filming.

Limitations on filming in Non-Residential Areas:

- No limit on the number of productions per year per location.
- No limit on the length of a production.
- Approval of 51% of property owners within a 250-foot perimeter of the parcel for filming between the hours of 7:00 a.m. through 11:00 p.m.
- Approval of 75% of property owners within a 250-foot perimeter of the parcel for filming between the hours of 7:00 a.m. through 11:00 p.m. if filming involves street closures.
- The approval of property owners is not required for filming occurring between the hours of 11:00 p.m. through 7:00 a.m.
- Applicants must comply with the municipal code's parking and noise regulations.
- Lighting shall be hooded and directed downward to reflect away from adjoining properties.

The amended ordinance clarifies that productions with a cast and crew of 5 individuals or less are exempt from this Ordinance because staff determined that they do not impose the type of impacts that residents and businesses are concerned about. Charitable films and student films are still subject to this Ordinance because they impose a burden on the community and staff. However, due to their non-commercial nature, their permit fee is discounted.

Lastly, the amended ordinance adds a cancelation policy, codifies staff's application requirements, and expands the grounds for revocation of a City Film Permit.

Government Code section 14999.21, subdivision (b), requires the City to submit a draft of an ordinance or amendment regarding filming to the director of the California Film Commission 30 days prior to any action. The Director of the California Film Commission is authorized to comment on the draft ordinance and any such comments "shall be advisory to local government." The City submitted the draft ordinance on Thursday, March 24, 2022. Included as Attachment B is a copy of the California Film Commission's comments received on Tuesday, March 29, 2022. The City is required to provide the Commission with a copy of the ordinance after adoption.

The City's Community Services Commission also considered this Ordinance on Monday, April 18, 2022 and adopted a resolution recommending approval. Included as Attachment A is a copy of the resolution of the Community Services Commission.

CEQA / ENVIRONMENTAL

The adoption of this amendment is exempt from the California Environmental Quality Act (CEQA) under Section 15301, Title 14 of the California Code of Regulations and is also exempt from review because it does not meet the definition of a project under CEQA Guidelines sections 15061, subdivision (b)(3), and section 15378, subdivision (a) and subdivision (b)(5). The proposed changes to Chapter 17.88, have no potential for resulting in physical changes to the environment because they consist of changes in the standards governing issuance of temporary use permits and do not directly or indirectly approve any applications for particular projects.

PUBLIC NOTICE

This item has been noticed through the regular agenda notification process. Copies of this report are available on the City's website at www.cityofsierramadre.com. In addition, properties within a 300-foot radius of Alverno Heights Academy and Lavender Marketplace and Workshops were provided a special mailed notice.

ATTACHMENTS:

- Attachment A – Film Ordinance
- Attachment B – California Film Commission Comments
- Attachment C - Resolution No. ____ of the Community Services Commission

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SIERRA MADRE,
CALIFORNIA, AMENDING CHAPTER 5.36 (COMMERCIAL
PHOTOGRAPHY AND MOTION PICTURE FILMING) OF
TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF
THE SIERRA MADRE MUNICIPAL CODE**

RECITALS

WHEREAS, some residents have expressed concerns regarding the impacts to their comfort and enjoyment at home due to noise, traffic, and lighting caused by commercial photography and motion picture filming;

WHEREAS, according to staff, the existing Commercial Photography and Motion Picture Filming ordinance does not adequately take into consideration the differences that exist and the potential adverse impacts associated with commercial photography and filming activities in residential versus non-residential areas of the City;

WHEREAS, the City submitted the draft ordinance to the California Film Commission pursuant to Government Code section 14999.21 on Thursday, March 24, 2022 and received the comments included as Attachment B on Tuesday, March 29, 2022;

WHEREAS, the Community Services Commission held a properly noticed meeting on Monday, April 18, 2022 and adopted Resolution [No.] recommending approval of this Ordinance to the City Council.

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

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

SECTION 2. Amendment. Chapter 5.36 (Commercial Photography and Motion Picture Filming) of Title 5 (Business Licenses and Regulations) of the Sierra Madre Municipal Code is amended as stated in Attachment A, with ~~struck-through~~ text denoting deletions and underlined text denoting additions.

SECTION 3. California Film Commission. The City Clerk is directed to submit a copy of this Ordinance to the Director of the California Film Commission.

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. Publication. The City Clerk shall cause this Ordinance to be published or posted in accordance with California Government Code Section 36933. She shall certify to the adoption of this Ordinance and her certification, together with proof of the publication, will be entered in the book of Ordinances of the City Council.

SECTION 6. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code Section 36937.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2022.

Gene Goss, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Aguilar, City Clerk

Aleks R. Giragosian, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was duly adopted by the City Council of the City of Sierra Madre, California, at a regular meeting held on the ____ day of _____ 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Attachment A

Chapter 5.36 - COMMERCIAL PHOTOGRAPHY AND MOTION PICTURE FILMING

5.36.010 - Title.

This chapter shall be entitled "Commercial Photography and Motion Picture Filming" and shall constitute the rules regulating the permitting of commercial film activities in the city of Sierra Madre.

5.36.020 - Purpose and intent.

This chapter is to establish procedures for the review and issuance of city filming permits allowing work associated with the production of commercial filming activities, within the city of Sierra Madre, subject to the permit requirements. The intent of this chapter is to facilitate the production of such work while protecting the residents and property owners from the potential adverse impacts of filming activities.

5.36.030 - Definitions.

For purposes of this chapter, the following definitions shall apply:

- A. "Charitable films" shall mean motion picture, television, or still photography produced by a nonprofit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, tapes, or photos.
- AB. "City film permit" shall mean a permit issued by the city of Sierra Madre to allow the activities associated with the production, filming or video taping of motion picture and television shows, programs, commercials and still photography.
- BC. "City film monitor" shall mean the city manager of the city of Sierra Madre or his/her designee.
- CD. "City produced or city sponsored government or educational access productions" shall mean motion picture, television, or still photography produced by or in association with the city.
- D. ~~"Extra small film productions" shall mean a cast and crew of five or fewer persons not using a generator.~~
- E. "Family videos" shall mean the filming or videotaping of motion pictures or taking of still photographs solely for private use.
- F. "Film or photography activity " shall mean and include all activity attendants to staging or shooting motion pictures, television shows or programs, ~~and commercials, or commercial photo shoots, and utilizing a cast and crew consisting of more than 5 persons. and to still photo shoots as defined in this chapter.~~

- G. "News media" shall mean the photographing, filming or videotaping for the purpose of spontaneous, unplanned television news broadcast or reporting for print media by reporters, photographers or cameramen.
- H. ~~"Small film productions" shall mean a cast and crew of fifty or fewer persons that are self-contained on the site where film activity will take place and will not involve the parking of vehicles on any public street beyond the filming site.~~ "Non-residential area" shall mean a parcel that is not a residential area.
- I. ~~"Still photo shoots" shall mean commercial photography utilizing a cast and crew of three or more persons.~~ "Residential area" shall mean a parcel located in the One Family Residential, Two Family Residential, Multiple Family Residential, Hillside Management, or Residential Canyon zones, or a parcel in which at least seventy-five percent of the perimeter adjoins parcels with the zoning designations listed above.
- J. "Student films" shall mean motion picture, television, or still photography produced to satisfy a course or curriculum requirement at an educational institution. The student must supply proof that he/she is currently enrolled in an educational institution.
- K. "Studio productions" shall mean a legally established, commercial, motion picture/television/still photography, place of business where filming or photography activities (motion or still photography) are regularly conducted inside a studio/stage upon the premises.

5.36.040 - City film permit required.

No person shall use any public or private property, building, facility or residence for any film or photography activity without a city film permit issued pursuant to the provisions of this chapter.

5.36.050 - City film permit exceptions.

This chapter ~~The provisions of Sections 5.36.040, 5.36.060, and 5.36.100 shall not apply to the following:~~

- A. News media.
- B. Family videos.
- C. ~~Professional still photo shoots with a crew of two or less that have been issued a valid business license~~ Film or photography activity utilizing a cast and crew consisting of 15 persons or less.
- D. Studio productions.
- E. City produced or city sponsored government or educational access productions.

5.36.060 - City film permit application, and issuance, and cancelation.

- A. City Film Permit Application.
 - (1) Any person desiring a permit under the provisions of this chapter shall fill out an application provided by the city film monitor. The form must be

signed and accompanied by all applicable fees, deposits, indemnification agreement and insurance certificate required by this chapter before the permit will be processed.

- (2) Such application shall be submitted at least five business days prior to the date on which such person desires to conduct the activity for which a permit is required. If such activity involves traffic control exceeding three minute intervals and/or such activity involves stunts or special effects, an application shall be submitted at least seven business days in advance. If such activity involves street closures, an application shall be submitted at least ten business days in advance.
- (3) Accompanying the application form shall be evidence of the following:
 - (a) All applicable fees and deposits.
 - (b) Evidence of insurance as required under Section 5.36.400110.
 - (c) An executed indemnification agreement, on a form approved by the city attorney, as required under Section 5.36.440120.
 - (d) If determined by the city film monitor to be necessary, written evidence of permits and/or coordination with other public agencies may be required upon submission of an application for a city film permit. The conditions and requirements of these responsible agencies shall be requirements of this permit.
 - (e) Proof of property owner or tenant ~~a~~Approval: as required under Section 5.36.065.
 - ~~(i) An application for a city film permit shall provide evidence of property owner/tenant approval in the form of a petition, signature card, facsimile or e-mail from a minimum of fifty-one percent of all property owners and/or tenants, over the age of eighteen, for each parcel located within two hundred fifty feet of the perimeter of the property on which the filming is to take place; or If the film permit will involve a street closure, the application for a city film permit shall provide evidence of property owner/tenant approval in the form of a petition, signature card, facsimile or email from one hundred percent of all property owners and/or tenants, over the age of eighteen, for each parcel located within two hundred fifty feet of the perimeter of the property on which the filming is to take place and the approval of the city council is required.~~
 - ~~(ii) For extra small film productions, small film productions, and still photo shoots, the applicant for a city film permit shall distribute a "notice of intent to film", explaining the date(s), time(s), location and general details of the film activity, to property owners and/or tenants within two hundred fifty feet of the location of the film site. If the film monitor receives written disapproval from more than twenty-five percent of residents and/or tenants within two hundred fifty feet of the film site within forty-eight hours of the delivery of the notice~~

~~of intent to film, the application for a city film permit shall be denied.~~

- ~~(f) Information regarding the exact number of cast and crew.~~
- ~~(g) Information regarding the dates and hours of film or photography activity.~~
- ~~(h) Information regarding the specific location and address of the film or photography activity.~~
- ~~(i) The name, phone number, physical address, and email address for the property owner(s) and the representative of the production.~~
- ~~(j) The exact amount/type of vehicles/equipment to be employed along with a parking plan.~~
- ~~(k) Information regarding activity which may cause public alarm, such as the use of any animals, gunfire, pyrotechnics, or low flying vehicles.~~

B. City Film Permit Issuance.

- (1) The city film monitor shall issue a permit as provided for in this chapter when, from a consideration of the application and from such other information as may be otherwise obtained, that the application complies with the provisions of this chapter and he or she finds that:
 - (a) The conduct of such activity will not unduly interfere with traffic or pedestrian movement or endanger public safety and that no streets will be completely closed to traffic for an unreasonable period of time. Forty-eight hours' advanced notice of any street closure shall be posted;
 - (b) The conduct of such activity will not unduly interfere with normal governmental or city operations, threaten to result in damage or detriment to public property, or result in the city incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant; and
 - (c) At the determination of the city's public works department as well as the Sierra Madre Police and Fire Departments, that the condition of such activity will not constitute a fire hazard or any other type of hazard and all proper safety precautions will be taken as determined by the heads of the aforementioned departments or their designees.
- (2) The city film monitor may condition the issuance of a city film permit by imposing reasonable requirements concerning the time, place and/or manner of film or photography activity. The applicant shall comply with any conditions or restrictions the city film monitor may impose as a condition to issuing a city film permit.
- (3) The decision of the city film monitor to issue, conditionally issue or not issue a city film permit shall be final unless appealed pursuant to Section 5.36.080.C.

C. Cost of Additional Services. If deemed necessary by the city film monitor, additional police, code enforcement, fire, and other city services shall be provided for the purpose of protecting, assisting and regulating the proposed

activity. The cost of providing such additional services shall be paid in advance to the city by the applicant for a city film permit. Additional city services will be provided and coordinated through the city film monitor.

- D. City Film Permit Cancellation. Scheduled film or photography activity may be canceled upon written notice to the city film monitor. If notice of cancellation is provided less than forty-eight hours before the approved start time, the holder of the city film permit will be charged for four hours of city employee time at the applicable rate for the scheduled employee.

5.36.065 – Area standards.

A. Residential Area Standards.

- (1) Total. Each parcel is limited to twelve productions per year.
- (2) Duration. Each production may not exceed a maximum of ten calendar days per month, inclusive of preparation, film, and strike days. The time between productions on a specific parcel must be at least fourteen days.
- (3) Timing. Film or photography activities are limited to the hours of 7:00 a.m. through 11:00 p.m. Monday through Saturday.
- (4) Noise. All noise shall be subject to Section 9.32.030 of this code.
- (5) Parking. All parking shall be subject to chapter 10.24 of this code. The request for no parking signs must be included in the application and, if approved, must be posted no later than 72 hours before the commencement of the requested no parking time.
- (6) Street closure. A traffic study shall be prepared and submitted with the application for any street closures.
- (7) Lighting. Lighting shall be hooded and directed downward to reflect away from adjoining properties.
- (8) Property owner or tenant approval. Applicants must secure the approval of the owner and tenant of the property where the proposed film or photography activity will take place.
- (9) Variance. Any variance from these standards may be conditionally approved by the city film monitor.

B. Non-Residential Area Standards.

- (1) Total. There is no limitation on the number of productions per year per parcel.
- (2) Duration. There is no limit on the number of days per production per month.
- (3) Timing. Film or photography activities are permitted twenty-four hours per day, seven days per week.
- (4) Noise. All noise shall be subject to Section 9.32.040.
- (5) Parking. All parking shall be subject to chapter 10.24 of this code. The request for no parking signs must be included in the application and, if approved, must be posted no later than 72 hours before the commencement of the requested no parking time.

- (6) Street Closure. A traffic study shall be prepared and submitted with the application for any street closures.
- (7) Lighting. Lighting shall be hooded and directed downward to reflect away from adjoining properties.
- (8) Property owner or tenant approval. Applicants must secure the approval of:
 - (a) fifty-one percent of property owners or tenants within a 250-foot perimeter of the parcel for film or photography activities between the hours of 7:00 a.m. through 11:00 p.m.
 - (b) seventy-five percent of property owners or tenants within a 250-foot perimeter of the parcel for film or photography activities between the hours of 7:00 a.m. through 11:00 p.m. if film or photography activities involves street closures.
- (9) The approval of property owners or tenants is not required for film or photography activities occurring between the hours of 11:00 p.m. through 7:00 a.m.
- (10) Variance. Any variance from these standards may be conditionally approved by the city film monitor.

5.36.070 - Revocation of city film permit.

- A. A city film permit may be revoked in writing by the city film monitor for the following reasons:
 - (1) Misrepresentation of production parameters or special effects on the permit application.
 - (2) Any violations of the Sierra Madre Municipal Code, state or federal law, and/or this ordinance~~the city's filming rules and regulations.~~
 - (3) Any violation of the conditions imposed on the city film permit.
- B. The Sierra Madre Police and Fire Departments are authorized to suspend any the following film or photography activity:
 - (1) unpermitted film or photography activity.
 - (2) permitted film or photography activity that violates federal, state, or local law, including the Sierra Madre Municipal Code.
 - (3) permitted film or photography activity that interferes with the provision of emergency services or city business. ~~not authorized by the necessary permit or when permit conditions are violated or where the city's filming rules and regulations, laws or ordinances are violated.~~

If either the Sierra Madre Police and/or Fire Departments suspend filming film or photography activity, such suspension shall be reported to the city film monitor who may revoke the permittee's city film permit under this section.
- C. The decision of the city film monitor to revoke a city film permit shall be final unless appealed pursuant to Section 5.36.080.

5.36.080 - Appeal procedures.

The decision of the city film monitor to issue, conditionally issue, not issue or revoke a city film permit may be appealed in writing within ~~five~~^{ten} working days of the decision by requesting a hearing of the city council at the next available meeting. The appeal must include copies of all pertinent material necessary to support the applicant's position on appeal. Written notice of the appeal must be mailed to residents within a two hundred fifty-foot radius of each filming location. Any actions of the city council shall be final. Such written request for an appeal shall be accompanied by a fee, as established by city council resolution.

5.36.090 - Rules and regulations.

The city film monitor is hereby authorized and directed to promulgate rules and regulations governing the time, place and manner of any film or photography activity within the city.

5.36.100 - City film permit fees.

- A. All fees, costs and charges associated with the issuance of a city film permit or associated with the regulation and enforcement of this chapter and the rules and regulations for film or photography activity shall be set forth in a schedule of fees, costs and charges adopted by city council resolution.
- B. Charitable films and student films will be subject to a discounted permit fee as they are not commercial in nature, but still impose a burden upon the community and city staff.

5.36.110 - Insurance requirements.

- A. At the discretion of the city film monitor, a certificate of insurance for general liability and automobile insurance shall accompany the application for a city film permit. Such insurance shall be in an amount not less than one million dollars naming the city of Sierra Madre, its officers, employees, agents and volunteers as additional insured for protection against claims of third persons for personal injuries, wrongful deaths, and property damage and to indemnify the city for damage to city property arising out of the applicant's film or photography activity. The certificate shall not be subject to cancellation or modification until after thirty days' written notice to the city. Such insurance shall be issued by a company permitted to do business in the state of California with an AM Best's rating of at least VIII-12. Such insurance shall be evidenced by the standard General Liability Special Endorsement Form mandated by the California Film Commission which will remain on file with the city's risk manager.
- B. An applicant shall conform to all applicable state requirements for worker's compensation insurance for all persons operating under a city film permit.

5.36.120 – Indemnification.

The applicant must submit with an application for a city film permit an indemnification agreement, on a form approved by the city attorney, in which the applicant agrees to defend, indemnify and hold harmless the city, its officers, agents, employees and volunteers from all claims and liability arising from or in connection with the film or photography activity and the issuance of the city film permit.

5.36.130 - Enforcement.

Notwithstanding any other penalty provided by this code or otherwise by law, any person who violates this chapter shall be guilty of a misdemeanor and in addition, the city may enforce the violation by means of a civil enforcement process through a restraining order, a preliminary or permanent injunction, or by any other means available by law.

Attachment B

California Film Commission received comments, Eric Klosterman, Permit Team Manager.

I have reviewed your proposed new filming ordinance. One question I have concerns “street closures”. Do requests to post “No Parking” signs constitute a street closure request? It appears that you have done away with signatures in residential areas except for street closures. As posting “No Parking” signs is a more frequent request, I feel the requirements for that should be spelled out in the ordinance.

A provision is made that small crews of 5 people or less do not need a permit. Is there any concern that these shoots should be on the City’s radar, in case they might conflict with a permitted activity? Perhaps a simple registration form giving the particulars of the shoot that could be cross-referenced against applications and permits but not create a lot of work for staff.

Section 5.36.065 – Area Standards - A Residential Area

- 5) Parking – does chapter 10.24 allow for posting of No Parking signs?
- 7) Property owner or tenant approval – Does this mean only that you don’t need a signed approval form? Obviously, the property owner/tenant must approve the use of their property for filming.

Section 5.36.065 – Area Standards – B Non- Residential Area

- 5) Parking – does chapter 10.24 allow for posting of No Parking signs?
- 7) Property owner or tenant approval – again the question about “NO Parking” signs

Section 5.36.070 – Revocation of City film permit

Production should be given a reasonable opportunity to correct any violations prior to revocation of permit.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SIERRA MADRE, CALIFORNIA, AMENDING CHAPTER
5.36 (COMMERCIAL PHOTOGRAPHY AND MOTION
PICTURE FILMING) OF TITLE 5 (BUSINESS LICENSES
AND REGULATIONS) OF THE SIERRA MADRE
MUNICIPAL CODE**

RECITALS

WHEREAS, some residents have expressed concerns regarding the impacts to their comfort and enjoyment at home due to noise, traffic, and lighting caused by commercial photography and motion picture filming;

WHEREAS, according to staff, the existing Commercial Photography and Motion Picture Filming ordinance does not adequately take into consideration the differences that exist and the potential adverse impacts associated with commercial photography and filming activities in residential versus non-residential areas of the City;

WHEREAS, the City submitted the draft ordinance to the California Film Commission pursuant to Government Code section 14999.21 on Thursday, March 24, 2022 and received the comments included as Attachment B on Tuesday, March 29, 2022;

WHEREAS, the Community Services Commission held a properly noticed meeting on Monday, April 18, 2022 and adopted Resolution [No.] recommending approval of this Ordinance 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 this reference.

SECTION 2. Amendment. Chapter 5.36 (Commercial Photography and Motion Picture Filming) of Title 5 (Business Licenses and Regulations) of the Sierra Madre Municipal Code is amended as stated in Attachment A, with ~~struck through~~ text denoting deletions and underlined text denoting additions.

SECTION 3. California Film Commission. The City Clerk is directed to submit a copy of this Ordinance to the Director of the California Film Commission.

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. Publication. The City Clerk shall cause this Ordinance to be published or posted in accordance with California Government Code Section 36933. She shall certify to the adoption of this Ordinance and her certification, together with proof of the publication, will be entered in the book of Ordinances of the City Council.

SECTION 6. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code Section 36937.

PASSED, APPROVED AND ADOPTED on this ____ day of ____, 20__.

Gene Goss, Mayor

I HEREBY CERTIFY the foregoing Resolution was duly adopted by the City Council of the City of Sierra Madre, California, at a regular meeting held on the ____ day of ____, 20__, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar, City Clerk
(seal)

File Attachments for Item:

2. Staff recommends that the Planning Commission approve Resolution No. 22-14 declaring the purchase of property located at 350 W. Sierra Madre Blvd., Sierra Madre, California 91024 ("Property") to be consistent with the Sierra Madre General Plan ("General Plan").



Planning Commission **STAFF REPORT**

William Pevsner, Chair
Thomas Denison, Vice-Chair
Peggy Dallas, Commissioner
John Hutt, Commissioner
Bob Spears, Commissioner

Vincent Gonzalez, Director
Planning & Community Preservation

TO: Chair Pevsner and Planning Commissioners

FROM: Aleks R. Giragosian , City Attorney

DATE: April 21, 2022

SUBJECT: CONSIDERATION OF RESOLUTION NO. 22-14 DECLARING THE PURCHASE OF PROPERTY LOCATED AT 350 W. SIERRA MADRE BLVD., SIERRA MADRE, CALIFORNIA 91024 TO BE CONSISTENT WITH THE SIERRA MADRE GENERAL PLAN

STAFF RECOMMENDATION

Staff recommends that the Planning Commission approve Resolution No. 22-14 declaring the purchase of property located at 350 W. Sierra Madre Blvd., Sierra Madre, California 91024 ("Property") to be consistent with the Sierra Madre General Plan ("General Plan").

ALTERNATIVES

1. Approve Resolution No. 22-14 with modifications
2. Deny Resolution No. 22-14
3. Continue consideration of Resolution No. 22-14

ANALYSIS

Background:

On March 8, 2022, the City Council met in closed session and authorized City Manager Jose Reynoso to negotiate the price and terms of payment for the property located at 350 West Sierra Madre Boulevard, Sierra Madre, California 91024 ("Property"). The Property is owned by Bank of America and formerly operated as a bank. Included as Attachment A is the sales brochure for the Property containing more detail regarding the building and site.

On April 5, 2022, the City Council held a special meeting and adopted Resolution No. 22-15 approving a purchase and sale agreement negotiated by the City Manager (“Agreement”). The Agreement authorizes the acquisition of the Property for a maximum of \$3,400,000.00. Included as Attachment B is a copy of the Agreement.

City Council Resolution No. 22-15 also directs the Planning Commission to determine whether the acquisition of the Property is consistent with the City’s General Plan pursuant to Government Code section 65402. The Property is proposed to be converted into a new Police Department headquarters. Included as Attachment C is a copy of City Council Resolution No. 22-15.

General Plan Consistency:

Government Code Section 65402, requires, in relevant part, that, where a city has adopted a general plan, no real property may be acquired “until the location, purpose and extent of such acquisition . . . have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof.”

The acquisition of the Property is consistent with General Plan Objectives L42 and C1 and Policy L42.1.

Objective L42 states, “Providing for the development of public institutional uses such as civic buildings, educational facilities, libraries, etc., in locations where these uses already exist and ensure that they are compatible with and complement adjacent land uses.” The conversion of the bank into the police department headquarters provides for the development of a public institutional use near other institutional uses. It is compatible with and complements adjacent land uses as the building would be located between the Sierra Madre Library and the Civic Center.

Policy L42.1 states, “Allow for the development of a governmental agency or services building (administrative, police, fire) which is easily accessible to residents and other users.” The new police department building would be located along Sierra Madre Boulevard, which is the City’s main throughfare, and conveniently located within walking distance of the both the library and the Civic Center.

Objective C1 states, “Having sufficient resources and training to achieve an exceptional level of public safety.” One resource the police department needs is a new facility. The police department has outgrown the currently facility and requires more space. The existing building was constructed in the mid-1970s to accommodate a staff with half as many employees. Currently, the police department employs 20 full-time employees and several part-time employees and volunteers. The issue of space was compounded when the City’s volunteer Fire Department was converted into a career Fire Department. In 2012, the Fire Department employed 3 full-time captains and 1 part-time captain. Today, the Fire Department employs over 10 full-time staff.

The shortage of space at the current facility is impacting the level of service and has led to potentially problematic situations. For example, evidence, including seized illegal weapons, are kept in the same room as the armory. The evidence room is directly below firefighters' sleeping quarters and when malodorous evidence is seized, such as marijuana, the smell permeates the room upstairs. Dispatchers are forced to take calls in front of guests at the front counter. Police vehicles, which often contain rifles or shotguns and may contain potentially dangerous detained individuals, are parked in lots accessible to the public. The fire department does not have a training room, conference room, or supply room due to the shortage of space.

For the reasons stated above, the acquisition of the Property is consistent with the General Plan.

CEQA / ENVIRONMENTAL

The purchase of the Property is categorically exempt under 14 CCR 15301 as the acquisition of a private structure involving negligible or no expansion of existing or former use. The former bank will be converted into a police department building. Any renovations to the building will be subject to a subsequent City Council authorization requiring CEQA review. Further, the purchase of the Property is exempt under 14 CCR 15061(b)(3), because the purchase is "covered by the common sense exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The acquisition of the Property will only change the ownership of the building and will not result in any expansion of the use.

PUBLIC NOTICE

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

Attachments:

- | | |
|---------------|--|
| Attachment A: | Sales Brochure for Property |
| Attachment B: | Purchase and Sale Agreement |
| Attachment C: | City Council Resolution No. 22-15 |
| Attachment D: | Planning Commission Resolution No. 22-14 |



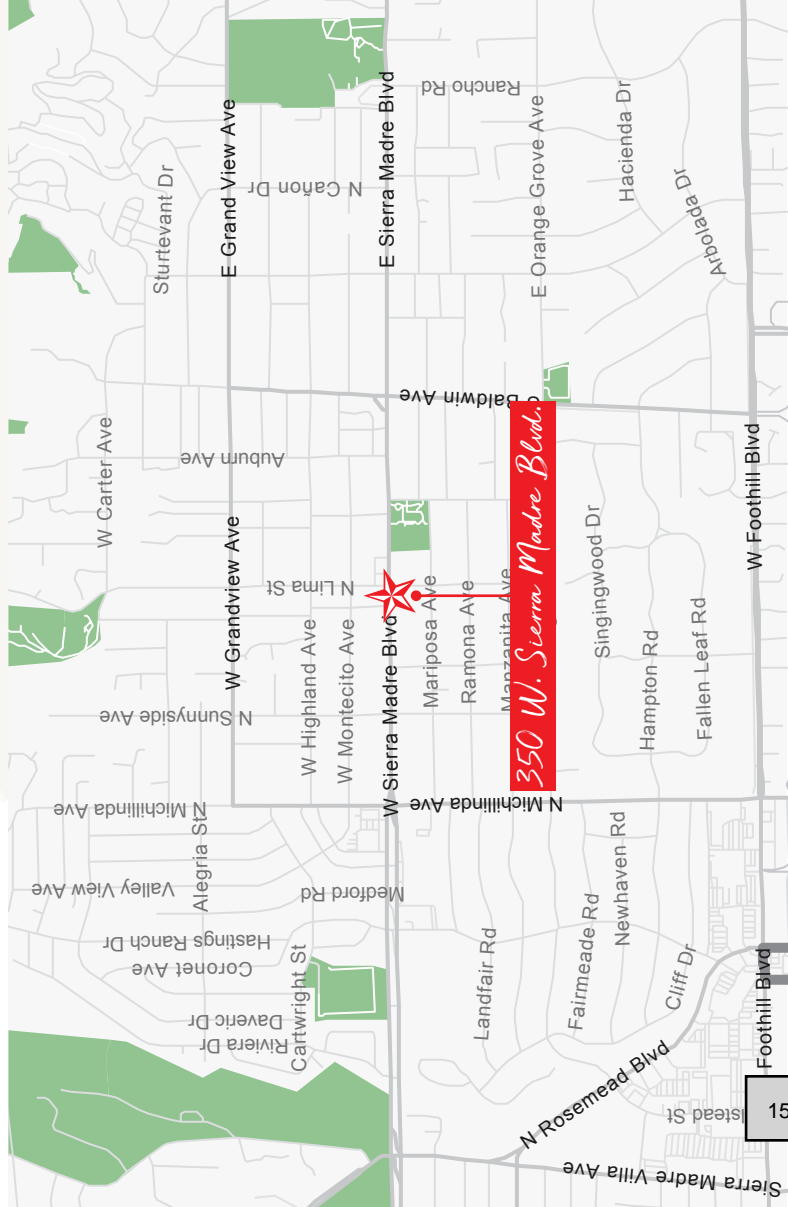
350 W. Sierra Madre Blvd.

SIERRA MADRE, CA DEVELOPMENT SITE

The Offering

JLL is pleased to offer 350 W. Sierra Madre Blvd (the “Property” or “Site”), a roughly 0.40-acre development opportunity located in picturesque Sierra Madre, California. The Property is located within the city’s charming downtown shopping district, a popular landmark for visitors and residents. The Site is improved with a two-story building that has a former banking center on the ground floor and office space on the second floor; as well as a surface parking lot. The Property’s “Commercial” zoning allows for a range of redevelopment options including retail, office, and multifamily. The offering is an outstanding infill development site in one of the most scenic suburban communities along the foothills of the San Gabriel Mountains.

INVESTMENT HIGHLIGHTS



Rare Infill Site. Rare infill development opportunity located in the picturesque city of Sierra Madre along the main commercial thoroughfare.



Favorable Zoning. Commercial zoning allows for a range of uses including retail, office, and multifamily.



Thriving City. Affluent city with large proportion of college-educated residents and strong buying power.



Best of Suburban Living. City boasts old time charm with over 50 historical landmarks, numerous eateries and boutiques, and enviable outdoor recreation.



Robust Housing Market. Home values continue to rise, with median home values close to \$1 million. The city is a desirable place to live due to its idyllic suburban lifestyle, top-rated public schools, and beautiful outdoor amenities.

Investment Summary

PROPERTY DESCRIPTION

The subject Property is located at 350 W. Sierra Madre Blvd. in the downtown district of Sierra Madre. Downtown Sierra Madre is home to numerous eateries and boutiques set against the stunning backdrop of the San Gabriel Mountains to the north. The Site is a corner lot that slopes downward to the south and is currently improved with a two-story building and parking lot. The ground floor of the building houses a former banking center and the second floor consists of office space.

SITE DETAILS

Property Size	0.39 Acres (17,164 SF)
Address	350 W. Sierra Madre Blvd.
City	Sierra Madre
Building Size	9,020 SF
Floors	2
Year Built	1964
APN	5768-021-008 & 5768-021-030
Zoning	Commercial
Primary Major Route	Sierra Madre Blvd
Current Use	Former Banking Center
Existing Parking Spaces	24

Existing Zoning

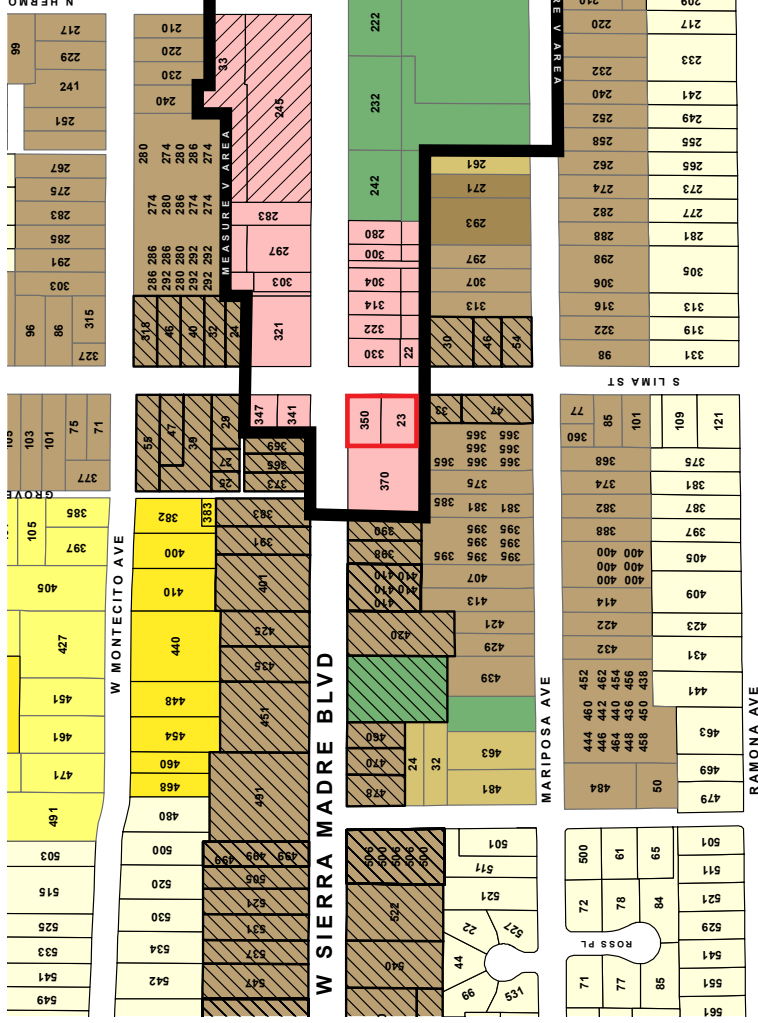
The Property is zoned "Commercial" ("C") per Sierra Madre's Zoning Code. The Commercial zone allows:

- Retail
- Office
- Multifamily

DUE DILIGENCE

Due Diligence materials can be found at www.bankingcentersforsale.com. Bid Due Date – 1/28/2022.

This summary is based on JLL analysis. Please refer to Sierra Madre zoning documents and State incentive programs for more information.



ZONING

"R-1"	Residential Single Family (7,500 sqft. min.)
"R-1.5"	Residential Single Family (9,000 sqft. min.)
"R-1.1"	Residential Single Family (11,000 sqft. min.)
"R-1.15"	Residential Single Family (15,000 sqft. min.)
"R-2"	Two-Family Residential
"R-3"	Multiple Family Residential
"R-3H"	Multiple Family Residential High Density
"RC"	Residential Canyon
"H"	Hillside Residential
"OS"	Open Space
"C/CP"	Civic & City Park
"C"	Commercial
"M"	Manufacture
"I"	Institutional
"BHSP"	British Home Specific Plan
"KSPO"	Kensington Specific Plan Overlay
"SHSP"	Senior Housing Specific Plan
	Not in Jurisdiction
"R-E"	Residential Entrepreneur Overlay
	Tentative Zone Split

Zone	C – Commercial
Max Density	13 dwelling units/acre
Max Floor Area Ratio	1.0
Setbacks	Front: 5' Sides: 10' Rear: 15' Adjacent to Residential Zones: 10'
Height limit	30', 2 stories

Sierra Madre

Sierra Madre is an affluent city located along the foothills of the San Gabriel Mountains, bordered by the city of Pasadena to the west, Arcadia to the south and east, and the Angeles National Forest to the north. Encompassing just three square miles, the city boasts an old time charm, with over 50 historical landmarks including Lizzie's Trail Inn and The Richardson House.

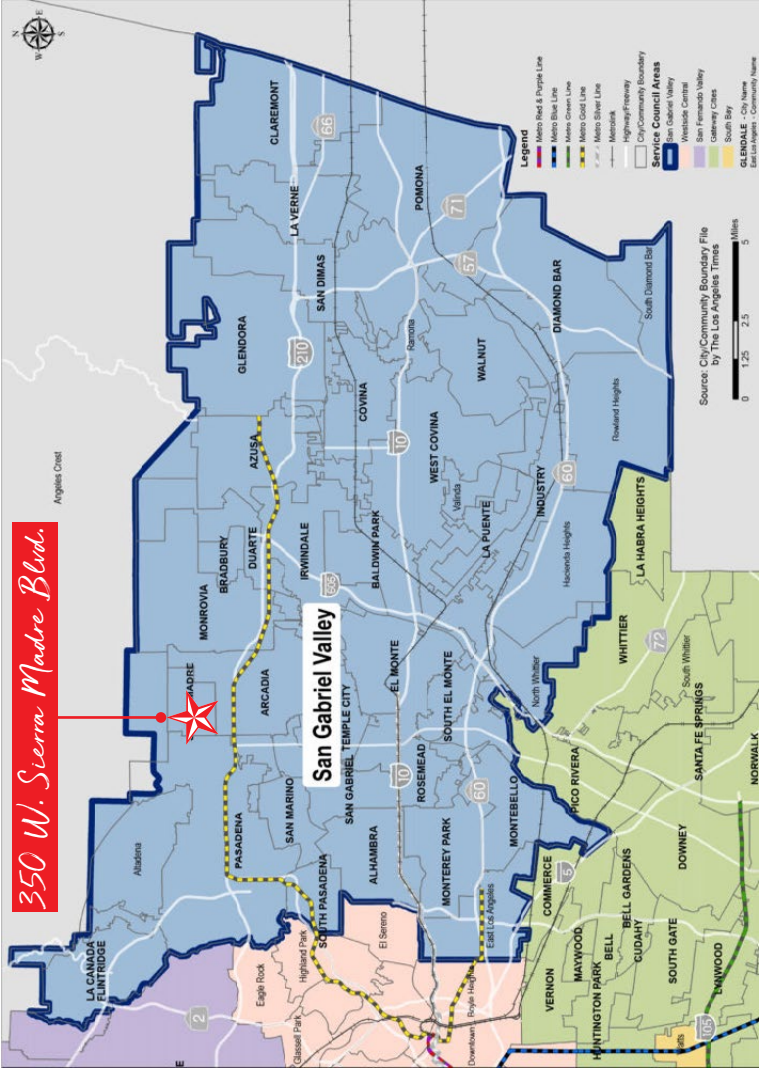
The city is also known for the Sierra Madre “Wistaria,” the world's largest flowering plant, which has grown to over 250 tons. The city holds its annual Wistaria Festival to commemorate this horticultural treasure and allow for public viewing. Other attractions include the Sierra Madre Playhouse, the historic Hotel Shirley, and Waldo Ward gourmet foods. Sierra Madre also has excellent outdoor recreational amenities including the Sierra Madre Historical Wilderness Area and the Mount Wilson Trail.

DEMOGRAPHICS

Population	10,932
Number of Households	4,664
Median Household Income	\$100,988
Median Home Value	\$969,700
Median Age	49
% Bachelor's Degrees or Higher	60.8%



Source: metro.net, cityofsierramadre.com, pasadenamag.com, foursquare.com



8025 Santa Monica Boulevard – Los Angeles, CA | 4

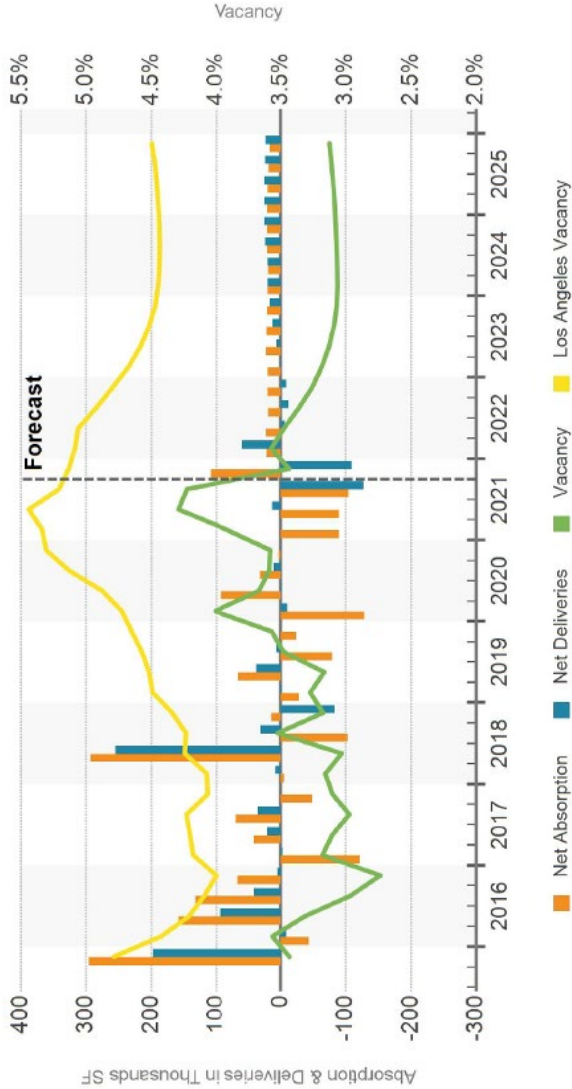
Retail

The subject Property is located in the Western San Gabriel Valley retail submarket, which also includes the cities of Arcadia, Monrovia, Duarte, Monterey Park, Rosemead, Temple City, Alhambra, and El Monte. Vacancy is currently at 3.4%, which is lower than the metro average of 5.2%. Grocers have been actively seeking space in this submarket, including TS Emporium, an Asian grocery store, which signed a 22,000-SF lease in October 2021 at 5439 N. Rosemead Blvd. Most other leases tend to be smaller retailers with an average size of 2,500 SF. Rents average roughly \$30 per square foot, although rent abatement has been common throughout the pandemic.

Supply side pressure in this submarket is low, with only 56,000 net SF delivered over the past five years. An additional 48,000 SF of retail located at the Shops and Residences at Hyatt Place San Gabriel is expected to deliver at the end of 2021. Additional standalone retail is planned near the Duarte Metro Station near new multifamily projects.

In terms of sales, the average price per square foot is \$350 with a cap rate of 5.4%. Notable transactions during 2021 include Realty Income Corporation's purchase of a 9-acre Lexus dealership in El Monte for \$51.4 million (\$176 per SF), Martin Management Group's acquisition of Ross Nissan in El Monte for \$14.5 million, and the sale of a Ralph's grocery store at 9450 Las Tunas Drive in Temple City for \$7.3 million (\$361 per SF).

NET ABSORPTION, NET DELIVERIES & VACANCY



Source: CoStar

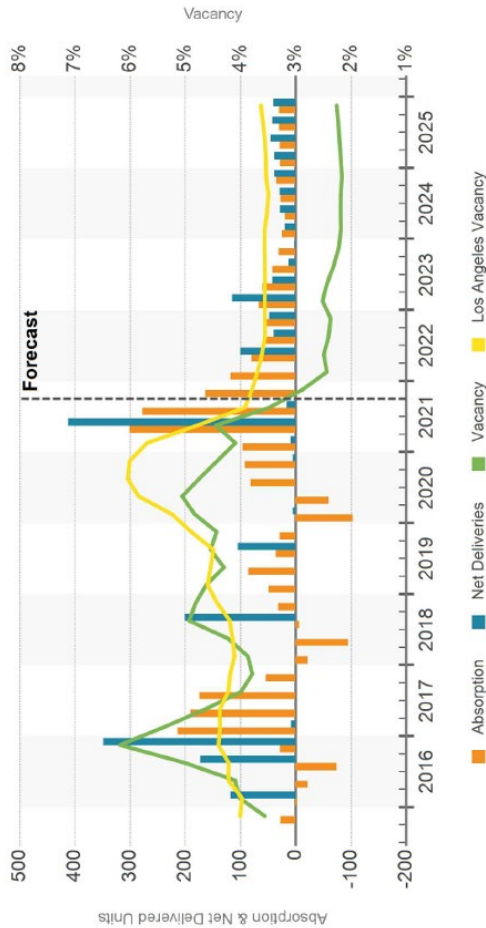
Multifamily

The subject Property is located within the Pasadena multifamily submarket, which also includes La Crescenta-Montrose and La Canada-Flintridge. This submarket has seen robust tenant demand during 2021, with vacancy currently at 3.3%, below the 20-year average of 4.7%. The submarket has a considerable population of college-educated residents and tech workers that have attracted high-end multifamily development in recent years. Rents have grown 7.5% over the past 12 months and are currently at \$2,250, roughly 10% higher than the metro average.

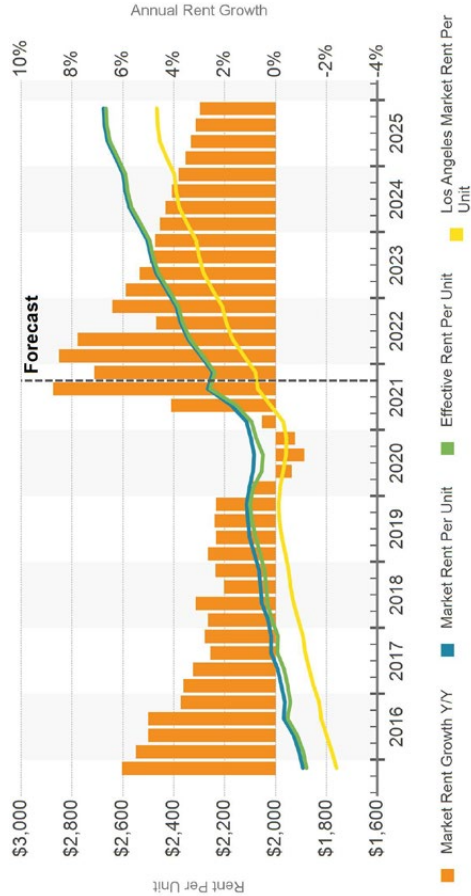
In terms of the development pipeline, there are currently 360 units underway, which includes the MW Lofts, a 115-unit project in the Pasadena Playhouse District expected to deliver in 2023. Recent deliveries include the 394-unit AMLI Old Pasadena completed in the second quarter of 2021, as well as Greystar's two Pasadena projects, the 173-unit Hudson and the 201-unit Avila, both fully delivered in 2018.

Average pricing in this submarket is \$430,000 per unit, roughly 15% above the metro average. The average cap rate is 4.0%, slightly below the Greater Los Angeles market. Notable sales include Waterford's acquisition of the Residences at Watergate and The Hudson, both in Pasadena, for \$335 million in June 2021. Waterford intends to convert both properties to middle-income housing through a partnership with the California Statewide Communities Development Authority.

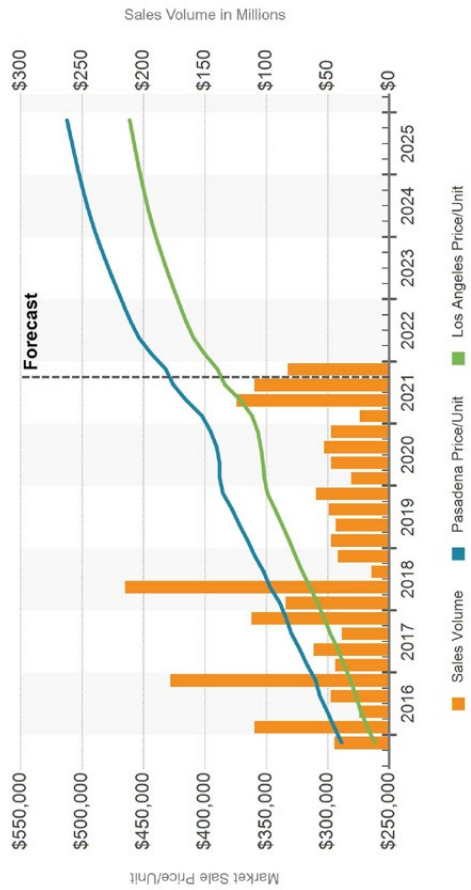
ABSORPTION, NET DELIVERIES & VACANCY



MARKET RENT PER UNIT & RENT GROWTH



SALES VOLUME & MARKET SALE PRICE PER UNIT



Transaction Guidelines

The property sale is being distributed exclusively by Jones Lang LaSalle (“JLL”) to a select group of pre-qualified investors. The prospective investor will be selected by Owner in its sole and absolute discretion based on a variety of factors including, but not limited to:

- Sale price and terms;
- Financial strength;
- Development plan;
- Level of Property due diligence completed; and
- Thoroughness of Property underwriting.

All offers must be presented on the seller’s purchase and sale agreement found on the property due diligence website.

JLL will be available to assist prospective investors to arrange on-site inspections and to answer any questions related to information contained in this Offering Memorandum.



Contact Information

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515 South Flower Street, Suite 1300 | Los Angeles, CA 90071

www.us.jll.com/capitalmarkets

DISCLAIMER

Materials contained in this Investment Offering Memorandum are confidential, furnished solely for the purpose of considering the purchase of 621 S. Catalina (the "Property") located in Los Angeles, California, described herein, and are not to be used for any other purpose or to be made available to any other person without the express written consent of Jones Lang LaSalle ("JLL"). The material is based, in part, upon information supplied by Seller and, in part, upon information obtained by JLL from sources they deem to be reliable. Summaries contained herein of any legal documents are not intended to be comprehensive statements of the terms of such documents, but rather are outlines of some of the principal provisions contained therein. No warranty or representation, expressed or implied, is made by Seller, JLL or any of their related entities as to the accuracy or completeness of the information contained herein. Prospective buyers and investors should make their own investigations, projections and conclusions. Interested buyers should be aware that the Seller is selling the Property in "AS IS" CONDITION WITH ALL FAULTS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE. It is expected that prospective buyers and investors will conduct their own independent due diligence concerning the Property, including, without limitation, such engineering and environmental inspections as they deem necessary to determine the condition of the Property and the existence or absence of any potentially hazardous materials used in the construction or maintenance of the Property. No representations, expressed or implied, are made as to the foregoing matters by Seller, JLL or any of their officers, trustees, employees, affiliates and/or agent. Information contained in this Investment Offering Memorandum is further governed by the Confidentiality Agreement.

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California License #01223413

Name of Property: Sierra Madre CA8-155
 Address: 350 W. Sierra Madre Blvd., 23 S. Lima
 St., Sierra Madre, CA 91024
 County and State: Los Angeles County,
 California

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made between BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (“**Seller**”), and City of Sierra Madre (“**Purchaser**”).

In consideration of the mutual covenants herein contained, Seller and Purchaser agree as follows:

1. PURCHASE AND SALE

1.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (herein called the “**Property**”):

(a) **Land.** That certain tract of land (the “**Land**”) more particularly described on Exhibit A, attached hereto and incorporated herein by reference together with all improvements, if any, located thereon;

(b) **Easements.** All easements, if any, benefiting the Land;

(c) **Rights and Appurtenances.** All rights and appurtenances pertaining to the foregoing, if any, including any right, title and interest of Seller, if any, in and to adjacent streets, alleys or rights-of-way;

(d) **Improvements.** All improvements (the “**Improvements**”) in and on the Land; and

(e) **Tangible Personal Property.** Subject to the provisions of Section 9.2 and Section 9.3 hereinafter, all of Seller’s right, title and interest in all appliances, fixtures, equipment, machinery, furniture, carpet, drapes and other personal property, if any, owned by Seller and located on or about the Land and the Improvements not removed by Seller by the Closing Date (the “**Tangible Personal Property**”).

2. PURCHASE PRICE

2.1 **Purchase Price.** The purchase price (the “**Purchase Price**”) for the Property shall be three million four hundred thousand dollars AND NO/100 DOLLARS (\$ 3,400,000 .00) and shall be paid by Purchaser to Seller at the Closing (as defined in Section 6.1). The Purchase Price shall be payable at Closing in United States currency as provided in Section 6.6(a) below.

3. EARNEST MONEY

3.1 Earnest Money. Within two (2) business days after the date this fully executed Agreement has been delivered to Purchaser, in accordance with Section 10.1 of this Agreement, Purchaser shall deliver to FIRST AMERICAN TITLE INSURANCE COMPANY (the “**Escrow Agent**”), as escrow agent, at 201 South College St., Suite 1440, Charlotte, NC 28244, Attn: Jarrett Hayes, 704.405.3209, jahayes@firstam.com, by cashier’s check at the address in Section 10.1 hereof or by wire transfer to such account as directed by Escrow Agent a deposit in an amount equal to ten percent (10%) of the Purchase Price in United States dollars (such amount, together with all interest, if any, earned thereon being referred to as the “**Earnest Money**”), together with an executed W-9 form if Purchaser desires to have Escrow Agent invest such Earnest Money in an interest bearing account. The Earnest Money shall be held in accordance with the Earnest Money Escrow Agreement Terms attached to this Agreement as Exhibit B. Seller shall have the option to declare a default and Terminate this Agreement if the Earnest Money and the executed W-9 form are not delivered to the Escrow Agent within such time. As used herein, “**Terminate**” and/or “**Terminated**” shall mean the termination of this Agreement, by Purchaser or Seller as applicable as expressly set forth in this Agreement, in which event thereafter neither party hereto shall thereafter have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives the termination of this Agreement. The Earnest Money shall be non-refundable for any reason, except Seller’s default, and is effectively option money to induce Seller to sell the Property to Purchaser in accordance with this Agreement. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price.

4. CONDITIONS TO CLOSING

4.1 Title Commitment, Survey and Phase I.

(a) Prior to the execution of this Agreement, Seller has delivered or made available to Purchaser for Purchaser’s review, among other items, (i) a commitment for title insurance (the “**Title Commitment**”) for an Owner’s Policy of Title Insurance issued by First American Title Insurance Company (the “**Title Company**”); (ii) a survey of the Property (the “**Survey**”); and (iii) a Phase I environmental site assessment of the Property (“**Phase I**”).

(b) Seller shall deliver to Purchaser within thirty (30) days after full execution of this Agreement for the Property, (i) if Purchaser desires to purchase an Owner’s Policy of Title Insurance and desires to incur further costs (beyond those set forth in Section 6.4) with respect thereto, an endorsement or its equivalent to the Title Commitment (the “**Endorsement**”), naming Purchaser as the insured and updating the effective date of the Title Commitment; and (ii) a Survey certified to Purchaser and updating the effective date of the Survey, if required by the Title Company, but only if Purchaser desires such update and desires to incur further costs (beyond those set forth in Section 6.4) with respect thereto, if any. Purchaser shall be required to accept title insurance from Seller’s Title Company and title agent, and by execution of this Agreement, Purchaser agrees that said title agent shall close the transaction contemplated by this Agreement. Seller shall not be obligated to cure or satisfy any new requirements and exceptions contained on the Endorsement or updated Title Commitment and shall not be obligated to cure any new matters disclosed by the Survey certified to Purchaser.

(c) The conveyance of the Property shall be subject to certain Permitted Exceptions. The term “**Permitted Exceptions**”, as used herein, shall mean (i) the title exceptions listed in

Purchaser’s Initials

Schedule B of the Title Commitment, (ii) any general exceptions and exclusions contained in the standard owner's policy of the Title Company that are not deleted pursuant to the Owner's Affidavit, and (iii) the exceptions listed on Exhibit C hereto.

(d) Seller shall deliver to Purchaser within ten (10) days after full execution of this Agreement a copy of the Commercial Real Property Owner's Guide to Earthquake Safety (including whether or not the Property is situated in a Special Study Zone as designated under the Alquist-Priolo Special Earthquake Studies Zone Act, which may subject construction or development of the Property to the findings of an acceptable geologic report).

4.2 Inspection. Upon forty-eight (48) hours prior request, Purchaser may inspect the Property at any reasonable time on or before thirty (30) days after the date of this Agreement for the purpose of conducting such investigations and inspections as Purchaser shall deem appropriate, including but not limited to obtaining geotechnical reports and obtaining building reports, but excluding any Phase II environmental site assessment without Seller's express written consent, which may be withheld in Seller's sole discretion (the "**Inspection Period**"). Purchaser acknowledges that the Property is comprised of banking centers and agrees that Purchaser must be accompanied by a representative of Seller when inspecting the Property and that certain inspections must occur after business hours. Purchaser may Terminate this Agreement by notifying Seller in writing prior to the expiration of the Inspection Period, for any reason in Purchaser's sole discretion, provided the Earnest Money shall not be refundable to Purchaser, and the Earnest Money shall be paid to Seller. In the event Purchaser does not give such notification to Seller in writing prior to the expiration of the Inspection Period, Purchaser shall be deemed conclusively to have waived its right to Terminate under this Section 4.2. Purchaser shall bear the cost of all such inspections and investigations of the Property. Purchaser shall be liable for all costs and expenses, and for damages or injury to any person or property resulting from any inspection, and Purchaser shall indemnify and hold harmless Seller from any liability, claims or expenses (including, without limitation, construction liens and/or reasonable attorneys' fees) resulting therefrom. The obligations of Purchaser set forth in this Section 4.2 shall survive Closing or the termination of this Agreement, as applicable.

4.3 Confidentiality. All information provided by Seller to Purchaser or obtained by Purchaser relating to the Property in the course of its review, including, without limitation, any environmental assessment or audit, shall be treated as confidential information by Purchaser and Purchaser shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information. Purchaser will not, except with the express prior written consent of Seller, directly or indirectly, (a) disclose or permit the disclosure of any information to any person or entity, except persons who are bound to observe the terms hereof, or (b) use or permit the use of all information pertaining to the Property (1) in any way detrimental to the Seller or (2) for any purpose other than evaluating the contemplated purchase of the Property. Purchaser agrees, that if the Closing does not occur, Purchaser will promptly return to the Seller or its authorized agent all written or tangible information pertaining to the Property, including all copies or extracts thereof, and all notes based upon the information. Neither the Seller, nor any of its officers, directors, employees, agents or representatives, shall be deemed to make or have made any representation or warranty as to the accuracy or completeness of any information pertaining to the Property or whether or not the information provided constitutes all of the information available to the Seller; and neither the Seller nor any of its officers, directors, employees, representatives or agents shall have any liability resulting from Purchaser's use of any information pertaining to the Property. Notwithstanding anything to the contrary set forth in this Agreement, the obligations of Purchaser set forth in this Section 4.3 shall survive the Closing or the termination of this Agreement, as applicable.

Purchaser's Initials

JR

4.4 Termination. If this Agreement is Terminated for any reason, Purchaser shall, within ten (10) days of such termination, deliver to Seller copies of the Title Commitments, Surveys, and any updates, all feasibility studies, engineering reports, environmental reports and all other information obtained by Purchaser with respect to the Property. The obligations of Purchaser set forth in this Section 4.4 shall survive termination of this Agreement.

5. NO REPRESENTATIONS OR WARRANTIES BY SELLER;
ACCEPTANCE OF PROPERTY; COVENANTS BY SELLER

5.1 Disclaimer. PURCHASER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE AND DO NOT MAKE, AND SELLER AND ITS AGENTS SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THE DEED, AS DEFINED BELOW), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR THE OPERATION THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY APPLIANCES, FIXTURES, EQUIPMENT, MACHINERY, FURNITURE, VAULTS AND VAULT DOORS (IF ANY ARE SO LOCATED IN THE PROPERTY), OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER AND ITS AGENTS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, CALIFORNIA HEALTH & SAFETY CODE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW), MOLD OR MILDEW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR ITS AGENTS AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER AND/OR SELLER'S AGENTS (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, MOLD OR MILDEW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

Purchaser's Initials

SELLER AND ITS AGENTS ARE NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION 5.1 SHALL SURVIVE THE CLOSING.

5.2 Hazardous Materials. "**Hazardous Materials**" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("**CERCLA**") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("**RCRA**") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

5.3 Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

5.4 Environmental Risks. Purchaser acknowledges that there are, or may be, certain environmental issues and/or risks with respect to the Property.

5.5 Indemnity. Purchaser hereby expressly acknowledges that from and after the Closing, Purchaser shall be responsible and liable for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements in accordance with all Environmental Requirements, including the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all other applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Furthermore, from and after Closing, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, costs, damages or other liability, including attorney's fees, incurred by Seller as a result of any Hazardous

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Materials being located now or previously on the Property or in the Improvements or as a result of Purchaser's failure to comply with the requirements of this Section in connection with Purchaser's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements. This Section shall survive the Closing of this Agreement.

5.6 Release. Purchaser, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges Seller, its officers, directors, shareholders, employees, agents, attorneys, brokers, property managers, representatives, and any other persons acting on behalf of Seller and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Property or the Improvements (including, but not limited to, any vault that may be located in the Property and the access and operation of any such vault and the door(s) thereof, including any keys or codes with respect thereto obtained by Purchaser) including, without limitation, any Hazardous Materials in, at, on, under or related to the Property or the Improvements, or any violation or potential violation of any Environmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this Section shall survive the Closing or termination of this Agreement.

THIS RELEASE INCLUDES CLAIMS OF WHICH PURCHASER IS PRESENTLY UNAWARE OR WHICH PURCHASER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY PURCHASER, WOULD MATERIALLY AFFECT PURCHASER'S RELEASE TO SELLER. PURCHASER SPECIFICALLY WAIVES THE PROVISION OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

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Notwithstanding anything to the contrary set forth herein, this release shall survive the Closing or termination of this Agreement.

5.7 Natural Hazard Disclosures. Purchaser hereby waives any obligation of Seller to deliver a report detailing the natural hazards affecting the Property prepared by an independent third party pursuant to California Civil Code Sec. 1102.4. Seller shall make the natural hazard disclosures pursuant to California Government Code Sections 8589.3, 8589.4 and 8589.5, and California Public Resources Code Sections 2621.9, 2694 and 4136.

6. CLOSING

6.1 Closing. The closing (the "**Closing**") shall be held on a date determined by Seller (the "**Closing Date**"), which shall be the later of (i) if applicable, thirty (30) days after the banking center located on the Property has closed for business, if the banking center is operational on the Effective Date of this Agreement, or (ii) thirty (30) days after the expiration of the Inspection Period (the "**Closing Deadline**"), provided Seller shall have the right to extend the Closing Deadline for up to an additional thirty (30) days. The Closing shall be held in escrow by delivering all documents and the Purchase Price

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to the Escrow Agent, or its designee, on or before the Closing Deadline, unless the parties mutually agree upon another time or date.

6.2 Possession. Possession of the Property shall be delivered to Purchaser at the Closing, subject to the Permitted Exceptions.

6.3 Proration: Taxes. At Closing, pro-rations of income and expense and the apportionment of taxes shall be as follows:

(a) All prorations of income, expense and taxes shall be made as of midnight of the day prior to the Closing. Taxes shall be prorated based upon the maximum allowable discount and other applicable exemptions. If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation based upon the maximum allowable discount and other applicable exemptions. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree that there shall be no post-closing adjustment of the tax proration. If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be determined by Seller in its reasonable discretion. If, as of the Closing, the Property is not being treated as a separate tax parcel, then Purchaser shall, at its sole cost and expense, use diligent best efforts to ensure that the Property is assessed separately for tax and assessment purposes within no more than one year from the Closing Date.

(b) The agreements of Seller and Purchaser set forth in this Section 6.3 shall survive the Closing.

6.4 Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, all of the cost of the preparation of the Deed (as defined in Section 6.5 (a) below), any documentary stamps or transfer taxes on the deed and surtax, if any (exclusive of any that, under state or local laws, are imposed on the buyer or grantee), and certified and pending special assessment liens for which the work has been substantially completed, and Purchaser shall pay, on the Closing Date, the cost of the Title Commitment, including, without limitation, the cost of any title searches or abstracts of the Property, and the premium for the Owner's Policy, all recording costs, intangible tax on any mortgage, documentary stamps or tax on any note, pending special assessment liens for which the work has not been substantially completed, the cost of any inspections conducted by or for the benefit of Purchaser, including, but not limited to, any zoning, permitting or other certification that may be obtained by Purchaser or that may be required to be delivered to Purchaser by any governmental authority as a condition to the conveyance of the Property from Seller to Purchaser, and any other customary charges and costs of closing. In addition, Purchaser shall reimburse Seller for the cost of (a) the Title Commitment and any search fees, the Survey, and the Phase I, which costs are, as of the date hereof, \$335.00 for the costs of the initial Title Commitment, \$4,350.00 for the costs of the initial Survey, and \$1,900.00 for the costs of the initial Phase I, and which costs for Survey and Phase I are in accordance with the rates negotiated by Seller with the vendors, and (b) any recertifications, endorsements and updates thereof required in connection herewith. Notwithstanding the foregoing, in the event Purchaser assigns this Agreement after the full execution of this Agreement, provided Purchaser receives Seller's consent for said assignment as outlined in Section 10.8 below, Purchaser shall be responsible for Seller's attorney's fees associated with said assignment in the amount of \$750.00. Except as otherwise provided herein, each party shall pay its own attorneys' fees. Purchaser shall pay the cost of any escrow fees, closing fees, and any fees to prepare the Closing Statement (as defined in Section 6.5 (f) below) charged

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by the Escrow Agent. The premiums for the title insurance policies shall be at the rates promulgated by the state or recording district, as applicable, where the Property is located.

6.5 Seller's Obligations at the Closing. At the Closing, Seller shall deliver to Escrow Agent, or its designee, each of the following documents but in no event earlier than the delivery to Seller of all of the proceeds of sale of the Property by wire transfer or immediately available U.S. funds:

(a) Deeds. A Special Warranty Deed in the form approved for or otherwise customarily used for conveyances in the recording district in which the Property is situated (the "**Deed**") properly executed by Seller for recording and conveying the Property and the Improvements located thereon to Purchaser subject to no exceptions other than the Permitted Exceptions.

(b) Evidence of Authority. Copy of such documents and resolutions as may be acceptable to the Title Company, so as to evidence the authority of the person signing the Deed and other documents to be executed by Seller at the Closing.

(c) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.

(d) Owner's Affidavits. An executed affidavit or other document for the Property acceptable to the Title Company in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession, and insuring the "gap."

(e) Bill of Sale and Assignment. Bill of Sale and Assignment for the Property (the "**Bill of Sale**") executed by Seller and Purchaser assigning to Purchaser the Tangible Personal Property, in the form attached to this Agreement as Exhibit D.

(f) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc. (the "**Closing Statement**").

(g) California Form 593-C. A properly executed California Form 593-C or other evidence sufficient to establish that Purchaser is not required to withhold any portion of the Purchase Price pursuant to Sections 18805 and 26131 of the California Revenue and Taxation Code.

(h) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement, provided Seller shall not be required to cure any title objections.

6.6 Purchaser's Obligations at the Closing. At the Closing, Purchaser shall deliver to Seller the following:

(a) Purchase Price. The Purchase Price by wire transfer of immediately available U.S. fund.

(b) Evidence of Authority. Such consents and authorizations as Seller may reasonably deem necessary to evidence authorization of Purchaser for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Purchaser in connection with Closing.

(c) Bill of Sale and Assignment. Bill of Sale and Assignment for the Property (the “**Bill of Sale**”) executed by Seller and Purchaser assigning to Purchaser the Tangible Personal Property, in the form attached to this Agreement as Exhibit D.

(d) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc. (the “**Closing Statement**”).

(e) California Filing. A properly executed Preliminary Change of Ownership Report.

(f) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

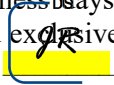
7. RISK OF LOSS

7.1 Condemnation. If, after the date of this Agreement and prior to the Closing, action is initiated to take the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) Terminate this Agreement, or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing. If, prior to the date of this Agreement, an action has been initiated to take any of the Property by eminent domain proceedings or by deed in lieu thereof, any award made by the condemning authority shall be paid to Seller and the portion of the Property taken shall be deleted from the Property without a reduction in the Purchase Price.

7.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property and its Improvements suffer any damage in excess of \$100,000.00 prior to the Closing from fire or other casualty, which Seller, at its sole option, does not repair, Purchaser may either (a) Terminate this Agreement, or (b) consummate the Closing, in which latter event the proceeds of any insurance not exceeding the Purchase Price and covering such damage shall be assigned to Purchaser at the Closing. If the Property and its Improvements suffer any damage less than or equal to \$100,000.00 prior to the Closing, Purchaser agrees that it will consummate the Closing and accept the assignment of the proceeds of any insurance covering such damage at the Closing.

8. DEFAULT

8.1 Default by Purchaser. The parties acknowledge that in the event of a default by Purchaser, Seller’s actual damages would be extremely difficult or impracticable to determine; therefore, the parties agree that the amount of the Earnest Money has been agreed upon, as the parties’ reasonable estimate of Seller’s damages, and in the event that Purchaser fails to perform all of Purchaser’s obligations under this Agreement, and any such failure continues for five (5) business days after the date of written notice (which written notice shall detail such failure), Seller shall be entitled to Terminate this Agreement by written notice to Purchaser of such termination and the Earnest Money deposited hereunder by Purchaser, together with all interest earned thereon, shall be paid to Seller within five (5) business days of such written notice of termination, as liquidated damages and such shall be Seller’s sole and exclusive remedy

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at law or in equity for any default by Purchaser under this Agreement; provided that such liquidated damages shall not be a limitation upon any obligation of the Purchaser to indemnify and hold harmless the Seller contained in this Agreement. The obligations of Purchaser set forth in this Section 8.1 shall survive the termination of this Agreement.

IN ADDITION, THE EVENT THE CLOSING AND THE CONSUMMATION OF THE TRANSACTION HEREIN CONTEMPLATED DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF PURCHASER, PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF PURCHASER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE; PROVIDED, HOWEVER THAT THIS PROVISION WILL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT PURCHASER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, NOR WAIVE OR AFFECT PURCHASER'S OBLIGATIONS TO RETURN OR PROVIDE TO SELLER DOCUMENTS, REPORTS OR OTHER INFORMATION PROVIDED TO OR PREPARED BY OR FOR PURCHASER PURSUANT TO APPLICABLE PROVISIONS OF THIS AGREEMENT. THEREFORE, PURCHASER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT PURCHASER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE LIQUIDATED DAMAGES AS SET FORTH ABOVE IN THIS SECTION 8.1. SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON DEFAULT BY PURCHASER, THIS AGREEMENT WILL BE TERMINATED AND, EXCEPT FOR PURCHASER'S INDEMNITY AND OTHER SPECIFIC OBLIGATIONS REFERRED TO HEREIN WHICH MAY BE ENFORCED BY SELLER (IN ADDITION TO COLLECTION AND RETENTION BY SELLER OF PURCHASER'S DEPOSIT AS PROVIDED HEREUNDER), NEITHER PARTY WILL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM PURCHASER AND ESCROW HOLDER.

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8.2 Default by Seller. The parties acknowledge that in the event of a default by Seller, Purchaser's actual damages would be extremely difficult or impracticable to determine; therefore, the parties agree that the amount of the Earnest Money, together with (a) all interest earned thereon and (b) the sum of \$5,000.00 has been agreed upon, as the parties' reasonable estimate of Purchaser's damages, and should Seller default, and should any such default continue for five (5) business days after the date of written notice (which written notice shall detail such default), Purchaser shall be entitled to Terminate this Agreement by written notice to Seller of such termination and the Earnest Money deposited hereunder by Purchaser, together with the sums listed in (a) and (b) above, shall be returned to Purchaser and such shall

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be Purchaser's sole and exclusive remedy at law or in equity for any default by Seller under this Agreement.

8.3 Return/Delivery of Earnest Money. In the event the Earnest Money is returned to the Purchaser, as provided in Section 8.2 above, or delivered to the Seller, as provided in Section 8.1 above, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for the obligations specified in Section 4.2, Section 4.3, Section 4.4 and Section 10.2 hereof.

Nothing set forth herein shall release Purchaser from its obligations and indemnifications set forth in Section 4.2, Section 4.3, Section 4.4, and Section 10.2 of this Agreement.

9. FUTURE OPERATIONS

9.1 Future Operations. From the date of this Agreement until the Closing or earlier termination of this Agreement, Seller will (a) maintain the Property in a manner consistent with Seller's past practices with respect to the Property, and (b) promptly advise Purchaser of any litigation, arbitration or administrative hearing condemnation or damage or destruction concerning the Property arising or threatened of which Seller has written notice.

9.2 Trade Fixtures and Equipment. Purchaser acknowledges that Seller is currently operating a banking facility on the Property. Seller shall be entitled, at Seller's option, to remove from the Property all trade fixtures, equipment, ATMs, furniture, furnishings, artwork, appliances, supplies, records, documents, cash, coin, and other items of moveable personal property relating to the operation of Seller's business that may be situated upon the Property (including, without limitation, all safes, vaults, vault doors, signage, pylons, alarms and security equipment, auxiliary generators, cubicles and removable partitions, computers and computer-related equipment, telecommunication equipment, halon systems, draperies, and decorations), and such items removed by Seller shall be excluded from the Improvements and Tangible Personal Property to be conveyed hereunder and shall remain the property of Seller. Seller shall have no obligation to repair any damage to the Property caused by the removal of such items, and Purchaser shall accept the Property in its then-existing condition at Closing.

9.3 Customer Information. Notwithstanding anything contained in this Agreement to the contrary, no computer servers, desktop stations, laptops, files, documents, records or other personal property which could reasonably be expected to contain customer information, proprietary information or other confidential information (collectively, the "**Protected Items**") shall become the property of or shall be disposed of by Purchaser. In the event any Protected Items remain on the Property after Closing, Purchaser shall notify Seller immediately and shall promptly provide access during normal business hours for Seller to retrieve said items; it being acknowledged by both Purchaser and Seller that such items may contain sensitive, confidential and/or proprietary information which is subject to federal and/or state regulations as to ownership, possession, storage, disposal, removal or other handling. Further, Purchaser shall not make any copies of the information contained in the Protected Items, nor display or disseminate the Protected Items or the information contained therein to any third parties. Purchaser agrees that it will not contact any media outlet or other third party to publicize any Protected Items left on the Property. Upon request, Purchaser shall execute a certificate in a form prepared and provided by the Seller, attesting under penalty of perjury to the foregoing. This provision shall survive Closing.

10. MISCELLANEOUS

10.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; or (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation or UPS, addressed to such party at the address specified below. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

IF TO SELLER: Bank of America, National Association
Real Estate Services
Two Smith St.
Mail Code MA6-152-02-01
Wakefield, MA 01880
Attention: Kathleen M. Luongo (MH #CA8-155)
Telephone: 781.756.4818
Email: kathleen.m.luongo@bofa.com

WITH A COPY TO: Katten Muchin Rosenman LLP
550 South Tryon St. – Suite 2900
Charlotte, NC 28202-4213
Attention: Jennifer Dunbar
Telephone: 704.344.3077
Email: jennifer.dunbar@katten.com

IF TO PURCHASER: City of Sierra Madre
232 W. Sierra Madre Boulevard
Sierra Madre, CA 91024
Attn: Jose Reynos / City Manager
Telephone: (626) 355-7135
Fax: ()

WITH A COPY TO:
Attn:
Telephone: ()
Fax: ()

IF TO ESCROW AGENT/
TITLE COMPANY: First American Title Insurance Company
201 South College St., Suite 1440
Charlotte, NC 28244
Attn: Jarrett Hayes

Sierra Madre CA8-155

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Telephone: 704.405.3209
Email: jahayes@firstam.com

10.2 Real Estate Commissions. Seller agrees to pay Jones Lang LaSalle (“**Broker**”), upon the closing of the transaction contemplated hereby, and not otherwise, a cash commission in accordance with a separate agreement between Seller and Broker. Purchaser agrees to pay any commission due Purchaser’s broker, if applicable. Purchaser acknowledges that Seller has no obligations, either express or implied, to Purchaser’s broker and that this Agreement shall not create any privity of contract between Seller and Purchaser’s broker.

As used herein, “**Acquisition Fees**” shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property including real estate commissions, selection fees, nonrecurring management and startup fees, development fees or any other fee of similar nature. Seller and Purchaser each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction, arising by, through or under the indemnifying party, and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 10.2. This indemnification agreement of the parties shall survive the Closing.

10.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein, as this Agreement supersedes all prior negotiations or agreements between Seller and Purchaser with respect to the subject matter hereof, including, but not limited to, any term sheet, letter of intent, or other communication.

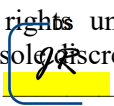
10.4 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

10.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.6 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the state in which the Property is located, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.7 Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located and the laws of the United States pertaining to transactions in such State. For any controversy hereunder, the parties shall submit to the venue of a court of competent jurisdiction in the county in which the Property is located. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one (1) of the parties hereto.

10.8 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser shall not assign Purchaser’s rights under this Agreement without the prior written consent of Seller, which may be denied in Seller’s sole discretion. In

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the event any assignment of rights is approved and the Property is conveyed to an assignee of Purchaser, such assignment and conveyance shall not alter, impair or relieve either Purchaser or such assignee from the waivers, acknowledgments, assumptions and agreements of Purchaser set forth herein, all of which are binding upon the assignee of Purchaser, and all of which are expressly assumed by such assignee as among the obligations and liabilities which survive the Closing by the closing of the transaction and acceptance of the Deed.

10.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

10.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

10.12 Date of this Agreement. As used in this Agreement, the terms "date of this Agreement", "Effective Date", or "date hereof" shall mean and refer to the date on which Seller executes this Agreement.

10.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

- (a) Exhibit A, the Land;
- (b) Exhibit B, the Earnest Money Escrow Agreement Terms;
- (c) Exhibit C, the Permitted Exceptions; and
- (d) Exhibit D, the Bill of Sale.
- (e) Exhibit E, Addendum

10.14 Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

10.15 Recordation; Publicity. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Purchaser. In addition, from and after the effective date of this Agreement, whether this Agreement is closed or Terminated, neither Purchaser nor Seller shall make or permit to be made any public announcements or press releases concerning the existence of this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein, without the prior written consent of Seller and Purchaser.

10.16 Confidentiality. The terms of this Agreement shall remain confidential, except to the extent disclosure is required by the Federal Reserve or other governmental authorities or required in order to close the transactions contemplated in this Agreement. From and after the date of this Agreement, except with the prior written consent of the other party, neither Purchaser nor Seller shall prior to Closing make or permit to be made any public announcements or press releases concerning this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein. After the Closing, the parties will agree on the information contained in any press release or announcement as to the Closing of the transaction contemplated by this Agreement. This provision shall survive the Closing of this Agreement.

10.17 Section 1031 Exchange. Either Seller or Purchaser shall have the right to treat this Property as part of a tax-deferred like-kind exchange under Section 1031 of the Internal Revenue Code and, to that end, shall have the right to assign or otherwise alter this Agreement in order to accomplish that objective, provided the net economic effect (including the date of Closing and the exposure of the parties to liability) shall be essentially the same as under this original Agreement.

10.18 Digital Image; Facsimile Execution. A facsimile, digital or electronic copy (such as a pdf or other computer image) of this Agreement or any of the documents to be delivered at Closing under Section 6.5 and 6.6, and any signatures thereon, shall be considered for all purposes as originals when delivered and shall be valid and effective to bind the party so signing when delivered and released by the party so signing. The parties agree to accept a digital image of this Agreement or any of the documents to be delivered at Closing under Section 6.5 and 6.6, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations, and to the extent permitted by a court with proper jurisdiction. Notwithstanding the foregoing, originals of the Deed and any local filings related thereto that are required to be recorded or filed as original signed copies shall be delivered in accordance with Article 6.

10.19 Economic Sanctions Compliance. Purchaser represents that neither Purchaser nor any of its subsidiaries or, to the knowledge of the Purchaser, any director, officer, employee, agent, affiliate or representative of the Purchaser is an individual or entity ("**Person**") currently the subject of any sanctions administered or enforced by the *United States Department of Treasury's Office of Foreign Assets Control* ("**OFAC**"), or other relevant sanctions authority (collectively, "**Sanctions**"), nor is Purchaser located, organized or resident in a country or territory that is the subject of Sanctions; and Purchaser represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

10.20 Employee and Insiders Representation. If Purchaser is or includes an individual person, Purchaser represents and warrants that it is not an employee or a spouse, domestic partner or dependent child of an employee of Seller and that no employee or spouse, domestic partner or dependent child of an employee of Seller has a controlling interest in Purchaser. If Purchaser is or includes an entity (such as a limited liability company, partnership, corporation), Purchaser represents and warrants that no employee or spouse, domestic partner or dependent child of an employee of Seller has a controlling interest in Purchaser. If Purchaser is or includes a trust, Purchaser represents and warrants that neither Purchaser nor any trustee or beneficiary of Purchaser is an employee or spouse, domestic partner or dependent child of an employee of Seller and that no employee or spouse, domestic partner or dependent child of an employee of Seller has a controlling interest in Purchaser. Without limiting the foregoing, the Prohibition on the Purchase of Property by Bank of America Employees and Insiders Policy ("**Policy**") prohibits Bank of America employees and their spouses or domestic partners or dependent children that live with the employee, or any other person residing in the household who derives his or her primary means of

Purchaser's Initials

financial support from the employee (herein, referred to as “**Household Members**”) from purchasing Bank Controlled Properties (as defined in the Policy). The prohibition applies as well to directors, executive officers and any principal shareholders of Bank of America (together referred to as “**Insiders**” and defined further in the Regulation O policy). Per Regulation O, Insiders are further defined as a Director, Regulation O Executive Officer, or a Related Interest (as defined in the Policy) of Bank of America, National Association. Related Interests are further defined as a company, partnership, or other legal entity that is controlled by an Insider, or a political or campaign committee that is controlled by or that benefits that Insider. Control is defined generally as the ability to vote twenty-five percent (25%) or more of any class of voting securities of an entity, the ability to control the election of a majority of the directors of an entity, or the ability to exercise a controlling influence over the management or policies of an entity. Purchaser represents and warrants that the transaction contemplated by this Agreement does not violate the Policy.

10.21 Attorney Consultation. Purchaser acknowledges and agrees that it has either (a) executed and delivered this Agreement only after review by, and consultation with, an attorney selected by Purchaser, in order to allow Purchaser to be advised of the meaning and appropriateness of any of the terms of this Agreement, or (b) waived the right for such review and consultation, as Purchaser has determined that the terms of this Agreement are appropriate or that review by an attorney is not necessary for Purchaser to proceed in accordance herewith.

10.22 Dispute Resolution. Seller and Purchaser agree that any action or proceeding by either of them against the other arising out of or in connection with this Agreement shall, upon the motion of either party, be submitted to arbitration. The parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration. The arbitrator shall have the authority to try all issues, whether of fact or law, and to report a statement of decision to the court. To the extent not inconsistent with State law, Seller and Purchaser shall use the procedures for arbitration and judicial reference, if any, adopted by Judicial Arbitration and Mediation Services/Endispute (“**JAMS**”), as relevant, to supplement any applicable State statutes, provided that the following rules and procedures shall apply in all cases unless the parties agree otherwise:

- (a) The proceedings shall be heard in the City of Los Angeles, California;
- (b) Unless the parties agree otherwise, JAMS shall provide a list of three (3) reputable arbitrators experienced in arbitrating commercial disputes to the parties who may each strike one (1) from the list, and the parties shall consent to appointment of the remaining person as the arbitrator. If JAMS is no longer in existence or unwilling to arbitrate the matter, then the American Arbitration Association shall provide said list. If neither is willing or able to arbitrate the matter, then the trial court shall appoint the arbitrator;
- (c) Any dispute regarding the selection of the arbitrator shall be resolved by JAMS or the entity providing the reference services; or if no entity is involved, by the court with appropriate jurisdiction;
- (d) The arbitrator may require one (1) or more pre-hearing conferences;
- (e) The parties shall be entitled to discovery as allowed by state law. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge;
- (f) A stenographic record of the arbitration may be made, provided that the records shall remain confidential except as may be necessary for post-hearing motions and any appeals;

Purchaser's Initials

JR

(g) The arbitrator's statement of decision shall contain findings of fact and conclusions of law to the extent applicable; and

(h) The arbitrator shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

The statement of decision of the arbitrator upon all of the issues considered by the arbitrator shall be binding upon the parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the arbitrator shall be appealable as if rendered by the court. This provision shall in no way be construed to limit any valid cause of action which may be brought by any of the parties.

BY INITIALING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND ACCEPT THAT BY CHOOSING ARBITRATION THEY ARE GIVING UP THE RIGHT TO A JURY TRIAL.

Seller's initials _____

Purchaser's initials _____

DS
JR

IN ANY ACTION OR PROCEEDING ARISING HEREFROM, SELLER AND PURCHASER HEREBY CONSENT TO (A) SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION, THE JURISDICTION OF ANY COMPETENT COURT IN THE STATE OF CALIFORNIA, AND (B) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY CALIFORNIA LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION, TERMINATION OR CLOSING OF THIS AGREEMENT.

(SIGNATURES FOLLOW ON NEXT PAGE)

DS
JR

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

SELLER:
BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association

**DATE OF EXECUTION
BY SELLER:**

_____, 202__

By: _____
Name: Kathleen M. Luongo
Title: Vice President
Date: _____

PURCHASER:
City of Sierra Madre, a

**DATE OF EXECUTION
BY PURCHASER:**

3/24/2022
_____, 202__

DocuSigned by:
Jose Reynoso
By: _____
Name: Jose Reynoso
Title: City Manager

ACKNOWLEDGMENT AND AGREEMENT BY THE ESCROW AGENT

The undersigned joins in execution of this Agreement for the purpose of acknowledging and agreeing to the terms and provisions of this Agreement relative to the obligations of Escrow Agent hereunder, including, without limitation, the Earnest Money Escrow Agreement Terms attached to this Agreement as Exhibit B.

Escrow Agent has not, as of the date hereof, received the Earnest Money, but on receipt thereof shall (a) hold the Earnest Money in accordance with this Agreement and the Earnest Money Escrow Agreement Terms attached to this Agreement as Exhibit B, and (b) issue a notice of its receipt of the Earnest Money to Purchaser and Seller by email to the addresses noted herein.

DATE OF EXECUTION
BY ESCROW AGENT:

_____, 202__

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT AND AGREEMENT BY PURCHASER’S BROKER

The undersigned joins in execution of this Agreement for the purpose of representing and warranting to Purchaser and Seller that the undersigned (i) is a duly licensed real estate broker under the real estate licensing act(s) of the State in which the Property is located and any applicable regulations, (ii) is duly authorized to earn and receive a commission in connection with the transaction evidenced by this Agreement, and (iii) acknowledges and agrees to the terms and provisions of Section 10.2 hereof, including, without limitation, the entitlement to commission only accruing upon a final closing of the transaction. The undersigned shall indemnify and hold Purchaser and Seller harmless from any loss, liability, damage, cost or expense (including attorneys’ fees) resulting by reason of a breach of the representations and warranties made herein.

DATE OF EXECUTION
BY PURCHASER’S BROKER:

_____, 202____

PURCHASER’S BROKER:

By: _____

Name: _____

Title: _____

Purchaser’s Initials

DS

JR

EXHIBIT A

LAND

Legal Description for the Land to be verified by title commitment and survey

Being that property situated in the City of Sierra Madre, County of Los Angeles, State of California, described as follows:

Lots 8 and 9 of the Prospect Tract, in the City of Sierra Madre, County of Los Angeles, State of California, as per map recorded in Book 14, Page 37 of Miscellaneous Records, in the Office of the County Recorder of said County.

EXCEPTING therefrom that portion thereof lying within the lines of Sierra Madre Boulevard, formerly Central Avenue, as widened to an 80 foot avenue.

Address: 350 W. Sierra Madre Blvd., 23 S. Lima St., Sierra Madre, CA 91024

Los Angeles County Tax Parcel Nos. (AIN): 5768-021-008; 5768-021-030

EXHIBIT B**EARNEST MONEY ESCROW AGREEMENT TERMS**

These Earnest Money Escrow Agreement Terms are made by and among the Seller, Purchaser, and Escrow Agent referenced in the Purchase and Sale Agreement (the “**Agreement**”).

RECITALS

Seller and Purchaser have entered into the Agreement concerning Property referenced in the Agreement.

In connection with the Agreement, Seller and Purchaser have requested Escrow Agent to receive funds to be held in escrow and applied in accordance with the terms and conditions of this Escrow Agreement.

NOW THEREFORE, in consideration of the above recitals, the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. ESCROW AGENT. First American Title Insurance Company hereby agrees to act as Escrow Agent in accordance with the terms and conditions hereof.
2. INITIAL DEPOSIT/ADDITIONAL DEPOSITS. Escrow Agent shall receive an initial deposit in the amount set forth in Section 3.1 of the Agreement. Any additional amounts deposited with Escrow Agent shall be added to the initial deposit and together with the initial deposit and all interest and other earnings thereon shall be referred to herein collectively as the “**Escrow Fund**”.
3. DEPOSITS OF FUNDS. All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may initially deposit such funds in its custodial or escrow accounts which may result in the funds being commingled with escrow funds of others for a time; however, as soon as the Escrow Fund has been credited as collected funds to Escrow Agent’s account, then Escrow Agent shall immediately deposit the Escrow Fund into an interest bearing account with any reputable trust company, bank, savings bank, savings association, or other financial services entity approved by Seller and Purchaser, not to be unreasonably withheld. Deposits held by Escrow Agent shall be subject to the provisions of applicable state statutes governing unclaimed property. Seller and Purchaser will execute the appropriate Internal Revenue Service documentation for the giving of taxpayer identification information relating to this account. Seller and Purchaser do hereby certify that each is aware the Federal Deposit Insurance Corporation coverages apply to a maximum amount of \$250,000.00 per depositor. Further, Seller and Purchaser understand that Escrow Agent assumes no responsibility for, nor will Seller or Purchaser hold same liable for any loss occurring which arises from a situation or event under the Federal Deposit Insurance Corporation coverages.
 - 3.1. All interest will accrue to and be reported to the Internal Revenue Service for the account of Purchaser, at the address set forth in Section 10.1 of the Agreement, Tax Identification No: _____.
 - 3.2. Escrow Agent shall not be responsible for any penalties, or loss of principal or interest, or any delays in the withdrawal of the funds which may be imposed by the depository institution as a result of the making or redeeming of the investment pursuant to Seller and Purchaser instructions.

4. DISBURSEMENT OF ESCROW FUND. Escrow Agent may disburse all or any portion of the Escrow Fund in accordance with and in reliance upon written instructions from both Seller and Purchaser. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts underlying such instructions or as to whether any conditions upon which the funds are to be released have been fulfilled or not fulfilled, or to whom funds are released. If Escrow Agent receives a notice from Seller or Purchaser that the Agreement has been Terminated other than pursuant to Section 8.2 of the Agreement on account of Seller's default, Escrow Agent shall immediately deliver all of the Escrow Fund to Seller. Escrow Agent shall release the Escrow Fund to Seller without the consent of Purchaser or notice to Purchaser.

5. DEFAULT AND/OR DISPUTES. In the event any party to the transaction underlying this Agreement shall tender any performance after the time when such performance was due, Escrow Agent may proceed under this Agreement unless one of the parties to this Agreement shall give to the Escrow Agent written direction to stop further performance of the Escrow Agent's functions hereunder. In the event written notice of default or dispute is given to the Escrow Agent by any party, or if Escrow Agent receives contrary written instructions from any party, the Escrow Agent will promptly notify all parties of such notice. Thereafter, Escrow Agent will decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions, except upon receipt of a mutual written agreement of the parties or upon an appropriate order of court. In the event of a dispute, the Escrow Agent is authorized to deposit the escrow into a court of competent jurisdiction for a determination as to the proper disposition of said funds. In the event that the funds are deposited in court, the Escrow Agent shall be entitled to file a claim in the proceeding for its costs and counsel fees, if any. Notwithstanding the foregoing, if Escrow Agent receives a notice from Seller that the Agreement has been Terminated based on Purchaser's default, in accordance with Section 8.1 of the Agreement, Escrow Agent shall immediately deliver all of the Escrow Fund to Seller without the consent of Purchaser or notice to Purchaser.

6. PERFORMANCE OF DUTIES. In performing any of its duties under this Agreement, or upon the claimed failure to perform its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may occur as a result of Escrow Agent so acting, or failing to act; provided, however, Escrow Agent shall be liable for damages arising out of its willful default or gross negligence under this Agreement. Accordingly, Escrow Agent shall not incur any such liability with respect to (i) any good faith act or omission upon advice of counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent hereunder, or (ii) any good faith act or omission in reliance upon any document, including any written notice or instructions provided for in the Agreement, not only as to its due execution and to the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the proper person or persons and to conform with the provisions of this Agreement.

7. LIMITATIONS OF LIABILITY. Escrow Agent shall not be liable for any loss or damage resulting from the following:
 - 7.1. The effect of the transaction underlying this Agreement including without limitation, any defect in the title to the real estate, any failure or delay in the surrender of possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and/or any misrepresentation of fact made by any other party;

 - 7.2. The default, error, act or failure to act by any other party to the escrow;

Purchaser's Initials 

- 7.3. Any loss, loss of value or impairment of funds which have been deposited in escrow while those funds are in the course of collection or while those funds are on deposit in a depository institution if such loss or loss of value or impairment results from the failure, insolvency or suspension of a depository institution;
- 7.4. Any defects or conditions of title to any property that is the subject of this escrow provided, however, that this limitation of liability shall not affect the liability of First American Title Insurance Company under any title insurance policy which it has issued or may issue. NOTE: No title insurance liability is created by this Agreement.
- 7.5. Escrow Agent's compliance with any legal process including but not limited to, subpoena, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.
8. HOLD HARMLESS. Purchaser and Seller shall indemnify the Escrow Agent and hold the Escrow Agent harmless from all damage, costs, claims and expenses arising from performance of its duties as Escrow Agent including reasonable attorneys' fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.
9. RELEASE OF PAYMENT. Payment of the funds so held in escrow by the Escrow Agent, in accordance with the terms, conditions and provisions of this Escrow Agreement, shall fully and completely discharge and exonerate the Escrow Agent from any and all future liability or obligations of any nature or character at law or equity to the parties hereto or under this Agreement.
10. NOTICES. Shall be sent in accordance with the within Agreement.
11. MISCELLANEOUS.
- 11.1. This Agreement shall be binding upon and inure to the benefit of the parties respective successors and assigns.
- 11.2. This Agreement shall be governed by and construed in accordance with the Laws of the State in which the Property is located.
- 11.3. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.
- 11.4. Time shall be of the essence of this Agreement and each and every term and condition hereof.
- 11.5. In the event a dispute arises between Purchaser and Seller under this Agreement, the losing party shall pay the attorney's fees and court costs of the prevailing party.

EXHIBIT C**PERMITTED EXCEPTIONS TO DEED**

1. Rights of parties in possession, if any.
2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
3. Defects, liens, encumbrances, adverse claims or other matters (a) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; (b) resulting in no loss or damage to the Grantee; or (c) attaching or created subsequent to the date hereof.
4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
5. Any and all unrecorded leases, if any, and rights of parties therein.
6. Taxes and assessments for the year of closing and subsequent years.
7. All judgments, liens (excluding construction liens), assessments, code enforcement liens, encumbrances, declarations, mineral reservations, covenants, restrictions, reservations, easements, agreements and any other matters as shown on the public records.
8. Any state of facts which an accurate survey or inspection of the Property would reveal, including inland/tidal wetlands designation if applicable.
9. Any liens for municipal betterments assessed after the date of the within Agreement and/or orders for which assessments may be made after the date of the within Agreement.
10. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters are shown by public records.
11. Without limiting the foregoing, all covenants, conditions, restrictions and other matters of record recorded or filed in the applicable records of Los Angeles County, California, with respect to the real property conveyed hereby.
12. All exceptions and other matters shown on that First American Title Insurance Company Title Commitment No. NCS-CA8-155-NC, with an effective date of February 9, 2021 at 7:30 a.m.

EXHIBIT D**FORM OF BILL OF SALE****BILL OF SALE AND ASSIGNMENT**

FOR VALUE RECEIVED, BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("**Assignor**"), hereby, as of _____, 202__, sells, bargains, conveys, assigns, transfers and sets over to _____, a _____ ("**Assignee**"), its successors and assigns forever, all of Seller's right, title and interest in and to the furniture, fixtures, equipment and other items of personal property, if any, owned by Seller (collectively, the "**Personal Property**"), all as located on or attached to the real estate and the building and improvements erected thereon located at 350 West Sierra Madre Boulevard, 23 South Lima Street, Sierra Madre, California (the "**Property**").

TO HAVE AND TO HOLD the above-mentioned Personal Property unto Assignee, its successors and assigns forever.

Assignor covenants, represents and warrants that it has good and legal title to the Personal Property free and clear of all claims, liens, security interests, charges and encumbrances, subject to the Permitted Exceptions shown in any public records or listed in the Deed from Assignor to Assignee of even date herewith conveying the Property, and that Assignor has the right to transfer and convey such title to the Personal Property to Assignee. All terms, covenants, representations and warranties contained herein shall be for and inure to the benefit of, and shall bind, the parties hereto and their respective successors and assigns.

Assignee takes the Personal Property "AS IS" and "WITH ALL FAULTS" and acknowledges that Assignor has not made and does not make any representations or warranties as to physical condition, operation, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose or any other matter.

Notwithstanding anything contained herein to the contrary, no computer servers, desktop stations, laptops, files, documents, records or other personal property which could reasonably be expected to contain customer information, proprietary information or other confidential information (collectively, the "**Protected Items**") shall become the property of or shall be disposed of by Assignee. In the event any Protected Items remain on the Property after closing, Assignee agrees to notify Assignor immediately and to promptly provide access during normal business hours for Assignor to retrieve said items; it being acknowledged by both Assignee and Assignor that such items may contain sensitive, confidential and/or proprietary information which is subject to federal regulations as to ownership, possession, storage, disposal, removal or other handling. Further, Assignee agrees not to make any copies of the information contained in the Protected Items, nor display or disseminate the Protected Items or the information contained therein to any third parties. Assignee agrees that it will not contact any media outlet or other third party to publicize any Protected Items left on the Property. In addition, upon request, Assignee agrees to execute a certificate in a form prepared and provided by the Assignor, attesting under penalty of perjury to the foregoing. This provision shall survive the Closing of the sale of the Property.

The parties agree to accept a digital image of this Bill of Sale and Assignment, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and the like statutes and regulations.

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned have executed this Bill of Sale and Assignment as of the date first set forth hereinabove.

ASSIGNOR:

BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association

By: _____
Name: Kathleen M. Luongo
Title: Vice President

ASSIGNEE:

_____, a _____

By: _____
Name: _____
Title: _____

ADDENDUM TO PURCHASE AND SALE AGREEMENT
BY AND BETWEEN BANK OF AMERICA, NATIONAL ASSOCIATION ("SELLER")
AND THE CITY OF SIERRA MADRE ("PURCHASER")
DATED MARCH 24, 2022.

- Notwithstanding sections 3.1 (Earnest Money), 4.2 (Inspections), and 8.1 (Default by Purchaser), Purchaser shall have twenty-one (21) days from date of Agreement to do their due diligence with regard to title, physical inspection, environmental site assessment including a Phase II, hazardous materials (asbestos) report, ALTA survey, and any other investigation of the property.

In the event Purchaser does not approve of any of the due diligence items outlined above within the twenty-one (21) day period, Earnest Money deposit shall be returned to Purchaser by escrow and escrow will be terminated.

SELLER:

BANK OF AMERICA, NATIONAL
ASSOCIATION, A NATIONAL BANKING
ASSOCIATION

By: _____

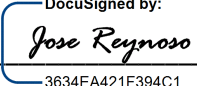
Name: Kathleen M. Luongo

Title: Vice President

Date: _____

PURCHASER:

City of Sierra Madre

By:  _____
DocuSigned by:
3634EA421F394C1...

Name: Jose Reynoso

Title: City Manager

Date: 3/24/2022

RESOLUTION NO. 22-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 350 WEST SIERRA MADRE BOULEVARD, SIERRA MADRE, CALIFORNIA 91024

RECITALS

WHEREAS, on March 8, 2022, the City Council met in closed session and authorized City Manager Jose Reynoso to negotiate the price and terms of payment for the property located at 350 West Sierra Madre Boulevard, Sierra Madre, California 91024 ("Property");

WHEREAS, the City Manager negotiated a "Purchase and Sale Agreement" for the Property at a price of \$3.4 million, exclusive of closing costs;

WHEREAS, Government Code section 37350 authorizes the City Council to purchase any real property for the common benefit;

WHEREAS, the City Council desires to authorize the City Manager to execute the Agreement and make the necessary payments to acquire the Property.

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. Approval. The Purchase and Sale Agreement for the Property attached to the agenda report is hereby approved.

SECTION 3. Discretion. The City Manager is authorized to make minor amendments to this Purchase and Sale Agreement in his sole discretion to facilitate the purchase of the Property, except that the purchase price may not exceed \$3,500,000.00

SECTION 4. Planning Commission. The Planning Commission is directed to make a determination regarding the consistency of the proposed acquisition with the City's General Plan within 40 days of this Resolution.

SECTION 5. Recording. The City Clerk is directed to record the instrument pursuant to Revenue and Taxation Code section 5082.1 and

- (a) Provide the local assessor and auditor a copy of the instrument evidencing the acquisition of property by the entity.
- (b) Indicate on the instrument referred to in subdivision (a) the date of apportionment.
- (c) Request the auditor to cancel taxes for the remaining portion of the fiscal year after the date of apportionment.
- (d) Provide a map of the acquired property.

SECTION 6. CEQA. The purchase of the Property is categorically exempt under 14 CCR 15301 as the acquisition of a private structure involving negligible or no expansion of existing or former use. The former bank will be converted into a police department building. Any renovations to the building will be subject to a subsequent City Council authorization requiring CEQA review. Further, the purchase of the Property is exempt under 14 CCR 15061(b)(3), because the purchase is "covered by the common sense exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The acquisition of the Property will



only change the ownership of the building and will not result in any expansion of the use.

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

SECTION 9. Certification. The Sierra Madre City Clerk shall attest to the passage and adoption of this Resolution by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this 5th day of April, 2022.


Gene Goss, Mayor

I HEREBY CERTIFY the foregoing Resolution was duly adopted by the City Council of the City of Sierra Madre, California, at a regular meeting held on the 5th day of April, 2022, by the following vote:

AYES: Mayor Gene Goss, Mayor Pro Tem Edward Garcia, Council Member Rachelle Arizmendi, Council Member Kelly Kriebs, and Council Member Robert Parkhurst

NOES: None.

ABSENT: None.

ABSTAINED: None.


Laura Aguilar, City Clerk

RESOLUTION NO. 22-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SIERRA MADRE, CALIFORNIA, DECLARING THE PURCHASE OF PROPERTY LOCATED AT 350 W. SIERRA MADRE BLVD. AND 23 SOUTH LIMA ST., SIERRA MADRE, CALIFORNIA 91024 TO BE CONSISTENT WITH THE SIERRA MADRE GENERAL PLAN

RECITALS

WHEREAS, on March 8, 2022, the City Council met in closed session and authorized City Manager Jose Reynoso to negotiate the price and terms of payment for the properties located at 350 West Sierra Madre Boulevard and 23 South Lima Street, Sierra Madre, California 91024 (collectively referred to as "Property");

WHEREAS, on April 5, 2022, the City Council held a special meeting and adopted Resolution No. 22-15 approving a purchase and sale agreement negotiated by the City Manager;

WHEREAS, Government Code section 65402 requires the Planning Commission to report on whether the location, purpose and extent of the Property acquisition is consistent with the General Plan;

WHEREAS, in Resolution No. 22-15 the City Council directed the Planning Commission to consider the acquisition's consistency pursuant to Government Code section 65402.

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

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

SECTION 2. General Plan Consistency. Pursuant to City Council Resolution No. 22-15 and Government Code section 65402, the acquisition of the Property is consistent with General Plan Objectives L42 and C1 and Policy L42.1.

Objective L42 states, "Providing for the development of public institutional uses such as civic buildings, educational facilities, libraries, etc., in locations where these uses already exist and ensure that they are compatible with and complement adjacent land uses." The conversion of the bank into the police department headquarters provides for the development of a public institutional use near other institutional uses. It is compatible with and complements adjacent land uses as the building would be located between the Sierra Madre Library and the Civic Center.

Policy L42.1 states, “Allow for the development of a governmental agency or services building (administrative, police, fire) which is easily accessible to residents and other users.” The new police department building would be located along Sierra Madre Boulevard, which is the City’s main throughfare, and conveniently located within walking distance of the both the library and the Civic Center.

Objective C1 states, “Having sufficient resources and training to achieve an exceptional level of public safety.” One resource the police department needs is a new facility. The police department has outgrown the currently facility and requires more space. The existing building was constructed in the mid-1970s to accommodate a staff with half as many employees. Currently, the police department employs 20 full-time employees and several part-time employees and volunteers. The issue of space was compounded when the City’s volunteer Fire Department was converted into a career Fire Department. In 2012, the Fire Department employed 3 full-time captains and 1 part-time captain. Today, the Fire Department employs over 10 full-time staff.

The shortage of space at the current facility is impacting the level of service and has led to potentially problematic situations. For example, evidence, including seized illegal weapons, are kept in the same room as the armory. The evidence room is directly below firefighters’ sleeping quarters and when malodorous evidence is seized, such as marijuana, the smell permeates the room upstairs. Dispatchers are forced to take calls in front of guests at the front counter. Police vehicles, which often contain rifles or shotguns and may contain potentially dangerous detained individuals, are parked in lots accessible to the public. The fire department does not have a training room, conference room, or supply room due to the shortage of space.

For the reasons stated above, the acquisition of the Property is consistent with the General Plan.

SECTION 3. CEQA. The purchase of the Property is categorically exempt under 14 CCR 15301 as the acquisition of a private structure involving negligible or no expansion of existing or former use. The former bank will be converted into a police department building. Any renovations to the building will be subject to a subsequent City Council authorization requiring CEQA review. Further, the purchase of the Property is exempt under 14 CCR 15061(b)(3), because the purchase is “covered by the common sense exemption that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” The acquisition of the Property will only change the ownership of the building and will not result in any expansion of the use.

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 Planning

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

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

SECTION 6. Certification. The Director of Planning and Community Preservation shall attest to the passage and adoption of this Resolution by the Planning Commission and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED on this 21st day of April, 2022.

William Pevsner, Chair

I HEREBY CERTIFY the foregoing Resolution was duly adopted by the Planning Commission of the City of Sierra Madre, California, at a regular meeting held on the 21st day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Vincent Gonzalez, Director
Planning & Community Preservation Department