

# CITY OF ARCADIA

## City Council Regular Meeting Agenda



Tuesday, August 16, 2022, 7:00 p.m.

Location: City Council Chambers, 240 W. Huntington Drive, Arcadia

### COVID-19 NOTICE

This meeting of the Arcadia City Council will take place in a hybrid format. Pursuant to the Brown Act and AB 361, the City Council may meet virtually or in-person. This meeting is open to the public for in-person attendance and public comment; however, the public is also welcome to view City Council Meetings as they take place on the City's website at [ArcadiaCA.gov/livegov](https://ArcadiaCA.gov/livegov) or on ACTV (check your local listings), and to submit public comment as outlined below. In-person attendance is subject to Los Angeles County Department of Public Health regulations for COVID-19 mitigation. The City of Arcadia reserves the right to limit or deny access to City facilities. The use of face coverings is required for in-person attendance.

### 新冠病毒 (COVID-19) 通知

阿卡迪亚市议会的这次会议将以混合形式举行。根据《布朗法案》和 AB 361 的规定，市议会会议可采用虚拟形式或面对面形式举行。本次会议向公众开放，公众可现场出席和提出意见；但同时欢迎公众通过市政府网站 [ArcadiaCA.gov/livegov](https://ArcadiaCA.gov/livegov) 或 ACTV（请查看您所在地的电视频道列表）参加会议，并按照以下说明提交意见。现场出席须遵守洛杉矶县公共卫生部关于缓解新冠病毒疫情的规定。阿卡迪亚市保留限制或拒绝进入市政府设施的权利。现场出席会议时须佩戴口罩。

### How to Submit Public Comment:

Members of the Public who wish to submit public comment may do so using one of the following methods. Public comment is limited to the time and words allotted.

1. **In-Person:** Complete a blue Public Comment Speaker Card, indicating the agenda item number and place it in the Public Comment Drop Box located next to the podium in the City Council Chambers. Your card must be submitted before the Mayor calls for public comments, including for Public Hearings, as listed on the posted agenda. Cards submitted after the Mayor calls for public comments will not be accepted. Speakers shall be limited to five (5) minutes per person. At the Mayor's discretion, the time limit may be shortened to allow all speakers to address the City Council.
2. **Phone:** A conference line has been established for public comment. Your call will be recognized in the order it was received. Please keep your phone on MUTE until you are recognized for public comment.

Conference Line: (669) 224-3412  
Access Code: 604-838-893#

Electronic submission of Public Comment is also available via the City's website or by email as noted below. Public Comment submitted electronically will not be read into the record at the posted meeting time but are forwarded to the City Council prior to the meeting for consideration.

1. **Website:** Please submit your comments using our online public comment form at [ArcadiaCA.gov/comment](http://ArcadiaCA.gov/comment). Your comments must be received at least 30 minutes prior to the posted meeting time.
2. **Email:** Please submit your comments via email to [CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov). Your comments must be received at least 30 minutes prior to the posted meeting time.

Please contact the City Clerk's Office at [CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov) or at (626) 574-5455 for more information.

#### 如何提交公众评论意见:

公众成员可以使用以下任何一种方法提交公众评论意见。请在时间和字数的限制范围内提交公众评论意见。

1. **亲自:** 填写一张蓝色的公众评论意见发言人卡, 注明议程项目编号, 投入市议会会议厅内讲台旁的公众评论意见投递箱。发言人卡必须按发布议程之规定在市长征求公众评论意见(包括听证会)之前提交。凡市长征求公众评论意见后才提交的发言人卡将不予接受。每位发言人的发言时间不得超过五(5)分钟。市长可自行决定缩短发言时限, 以便允许所有发言人在市议会发言。
2. **电话:** 已经为公众提交评论意见设立一条会议专线。将按先后顺序接听您打来的电话。您应当将您的电话设为“静音”, 直至轮到您提出评论意见。

**会议专线: (669) 224-3412**  
**接入代码: 604-838-893#**

亦可按照以下方法在本市网站上或通过电子邮件以电子方式提交公众评论意见。以电子方式提交的公众评论意见不会在公布的会议期间读入记录, 但会在会议开始前转交给市议会, 供市议会考虑。

1. **网站:** 请使用以下网站中刊载的在线公众评论意见表提交您的评论意见: [ArcadiaCA.gov/comment](http://ArcadiaCA.gov/comment)。必须在公布的会议时间前至少提前 30 分钟提交评论意见。
2. **电子邮件:** 请将您的评论意见通过电子邮件发送至: [CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov)。必须在公布的会议时间前至少提前 30 分钟提交评论意见。

详情请洽市书记官办公室, 电子邮件 [CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov), 电话号码 (626) 574-5455。

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Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (626) 574-5455. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

根据《美国残障人法案》, 需要调整或提供便利设施才能参加会议的残障人士(包括辅助器材或服务)可与市书记官办公室联系(电话: (626) 574-5455)。请在会前 48 小时通知市书记官办公室, 以便作出合理安排, 确保顺利参加会议。

Pursuant to the City of Arcadia's Language Access Services Policy, limited-English proficient speakers who require translation services in order to participate in a meeting may request the use of a volunteer or professional translator by contacting the City Clerk's Office at (626) 574-5455 at least 72 hours prior to the meeting.

根据阿凯迪亚市的语言便利服务政策, 英语能力有限并需要翻译服务才能参加会议的人可与市书记官办公室联系(电话: (626) 574-5455), 请求提供志愿或专业翻译服务, 请至少在会前 72 小时提出请求。

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**1. CALL TO ORDER**

**2. INVOCATION**

Pastor Eva Thai-Erwin, Church of the Good Shepherd United Methodist Church

**3. PLEDGE OF ALLEGIANCE**

Cub Scout Pack 122

**4. ROLL CALL OF CITY COUNCIL MEMBERS**

Tom Beck, Mayor  
Paul P. Cheng, Mayor Pro Tem  
Michael Danielson, Council Member  
Sho Tay, Council Member  
April A. Verlato, Council Member

**5. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS**

**6. MOTION TO READ ALL ORDINANCES AND RESOLUTIONS BY TITLE ONLY AND WAIVE THE READING IN FULL**

**7. PRESENTATIONS**

- a. Presentation to longtime resident Alice Wang for her service to the community.
- b. Presentation to longtime resident Edie Slemmon for her service to the community.
- c. Presentation of Mayor's Certificate of Commendation to the following Troop 104 Boy Scouts for earning the Eagle Scout Award; Nolan Chu, Alex Lew, Andrew Seymour, Alex Tandoc, and Ethan Thomas.
- d. Presentation of WaterSmart Hero Awards.
- e. 2022 Patriotic Festival Presentation by Donna Choi, Executive Director of Downtown Arcadia Improvement Association.

**8. PUBLIC HEARING**

Any person wishing to speak before the City Council on a public hearing item is asked to complete a Speaker Card noting the agenda item number and provide it to the City Clerk prior to the start of the public hearing. Separate and apart from the applicant (who may speak longer in the discretion of the City Council) each speaker is limited to five (5) minutes per person unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda. The applicant may additionally submit rebuttal comments, in the discretion of the City Council.

You are hereby advised that should you desire to legally challenge in court or in an administrative proceeding any action taken by the City Council regarding any public hearing item, you may be limited to raising only those issues and objections you or someone else raised at the public hearing or in written correspondence delivered to the City Council at, or prior to, the public hearing.

- a. Appeal of the Planning Commission's Denial of the appeal of Single-Family Architectural Design Review No. SFADR 21-13 with a categorical exemption under the California Environmental Quality Act ("CEQA") for a proposed two-story residence at 26 E. Santa Anita Terrace.  
Recommended Action: Adopt Resolution No. 7454 to Deny the Appeal and Uphold the Planning Commission's Decision
- b. Ordinance No. 2390 related to Text Amendment No. TA 22-02 amending various sections of Article IX, Chapter 1 of the Arcadia Development Code incorporating new objective design standards for multi-family and mixed-use development, updates to the Density Bonus Ordinance, and minor changes to the Accessory Dwelling Unit Ordinance with a categorical exemption from the California Environmental Quality Act ("CEQA").  
Recommended Action: Introduce

**9. PUBLIC COMMENTS** (5-minute time limit each speaker)

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Each speaker is limited to five (5) minutes per person, unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

**10. REPORTS FROM MAYOR, CITY COUNCIL AND CITY CLERK** *(including reports from the City Council related to meetings attended at City expense [AB 1234]).*

**11. CONSENT CALENDAR**

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

- a. Regular Meeting Minutes of July 19, 2022.  
Recommended Action: Approve
- b. Ordinance No. 2389 amending Arcadia Municipal Code Section 4137 of Part 3 of Chapter 1 of Article IV ("The Public Welfare, Morals and Policy Code") to establish peafowl feeding prohibitions on private property with an exemption from the California Environmental Quality Act ("CEQA").  
Recommended Action: Adopt
- c. Ordinance No. 2393 amending the Arcadia Municipal Code by adding Part 10 to Chapter 6 of Article II ("The Administration Code") to establish an attorney fees recovery provision for prevailing litigation related to all local tax collection matters with an exemption from the California Environmental Quality Act ("CEQA").  
Recommended Action: Adopt
- d. Resolution No. 7455 determining the amount of revenue to be raised from property taxes for Fiscal Year 2022-23 to pay for the debt service on the 2021 General Obligation Refunding Bonds.  
Recommended Action: Adopt

- e. Resolution No. 7456 amending the Fiscal Year 2022-23 Equipment Replacement Program Budget authorizing a supplemental budget appropriation for the purchase and upfitting of two (2) New Rescue Ambulances in the amount of \$452,456, offset by a reduction in the Equipment Replacement Reserve Fund; and approving a Purchase Order with Emergency Vehicle Group for the purchase of two (2) new 2023 Dodge Ram 5500 Two-Wheel Drive Road Rescue Ultramedic Type I Ambulances in the amount of \$812,956.  
Recommended Action: Adopt and Approve
- f. Resolution No. 7457 amending the Fiscal Year 2022-23 General Fund and authorizing a supplemental budget appropriation in the Police Department for Crossing Guard Services in the amount of \$15,820, offset by a reduction in the General Fund Reserve; and Professional Services Agreement with All City Management Services.  
Recommended Action: Adopt and Approve
- g. San Gabriel Valley Council of Governments' Wildlife Management Framework.  
Recommended Action: Adopt
- h. Contract with Onyx Paving Company, Inc. for the Fiscal Year 2021-22 Pavement Rehabilitation Project in the amount of \$1,727,000, with a 10% contingency.  
Recommended Action: Approve
- i. Contract with 316 Engineering and Construction Co., Inc. for the Valve Replacement Project in the amount of \$131,300.  
Recommended Action: Approve
- j. Professional Services Agreement with First Transit, Inc. for a three-year contract with two one-year optional extensions for the daily operation of the Arcadia Transit Dial-A-Ride and Fixed Route System with a year-one cost of \$2,260,859 for 2022-23.  
Recommended Action: Approve
- k. Extension to the Services Agreement with WaterSmart Software, Inc. to provide Water Conservation Education Software for Arcadia water customers in the amount of \$133,407.  
Recommended Action: Approve
- l. Purchase Order with Yamada Enterprises for new furniture and charging systems for the Arcadia Public Library in the amount of \$168,239.08.  
Recommended Action: Approve
- m. Purchase Order with Daniels Tire Service, Inc. for the purchase of tires and tire related services for City vehicles in an amount not to exceed \$75,000.  
Recommended Action: Approve
- n. Purchase 6,000 acre-feet of imported cyclic storage water from the main San Gabriel Basin Watermaster in the amount of \$5,412,000.  
Recommended Action: Approve
- o. Change Order to the Purchase Order with Merrimac Petroleum, Inc. dba Merrimac Energy Group for the purchase and delivery of fuel for the City's fleet in an amount not to exceed \$150,000.  
Recommended Action: Approve

- p. Revised Classification Specification for Library Services Manager.  
Recommended Action: Approve
- q. Find that, due to the COVID-19 state of emergency, state and local officials continue to recommend measures to promote social distancing, and therefore the City Council and all other City Boards and Commissions may meet virtually.  
Recommended Action: Make Findings

## **12. CITY MANAGER**

- a. Designate Council Member Tay as the Voting Delegate and Mayor Pro Tem Cheng as the Alternate Voting Delegate for the 2022 League of California Cities Annual Conference & Expo; and support Cal Cities' bylaws amendments.  
Recommended Action: Approve
- b. Participation in San Gabriel Valley Council of Government's High Acuity Homeless Outreach Program and Services to supplement existing Homeless Services Program as part of a regional response to addressing homelessness.  
Recommended Action: Approve

## **13. ADJOURNMENT**

The City Council will adjourn this meeting in memory of longtime resident Mary Hansen to September 6, 2022, 6:00 p.m. in the City Council Conference Room.

## Welcome to the Arcadia City Council Meeting!

The City Council encourages public participation, and invites you to share your views on City business.

**MEETINGS:** Regular Meetings of the City Council are held on the first and third Tuesday of each month at 7:00 p.m. in City Council Chambers. A full City Council agenda packet with all backup information is available at City Hall, the Arcadia Library, and on the City's website at [www.ArcadiaCA.gov](http://www.ArcadiaCA.gov)<http://www.arcadiaca.gov/>. Copies of individual Agenda Reports are available via email upon request ([CityClerk@ArcadiaCa.gov](mailto:CityClerk@ArcadiaCa.gov)). Documents distributed to a majority of the City Council after the posting of this agenda will be available for review at the Office of the City Clerk, 240 W. Huntington Drive, Arcadia, California. Live broadcasts and replays of the City Council Meetings are on cable television. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

**PUBLIC PARTICIPATION:** Your participation is welcomed and invited at all City Council meetings. Time is reserved at each regular meeting for those in the audience who wish to address the City Council. The City requests that persons addressing the City Council refrain from making personal, slanderous, profane, or disruptive remarks. Where possible, please submit a **Speaker Card** to the City Clerk prior to your comments, or simply come to the podium when the Mayor asks for those who wish to speak, and state your name and address (optional) for the record. Please provide the City Clerk with a copy of any written materials used in your address to the City Council as well as 10 copies of any printed materials you would like distributed to the City Council. The use of City equipment for presentations is not permitted.

**MATTERS NOT ON THE AGENDA** should be presented during the time designated as "PUBLIC COMMENTS." In general, each speaker will be given five (5) minutes to address the City Council; however, the Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers time to address the City Council. **By State law, the City Council may not discuss or vote on items not on the agenda. The matter will automatically be referred to staff for appropriate action or response or will be placed on the agenda of a future meeting.**

**MATTERS ON THE AGENDA** should be addressed when the City Council considers that item. Please indicate the Agenda Item Number(s) on the **Speaker Card**. Your name will be called at the appropriate time and you may proceed with your presentation within the five (5) minute time frame. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council.

**PUBLIC HEARINGS AND APPEALS** are items scheduled for which public input is either required or desired. Separate and apart from the applicant (who may speak longer in the discretion of the City Council), speakers shall be limited to five (5) minutes per person. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council. The applicant may additionally submit rebuttal comments.

**AGENDA ITEMS:** The Agenda contains the regular order of business of the City Council. Items on the Agenda have generally been reviewed and investigated by the City Staff in advance of the meeting so that the City Council can be fully informed about a matter before making its decision.

**CONSENT CALENDAR:** Items listed on the Consent Calendar are considered to be routine by the City Council and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the City Council, Staff, or the public so requests. In this event, the item will be removed from the Consent Calendar and considered and acted on separately.

**DECORUM:** While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including but not limited to, conduct that prevents other members of the audience from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting are expected to adhere to the City's policy barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation, or age. The Chief of Police, or such member or members of the Police Department, shall serve as the Sergeant-at-Arms of the City Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. Any person who violates the order and decorum of the meeting may be placed under arrest and such person may be prosecuted under the provisions of Penal Code Section 403 or applicable Arcadia Municipal Code section.

# 欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

**会议：**市议会定期会议于每个月第一个和第三个星期二下午七时在市议会会议厅举行。在市政厅、阿凯迪亚图书馆和市政府网站（[www.ArcadiaCa.gov](http://www.ArcadiaCa.gov)）可以找到包含所有相关信息的完整市议会议程。单独的议程报告可应请求通过电子邮件索取（[CityClerk@ArcadiaCa.gov](mailto:CityClerk@ArcadiaCa.gov)）。至于在发布该议程后向市议会多数成员分发的文件，公众可在阿凯迪亚市书记官办公室查阅，地址：240 W. Huntington Drive, Arcadia, California。市议会会议实况将通过有线电视进行现场直播和回放。如在以往的通知中所提示，如果您参加这次公开会议，您的图像和/或声音可能被录下并播出。

**公众参与：**市议会欢迎并邀请您参加市议会的所有会议。在每次定期会议上都为那些希望在会上发言的市民留出时间。市政府要求在市议会发言的人杜绝个人攻击、诽谤、亵渎或破坏性言论。如有可能，请在发表意见之前向市书记官提交一张**发言卡**，亦可在市长宣布自由发言时直接上台发言，并说出您的姓名和地址（如果您愿意），以便制作会议记录。请向市书记官提供一份您在发言中使用的任何书面材料，以及 10 份您希望分发给市议会的任何印刷材料。不允许把市政府设备用于准备发言内容。

**议程之外的事项**应当在指定的“公众评议”时间提出。在一般情况下，每位发言者将有五（5）分钟时间向市议会陈述意见，但市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。**根据州法，市议会不得讨论或表决未列入议程的事项。此类事项将自动转给工作人员采取适当行动或作出回应，或将其列入未来会议的议程。**

**列入议程的事项**应当在市议会审议该事项时讨论。请在**发言卡**上标明事项的议程编号。在适当的时间会叫到您的名字，您可以在五（5）分钟时限内发言。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。

**公开听证和上诉**是为需要或希望征求公众意见的事项安排的日程。除申请人外（市议会可酌情决定延长申请人的发言时间），每位发言人的发言不得超过五（5）分钟。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。申请人还可以另外提交反驳意见。

**议程事项：**议程包含市议会的例行议题。一般而言，由市政府工作人员在会议前对议程中的事项进行审查和调查，以便市议会在作出决定之前能够充分了解情况。

**同意日历：**在同意日历上列出的事项被市议会视为例行公事，并将通过一项动议采取行动。除非市议员、工作人员或公众提出请求，否则不会对这些事项进行单独讨论。如果有人提出请求，该事项将从同意日历中删除，单独进行审议和采取行动。

**行为规范：**尽管市民可对市政府的政策和市议会或其成员的行动或拟议行动自由地提出批评，但不得出现干扰会议正常秩序的行为，包括但不限于在别人的发言时间内阻止别人发言，或妨碍公众听到发言内容或看到议程进展状况。市民亦不得威胁进行身体伤害或以可能被合理理解为作出身体伤害紧迫威胁的方式行事。所有出席会议的人都必须遵守市政府的反骚扰政策，禁止基于个人种族、宗教信仰、肤色、原国籍、祖籍、身体残障、疾病、婚姻状况、性别、性取向或年龄骚扰他人。警察局长或警察局其他成员将担任维持市议会会议秩序的保安官。保安官将执行会议主持人的一切命令和指示，以维持会议秩序和行为规范。对任何违反会议秩序和行为规范的人可执行拘捕，并可能根据《刑法典》第 403 条或《阿凯迪亚市政法典》相关条款提出起诉。





# STAFF REPORT

Development Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Lisa Flores, Planning & Community Development Administrator  
Prepared By: Edwin Arreola, Assistant Planner

**SUBJECT:** APPEAL OF THE PLANNING COMMISSION'S DENIAL OF THE APPEAL OF SINGLE-FAMILY ARCHITECTURAL DESIGN REVIEW NO. SFADR 21-13 WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A PROPOSED TWO-STORY RESIDENCE AT 26 E. SANTA ANITA TERRACE  
**Recommendation: Adopt Resolution No. 7454 to Deny the Appeal and Uphold the Planning Commission's Decision**

## SUMMARY

The Appellants, Yang Liu and Jun Dai, Marianne Martin, Maxine McClellan, Bingbing Zhang, Wei Cong, Li Chen and Chi Liang, and Lesley Ma, are appealing the Planning Commission's denial of the appeal of Single-Family Architectural Design Review No. SFADR 21-13. The Planning Commission voted unanimously to deny the appeal and uphold the Development Services Department's approval of SFADR 21-13 for a new 3,169 square foot, two-story residence with an attached 443 square foot two-car garage, an attached 268 square foot covered patio, and a 633 square foot basement located at 26 E. Santa Anita Terrace. The Planning Commission determined that the project was consistent with the City of Arcadia's ("City") Single-Family Residential Design Guidelines. The Appellants filed an appeal of the Planning Commission's decision on June 6, 2022. It is recommended that the City Council adopt Resolution No. 7454 denying the appeal and upholding the Planning Commission's decision.

## BACKGROUND

The subject property is an 8,283 square foot vacant lot at the terminus of E. Santa Anita Terrace. The property is zoned R-1, Low Density Residential. The surrounding properties are all zoned R-1 and consist of one-story homes on E. Santa Anita Terrace and two-story homes to the north and south, on different streets but abutting the subject site.

The subject property was previously part of a larger 31,040 square foot lot at 1512 S. Santa Anita Avenue. In 2009, a Tentative Parcel Map for a two-lot subdivision was approved, which resulted in a 20,918 square foot lot with access from Santa Anita Avenue (Lot No. 1 in Figure 1 below) and an 8,283 square foot lot with direct access from Santa Anita Terrace (Lot No. 2, the subject site, in Figure 1 below).

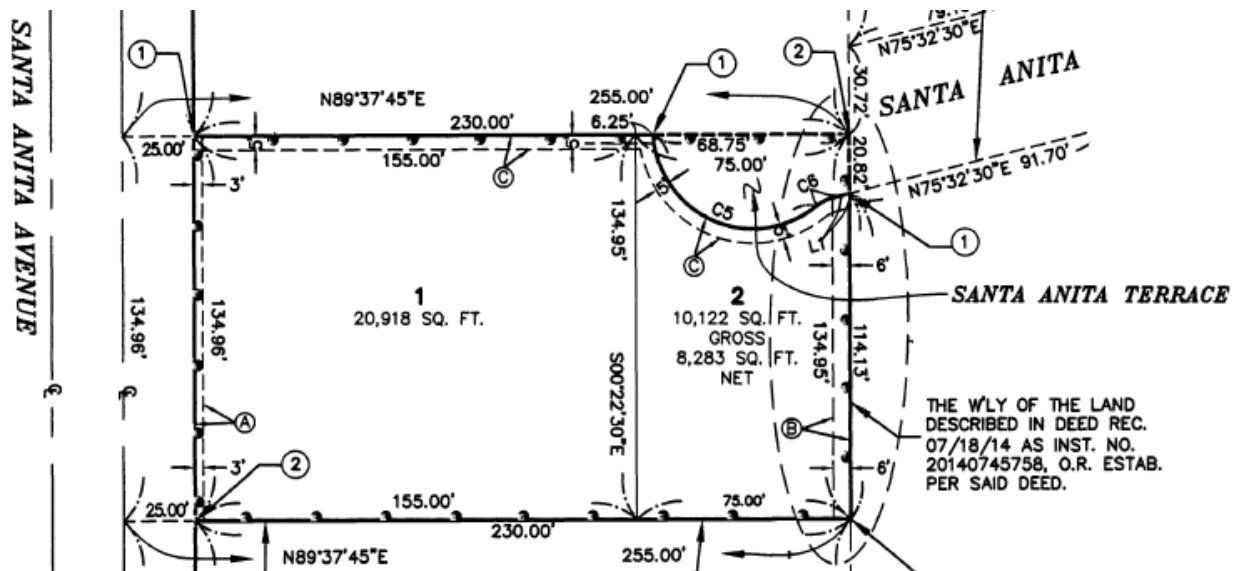


Figure 1 – Parcel Map

The Final Parcel Map for the subdivision was approved on June 19, 2018. Multiple Assembly Bills passed by the State in response to the recession in 2009 and a one-time, one-year extension granted by the City allowed the Tentative Parcel Map to stay active until the date of approval of the Final Parcel Map. The Final Parcel Map also included the right for the City to accept a street and easement dedication in the future for the construction of a half cul-de-sac, which would ultimately become a full cul-de-sac should the property owner at 1504 S. Santa Anita Avenue dedicate the other half of the cul-de-sac.

Since the approval of the parcel map, a new 6,693 square foot two-story house was approved at 1512 S. Santa Anita Avenue last December. The subject property currently has no dividing wall on its westerly property line, but once the site is developed, a wall will be constructed. The lot is bounded by walls/fencing on the north, east, and south.

On April 26, 2021, the Applicant filed a Single-Family Architectural Design Review application for a new two-story house. Along with the home, the half cul-de-sac area in front of the property was initially to be constructed and dedicated, which would require the driveway apron of the adjacent property at 28 E. Santa Anita Terrace to be modified and adjusted in order for the subject site to have access from the street. All the improvements will occur within the public right-of-way and it will not affect the owner's legal lot. Also, a portion of the existing 6-foot block wall at the end of E. Santa Anita

Terrace and along the easterly property line of the subject property would need to be removed to allow access. In September 2021, City Staff met with the property owner of 28 E. Santa Anita Terrace, Mr. Jun Dai (one of the Appellants), to make him aware of the proposed development and alteration to his driveway apron. He was unaware of the access since he was not the property owner at the time the tentative map was approved.

The project was first noticed on October 11, 2021, at which time the City received a total of 5 letters of concern from the neighbors. After taking the neighbors' comments into consideration, the project was revised with the following changes:

- The proposal to construct and dedicate the half cul-de-sac was removed and a hammerhead driveway was proposed instead with private access to the property since the neighbors did not like the appearance, design, or functionality of the half cul-de-sac. Regardless, the revised driveway would still require a portion of the neighbor's driveway access in the public right-of-way to be altered to allow access to the subject site. The end result would be a new narrow drive approach at the end of the street next to the neighbor's altered drive approach (see Figures 2 and 3 below). The offer of dedication would still remain on the Parcel Map in case the other half of the cul-de-sac is dedicated in the future.
- Reduced the overall square footage of the two-story house from 3,386 square feet to 3,169 square feet.
- Reduced the floor area of the second floor from 1,365 square feet to 1,111 square feet, including high ceiling area.
- Increased the second story setback on the easterly side from 15'-0" to 20'-6" and kept the second story footprint towards the west and south of the building.
- Limited the easterly facing windows on the second floor to one obscured glass window.
- Added a 633 square foot basement.



— Street Area to be Paved      — New Driveway Apron (28. E Santa Anita Ter.)      — Subject Site

Figure 2 – New Driveway Approach



— Street Area to be Paved      — New Driveway Apron      — Wall in the Right-of-way to be Removed

Figure 3 – Current Terminus of E. Santa Anita Terrace Showing Extent of Proposed Driveway for 28 E. Santa Anita Ter.

On February 2, 2022, a second notice was sent to all the property owners within the 300-foot radius for the revised project. During the notification period, the City received five new letters from the neighbors. On February 28, 2022, the Development Services Department conditionally approved the project on the basis that the proposed design for the two-story house was found to be consistent with the City's Single-Family Residential Design Guidelines and will comply with all of the required development standards.

On March 10, 2022, the Appellants filed an appeal of the Development Services Department's decision. The Appellants had concerns with the project depriving the existing residents of on-street parking, the proposed driveway conflicting with the feng shui of the neighborhood, the two-story house creating a privacy issue to the surrounding neighbors, safety pertaining to visibility when accessing the new driveway, potential construction impacts, and other concerns that pertain to the subdivision, which is not a part of this approval. On April 14, 2022, prior to the Planning Commission hearing, City staff met with the Appellants to discuss their questions and concerns and explained that the map and the half cul-de-sac was not a part of this project, since the map was approved back in 2009 and recorded in 2018.

On May 24, 2022, the appeal was heard by the Planning Commission. Following consideration of all the facts, details, and public comments, the Planning Commission found the project compatible with the neighborhood and consistent with the City's Residential Design Guidelines (refer to the Planning Commission Minutes – Attachment "C"; For the Planning Commission Staff Report and all the relevant exhibits, please see Attachment "D"). The Planning Commission voted 5-0 to deny the appeal and conditionally approve Single-Family Architectural Design Review No. SFADR 21-13.

On June 6, 2022, the Appellants, Yang Liu and Jun Dai, Marianne Martin, Maxine McClellan, Bingbing Zhang, Wei Cong, Li Chen and Chi Liang, and Lesley Ma, filed an appeal of the Planning Commission's decision to approve the new two-story home (refer to Attachment "B"). The Appellants object to the Planning Commission's decision and state that three of their main concerns were not fully answered. These concerns include the risk of collision between vehicles exiting the driveways of 26 and 28 E. Santa Anita Terrace, insufficient privacy screening, and construction impacts.

## **DISCUSSION**

In their appeal letter, the Appellants state that they hope the project is re-evaluated to address their main concerns, which include the risk of collision of vehicles between the subject property and adjacent property due to the proximity of their driveways, lack of sufficient privacy screening, and construction impacts, such as noise, traffic, road closures, and street cleaning.

Below is an analysis of each of the Appellant’s concerns shown in italics.

1. *The collision risk between vehicles coming out from this new property and the neighboring driveway still remains unaccounted for. Cars coming out of the hammerhead driveway has, on average, only close to one foot of clearance with any neighbor’s parked car. Furthermore, there is very limited visibility between any neighbor’s car and the exit of the private driveway, which we believe only increases the risk of collision.*

Although the driveways of 26 and 28 E. Santa Anita Terrace are close in proximity, the collision risk between vehicles exiting the driveways is expected to be minimal. The private hammerhead driveway on the subject property would create a large, paved turn around area, making it possible for vehicles to make a 3-point turn and head nose first out of the driveway and onto the street, allowing for greater visibility. A portion of the existing 6'-0" high wall along the easterly property line of the subject property and adjacent to the public right-of-way will be removed, approximately seven feet beyond the width of the driveway, allowing vehicles exiting the subject property to clearly see any vehicles backing out of the adjacent driveway. A Condition of Approval has been added to ensure that the wall is removed along this portion. With these measures the driveway situation is not unlike other easement or flag-lot conditions on many single-family lots. Therefore, the approved layout should not create a safety risk.

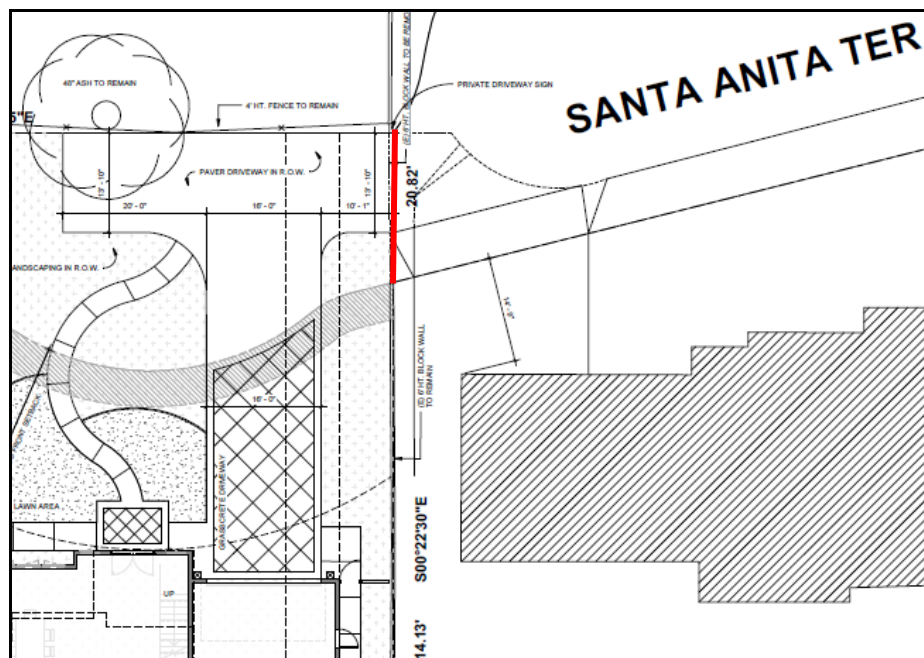


Figure 4 – Proposed Hammerhead Driveway — Existing Wall to Be Removed

2. *The planned development continues to invade the privacy of bordering neighbor’s homes. The existing trees are not dense enough to provide the*

*privacy screening needed, specifically for the neighbors directly north and south of the property. In addition, all existing measurements provided by the revised plan do not offer any semblance of sufficient privacy for bordering neighbors.*

After neighbors' comments were received from the first notice, the Applicant revised the design of the home to provide a greater second story setback on the easterly side of the house. The second story setback was increased from 15'-0" to 20'-6" (an additional 5'-6"), and that side of the house will only have one window on the second floor with an obscured glass, as shown in Figure 4 below. There is virtually no privacy concern for the neighboring properties to the east.



Figure 5 – East Elevation

Along the westerly elevation of the home, there is only one small, second story window facing out from a bathroom. There is a second story setback of 35 feet from the property to the south and approximately a 67-foot second story setback to the north. In addition to these large distances, there are existing trees and landscaping on these sites that provide added screening, as seen in the images in Figure 6 below. Furthermore, the Property Owner will provide tall hedges along the side and rear yards, as the City's Residential Design Guidelines recommend utilizing landscaping to provide screening and enhance privacy between properties, and this is included as a Condition of Approval. Lastly, there will be no privacy issue to the adjacent properties due to the orientation of the house on this site in relation to the adjacent homes. The existing foliage would not only provide privacy screening, but it also helps soften the appearance of the two-story home next to the one-story home. Taking into account the placement of second story windows, setback distances, and the location of existing and proposed landscaping, there is expected to be little to no impact on the privacy of the surrounding neighbors.



**Facing East of Subject Site**



**Facing South of Subject Site**





Facing North of Subject Site

Figure 6 – Existing Landscaping on Adjacent Properties

- 3. The safety and quality of life measurements we had earlier requested during construction were not committed to in writing. The proposed development has not committed to minimizing the following, inexhaustive list of impacts: noise concerns, traffic jams, street cleanliness, road blockage, etc.*

As with all other construction projects in the City, any construction might be an inconvenience to the neighbors, but the impact is only temporary and is unavoidable. Staff will work with the Applicant to ensure that they comply with all best management practices for construction and, if possible, have their contractors park on the subject site during construction. No traffic is expected to be blocked from accessing Santa Anita Terrace and only the modification to the driveway on the adjacent property and the paving of the street will temporarily block access for vehicles on to the driveway of 28 E. Santa Anita Terrace for a couple of days. Street cleanliness is required of all construction projects. A Condition has been placed on the project stating that any debris left on the street shall be cleaned up at the end of each day – refer to Condition No. 5. Also, a Condition of Approval was placed on this project indicating that the Applicant must inform all of the property owners on this street and any properties that abut the property line at least 2 weeks prior to any grading/construction on this site and provide the Superintendent's contact information should any of the neighbors have any concerns – refer to Condition No. 4.

It should be noted that, subsequent to the Planning Commission hearing, Development Services Department Staff has continued to work with the property owner of 28 E. Santa Anita Terrace on alternative alignments. A meeting was held with Mr. Dai on August 5, 2022, and a shared driveway approach was provided as an option. As of drafting this staff report, however, Mr. Dai had not agreed on this alternative. As a result, the approved driveway is still the best option since the improvements will result in two independent driveway approaches and there will not be any parking conflicts. Also, there will be no sightline issues for egress conflicts, and the conflicts will be extremely rare because vehicles will be travelling at very low speeds. In single-family subdivisions, especially cul-de-sacs, there are often unique backing motions into the street. While not “standard” the proposed alignment does not present unique safety concerns.

### **PLANNING COMMISSION HEARING**

On May 24, 2022, the Planning Commission considered Appeal No. 22-02 of Single-Family Architectural Design Review No. SFADR 21-13. The Planning Commission carefully considered all the facts, points of appeal, the neighborhood characteristics, the public comments, and the Single-Family Residential Design Guidelines, and ultimately found the project to be consistent with the objectives of the Design Guidelines and compatible with the established neighborhood. They determined that the overall mass and scale was appropriate for the neighborhood. They also determined that the proposed design and orientation of the project was the best available option for the construction of this home.

Specifically, Commissioner Thompson felt that many of the concerns brought forward by the Appellants were regarding the access to the property and were not applicable due to the Parcel Map already being approved. He felt that the mass and scale of the house are not concerns since the second floor is half the size of the first floor and that the proposed design of the driveway is the best available option for access to the site. Vice Chair Chan, Commissioner Wilander, and Commissioner Tsoi acknowledged that the project had addressed the Appellant’s concerns of safety with the design of the hammerhead driveway and privacy with the window placement and landscape screening provided. Chair Lin also agreed with all of the Commissioners and believed that the Applicant followed the proper regulations of the Development Code and applicable laws in the design of the project.

Commissioner Thompson made a motion to deny the appeal and approve Single-Family Architectural Design Review No. SFADR 21-13 for a proposed two-story home. The motion was seconded by Commissioner Wilander. The Planning Commission voted 5-0 to deny the appeal – refer to Attachment “C” and “D” for the Planning Commission Minutes for the May 24, 2022, Meeting and Staff Report for the May 24, 2022, Planning Commission Meeting.

## **FINDINGS**

Section 9107.19.050 of the Development Code requires that the Review Authority may approve a Site Plan and Design Review application, only if it first makes all the following findings:

- 1. The proposed development will be in compliance with all applicable development standards and regulations in the Development Code.**

**Facts to Support This Finding:** The subject site is zoned R-1, Low Density Residential Zone, which allows for the development of a single-family residence. Aside from the design review criteria addressed hereafter, the proposed project will not change the use or density allowed in this zone and meets all of the development standards and regulations required, including but not limited to setbacks, height, and floor area.

- 2. The proposed development will be consistent with the objectives and standards of the applicable Design Guidelines.**

**Facts to Support This Finding:** The proposed project will be consistent with the City's Single-Family Residential Design Guidelines as the overall mass and scale of the home transitions well between the adjacent two-story homes to the west of this site and the single-story homes on Santa Anita Terrace. The proposed residence will have a limited street presence on Santa Anita Terrace because the orientation of this lot hardly has any street frontage other than a driveway. The proposed home is tucked away and there are large Cypress trees on the adjacent property to further screen the second floor. The Traditional architectural style is coherent, consistent with the neighborhood, and adequately executes the style.

- 3. The proposed development will be compatible in terms of scale and aesthetic design with surrounding properties and developments.**

**Facts to Support This Finding:** The proposed Traditional style home would be compatible with the character of the neighborhood in terms of the architectural design since the subject site is in a residential neighborhood that is comprised of Ranch or Traditional style homes. The traditional style house is consistent with the City's Design Guidelines in terms of form, roof, articulations, design features and details, and color. The architectural design, overall articulation, greater second story setbacks, and placing of the proposed residence towards the rear of the lot helps minimize the scale and soften the appearance of the home.

- 4. The proposed development will have an adequate and efficient site layout in terms of access, vehicular circulation, parking and landscaping.**

**Facts to Support This Finding:** Due to the limitations of the lot, the only access to the property is off of a street frontage at the end of E. Santa Anita Terrace. A driveway, along with improvements in the public right-of-way, will be constructed in order to provide adequate access to the site. Additionally, to improve vehicular circulation, a hammerhead driveway is proposed on the property to allow vehicles to drive on to E. Santa Anita Terrace safely facing forward. Required parking is being provided with a two-car garage and adequate landscaping will be provided throughout the property, which would also enhance the privacy for the surrounding neighbors and the overall appearance of the neighborhood.

- 5. The proposed development will be in compliance with all of the applicable criteria identified in Subparagraph 9107.19.040.C.5 for a Site Plan and Design Review application.**

**Facts to Support This Finding:** The proposed project would be in compliance with all the applicable criteria set forth in Subparagraph 9107.19.040.C.5, including all other applicable sections of the Development Code. The project is in compliance with the City’s Single-Family Residential Design Guidelines as the proposed home will have an appropriate mass, scale, and design that fits in with the homes it is bounded by. The site layout and design is harmonious with the neighborhood as its smaller two-story design will provide a transition between the larger two-story home to the west and single-story home to the east. The project is situated in a location that presents minimal privacy issues and is well landscaped throughout the site. The driveway for the site is designed to provide efficient and safe access to the residents and neighbors. No major impacts on or off-site are expected from this project. Therefore, the proposed home will be consistent with the City’s Single-Family Residential Design Guidelines and General Plan.

For the reasons stated in this report, it is recommended that the City Council uphold the decision of the Planning Commission to approve Single-Family Architectural Design Review No. SFADR 21-13 for a proposed two-story residence at the subject property.

## **ENVIRONMENTAL ANALYSIS**

The proposed project qualifies as a Class 3 Categorical Exemption per the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15303(a) of the CEQA Guidelines for the construction of a new single-family home. Refer to Attachment “F” for the Preliminary Exemption Assessment.

## **PUBLIC NOTICE/COMMENTS**

Public hearing notices for this item were mailed on July 29, 2022, to the property owners of those properties that are located within 300 feet of the subject property. Pursuant to the provisions of CEQA, the public hearing notice was published in the Arcadia Weekly on July 28, 2022. As of the date of this Staff Report, staff has not received any comments from the public.

## **FISCAL IMPACT**

Any decision on the appeal would not have a significant fiscal impact.

## **RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 7454, upholding the Planning Commission's denial of the appeal of Single-Family Architectural Design Review No. SFADR 21-13 with a categorical exemption under the California Environmental Quality Act ("CEQA") for a proposed two-story residence at 26 E. Santa Anita Terrace, subject to the following Conditions of Approval:

1. The project shall be developed and maintained by the Owner/Applicant in a manner that is consistent with the plans submitted and conditionally approved for Single-Family Design Review No. SFADR 21-13, subject to the satisfaction of the Planning & Community Development Administrator or designee.
2. The project shall comply with the City's Water Efficient Landscaping Ordinance ("WELO"). The application shall be submitted with the plans for plan check in Building Services.
3. The Owner/Applicant shall construct the following improvements:
  - a. Remove the block wall for the entire width of the public right-of-way extension of Santa Anita Terrace along the property frontage of 26 E. Santa Anita Terrace.
  - b. Remove the curved curb and gutter, and the driveway extension in front of 28 E. Santa Anita Terrace and construct a new curb, gutter, and drive approach to follow the normal street extension to the westerly Santa Anita Terrace terminus.
  - c. Construct a standard drive approach for the property at 26 E. Santa Anita Terrace at the terminus of the current street.
4. The Owner/Applicant shall inform all the property owners on E. Santa Anita Terrace and those that abut the subject site at least two weeks prior to commencing any work on the subject site (i.e. grading/construction). The notice should include the Superintendent's contact information. The Owner/Applicant shall also inform the

property owner of 28 E. Santa Anita Terrace at least two weeks prior to commencing any work on the driveway leading on to their property.

5. The Owner/Applicant shall clear the public right-of-way on E. Santa Anita Terrace of any construction related debris at the end of each day during construction.
6. Prior to the start of work on the subject site (i.e. grading/construction), if the site is developed prior to the adjacent property to the west at 1512 S. Santa Anita Avenue, the Applicant/Owner shall be required to construct a new 6'-0" high wall along the westerly property line. This shall be subject to review and approval by the Planning & Community Development Administrator, or designee.
7. Landscaping shall be planted in the right-of-way dedication area as indicated on the plans. All landscape and hardscape areas within the dedication area shall be maintained by the Property Owner.
8. The hedges/shrubs along the side and rear yard areas shall be planted at a height of 6'-0" or taller prior to issuance of a Certificate of Occupancy from Building Services. The landscaping must comply with the approved landscape plans and be maintained.
9. The Owner/Applicant shall comply with all City requirements regarding building safety, fire prevention, detection, suppression, emergency access, public right-of-way improvements, parking, water supply and water facilities, sewer facilities, trash reduction and recycling requirements, and National Pollutant Discharge Elimination System ("NPDES") measures to the satisfaction of the Building Official, Fire Marshal, Public Works Services Director, and Planning & Community Development Administrator, or their respective designees. Compliance with these requirements is to be determined by having fully detailed construction plans submitted for plan check review and approval by the foregoing City officials and employees.
10. To the maximum extent permitted by law, the Applicant must defend, indemnify, and hold the City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with Single-Family Design Review No. SFADR 21-13 on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant's contractors, agents, tenants, employees or any other persons acting on Applicant's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this approval, or any other supporting document relating to the Project, the City will promptly notify the Applicant of the claim, action, or proceedings and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days' notice from the City of any such action, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

Approved:



Dominic Lazzaretto  
City Manager

- |                |  |
|----------------|--|
| Attachment "A" | Resolution No. 7454  |
| Attachment "B" | Appeal Application and Letter, dated June 6, 2022  |
| Attachment "C" | Planning Commission Minutes for the May 24, 2022, Meeting  |
| Attachment "D" | Staff Report for the May 24, 2022, Planning Commission Meeting, including all the Original Attachments |
| Attachment "E" | Architectural Plans approved by the Planning Commission May 24, 2022                                   |
| Attachment "F" | Preliminary Exemption Assessment   |

# Attachment A

Resolution No. 7454



RESOLUTION NO. 7454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, UPHOLDING THE PLANNING COMMISSION'S DENIAL OF THE APPEAL OF SINGLE-FAMILY ARCHITECTURAL DESIGN REVIEW NO. SFADR 21-13 WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A PROPOSED TWO STORY RESIDENCE AT 26 E. SANTA ANITA TERRACE

WHEREAS, on April 26, 2021, an application for Single-Family Architectural Design Review No. SFADR 21-13 was filed by Eric Tsang on behalf of the property owner, Johnny Ngo, for a new 3,386 square foot, two-story, Traditional style residence with an attached 443 square foot two-car garage and a 268 square foot attached covered patio at 26 E. Santa Anita Terrace; and

WHEREAS, on February 2, 2022 a notice was sent to all of the property owners within a 300 foot radius from the subject site informing them of a revised proposal. The revised proposal was for a smaller two-story, Traditional style residence consisting of 3,169 square feet in floor area with an attached 443 square foot two-car garage, a 268 square foot covered patio, and a 633 square foot basement ("Project"). During the notification period, the City received a total of five comment letters; and

WHEREAS, on February 28, 2022, after reviewing the neighbors' concerns carefully the Development Services Department approved SFADR 21-13 on the basis that the Project is consistent with the City's Single-Family Residential Design Guidelines, the revised proposal was an improvement since it provided greater setbacks on the second floor, and adequate access to the house was provided to the subject site from the street; and

WHEREAS, on March 10, 2022, within the 10-day appeal period, the Project was appealed by Yang Liu and Jun Dai, Maxine McClellan, Bingbing Zhang, Wei Cong, Marianne Martin, Li Chen and Chi Liang, and Lesley Ma appealing the Development Services Department Planning Division's approval of SFADR 21-13; and

WHEREAS, on May 5, 2022, Planning Services completed an environmental assessment for the Project in accordance with the California Environmental Quality Act ("CEQA") and recommended that the Planning Commission determine that the Project qualifies as a Class 3 Categorical Exemption under CEQA pursuant to Section 15303(a) of the CEQA Guidelines for the construction of a single-family home; and

WHEREAS, on May 24, 2022, a duly noticed public hearing was held before the Planning Commission on said application, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, following consideration of all testimony and evidence including staff reports and attachments, the Planning Commission denied the appeal and conditionally approved Single-Family Architectural Design Review No. SFADR 21-13; and

WHEREAS, on June 6, 2022, within the 10-day appeal period, the Project was appealed by Yang Liu and Jun Dai, Maxine McClellan, Bingbing Zhang, Wei Cong, Marianne Martin, Li Chen and Chi Liang, and Lesley Ma ("Appellant") appealing the Planning Commission's decision; and

WHEREAS, on August 16, 2022, a duly noticed public hearing was held by the City Council, to consider the appeal, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, the City Council considered the Planning Commission staff report, the City Council staff report, attachments, and all evidence and testimony presented at the public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The factual data submitted by the Community Development Division in the staff report dated August 16, 2022 are true and correct.

SECTION 2. The City Council finds, based upon the entire record, pursuant to Section 9107.19.050 of the Arcadia Development Code, all of the following findings can be made.

1. The proposed development will be in compliance with all applicable development standards and regulations in the Development Code.

FACT: The subject site is zoned R-1, Low Density Residential Zone, which allows for the development of a single-family residence. Aside from the design review criteria addressed hereafter, the Project will not change the use or density allowed in this zone and meets all of the development standards and regulations required, including but not limited to setbacks, height, and floor area.

2. The proposed development will be consistent with the objectives and standards of the applicable Design Guidelines.

FACT: The Project will be consistent with the City's Single-Family Residential Design Guidelines as the overall mass and scale of the home transitions well between the adjacent two-story homes to the west of this site and the single-story homes on Santa Anita Terrace. The proposed residence will not have any street presence like the other

homes on Santa Anita Terrace because the orientation of this lot hardly has any street frontage other than a driveway, the proposed home is tucked away, and there are large Cypress trees on the adjacent property to further screen the second floor. The Traditional architectural style is coherent, consistent with the neighborhood, and adequately executes the style.

3. The proposed development will be compatible in terms of scale and aesthetic design with surrounding properties and developments.

FACT: The proposed Traditional style home would be compatible with the character of the neighborhood in terms of the architectural design since the subject site is in a residential neighborhood that is comprised of Ranch or Traditional style homes. The Traditional style house is consistent with the City's design guidelines in terms of form, roof, articulations, design features and details, and color. The architectural design, overall articulation, greater second story setbacks, and placing of the proposed residence towards the rear of the lot helps minimize the scale and soften the appearance of the home.

4. The proposed development will have an adequate and efficient site layout in terms of access, vehicular circulation, parking and landscaping.

FACT: Due to the limitations of the lot, the only access to the property is off of a street frontage at the end of E. Santa Anita Terrace. A driveway, along with improvements in the public right-of-way, will be constructed in order to provide adequate access to the site. Additionally, to improve vehicular circulation, a hammerhead driveway is proposed on the property to allow vehicles to drive on to E. Santa Anita Terrace safely facing forward. Required parking is being provided with a two-car garage and adequate

landscaping will be provided throughout the property which would also enhance the privacy for the surrounding neighbors.

5. The proposed development will be in compliance with all of the applicable criteria identified in Subparagraph 9107.19.040.C.5 for a Site Plan and Design Review application.

FACT: The Project would be in compliance with all the applicable criteria set forth in Subparagraph 9107.19.040.C.5, including all other applicable sections of the Development Code. The Project is in compliance with the City's Single-Family Residential Design Guidelines as the proposed home will have an appropriate mass, scale, and design that fits in with the homes it is bounded by. The site layout and design is harmonious with the neighborhood as its smaller two-story design will provide a transition between the larger two-story home to the west and single-story home to the east. The Project is situated in a location that presents minimal privacy issues and is well landscaped throughout the site. The driveway for the site is designed to provide efficient and safe access to the residents and neighbors. No major impacts on or off-site are expected from this Project. Therefore, the proposed home will be consistent with the City's Single-Family Residential Design Guidelines and General Plan.

SECTION 3. Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), this Project is a Class 3 Categorical Exemption for the construction of a new single-family home per Section 15303(a) of the CEQA Guidelines.

SECTION 4. For the foregoing reasons, the City Council determines that the Project is Categorically Exempt under the California Environmental Quality Act ("CEQA") Section 15303(a), Class 3, and denies the appeal and upholds the Planning

Commission's decision to approve Single-Family Architectural Design Review No. SFADR 21-13 for a new 3,169 square foot, two-story residence with an attached 443 square foot two-car garage, a 268 square foot attached covered patio, and a 633 square foot basement at 26 E. Santa Anita Terrace, subject to the conditions of approval attached hereto.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON NEXT PAGE]

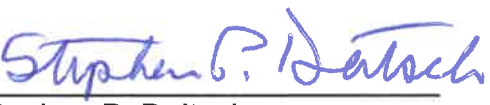
Passed, approved and adopted this 16th day of August, 2022.

\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen P. Deitsch  
City Attorney

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RESOLUTION NO. 7454

**Conditions of Approval**

1. The project shall be developed and maintained by the Owner/Applicant in a manner that is consistent with the plans submitted and conditionally approved for Single-Family Design Review No. SFADR 21-13, subject to the satisfaction of the Planning & Community Development Administrator or designee.
2. The project shall comply with the City's Water Efficient Landscaping Ordinance (WELO). The application shall be submitted with the plans for plan check in Building Services.
3. The Owner/Applicant shall construct the following improvements:
  - a. Remove the block wall for the entire width of the public right-of-way extension of Santa Anita Terrace along the property frontage of 26 E. Santa Anita Terrace.
  - b. Remove the curved curb and gutter, and the driveway extension in front of 28 E. Santa Anita Terrace and construct a new curb, gutter and drive approach to follow the normal street extension to the westerly Santa Anita Terrace terminus
  - c. Construct a standard drive approach for the property at 26 E. Santa Anita Terrace at the terminus of the current street.
4. The Owner/Applicant shall inform all the property owners on E. Santa Anita Terrace and those that abut the subject site at least two weeks prior to commencing any work on the subject site (i.e. grading/construction). The notice should include the Superintendent's contact information. The Owner/Applicant shall also inform the property owner of 28 E. Santa Anita Terrace at least two weeks prior to commencing any work on the driveway leading on to their property.
5. The Owner/Applicant shall clear the public right-of-way on E. Santa Anita Terrace of any construction related debris at the end of each day during construction.
6. Prior to the start of work on the subject site (i.e. grading/construction), if the site is developed prior to the adjacent property to the west at 1512 S. Santa Anita Avenue, the Applicant/Owner shall be required to construct a new 6'-0" high wall along the westerly property line. This shall be subject to review and approval by the Planning & Community Development Administrator, or designee.
7. Landscaping shall be planted in the right-of-way dedication area as indicated on the plans. All landscape and hardscape areas within the dedication area shall be maintained by the Property Owner.
8. The hedges/shrubs along the side and rear yard areas shall be planted at a height of 6'-0" or taller prior to issuance of a Certificate of Occupancy from Building Services. The landscaping must comply with the approved landscape plans and be maintained.

9. The Owner/Applicant shall comply with all City requirements regarding building safety, fire prevention, detection, suppression, emergency access, public right-of-way improvements, parking, water supply and water facilities, sewer facilities, trash reduction and recycling requirements, and National Pollutant Discharge Elimination System (NPDES) measures to the satisfaction of the Building Official, Fire Marshal, Public Works Services Director, and Planning & Community Development Administrator, or their respective designees. Compliance with these requirements is to be determined by having fully detailed construction plans submitted for plan check review and approval by the foregoing City officials and employees.
10. To the maximum extent permitted by law, the Applicant must defend, indemnify, and hold the City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with Single-Family Design Review No. SFADR 21-13 on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant's contractors, agents, tenants, employees or any other persons acting on Applicant's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this approval, or any other supporting document relating to the Project, the City will promptly notify the Applicant of the claim, action, or proceedings and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days' notice from the City of any such action, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in

defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

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# Attachment B

Appeal Application and Letter,  
dated June 6, 2022



APPEAL NO. 22-04

### APPEAL APPLICATION

#### SUBJECT OF APPEAL

APPLICATION TYPE AND NUMBER(S): Appeal decision of the SFARD 21-13  
 PROJECT ADDRESS: 26 E Santa Anita Terrace, Arcadia  
 DATE THE DECISION BEING APPEALED WAS RENDERED: 5/24/22

#### APPELLANT INFORMATION

NAME Jun Dai, Yang Liu, & NEIGHBORS  
(Appellant First & Last Name)  
 MAILING ADDRESS 28 E Santa Anita Ter  
 CITY Arcadia STATE CA ZIP 91006  
 PHONE \_\_\_\_\_  
 E-MAIL ld\_512@yahoo.com

#### OWNER INFORMATION

NAME Johnny Ngo  
(Owner First & Last Name)  
 MAILING ADDRESS 324 W. Camino Real Ave  
 CITY Arcadia STATE CA ZIP 91007  
 PHONE \_\_\_\_\_  
 E-MAIL \_\_\_\_\_

#### APPEAL INFORMATION:

In accordance with the procedures set forth in the Municipal Code of the City of Arcadia, I hereby appeal the decision of the following review authority:


- Director or Designee's Decision     Planning Commission  
 Modification Committee     Homeowner's Association (please specify): \_\_\_\_\_

#### PLEASE ANSWER THE FOLLOWING:

On a separate sheet, explain specifically **what** action(s) you are appealing and the **reason** for the appeal.

#### SIGNATURES

The appellant hereby declares under penalty of perjury that all the information submitted for this appeal is true and correct.

Appellant Signature  Date 06/06/2022

Property Owner Signature N/A Date \_\_\_\_\_

#### FOR OFFICE USE ONLY

Date Filed 6/6/22 Receipt No. 11319 Amount \$ 630.00 Received By SA

# CITY OF ARCADIA APPEAL APPLICATION

## INSTRUCTIONS AND FILING REQUIREMENTS WORKSHEET

### REASON FOR APPEAL

Is the entire decision or only parts of it being appealed?  Entire  Part

Are specific conditions of approval being appealed?  Yes  No

If Yes, list the condition number(s) here: see the attached sheet

Attach a separate sheet(s) providing your reasons for the appeal and specifically state the point(s) at issue.

### FILING REQUIREMENTS/ADDITIONAL INFORMATION

In order for an appeal to be processed without delay, the appeal application must include the following materials. To ensure that the appeal application is complete, please check-off the boxes next to the following required materials:

- Completed appeal application form
- An Ownership Disclosure is required if the property is owned by a corporation, partnership, trust, or non-profit. The disclosure must reveal the agent for service of process or an officer of the ownership entity. The disclosure must list the names and addresses of all the owners and you must attach a copy of the current corporate articles, partnership agreement, trust, or non-profit document, as applicable.
- Filing fee
- Reason for Appeal
- A Radius Map and Property Owner's List and Labels (If the appeal is by the applicant and/or property owner)
  - The radius map accompanying the application must show each lot within the required radius of the property involved. Each lot must be consecutively numbered to correspond to the property owners list as explained below.
  - Property owners list and labels of the subject property as well as all properties within the radius.
  - The property owners list and labels should be typewritten and must include each owner's name, mailing address, and property assessment identification numbers (AIN).
  - Each property owner's name on this list must be numbered to correspond with the numbering placed on the aforesaid radius map.
- HOA Appeals: ARB Findings and Action form is required when the applicant and/or property owner is filing the appeal.
- Architectural Plans

Please note that a Planner may contact you if additional information is necessary prior to the hearing.

Multiple concerned neighbors  
6/03/2022

The City Council  
City of Arcadia  
240 W Huntington Drive  
Re: Reasons for Appeal

Dear City Council Members,

We are appealing the planning commission's decision to approve the project SFADR No. 21-13. We strongly feel that three of our main concerns were not fully answered in the current proposed development.

First, the collision risk between vehicles coming out from this new property and the neighboring driveway still remains unaccounted for. Cars coming out of the hammerhead driveway has, on average, only close to one foot of clearance with any neighbors' parked car. Furthermore, there is very limited visibility between any neighbor's car and the exit of the private driveway, which we believe only increases the risk of collision.

Second, the planned development continues to invade the privacy of bordering neighbors' homes. The existing trees are not dense enough to provide the privacy screen needed, specifically for neighbors directly north and south of the property. In addition, all existing measurements provided by the revised plan do not offer any semblance of sufficient privacy for bordering neighbors.

Third, the safety and quality-of-life measurements we had earlier requested during construction were not committed to in writing. The proposed development has not committed to minimizing the following, inexhaustive list of impacts: noise concerns, traffic jams, street cleanliness, road blockage, etc.

We hope that the City and the appellee property owner will re-evaluate the development plan to address the applicant's concerns listed above.

The Appellants:

Yang Liu and Jun Dai, 28 E Santa Anita Terrace  
Marianne Martin, 1504 S Santa Anita Ave  
Maxine McClellan, 23 E Santa Anita Terrace  
Bingbing Zhang, 27 E Santa Anita Terrace  
Wei Cong, 33 E Santa Anita Terrace  
Li Chen and Chi Liang, 1523 Louise Ave  
Lesley Ma, 37 E Santa Anita Terrace



# Attachment C

Planning Commission Minutes  
for the May 24, 2022 Meeting





**ARCADIA PLANNING COMMISSION  
REGULAR MEETING MINUTES  
TUESDAY, MAY 24, 2022**

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**CALL TO ORDER** Vice Chair Chan called the meeting to order at 7:00 p.m.

**ROLL CALL**

PRESENT: Chair Lin, Vice Chair Chan, Thompson, Tsoi, Wilander  
ABSENT: None

**SUPPLEMENTAL INFORMATION FROM STAFF REGARDING AGENDA ITEMS**

Ms. Flores provided the Commission with revised inclusions for Resolution No. 2096 for Item No. 2, Text Amendment TA 22-01 amending the Arcadia Development Code.

**PUBLIC COMMENTS (5 minute time limit per person)**

There were none.

**PUBLIC HEARING**

1. **Resolution No. 2097** – Denying the Appeal of Single-Family Architectural Design Review No. SFADR 21-13 for a proposed two-story residence with a Categorical Exemption Under the California Environmental Quality Act (CEQA) at 26 E Santa Anita Terrace

**Recommendation:** Adopt Resolution No. 2097

**Applicant:** Yang Liu and Jun Dai, Maxine McClellan, Bingbing Zhang, Wei Cong, Marianne Martin, Li Chen and Chi Liang, and Lesley Ma

Chair Lin introduced the item and Assistant Planner Edwin Arreola presented the staff report.

Commissioner Thompson asked what the height of the hedges being proposed for the easterly side of the property would be. Mr. Arreola responded that they are required to be six-foot in height when planted and maintained at or above that height. Commissioner Thompson then asked for clarification on a difference in the street width on the plat map compared to the parcel map, which City Engineer Phil Wray explained was due to an additional five feet on either side of the street that is sometimes added to the standard 50-foot street width. He then asked if there was a Southern California Edison (SCE) easement along the easterly side of the property and if their approval would be required to work in the easement area. Mr. Arreola confirmed that there is an easement, and the owner will need permission from SCE to encroach on the easement.

Vice Chair Chan asked if a parking study was done for this project. Mr. Arreola explained that the appeal referenced concern for parking limitations due to adding another house to the street, but that this is not a consideration or reason for a parking study since the street parking is available to other vehicles besides homeowners, including visitors and neighbors.

Commissioner Tsoi asked if the half cul-de-sac is included in the recorded map and if the property owner of the project would be required construct the cul-de-sac as a part of their project. Mr. Arreola answered that the half cul-de-sac area is currently private property, and it can be dedicated to the City in order to build a cul-de-sac, but that is not currently a plan with this project.

Ms. Flores added that constructing the cul-de-sac was originally planned with the project but was replaced with the driveway in response to concerns of the Appellants.

Commissioner Thompson asked for clarification on the second-floor square footage included in the staff report compared to the plans. Mr. Arreola explained that the staff report includes an additional sixty-five square feet for the high ceiling area. Commissioner Thompson then asked if the neighboring parcel were to be developed in the future and that property dedicated their portion of the cul-de-sac to the City, would there be any compensation from the City to the property owner for the improvements done in this project. Mr. Wray explained that there would be no compensation due, but that the new improvements would be completed by the City.

Before opening the Public Comment, due to the large number of Appellants, Chair Lin asked their representative, Jason Feazell, if he would be speaking on behalf of the Appellants or if they each want time to speak. Mr. Feazell answered that he would be speaking on their behalf. Chair Lin opened the Public Comment.

Mr. Feazell explained that his clients are appealing the City's approval of this project because of a combination of lack of notice of the initial Parcel Map and overall concerns of the aesthetic, privacy, and safety impacts the development may have on the neighborhood. He stated that although the single-family home project was noticed in October of 2021, the initial Parcel Map process to create the lot began in 2009, which meant that any neighbors who purchased their home after 2009 were unaware that the cul-de-sac at the end of the street may be changed at some point in the future due to development of the empty lot behind it. In terms of aesthetics, the Appellants feel the proposed home does not comply with the symmetry guidelines for single family homes due to its overall size and are concerned that the proposed two-story home would stand out in comparison to the single-story homes in the neighborhood. Further, they believe the project will cause privacy concerns for the immediate neighbors because the proposed two-story home will make it possible for the occupants to see into the neighboring yards. He added that the construction of the driveway for the Project would impact the driveway of the neighbor at 28 E. Santa Anita Terrace, causing them to lose part of their driveway area and creating blind spots that will make it difficult to see when backing out of the property. Mr. Feazell added that the Appellants have an overall concern that since the overall safety of the project is the responsibility of the Applicant, not the City, that they may not have any recourse should they have issues with the project during construction.

There were two speakers in opposition of the appeal.

David Ngo, the Applicant for the project being appealed, explained that he is building his family's future home and that they have worked extensively with his architect and City Staff to complete the project, meet all the requirements of the City, and to address concerns of the Appellants.

Erik Leggio, attorney for the project Applicant, stated that several of the issues raised by the Appellants are unfounded, including the issue of reduced street parking as a result of this project. He added that there has been no evidence provided to show a loss of parking, adding that Santa Anita Terrace and neighboring streets have ample parking available. He noted that the Appellant's argument regarding a disruption of feng-shui is not valid since it is not a matter of consideration for the City's design review process. Further, the Applicant and their designers have made several changes to the project design in order to address the Appellant's concerns, including increasing setbacks to distance the proposed home from neighboring properties and changing the design to add a false window that cannot be seen in or out of, but promotes the aesthetics of the home and adding tall hedges around the perimeter to add privacy for both the home and neighbors. Addressing the issue of neighborhood symmetry, Mr. Leggio noted that there are existing two-

story homes in the neighborhood including two on Louise Avenue. In regard to the safety concerns, Mr. Leggio stated that the hammerhead driveway design was added so that vehicles can maneuver within the property to turn around and exit onto Santa Anita Terrace facing forward, reducing the safety concern of a vehicle backing out of the driveway. To further address safety concerns during and after construction, a six-foot concrete wall along the westerly side of the property will be built first once construction begins, provided privacy and protection for both the property owner and neighbors. In addition, every effort will be made to have all construction vehicles parked and materials stored on the property, and neighbors will be provided two-weeks notice before any grading work begins. Mr. Leggio concluded that the Appellants were properly notified of the project and parcel map changes as it went through City procedures, and that the Applicant has addressed all of the Appellant's reasonable concerns through redesigns to the project, while still complying with the Development Code standards and design guidelines.

There were no further comments.

### **MOTION- PUBLIC HEARING**

It was moved by Commissioner Thompson, seconded by Commissioner Wilander, to close the public hearing. Without objection, the motion was approved.

### **DISCUSSION**

Commissioner Thompson noted that many of the Appellant's concerns regard the property entrance facing Santa Anita Terrace, however the decision to give the property a Santa Anita Terrace address was made through approving the Parcel Map. He added that the concerns of the mass and scale of the proposed house are not as concerning considering the second floor is half the size of the main floor and the house is set back into the property where it may not be visible from the street and that overall. Commissioner Thompson concluded that the proposed design represents the best available option to adding the project entrance to the street, and he is in support of denying the appeal.

Vice Chair Chan asked for clarification on the ability of vehicles to turn around within the property in order to exit driving forward, and staff confirmed that the addition of the hammerhead driveway allows vehicles to back up and proceed forward to exit the driveway onto the street.

Commissioner Wilander added that after visiting the site, she observed ample street parking options, but acknowledged that the Appellants may feel differently having the ability to park where the project site driveway will go in the past. Regarding the concerns about safety and privacy, she agreed that the approved project design has addressed those items.

Commissioner agreed with the other Commissioners that the project design has been modified to address the privacy concerns. He added concerns about the property driveway being built in the public right of way and therefore on City property. Assistant City Attorney Mike Maurer clarified that the dedication of that portion of land remains an option of the City, unless the City chooses to vacate the land for a development project, but that the parcel of land of the half cul-de-sac has not yet been dedicated to the City.

Chair Lin agreed with the other Commissioner's statements and added that although the development may not be what the neighbors want, the property owner has followed the proper procedures and regulations as required by the Development Code and applicable laws in the design of this project.

Commissioner Thompson asked if it would be feasible to add a requirement for planting shrubs in height of eight to ten feet instead of the proposed six-foot hedges. Ms. Flores explained that based on past experience, it has been difficult to find suitable hedges taller than six-foot, and that most often, the species of that height reject to soil and are difficult to maintain. She added that a condition of approval was added to require that six-foot, fast-growing hedges are planted along the property.

## MOTION

It was moved by Commissioner Thompson, seconded by Commission Wilander to deny the Appeal of Single-Family Architectural Design Review No. SFADR 21-13 for a proposed two-story residence with a Categorical Exemption Under the California Environmental Quality Act (CEQA) at 26 E Santa Anita Terrace

## ROLL CALL

AYES: Chair Lin, Vice Chair Chan, Thompson, Tsoi, Wilander  
NOES: None  
ABSENT: None

*There is a ten day appeal period after the adoption of the Resolution. If adopted, appeals are to be filed by 5:30 p.m. on Monday, June 6, 2022.*

- 2. Resolution No. 2096** – Recommending that the City Council approve Text Amendment No. TA 22-01 (Ordinance No. 2388) amending Divisions 2 and 5 of Chapter 1, Article IX, of the Arcadia Development Code related to urban lot splits and two-unit projects and with a Statutory Exemption from the California Environmental Quality Act

**Recommendation:** Adopt Resolution No. 2096

**Applicant:** City of Arcadia

## MOTION- PUBLIC HEARING

Chair Lin introduced the item and Planning Manager Fiona Graham presented the staff report.

Commissioner Thompson asked if there was a reliable way to enforce the requirement that the property owner live in one of the units for a minimum of three years when utilizing the Senate Bill 9 provisions to split or develop their parcel. Ms. Graham answered that the owner is required to sign an affidavit and that enforcement may done through the Code Enforcement Division if properties are found to be acting outside of this requirement.

Vice Chair Chan asked if the same setback requirements and floor-ratio limits of the subject property would be applicable to the two lots after a lot split or a two-unit development. Ms. Graham confirmed that in both cases, they would be subject to the same setback requirements as the original lot. She added that the same floor-ratio limits would apply to the new lot, provided it does not prohibit the development of two 300 square foot units.

Commissioner Tsoi asked why the lot split requirement is explicitly straight down the middle and front to back of the property, and if a property is split under the SB9 provisions, if the property owner be restricted to building 800 square foot units on each property. Fiona answered that the

lot split under these provisions is outlined as straight down the middle of the property and that the units built after the lot split can be a maximum of 800 square feet, even if only one is built. Ms. Flores added that there is an additional component of affordability that should be considered with these provisions, and that only projects submitted under these provisions would be subject to the regulations within this Text Amendment.

Vice Chair Chan asked a property could be split under the Urban Lot Split then build an Accessory Dwelling Unit (ADU), which Ms. Flores responded they could not, but could potentially do either or, but not both. He then asked if it was possible to split lots across the property rather than front to back. Ms. Flores stated that the City has prohibited lot splits in this way, called flag lots, since the 1970s and would recommend continuing to do so.

It was moved by Vice Chair Chan, seconded by Commissioner Tsoi, to close the public hearing. Without objection, the motion was approved.

## **DISCUSSION**

Commissioner Thompson asked Mr. Maurer to clarify the administrative approval process. Mr. Maurer clarified that if applications meet the requirements for approval, they must be approved by the Director, unless they do not meet the requirements based on the specific reasons for denial outlined in the Text Amendment. Commissioner Thompson added that the proposed amendment adequately meets the requirements of SB9 while preserving the characteristics and aesthetics of the neighborhoods and he recommends approval and recommendation to the City Council.

Vice Chair Chan asked Staff to clarify whether or not garage space is included in the total living space calculation. Ms. Graham confirmed that it is not.

Commissioner Wilander agreed that the proposed amendment is a good effort in including the state requirements for ministerial approval of projects under these two provision while maintaining some ability to keep neighborhood characteristics the the City is known for.

Commissioner Tsoi and Chair Lin agreed with the other Commissioner's comments and supported the recommendation to City Council.

## **MOTION**

It was moved by Commissioner Wilander, seconded by Commissioner Tsoi to Recommending that the City Council approve Text Amendment No. TA 22-01 (Ordinance No. 2388) amending Divisions 2 and 5 of Chapter 1, Article IX, of the Arcadia Development Code related to urban lot splits and two-unit projects and with a Statutory Exemption from the California Environmental Quality Act and Adopt Resolution No. 2096

### **ROLL CALL**

AYES: Chair Lin, Vice Chair Chan, Thompson, Tsoi, Wilander  
NOES: None  
ABSENT: None

## **CONSENT CALENDAR**

3. Minutes of the May 10, 2022, Regular Meeting of the Planning Commission

**Recommendation:** Approve

It was moved by Commissioner Tsoi, seconded by Commissioner Tsoi to approve the minutes of the May 10, 2022, Planning Commission Regular Meeting.

**ROLL CALL**

AYES: Vice Chair Chan, Thompson, Tsoi, Wilander  
NOES: None  
ABSENT: None  
ABSTAINED: Chair Lin

**MATTERS FROM CITY COUNCIL LIAISON**

Council Member Sho Tay was not present.

**MATTERS FROM THE PLANNING COMMISSIONERS**

The Commissioners had nothing.

**MATTERS FROM ASSISTANT CITY ATTORNEY**

Mr. Mauer had no updates for the Commission.

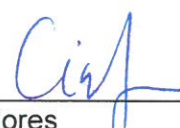
**MATTERS FROM STAFF INCLUDING UPCOMING AGENDA ITEMS**

Ms. Flores informed the Commission that there will be Planning Commission reorganization at the June 14, 2022, meeting. She added that Chair Lin and Vice Chair Chan's last meeting will be on June 28, 2022, but Commissioner Wilander will be absent from that meeting. There will be two new commissioners beginning with the July 12, 2022, meeting. Ms. Flores advised the Commission that there are three tentative items for the next meeting.

**ADJOURNMENT**

The Planning Commission adjourned the meeting at 8:32 p.m., to Tuesday, June 14 2022, at 7:00 p.m. in the City Council Chamber.

  
\_\_\_\_\_  
Zi Lin  
Chair, Planning Commission

ATTEST:   
\_\_\_\_\_  
Lisa Flores  
Secretary, Planning Commission

# Attachment D

Staff Report for the May 24, 2022  
Planning Commission Meeting,  
including all Attachments



# STAFF REPORT

Development Services Department

**DATE:** May 24, 2022

**TO:** Honorable Chair and Planning Commission

**FROM:** Lisa L. Flores, Planning & Community Development Administrator  
By: Edwin Arreola, Assistant Planner

**SUBJECT:** RESOLUTION NO. 2097 – DENYING THE APPEAL OF SINGLE FAMILY ARCHITECTURAL DESIGN REVIEW NO. SFADR 21-13 FOR A PROPOSED TWO-STORY RESIDENCE WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AT 26 E SANTA ANITA TERRACE  
**Recommendation: Adopt Resolution No. 2097**

## **SUMMARY**

The Appellants, Yang Liu and Jun Dai, Maxine McClellan, Bingbing Zhang, Wei Cong, Marianne Martin, Li Chen and Chi Liang, and Lesley Ma, are appealing the Development Services Department's approval of Single-Family Architectural Design Review No. SFADR 21-13 for a new 3,169 square foot, two-story residence with an attached 443 square foot two-car garage, a 268 square foot attached covered patio and a 633 square foot basement located at 26 E. Santa Anita Terrace. The appeal was filed on March 10, 2022. It is recommended that the Planning Commission adopt Resolution No. 2097, thereby denying the appeal and upholding the Development Services Department's decision.

## **BACKGROUND**

The subject property is an 8,283 square foot, unimproved vacant lot at the end of a cul-de-sac at E. Santa Anita Terrace (see Figure 1) which was once part of a larger lot that was subdivided in 2018. The structures that were previously on this property were demolished in 2018 as part of the Final Parcel Map approval. The property is zoned R-1, Low Density Residential – refer to Attachment No. 2 for an Aerial Photo with Zoning Information and Photos of the Subject Property and Surrounding Properties. The surrounding properties are all zoned R-1 and consist of one-story homes on E. Santa Anita Terrace and two-story homes to the north and south, on different streets but abutting the subject site.



The subject property was part of a larger property that was 31,040 square feet at 1512 S. Santa Anita Avenue. In 2009, a Tentative Parcel Map for a two-lot subdivision was approved. The subdivision resulted in a 20,918 square foot lot area for Lot No. 1 with access from Santa Anita Avenue (1512 S. Santa Anita Avenue) and Lot No. 2 was 8,283 square feet with direct access from Santa Anita Terrace (26 E. Santa Anita Terrace, the subject site) – refer to Figure 1 below.

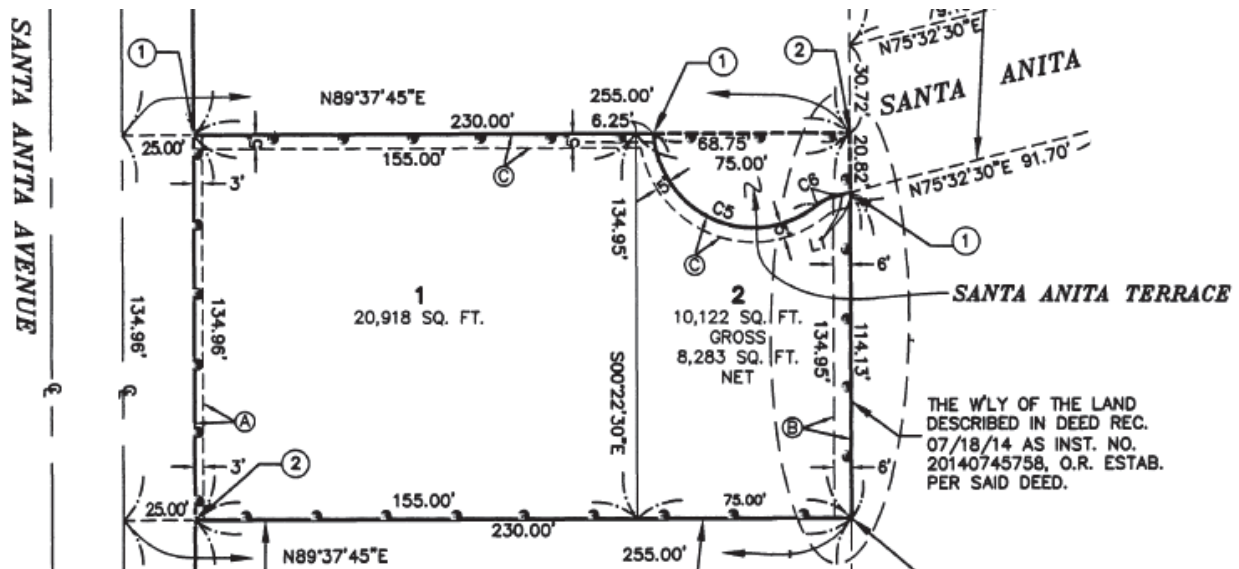


Figure 1 – Parcel Map

The tentative parcel map was valid for two years. Because of the recession in 2009, multiple Assembly Bills were passed by the State to automatically extend all the parcel and tract maps. As a result, the tentative parcel map for this site expired on July 14, 2018, which included a one-time, one-year extension that was granted by the City. The Final Parcel Map was approved by the City Council on June 19, 2018, that included a right-of-way dedication for the future construction of a half cul-de-sac (refer to Figure 1 above and Attachment No. 8 – Parcel Map No. 70963). Ultimately, it would become a full cul-de-sac should the property owner at 1504 S. Santa Anita Avenue dedicate the other half of the cul-de-sac. The dedication does require that the driveway apron be altered at 28 E. Santa Anita Terrace in order for the subject site to have access from the street.

Since the approval of the parcel map, a new 6,693 square foot two-story house was approved at 1512 S. Santa Anita Avenue last December. The subject property currently has no dividing wall on its westerly property line but once the site is developed it will have a wall between both properties. The lot is bounded by walls/fencing on the north, east, and south.

### **Project Description**

On April 26, 2021, the Applicant filed a Single-Family Architectural Design Review application to develop the last lot of this subdivision with a new house. Now that the lot is being developed, it would require the driveway apron to be modified and adjusted at 28 E. Santa Anita Terrace in order for this site to have access from the street (see Figure 2). All the improvements will occur within the public right-of-way and it will not affect the owner's legal lot. Also, a portion of the existing 6-foot high block wall at the end of E. Santa Anita Terrace and along the easterly property line of the subject property would need to be removed to allow access.



Figure 2 – New Driveway Approach

Back in September 2021, City Staff met with the affected owner next door, Mr. Jun Dai (one of the Appellants), to make him aware of the proposed development and alteration to his driveway apron since he would be most directly impacted by this project. He was unaware of the access since he was not the property owner at the time the tentative map

was approved. Since then, the Applicant and City kept him apprised of all the changes that were made throughout the process.

In terms of the design, the Applicant originally proposed a 3,386 square foot, two-story, Traditional style home with an attached 443 square foot, two-car garage and 268 square foot covered patio. The half cul-de-sac area in front of the property was also to be constructed and dedicated with the project.

The project was first noticed on October 11, 2021, at which time the City received a total of 5 letters of concerns from the neighbors. The neighbors were mainly concerned with the potential safety hazards, appearance, and functionality of the proposed half cul-de-sac, the first two-story house being proposed on this street, and potential construction impacts. Additionally, the neighbors to the east had concerns regarding the modification of their driveway access within the public right-of-way for the potential installation of a cul-de-sac – refer to Attachment No. 7 for those comments.

After taking the neighbors' comments into consideration, the project was revised with the following changes:

- The proposal to construct the half cul-de-sac was removed and a hammerhead driveway was proposed instead with private access to the property since the neighbors did not like the appearance, design or functionality of the half cul-de-sac. Regardless, the revised driveway would still require a portion of the neighbor's driveway access in the public right-of-way to be altered to allow access to the subject site. The end result would be a new narrow drive approach at the end of the street next to the neighbor's altered drive approach.
- Reduced the overall square footage of the two-story house from 3,386 square feet to 3,169 square feet.
- Reduced the floor area of the second floor from 1,365 square feet to 1,111 square feet, including high ceiling area.
- Increased the second story setback on the easterly side from 15'-0" to 20'-6" and kept the second story footprint towards the west and south of the building.
- Limited the easterly facing windows on the second floor to one obscured glass window.
- Added a 633 square foot basement.

As a result of the changes, the revised project is a 3,169 square foot, Traditional style, two-story residence. The proposed home will consist of 4 bedrooms, 4.5 bathrooms, an attached 443 square foot, two-car garage, a 268 square foot attached covered patio, and a 633 square foot basement – refer to Attachment No. 5 for Architectural Plans. The total floor area ratio (FAR) of the residence will be 3,232 square feet, whereas 3,727 square

feet is allowed. The site will have a total lot coverage of 34% (2,832 square feet), whereas 35% (2,899 square feet) is allowed.

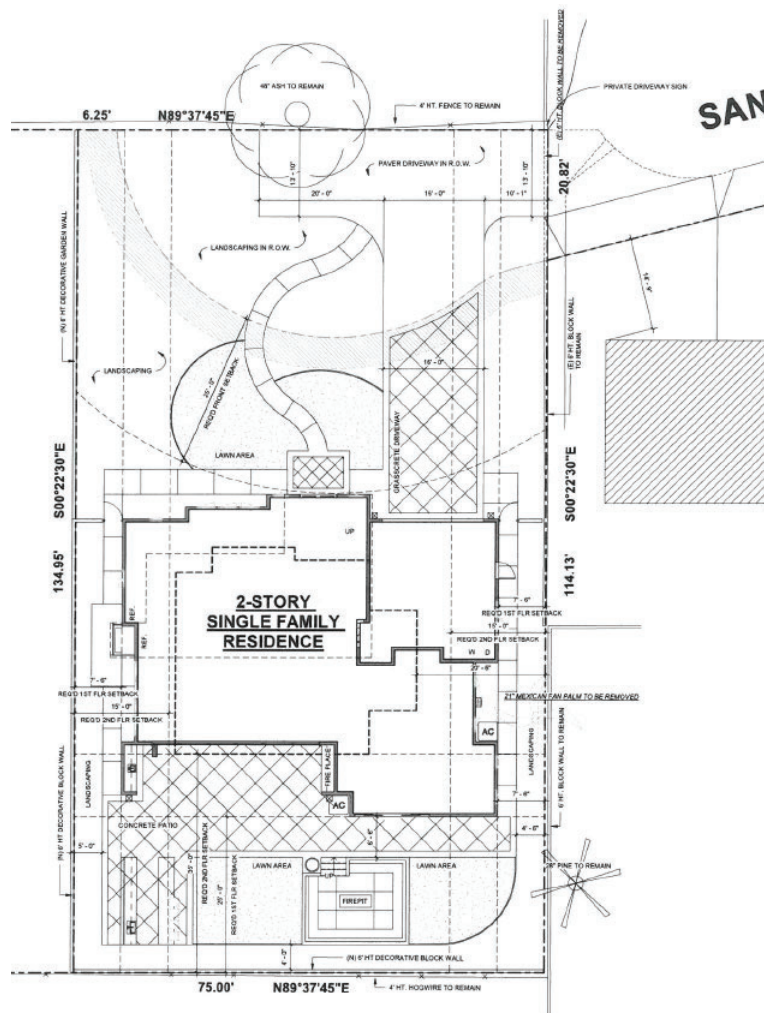


Figure 3 – Site Plan

On February 2, 2022, a second notice was sent to all the property owners within the 300-foot radius that included all the changes that were made to the project, as stated above. During the notification period, the City received five letters from the neighbors– refer to Attachment No. 6.

On February 28, 2022, the project was approved on the basis that the proposed design for the two-story house was found to be consistent with the City’s Single-Family Residential Design Guidelines, as the overall mass and scale along with its style helped transition this new home from a two-story home that is to the west of this site into the single-story homes on Santa Anita Terrace. Also, due to the orientation of this lot, the house will not have a street presence like the other homes on Santa Anita Terrace. In

fact, only the driveway is visible from the street. The house will be screened by large mature Cypress trees and foliage on the adjacent property, and the subject site will also have tall hedges and trees within the side and rear yard areas to provide further screening and help soften the appearance of the two-story house. The Traditional architectural style is coherent, consistent with the neighborhood, and adequately executes the style. Furthermore, the proposed home will comply with all of the required development standards.



Figure 4 – North (Front) Elevation

On March 10, 2022, the Appellants filed an appeal within the prescribed 10-day appeal period (refer to Attachment No. 3 – Appeal Letter).

On April 14, 2022, City staff met with the Appellants to discuss their concerns and explain that the map and the half cul-de-sac was not a part of this project since the map was approved back in 2009 and recorded in 2018. Furthermore, Staff went over the history of the subject property as it relates to the subdivision, answered any questions about the proposed project, and addressed the Appellants' concerns and assured them that the half cul-de-sac would not be constructed for this project.

## **ANALYSIS**

The Appellants had concerns with the new house depriving the other residents of on-street parking since it is a short street, the proposed driveway conflicting with the feng shui of the neighborhood, the two-story house creating a privacy issue to the surrounding neighbors, safety pertaining to visibility when accessing the new driveway, potential construction impacts, and other concerns that pertain to the subdivision which is not a part of this approval – refer to Attachment No. 3.

Below is an analysis to the Appellants concerns shown in italics.

1. *Adding another house deprives other residents of parking spaces for their own uses and for visitors. This address already has seven houses on a small, short street.*

The City does not restrict the use of on-street parking to the property owners. As a result, a new residence on a lot that was legally subdivided is allowed the same privilege as the other property owners and/or visitors on this street.

2. *This new project breaks the Feng Shui of the neighborhood, generating a leakage of chi by cutting a hole into an otherwise whole cul-de-sac.*

The City does not take feng shui into account as part of the design review process and the only access into this property is from Santa Anita Terrace. The property owner is allowed to develop this property and have access, as any other legal lot.

3. *Building a two-story house deprives the privacy of all surrounding neighbors that are in the direct view of the new property. In fact, other than a traditional farm-style house, all nearby affected properties are one-story. The new house can easily see into all houses in the area outlined by E. Santa Anita Terrace, Louise Avenue, and E. Camino Real Avenue.*

Regarding the privacy concern, the Applicant revised the design to provide a greater setback on the second floor on the easterly side of the house to ensure that there is no privacy concern to the property next door at 28 E. Santa Anita Terrace. The second story setback was increased from 15'-0" to 20'-6" (an additional 5'-6"), and that side of the house will only one window with an obscured glass, as shown in Figure 5 below. There will be no privacy issue to the adjacent properties due to the orientation of the house on this site in relations to the adjacent homes. Furthermore, there are tall mature Cypress trees and landscaping on the adjacent properties that provide additional screening to the neighboring sites and the subject property owner will provide tall hedges and trees on the site – refer to the photos under Attachment No. 2.



Figure 5 – East Elevation

4. *The proposed street frontage and the private driveway create a safety risk for the adjacent neighbor. The plan does not demonstrate that vehicles coming out of the new property are clearly visible to those of the adjacent neighbor.*

The hammerhead driveway would create a large, paved turn around area making it possible for vehicles to make a 3-point turn and head nose first out of the driveway and onto the street allowing for greater visibility, as shown below. Therefore, the approved layout should not create a safety risk.

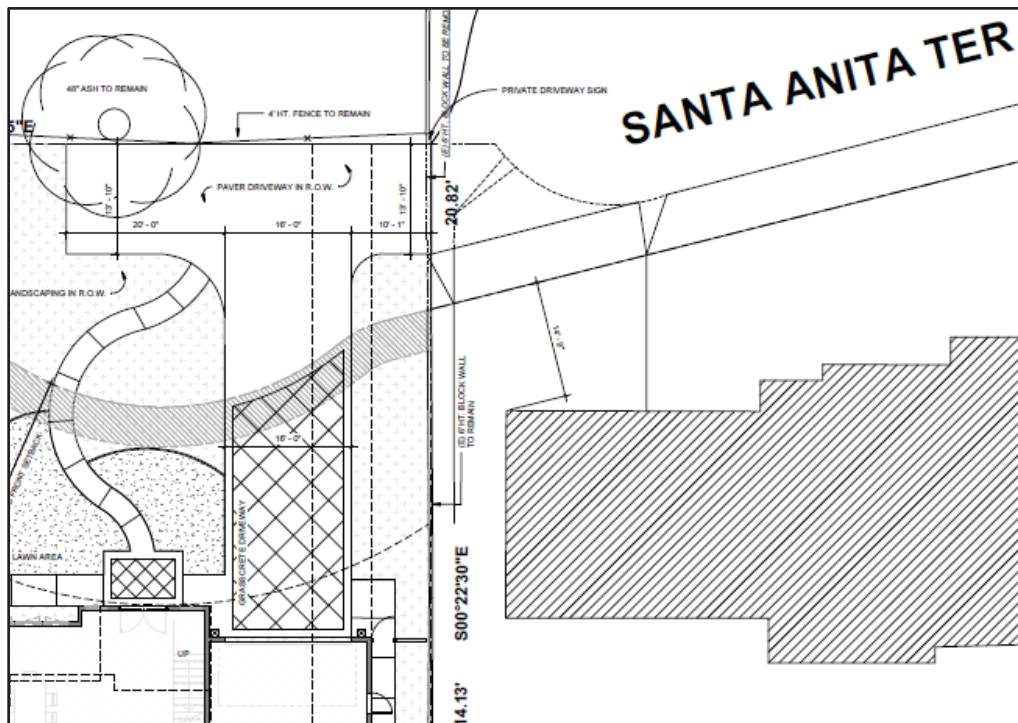


Figure 6 – Proposed Hammerhead Driveway

5. *The proposed street frontage [of the subject lot will be shortened] to less than 44', which does not meet the city regulation of 44' required at the end of the cul-de-sac. This was clearly stated and rejected in the 2009 analysis of the parcel map modification, TPM 09-10.*

The site contains a half cul-de-sac area that is to be dedicated to the City should the property to the north dedicate the area to construct a standard cul-de-sac. The lot has an 89'-9" frontage along this dedication. Although a dedication was proposed for this half of the cul-de-sac, a driveway is being proposed instead to alleviate the neighbors' concerns. The end result would be a new narrow drive approach at the end of the street next to the neighbor's altered drive approach.

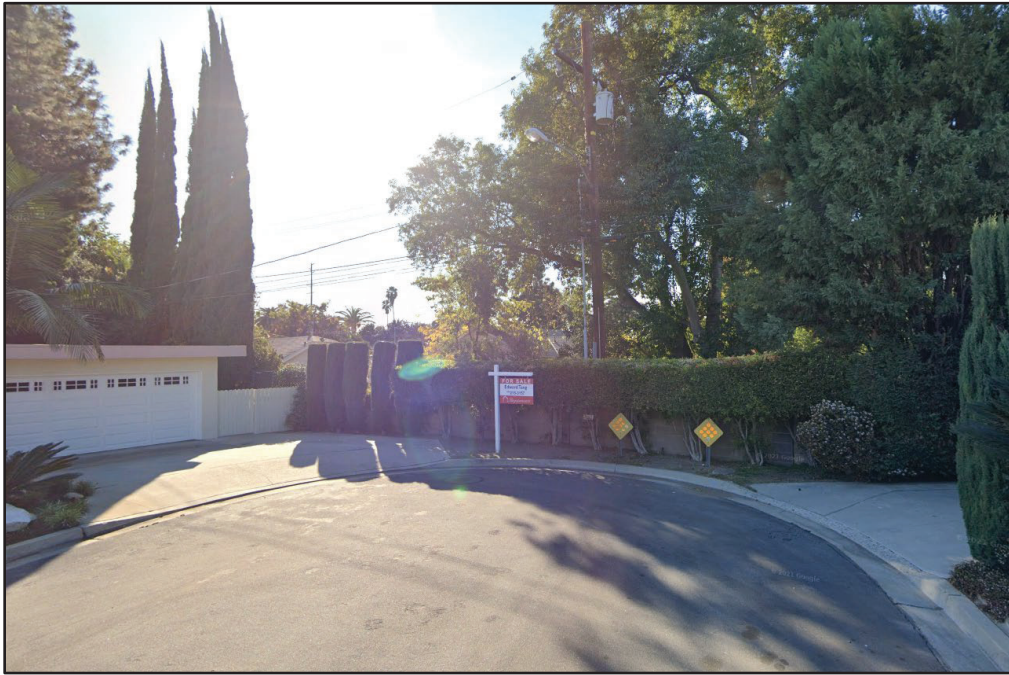


Figure 7 – Current Terminus of E. Santa Anita Ter.

6. *The parcel map change, which created the “26 E Santa Anita Terrace” address, was not [recorded] in the city’s public record until 2019. The 2009 notice was unclear. Residents who resided on E. Santa Anita Terrace we’re not clearly notified that Lot 2 would have an “E. Santa Anita Terrace” address. And none of the residents that moved-in after 2009 were aware of this change because of negligence in updating the public record.*

As stated earlier in this staff report, the property owners within the 300 foot radius were notified of the tentative parcel map to subdivide the subject lot into two lots. The final parcel map was recorded within the allowed time frame, which included multiple automatic extensions from the State. The final parcel map process does not require notification to the neighbors, just approval by the City Council. The parcel map that was recorded by the Los Angeles County’s Recorder’s Office in 2018 had been noted as “For Condominium Purposes” so it was corrected in 2019 since this property is not zoned for condominiums. Lot No. 2 of the subdivision always had access off of E. Santa Anita Terrace since any access from Santa Anita Avenue would require a driveway easement over Lot No. 1, thereby creating a flag lot and the City has not allowed flag lots since the early 1970’s.

7. *The proposed project poses a public safety risk to all residents on this street, including significantly reduced parking space for other residents during the construction period, and causing an easy access for criminals to the otherwise self-contained neighborhood at E. Santa Anita Terrace.*



The City will work with the Applicant to ensure that they comply with all best management practices for construction and if possible, have their contractors park on the subject site during construction. Staff acknowledges that any construction might be an inconvenience to the neighbors, but the duration is temporary. Also, a condition of approval has been placed on this project that the Applicant must inform all of the property owners on this street and any properties that abut the property line at least 2 weeks prior to any grading/construction on this site and provide the Superintendent's contact information should any of the neighbors have any concerns – refer to condition no. 4.

In terms of easy access from Santa Anita Avenue to E. Santa Anita Terrace, a new 6 foot high wall is approved for the new house at 1512 S. Santa Anita Avenue between the two properties and it would provide a barrier for any potential trespassers off of Santa Anita Avenue. If this site is developed prior to the adjacent property, the Applicant shall be required to build the new wall first – refer to condition no. 5.

## **FINDINGS**

Section 9107.19.050 of the Development Code requires that the Review Authority may approve a Site Plan and Design Review application, only if it first makes all the following findings:

- 1. The proposed development will be in compliance with all applicable development standards and regulations in the Development Code.**

**Facts to Support This Finding:** The subject site is zoned R-1, Low Density Residential Zone, which allows for the development of a single-family residence. Aside from the design review criteria addressed hereafter, the proposed project will not change the use or density allowed in this zone and meets all of the development standards and regulations required, including but not limited to setbacks, height, and floor area.

- 2. The proposed development will be consistent with the objectives and standards of the applicable Design Guidelines.**

**Facts to Support This Finding:** The proposed project will be consistent with the City's Single-Family Residential Design Guidelines as the overall mass and scale of the home transitions well between the adjacent two-story homes to the west of this site and the single-story homes on Santa Anita Terrace. The proposed residence will not have any street presence like the other homes on Santa Anita Terrace because the orientation of this lot hardly has any street frontage other than a driveway, the proposed home is tucked away, and there are large Cypress trees on the adjacent property to further screen the second floor. The Traditional

architectural style is coherent, consistent with the neighborhood, and adequately executes the style.

**3. The proposed development will be compatible in terms of scale and aesthetic design with surrounding properties and developments.**

**Facts to Support This Finding:** The proposed Traditional style home would be compatible with the character of the neighborhood in terms of the architectural design since the subject site is in a residential neighborhood that is comprised of Ranch or Traditional style homes. The traditional style house is consistent with the City's design guidelines in terms of form, roof, articulations, design features and details, and color. The architectural design, overall articulation, greater second story setbacks, and placing of the proposed residence towards the rear of the lot helps minimize the scale and soften the appearance of the home.

**4. The proposed development will have an adequate and efficient site layout in terms of access, vehicular circulation, parking and landscaping.**

**Facts to Support This Finding:** Due to the limitations of the lot, the only access to the property is off of a street frontage at the end of E. Santa Anita Terrace. A driveway, along with improvements in the public right-of-way, will be constructed in order to provide adequate access to the site. Additionally, to improve vehicular circulation, a hammerhead driveway is proposed on the property to allow vehicles to drive on to E. Santa Anita Terrace safely facing forward. Required parking is being provided with a two-car garage and adequate landscaping will be provided throughout the property which would also enhance the privacy for the surrounding neighbors.

**5. The proposed development will be in compliance with all of the applicable criteria identified in Subparagraph 9107.19.040.C.5 for a Site Plan and Design Review application.**

**Facts to Support This Finding:** The proposed project would be in compliance with all the applicable criteria set forth in Subparagraph 9107.19.040.C.5, including all other applicable sections of the Development Code. The project is in compliance with the City's Single-Family Residential Design Guidelines as the proposed home will have an appropriate mass, scale, and design that fits in with the homes it is bounded by. The site layout and design is harmonious with the neighborhood as its smaller two-story design will provide a transition between the larger two-story home to the west and single story home to the east. The project is situated in a location that presents minimal privacy issues and is well landscaped throughout the site. The driveway for the site is designed to provide efficient and safe access to the residents and neighbors. No major impacts on or off-site are

expected from this project. Therefore, the proposed home will be consistent with the City's Single-Family Residential Design Guidelines and General Plan.

### **ENVIRONMENTAL ANALYSIS**

The proposed project qualifies as a Class 3 Categorical Exemption per the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) of the CEQA Guidelines for the construction of a new single-family home. Refer to Attachment No. 9 for the Preliminary Exemption Assessment.

### **PUBLIC COMMENTS**

Public hearing notices for this appeal were mailed to the owners of the properties that are located within 300 feet of the subject property and published in Arcadia Weekly on May 12, 2022. As of May 19, 2022, staff has not received any comments from the public.

### **RECOMMENDATION**

It is recommended that the Planning Commission adopt Resolution No. 2097 to deny the Appeal and uphold the Development Services Department's approval of SFADR 21-13 with a categorical exemption under the California Environmental Quality Act (CEQA), subject to the following conditions of approval:

1. The project shall be developed and maintained by the Owner/Applicant in a manner that is consistent with the plans submitted and conditionally approved for Single-Family Design Review No. SFADR 21-13, subject to the satisfaction of the Planning & Community Development Administrator or designee.
2. The project shall comply with the City's Water Efficient Landscaping Ordinance (WELO). The application shall be submitted with the plans for plan check in Building Services.
3. The Owner/Applicant shall construct the following improvements:
  - a. Remove the block wall for the entire width of the public right-of-way extension of Santa Anita Terrace along the property frontage of 26 E. Santa Anita Terrace.
  - b. Remove the curved curb and gutter, and the driveway extension in front of 28 E. Santa Anita Terrace and construct a new curb, gutter and drive approach to follow the normal street extension to the westerly Santa Anita Terrace terminus
  - c. Construct a standard drive approach for the property at 26 E. Santa Anita Terrace at the terminus of the current street.
4. The Owner/Applicant shall inform all the property owners on E. Santa Anita Terrace and those that abuts the subject site at least two weeks prior to commencing any

work on the subject site (i.e. grading/construction) and the notice should include the Superintendent's contact information.

5. Prior to the start of work on the subject site (i.e. grading/construction), if the site is developed prior to the adjacent property to the west at 1512 S. Santa Anita Avenue, the Applicant/Owner shall be required to construct a new 6'-0" high wall along the westerly property line. This shall be subject to review and approval by the Planning & Community Development Administrator, or designee.
6. Landscaping shall be planted in the right-of-way dedication area as indicated on the plans. All landscape and hardscape areas within the dedication area shall be maintained by the Property Owner.
7. The hedges/shrubs along the side and rear yard areas shall be planted at a height of 6'-0" or taller prior to issuance of a Certificate of Occupancy from Building Services. The landscaping must comply with the approved landscape plans and maintained.
8. The Owner/Applicant shall comply with all City requirements regarding building safety, fire prevention, detection, suppression, emergency access, public right-of-way improvements, parking, water supply and water facilities, sewer facilities, trash reduction and recycling requirements, and National Pollutant Discharge Elimination System (NPDES) measures to the satisfaction of the Building Official, Fire Marshal, Public Works Services Director, and Planning & Community Development Administrator, or their respective designees. Compliance with these requirements is to be determined by having fully detailed construction plans submitted for plan check review and approval by the foregoing City officials and employees.
9. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with Single-Family Design Review No. SFADR 21-13 on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant's contractors, agents, tenants, employees or any other persons acting on Applicant's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this approval, or any other supporting document relating to the

Project, the City will promptly notify the Applicant of the claim, action, or proceedings and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days' notice from the City of any such action, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

## **PLANNING COMMISSION ACTION**

### Approval of Appeal

If the Planning Commission intends to approve the appeal and overturn the Development Services Department's decision of the project, the Commission should pass a motion to approve the Appeal, stating that the proposed project is inconsistent with the City's Single-Family Residential Design Guidelines and the findings cannot be made for Single Family Architectural Design Review, and that the project is exempt per Section 15303(a) of the CEQA Guidelines, and direct staff to prepare a resolution for adoption at the next meeting that incorporates the Commission's decision and specific findings.

### Denial of Appeal

If the Planning Commission intends to deny the appeal and uphold the Development Services Department's approval of the project, the Commission should pass a motion to deny the Appeal, stating that the proposed project is consistent with the City's Single-Family Residential Design Guidelines and the findings can be made for Single Family Architectural Design Review, as stated in this staff report.

If any Planning Commissioner, or other interested party has any questions or comments regarding this matter prior to the May 24, 2022, Planning Commission Meeting, please

contact Edwin Arreola, Assistant Planner by calling (626) 821-4334, or by email to earreola@ArcadiaCA.gov.

Approved:



Lisa L. Flores  
Planning & Community Development Administrator

- Attachment No. 1: Resolution No. 2097
- Attachment No. 2: Aerial Photo with Zoning Information & Photos of Subject Property and Vicinity
- Attachment No. 3: Appeal Letter
- Attachment No. 4: Decision Letter for SFADR 21-13
- Attachment No. 5: Architectural Plans
- Attachment No. 6: Public Comments from February 2, 2022, Notice
- Attachment No. 7: Public Comments from the October 11, 2021, Notice
- Attachment No. 8: Parcel Map No. 70963
- Attachment No. 9: Preliminary Exemption Assessment

# Attachment No. 1

Resolution No. 2097

RESOLUTION NO. 2097

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARCADIA, CALIFORNIA, DENYING THE APPEAL OF SINGLE FAMILY ARCHITECTURAL DESIGN REVIEW NO. SFADR 21-13 FOR A PROPOSED TWO-STORY RESIDENCE WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AT 26 E SANTA ANITA TERRACE

WHEREAS, on April 26, 2021, an application for Single Family Architectural Design Review No. SFADR 21-13 was filed by Eric Tsang on behalf of the property owner, Johnny Ngo, for a new 3,386 square foot, two-story, Traditional style residence with an attached 443 square foot two-car garage and a 268 square foot attached covered patio at 26 E. Santa Anita Terrace; and

WHEREAS, on February 2, 2022 a notice was sent to all of the property owners within a 300 foot radius from the subject site informing them of a revised project. The revised project was for a smaller two-story, Traditional style residence consisting of 3,169 square feet in floor area with an attached 443 square foot two-car garage, a 268 square foot covered patio, and a 633 square foot basement. During the notification period, the City received a total of five comment letters; and

WHEREAS, on February 28, 2022, after reviewing the neighbors' concerns carefully the Development Services Department approved SFADR 21-13 on the basis that the proposed project is consistent with the City's Single Family Residential Design Guidelines, the revised proposal was an improvement since it provided greater setbacks on the second floor, and adequate access to the house was provided to the subject site from the street; and



WHEREAS, on March 10, 2022, within the 10-day appeal period, the project was appealed by Yang Liu and Jun Dai, Maxine McClellan, Bingbing Zhang, Wei Cong, Marianne Martin, Li Chen and Chi Liang, and Lesley Ma (“Appellant”) appealing the Development Services Department Planning Division’s approval of SFADR 21-13; and

WHEREAS, on May 5, 2022, Planning Services completed an environmental assessment for the proposed project in accordance with the California Environmental Quality Act (“CEQA”) and recommends that the Planning Commission determine that the proposed project qualifies as a Class 3 Categorical Exemption under CEQA pursuant to Section 15303(a) of the CEQA Guidelines for the construction of a single-family home; and

WHEREAS, on May 24, 2022, a duly noticed public hearing was held before the Planning Commission on said application, at which time all interested persons were given full opportunity to be heard and to present evidence.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF ARCADIA, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The factual data submitted by the Community Development Division in the staff report dated May 24, 2022 are true and correct.

SECTION 2. This Commission finds that based upon the entire record, pursuant to Section 9107.19.050 of the Arcadia Development Code, all of the following findings can be made.

1. The proposed development will be in compliance with all applicable development standards and regulations in the Development Code.

FACT: The subject site is zoned R-1, Low Density Residential Zone, which allows for the development of a single-family residence. Aside from the design review criteria addressed hereafter, the proposed project will not change the use or density allowed in this zone and meets all of the development standards and regulations required, including but not limited to setbacks, height, and floor area.

2. The proposed development will be consistent with the objectives and standards of the applicable Design Guidelines.

FACT: The proposed project will be consistent with the City's Single-Family Residential Design Guidelines as the overall mass and scale of the home transitions well between the adjacent two-story homes to the west of this site and the single-story homes on Santa Anita Terrace. The proposed residence will not have any street presence like the other homes on Santa Anita Terrace because the orientation of this lot hardly has any street frontage other than a driveway, the proposed home is tucked away, and there are large Cypress trees on the adjacent property to further screen the second floor. The Traditional architectural style is coherent, consistent with the neighborhood, and adequately executes the style.

3. The proposed development will be compatible in terms of scale and aesthetic design with surrounding properties and developments.

FACT: The proposed Traditional style home would be compatible with the character of the neighborhood in terms of the architectural design since the subject site is in a residential neighborhood that is comprised of Ranch or Traditional style homes. The traditional style house is consistent with the City's design guidelines in terms of form, roof, articulations, design features and details, and color. The architectural design, overall

articulation, greater second story setbacks, and placing of the proposed residence towards the rear of the lot helps minimize the scale and soften the appearance of the home.

4. The proposed development will have an adequate and efficient site layout in terms of access, vehicular circulation, parking and landscaping.

FACT: Due to the limitations of the lot, the only access to the property is off of a street frontage at the end of E. Santa Anita Terrace. A driveway, along with improvements in the public right-of-way, will be constructed in order to provide adequate access to the site. Additionally, to improve vehicular circulation, a hammerhead driveway is proposed on the property to allow vehicles to drive on to E. Santa Anita Terrace safely facing forward. Required parking is being provided with a two-car garage and adequate landscaping will be provided throughout the property which would also enhance the privacy for the surrounding neighbors.

5. The proposed development will be in compliance with all of the applicable criteria identified in Subparagraph 9107.19.040.C.5 for a Site Plan and Design Review application.

FACT: The proposed project would be in compliance with all the applicable criteria set forth in Subparagraph 9107.19.040.C.5, including all other applicable sections of the Development Code. The project is in compliance with the City's Single-Family Residential Design Guidelines as the proposed home will have an appropriate mass, scale, and design that fits in with the homes it is bounded by. The site layout and design is harmonious with the neighborhood as its smaller two-story design will provide a transition between the larger two-story home to the west and single story home to the east. The

project is situated in a location that presents minimal privacy issues and is well landscaped throughout the site. The driveway for the site is designed to provide efficient and safe access to the residents and neighbors. No major impacts on or off-site are expected from this project. Therefore, the proposed home will be consistent with the City's Single-Family Residential Design Guidelines and General Plan.

SECTION 3. Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), this Project is a Class 3 Categorical Exemption for the construction of a new single-family home per Section 15303(a) of the CEQA Guidelines.

SECTION 4: For the foregoing reasons, the Planning Commission determines that the proposed project is Categorically Exempt under the California Environmental Quality Act ("CEQA") Section 15303(a), Class 3, and denies the appeal and upholds the Development Services Department's decision to approve Single Family Architectural Design Review No. SFADR 21-13 for a new 3,169 square foot, two-story residence with an attached 443 square foot two-car garage, a 268 square foot attached covered patio, and a 633 square foot basement at 26 E. Santa Anita Terrace, subject to the conditions of approval attached hereto.

SECTION 4. The Secretary shall certify to the adoption of this Resolution.

Passed, approved and adopted this 24<sup>th</sup> day of May, 2022.

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Zi Lin  
Chair, Planning Commission

ATTEST:

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Lisa L. Flores  
Secretary

APPROVED AS TO FORM:

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Stephen P. Deitsch  
City Attorney

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## RESOLUTION NO. 2097

### **Conditions of Approval**

1. The project shall be developed and maintained by the Owner/Applicant in a manner that is consistent with the plans submitted and conditionally approved for Single-Family Design Review No. SFADR 21-13, subject to the satisfaction of the Planning & Community Development Administrator or designee.
2. The project shall comply with the City's Water Efficient Landscaping Ordinance (WELO). The application shall be submitted with the plans for plan check in Building Services.
3. The Owner/Applicant shall construct the following improvements:
  - a. Remove the block wall for the entire width of the public right-of-way extension of Santa Anita Terrace along the property frontage of 26 E. Santa Anita Terrace.
  - b. Remove the curved curb and gutter, and the driveway extension in front of 28 E. Santa Anita Terrace and construct a new curb, gutter and drive approach to follow the normal street extension to the westerly Santa Anita Terrace terminus
  - c. Construct a standard drive approach for the property at 26 E. Santa Anita Terrace at the terminus of the current street.
4. The Owner/Applicant shall inform all the property owners on E. Santa Anita Terrace and those that abuts the subject site at least two weeks prior to commencing any work on the subject site (i.e. grading/construction) and the notice should include the Superintendent's contact information.
5. Prior to the start of work on the subject site (i.e. grading/construction), if the site is developed prior to the adjacent property to the west at 1512 S. Santa Anita Avenue, the Applicant/Owner shall be required to construct a new 6'-0" high wall along the westerly property line. This shall be subject to review and approval by the Planning & Community Development Administrator, or designee.
6. Landscaping shall be planted in the right-of-way dedication area as indicated on the plans. All landscape and hardscape areas within the dedication area shall be maintained by the Property Owner.
7. The hedges/shrubs along the side and rear yard areas shall be planted at a height of 6'-0" or taller prior to issuance of a Certificate of Occupancy from Building Services. The landscaping must comply with the approved landscape plans and maintained.

8. The Owner/Applicant shall comply with all City requirements regarding building safety, fire prevention, detection, suppression, emergency access, public right-of-way improvements, parking, water supply and water facilities, sewer facilities, trash reduction and recycling requirements, and National Pollutant Discharge Elimination System (NPDES) measures to the satisfaction of the Building Official, Fire Marshal, Public Works Services Director, and Planning & Community Development Administrator, or their respective designees. Compliance with these requirements is to be determined by having fully detailed construction plans submitted for plan check review and approval by the foregoing City officials and employees.
9. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City (“Indemnitees”) harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant’s activities in connection with Single-Family Design Review No. SFADR 21-13 on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant’s contractors, agents, tenants, employees or any other persons acting on Applicant’s behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this approval, or any other supporting document relating to the Project, the City will promptly notify the Applicant of the claim, action, or proceedings and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days’ notice from the City of any such action, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City’s legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of competent jurisdiction resolving the legal action;



or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

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# Attachment No. 2

Aerial Photo with Zoning Information &  
Photos of Subject Property and Vicinity

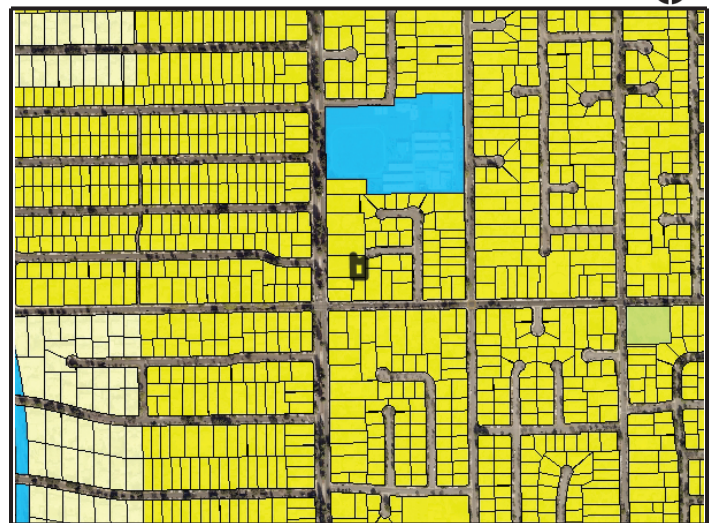
**Site Address:**

**Property Owner(s):** Property Owner



Property Characteristics	
<b>Zoning:</b>	
<b>General Plan:</b>	
<b>Lot Area (sq ft):</b>	
<b>Main Structure / Unit (sq. ft.):</b>	
<b>Year Built:</b>	
<b>Number of Units:</b>	0
Overlays	
<b>Architectural Design Overlay:</b>	
<b>Downtown Overlay:</b>	
<b>Downtown Parking Overlay:</b>	
<b>Parking Overlay:</b>	
<b>Racetrack Event Overlay:</b>	
<b>Residential Flex Overlay:</b>	
<b>Special Height Overlay:</b>	

Selected parcel highlighted



Parcel location within City of Arcadia



**SUBJECT SITE - FACING EAST TOWARDS 28 E. SANTA ANITA TER.**

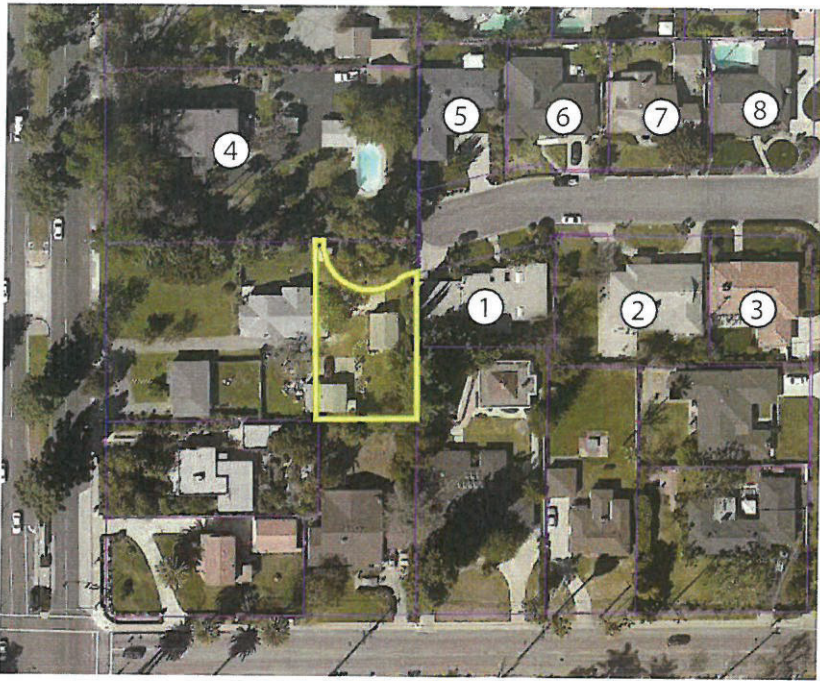


**SUBJECT SITE - FACING SOUTH TOWARDS 15 E. CAMINO REAL AVE.**



**SUBJECT SITE - FACING NORTH TOWARDS 1504 S. SANTA ANITA AVE.**

NEIGHBORHOOD MAP & PHOTOS  
(VACANT) E SANTA ANITA TERRACE,  
ARCADIA, CA 91006 (APN: 5781-001-035)







# Attachment No. 3

Appeal Letter

Multiple concerned neighbors  
3/09/2022

Development Services Department  
City of Arcadia  
240 W Huntington Drive  
Re: Reasons for Appeal

Dear Planning Commission,

We are appealing the conditional approval decision of the project SFADR No. 21-13. The most important reason is that none of our concerns raised before was fully addressed.

Here is a list of reasons for our appeal, summarizing concerns by all neighbors listed at the bottom of this file:

1. Adding another house deprives other residents the parking space for own uses and for visitors. This address already has seven houses on a small short street.
2. This new project breaks the Feng Shui of the neighborhood, generating a leakage of chi by cutting a hole into an otherwise whole cul-de-sac.
3. Building a two-story house deprives the privacy of all surrounding neighbors that are in the direct view of the new property. In fact, other than a traditional farm-style house, all nearby affected properties are one story. The new house can easily see into all houses in the area outlined by E Santa Anita Terrace, Louise Ave, and E Camino Real Ave.
4. The proposed street frontage and the private drive-way create a safety risk for the adjacent neighbor. The plan does not demonstrate that vehicles coming out of the new property are clearly visible to those of the adjacent neighbor.
5. The proposed street frontage will shorten the cul-de-sac to <44', which does not meet the city regulation of 44' required at the end of the cul-de-sac. This was clearly stated and rejected in 2009 analysis of the parcel map modification, TPM 09-10.
6. The parcel map change, which created '26 E Santa Anita Ter' address, was not corrected in city's public record until 2019. The 2009 notice was unclear, residents who resided at E Santa Anita Ter were not clearly notified that Lot 2 will have 'an E Santa Anita Ter' address. And none of the residents moved-in after 2009 was aware of this change because of the negligence in updating the public record.
7. The proposed project poses a public safety risk to all residents on this street, including significantly reduced parking space for other residents during the construction period, and causing an easy access for criminals to the otherwise self-contained neighborhood at E Santa Anita Terrace.

All concerned neighbors:

Yang Liu and Jun Dai, 28 E Santa Anita Terrace  
Maxine McClellan, 23 E Santa Anita Terrace  
Bingbing Zhang, 27 E Santa Anita Terrace  
Wei Cong, 33 E Santa Anita Terrace  
Marianne Martin, 1504 S Santa Anita Ave

Li Chen and Chi Liang, 1523 Louise Ave  
Lesley Ma, 37 E Santa Anita Terrace

# Attachment No. 4

Decision Letter for SFADR 21-13



# City of Arcadia

## Development Services Department

Jason Kruckeberg  
Assistant City Manager/  
Development Services  
Director

240 West Huntington Drive  
Post Office Box 60021  
Arcadia, CA 91066-6021  
(626) 574-5415  
(626) 447-3309 Fax  
www.ArcadiaCA.gov

February 28, 2022

Eric Tsang  
440 E. Huntington Drive, Suite 356  
Arcadia, CA 91006

**SUBJECT:** Single-Family Design Review No. SFADR 21-13

**PROJECT ADDRESS:** 26 E. Santa Anita Terrace

Dear Mr. Tsang,

The proposed project was first noticed on October 11, 2021. The public comment period for that Notice of Pending Decision ended on October 25, 2021. Staff received five comments in opposition of the proposed project. The neighbors had concerns with the proposed half cul-de-sac that would be constructed within the public right-of-way and the new two-story home. After consultation with City staff, a half cul-de-sac was no longer required. As a result, a driveway was proposed. The Applicant also significantly reduced the area of the second floor to better blend with the other one story homes in this neighborhood and, due to the orientation of the lot, the placement of the house, and the existing foliage that exists along the side property lines, most of the house will not be visible from the street. The project was re-noticed on February 2, 2022. Staff received five comments in opposition of the revised project with concerns from the neighbors regarding the new driveway access from the street and that the house is a still a two-story house. After careful review, staff determined that the design of the house is consistent with the Single-Family Design Guidelines and access to the house is being adequately provided through the public right-of-way. Therefore, the Development Services Department has **conditionally approved** the single-family design review project for a new 3,169 square foot, two-story, Traditional-style residence with an attached two-car garage, an attached 268 square foot covered patio, and a 633 square foot basement. This project is subject to the following conditions of approval:

1. The project shall be developed and maintained by the Owner/Applicant in a manner that is consistent with the plans submitted and conditionally approved for Single-Family Design Review No. SFADR 21-13, subject to the satisfaction of the Planning & Community Development Administrator or designee.
2. The project shall comply with the City's Water Efficient Landscaping Ordinance (WELO). The application shall be submitted with the plans for plan check in Building Services.
3. The driveway leading to the subject property shall be a private driveway and be constructed in accordance with any requirements from the Engineering Division. A private driveway sign shall be placed at the end of E. Santa Anita Terrace.

4. Landscaping shall be planted in the public right-of-way as indicated on the plans. All landscape and hardscape areas within the public right-of-way shall be maintained by the Property Owner.
5. The hedges/shrubs along the property lines shall be planted at a height of 6'-0" or taller prior to issuance of a Certificate of Occupancy from Building Services.
6. The Property Owner/Applicant shall comply with all City requirements regarding building safety, fire prevention, detection, suppression, emergency access, public right-of-way improvements, parking, water supply and water facilities, sewer facilities, trash reduction and recycling requirements, and National Pollutant Discharge Elimination System (NPDES) measures to the satisfaction of the Building Official, Fire Marshal, Public Works Services Director, and Planning & Community Development Administrator, or their respective designees. Compliance with these requirements is to be determined by having fully detailed construction plans submitted for plan check review and approval by the foregoing City officials and employees.
7. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with Single-Family Design Review No. SFADR 21-13 on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant's contractors, agents, tenants, employees or any other persons acting on Applicant's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this approval, or any other supporting document relating to the Project, the City will promptly notify the Applicant of the claim, action, or proceedings and will fully cooperate in the defense of the matter. Once notified, the Applicant must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. Within 15 days' notice from the City of any such action, Applicant shall provide to City a cash deposit to cover legal fees, costs, and expenses incurred by City in connection with defense of any legal action in an initial amount to be reasonably determined by the City Attorney. City may draw funds from the deposit for such fees, costs, and expenses. Within 5 business days of each and every notice from City that the deposit has fallen below the initial amount, Applicant shall replenish the deposit each and every time in order for City's legal team to continue working on the matter. City shall only refund to Developer any unexpended funds from the deposit within 30 days of: (i) a final, non-appealable decision by a court of

competent jurisdiction resolving the legal action; or (ii) full and complete settlement of legal action. The City shall have the right to select legal counsel of its choice that the Applicant reasonably approves. The parties hereby agree to cooperate in defending such action. The City will not voluntarily assist in any such third-party challenge(s) or take any position adverse to the Applicant in connection with such third-party challenge(s). In consideration for approval of the Project, this condition shall remain in effect if the entitlement(s) related to this Project is rescinded or revoked, whether or not at the request of the Applicant.

There is a ten (10) day appeal period for this application. To file an appeal, a completed Appeal Application form must be submitted to the Development Services Department along with a \$630.00 appeal fee by **5:30 p.m. on Thursday, March 10, 2022**.

Approval of SFARD 21-13 shall not be of effect unless the property owner and applicant have executed and filed the enclosed Acceptance Form to indicate awareness and acceptance of these conditions of approval. The Acceptance Form is due now and if it is not received by **March 30, 2022** or if the project is appealed, this approval will become null and void.

This design approval shall expire in one year (**March 11, 2023**) from the effective date unless plans are submitted to Building Services for plan-check, a building permit is issued and the construction is diligently pursued, a certificate of occupancy has been issued, or the approval is renewed. The final plans must be consistent with the approved design concept plans and any conditions of approval. Any inconsistency from the approved design concept plans may preclude the issuance of a building permit.

An extension may be granted by the Development Services Director or designee, or the Review Authority that approved the project for a maximum period of one (1) year from the initial expiration date. An extension can only be granted if the required findings can be made. Please note that acceptance of an extension request does not indicate approval of an extension.

A building permit must be obtained prior to any construction activity. Please contact Building Services at (626) 574-5416 to determine the type of documentation, plans, and fees for the appropriate permit. This approval letter must be presented to Building Services to initiate the permitting process.

You may visit the City's website at [www.ArcadiaCA.gov/noticesanddecisions](http://www.ArcadiaCA.gov/noticesanddecisions) to view this letter. If you have any questions regarding the above approval, please contact me at (626) 821-4334 or by email at [earreola@ArcadiaCA.gov](mailto:earreola@ArcadiaCA.gov). Thank you.

Sincerely,

DEVELOPMENT SERVICES DEPARTMENT

Community Development Division / Planning Services



Edwin Arreola  
Assistant Planner

Enclosed

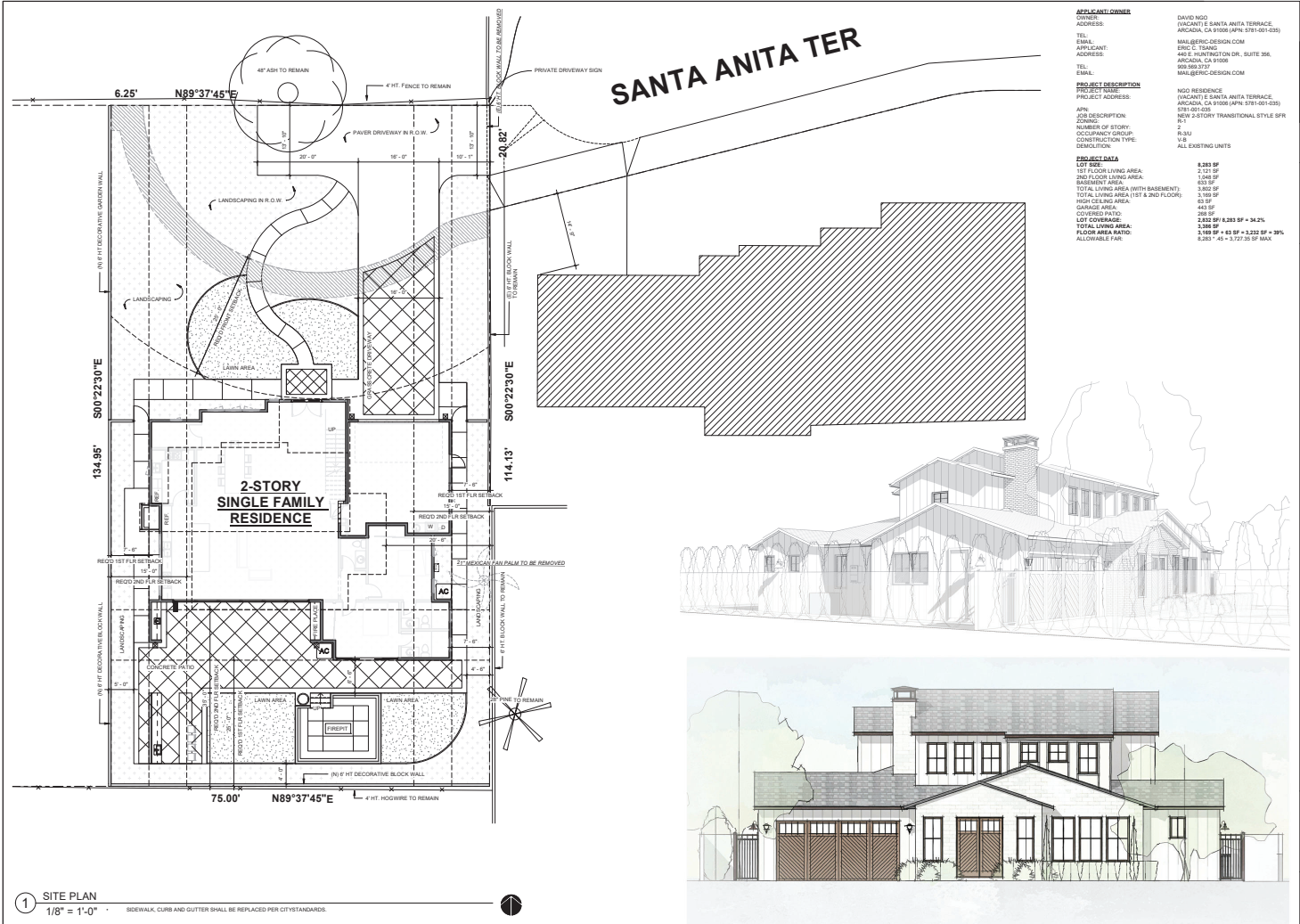
c: Johnny Ngo, Property Owner  
Bingbing Zhang, Neighboring Resident

Wei Cong, Neighboring Resident  
Lesley Ma, Neighboring Resident  
Li Chen and Chi Liang, Neighboring Residents  
Yang Liu and Jun Dai, Neighboring Residents  
Marianne Martin, Neighboring Resident



# Attachment No. 5

## Architectural Plans



**APPLICANT/OWNER**  
 OWNER: DAVID NGO  
 ADDRESS: (VACANT) E SANTA ANITA TERRACE, ARCADIA, CA 91708 (APN: 5781-001-035)  
 TEL: MALBERG DESIGN.COM  
 APPLICANT: ERIC C. TSANG  
 ADDRESS: 440 E HUNTINGTON DR., SUITE 306, ARCADIA, CA 91708  
 TEL: 909.960.3737  
 E-MAIL: MALBERG-DESIGN.COM

**PROJECT DESCRIPTION**  
 PROJECT NAME: NGO RESIDENCE  
 PROJECT ADDRESS: (VACANT) E SANTA ANITA TERRACE, ARCADIA, CA 91708 (APN: 5781-001-035)  
 APN: 5781-001-035  
 JOB DESCRIPTION: NEW 2-STORY TRANSITIONAL STYLE SFR  
 ZONING: R-31U  
 NUMBER OF STORIES: 2  
 OCCUPANCY GROUP: V-B  
 CONSTRUCTION TYPE: ALL EXISTING UNITS  
 DESCRIPTION:

**PROJECT DATA**  
**LOT SIZE:**  
 1ST FLOOR LIVING AREA: 8,282 SF  
 2ND FLOOR LIVING AREA: 2,121 SF  
 BASEMENT AREA: 1,568 SF  
 TOTAL LIVING AREA (WITH BASEMENT): 11,971 SF  
 TOTAL LIVING AREA (1ST & 2ND FLOOR): 10,403 SF  
 HIGH CLEARANCE AREA: 3,102 SF  
 GARAGE AREA: 442 SF  
 COVERED PATIO: 288 SF  
**LOT COVERAGE:**  
 8,282 SF / 4,283 SF = 19.3%  
 TOTAL LIVING AREA: 11,971 SF  
 FLOOR AREA RATIO: 3,188 SF / 16,435 SF = 19.4%  
 ALLOWABLE F.A.R.: 8,282 / 45 = 3,727.33 SF MAX

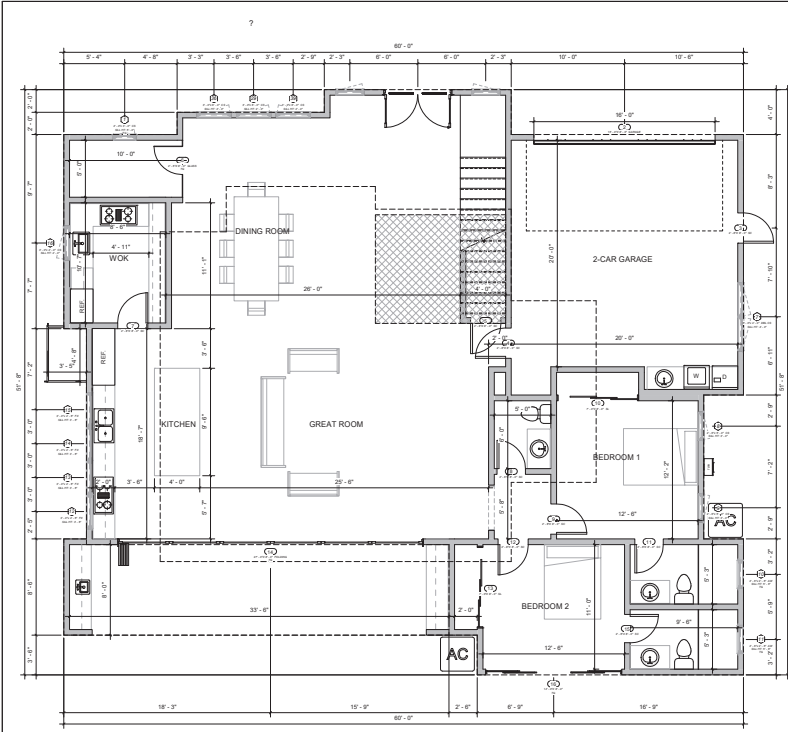
**Eric Tsang Architects**  
 ERIC CHIH WANG TSANG, AIA  
 440 E HUNTINGTON DR., SUITE 306  
 ARCADIA, CA 91708  
 TEL: 909.960.3737  
 WWW.ERIC-TSANG.COM




**NGO RESIDENCE**  
 (VACANT) SANTA ANITA TER (APN: 5781-001-035)  
 ARCADIA, CA 91708

SITE PLAN  
 SHEET NO. A-1.0  
 10/17/2018 10:51 AM

1 SITE PLAN  
 1/8" = 1'-0"  
 SIDEWALK, CURB AND GUTTER SHALL BE REPLACED PER CITY STANDARDS.



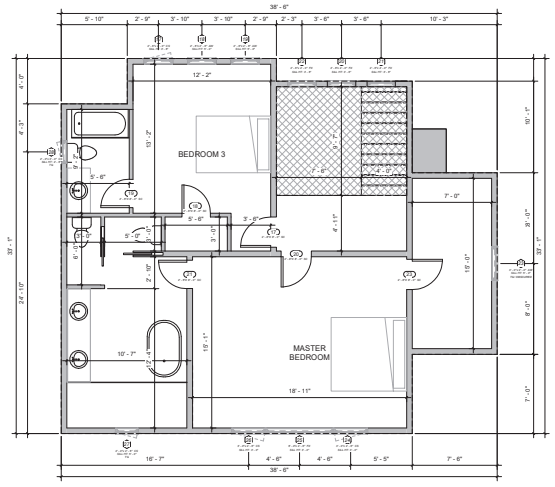
1 1ST FLOOR  
1/4" = 1'-0"

DOOR SCHEDULE			
#	DOOR TYPE	WD	HT
1	AWNING CASING	10'-0"	8'-0"
2	SINGLE FLUSH	2'-8"	8'-0"
3	SINGLE FLUSH	2'-8"	8'-0"
4	SINGLE FLUSH	2'-8"	8'-0"
5	SINGLE FLUSH	2'-8"	8'-0"
6	1/2 GLASS	2'-8"	8'-0"
7	SINGLE FLUSH	2'-8"	8'-0"
8	SINGLE FLUSH	2'-8"	8'-0"
9	SINGLE FLUSH	2'-8"	8'-0"
10	SLIDING 3 PANEL	7'-0"	8'-0"
11	SINGLE FLUSH	2'-8"	8'-0"
12	SLIDING 3 PANEL	7'-0"	8'-0"
13	SLIDING 3 PANEL	7'-0"	8'-0"
14	POCKET	2'-8"	8'-0"
15	SINGLE FLUSH	2'-8"	8'-0"
16	SLIDING 3 PANEL	7'-0"	8'-0"
17	SINGLE FLUSH	2'-8"	8'-0"
18	SINGLE FLUSH	2'-8"	8'-0"
19	SINGLE FLUSH	2'-8"	8'-0"
20	SINGLE FLUSH	2'-8"	8'-0"
21	SINGLE FLUSH	2'-8"	8'-0"
22	SINGLE FLUSH	2'-8"	8'-0"
23	SINGLE FLUSH	2'-8"	8'-0"
24	SINGLE FLUSH	2'-8"	8'-0"
25	SINGLE FLUSH	2'-8"	8'-0"
26	DBL. FLUSH	6'-0"	8'-0"
27	SINGLE FLUSH	2'-8"	8'-0"
28	POCKET DOOR	2'-8"	8'-0"
29	POCKET DOOR	2'-8"	8'-0"
30	POCKET DOOR	2'-8"	8'-0"
31	POCKET DOOR	2'-8"	8'-0"
32	POCKET DOOR	2'-8"	8'-0"

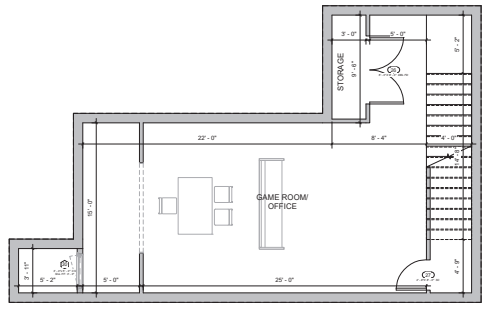
WINDOW SCHEDULE			
#	WINDOW TYPE	WD	HT
1	CASING	2'-0"	8'-0"
2	DBL. CASING	6'-0"	4'-0"
3	CASING	2'-8"	8'-0"
4	CASING	2'-8"	8'-0"
5	AWNING	2'-8"	8'-0"
6	AWNING	2'-8"	8'-0"
7	AWNING	2'-8"	8'-0"
8	AWNING	2'-8"	8'-0"
9	AWNING	2'-8"	8'-0"
10	AWNING	2'-8"	8'-0"
11	AWNING	2'-8"	8'-0"
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25	AWNING	2'-8"	8'-0"
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27	AWNING	2'-8"	8'-0"
28	AWNING	2'-8"	8'-0"
29	AWNING	2'-8"	8'-0"
30	AWNING	2'-8"	8'-0"
31	AWNING	2'-8"	8'-0"
32	AWNING	2'-8"	8'-0"

**ABBREVIATIONS FOR WINDOWS & DOORS**

AW AWNING  
 CLST CLOSET  
 CS CASING  
 DA DOUBLE ACTING DOOR  
 DBL DOUBLE  
 FD FRENCH DOOR  
 HNF HALF ROUND  
 ORBC ORBITAL  
 SC SOLID CORE  
 SH SINGLE HUNG  
 SL SLIDER  
 TG TEMPERED GLASS  
 TRIPLE TRIPLE



2 2ND FLOOR  
1/4" = 1'-0"



3 BASEMENT FLOOR  
1/4" = 1'-0"

**Eric Tsang Architects**

ERIC CHI WANG TSANG, AIA  
 ARCHITECT  
 1000 S. GARDEN ST., SUITE 100  
 ANAHEIM, CA 92805  
 (714) 771-1111



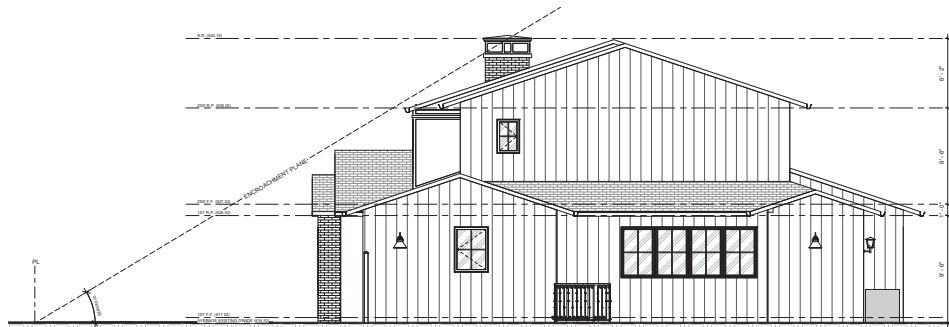
**NGO RESIDENCE**  
 (VACANT) SANTA ANITA TRAIL (CON. 5781-001-035)  
 ARCADIA, CA 91006

FLOOR PLAN

A-2.0



1 NORTH ELEVATION (FRONT)  
1/4" = 1'-0"



2 WEST ELEVATION (SIDE)  
1/4" = 1'-0"

**MATERIAL LEGEND**

- 1 CONCRETE ROOF TILE  
BORAL ROOFINGS  
SANDWY SLATE  
EBONY
- 2 VERTICAL SIDING  
JAMES HARGRE  
VERTICAL FIBER CEMENT SIDING  
FARMHOUSE WHITE
- 3 EASDIAL  
2X4 PAINTED  
DUNN EDWARDS JET DE6378
- 4 GARAGE DOOR  
CHIT GARAGE DOOR  
OVERLAY CARRIAGE  
CEDAR
- 5 DOORS & WINDOWS  
KELOWNA OR SIMILAR  
WOOD CLAD SDL  
BLACK
- 6 BRICK VENEER  
MERIDIAN BRICK  
KELOWNA  
GREY GROUT
- 7 EXTERIOR WALL LIGHT  
SAVOY HOUSE ELLIJAY  
3 LIGHT 19" TALL  
OUTDOOR WALL SCONCE
- 8 WOOD PANEL  
RECESS PANELS  
DUNN EDWARDS SWISS COFFEE

**Eric  
Tsang  
Architects**

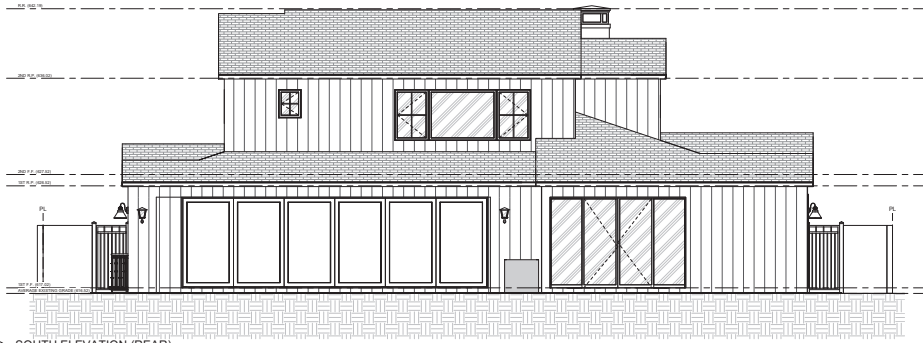
ERIC CHI WANG TSANG, AIA  
ARCHITECT  
1000 S. GARDEN ST., SUITE 200  
ARCADIA, CA 91706  
TEL: (909) 486-1111  
WWW.ERICTSANG.COM



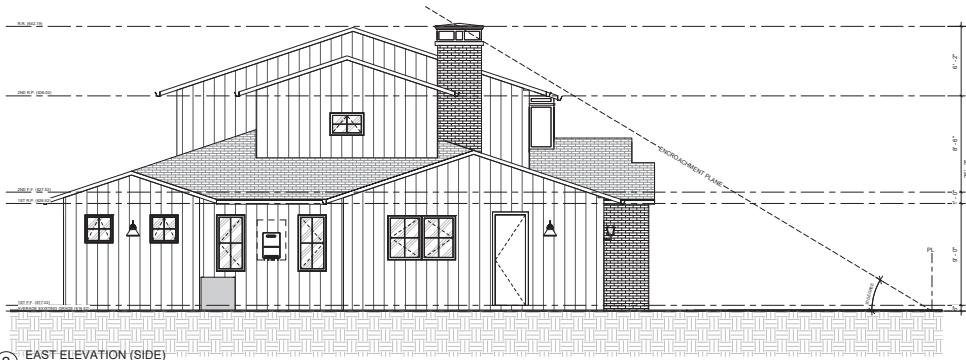
**NGO RESIDENCE**  
(VACANT) SANTA ANITA TRAIL (APN: 5781-001-003)  
ARCADIA, CA 91706

ELEVATIONS

A-3.0



① SOUTH ELEVATION (REAR)  
1/4" = 1'-0"



② EAST ELEVATION (SIDE)  
1/4" = 1'-0"

**MATERIAL LEGEND**

- 1 CONCRETE ROOF TILE  
BORAL ROOFING  
SANDVY SLATE  
EBONY
- 2 VERTICAL SIDING  
JAMES HARGRE  
VERTICAL FIBER CEMENT SIDING  
FARMHOUSE WHITE
- 3 EASDOL  
2X4 PAINTED  
DUNN EDWARDS JET DE6378
- 4 GARAGE DOOR  
CHIT GARAGE DOOR  
OVERLAY CARRIAGE  
CEDAR
- 5 DOORS & WINDOWS  
JELLOWENOR SIMILAR  
WOOD CLAD SDL  
BLACK
- 6 BRICK VENEER  
MERIDIAN BRICK  
KELOWNA  
GREY GROUT
- 7 EXTERIOR WALL LIGHT  
SAVOY HOUSE ELLIJAY  
3 LIGHT 19" TALL  
OUTDOOR WALL SCNCE
- 8 WOOD PANEL  
RECESS PANELS  
DUNN EDWARDS SWISS COFFEE

**Eric  
Tsang  
Architects**

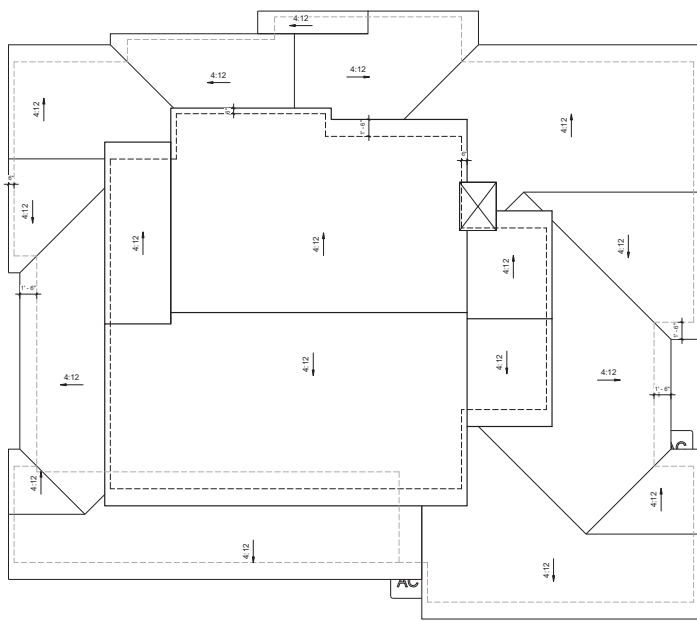
ERIC CHI WANG TSANG, AIA  
1011 WASHINGTON ST., STE. 200  
SAN FRANCISCO, CA 94108  
PHONE: 415.774.8888  
WWW.ERIC-TSANG.COM



**NGO RESIDENCE**  
(VACANT) SANTA ANITA TRAIL (APN: 5781-001-003)  
ARCADIA, CA 91006

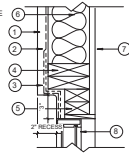
ELEVATIONS

A-3.1



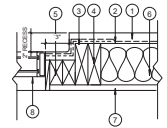
1 ROOF PLAN  
1/4" = 1'-0"

1. EXTERIOR FINISH PER ELEVATIONS
2. 2 LAYERS GRADE 'D' PAPER
3. 12" WIDE MOISTOP FLASHING PAPER
4. FRAMING PER STR PLAN
5. 2X FURRING
6. INSULATION PER T-24
7. INTERIOR FINISH
8. WINDOW PER WINDOW SCHEDULE



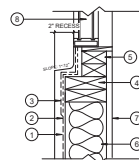
2 WINDOW HEAD  
N.T.S.

1. EXTERIOR FINISH PER ELEVATIONS
2. 2 LAYERS GRADE 'D' PAPER
3. 12" WIDE MOISTOP FLASHING PAPER
4. FRAMING PER STR PLAN
5. 2X FURRING
6. INSULATION PER T-24
7. INTERIOR FINISH
8. WINDOW PER WINDOW SCHEDULE



3 WINDOW JAMB  
N.T.S.

1. EXTERIOR FINISH PER ELEVATIONS
2. 2 LAYERS GRADE 'D' PAPER
3. 12" WIDE MOISTOP FLASHING PAPER
4. FRAMING PER STR PLAN
5. 2X FURRING
6. INSULATION PER T-24
7. INTERIOR FINISH
8. WINDOW PER WINDOW SCHEDULE



4 WINDOW SILL AT RECESS WINDOWS  
N.T.S.

Eric  
Tsang  
Architects

ERIC CHI WANG TSANG, AIA  
1001 WASHINGTON ST., 2ND FL.  
ARCADIA, CA 91006  
TEL: (909) 441-1111  
WWW.ERIC-TSANG.COM

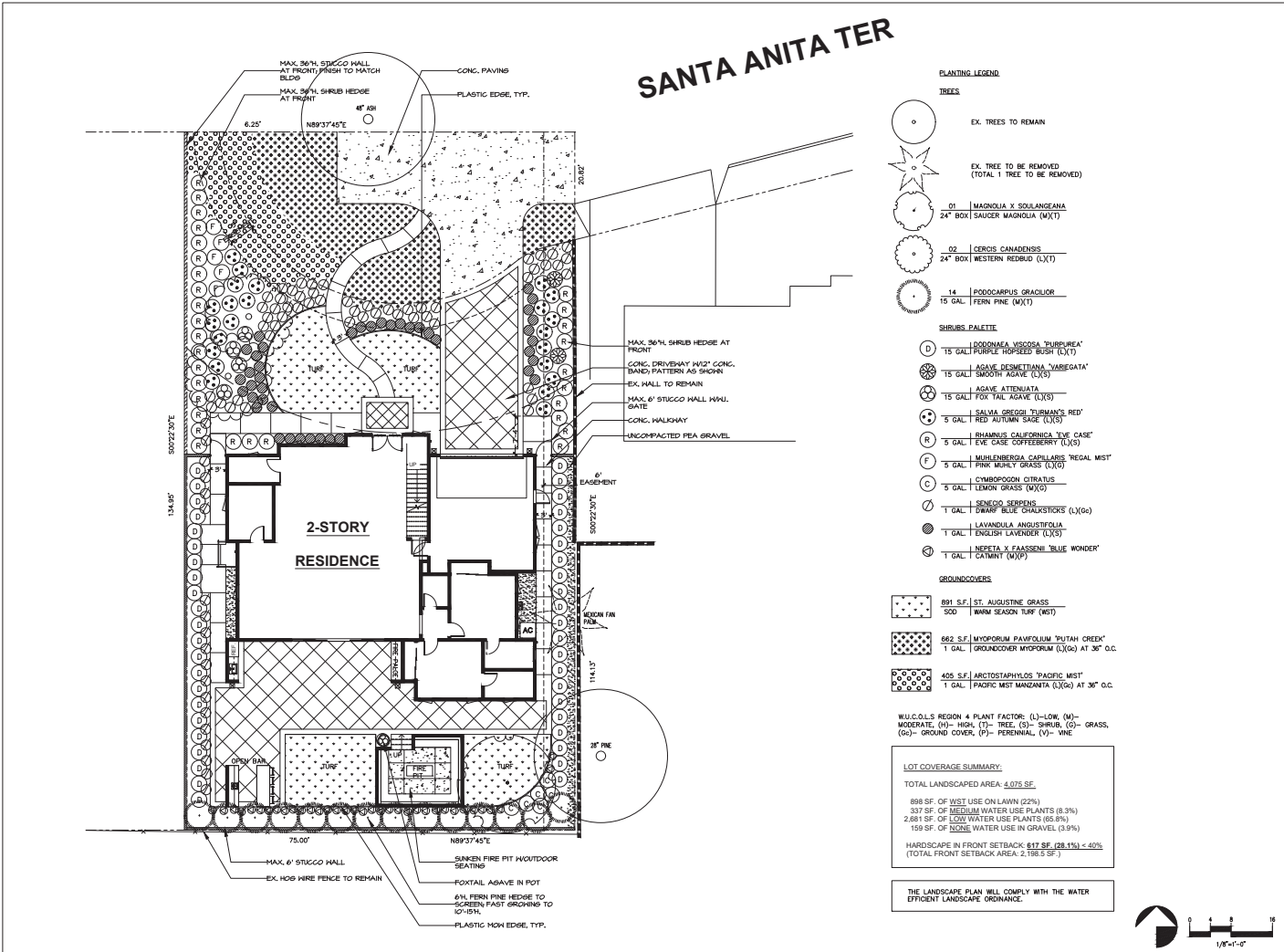


NGO RESIDENCE  
(VACANT) SANTA ANITA TER (APN: 5781-001-003)  
ARCADIA, CA 91006

ROOF PLAN / TYP.  
DETAIL

00001-04  
A-4.0

10/17/2019 09:53:59 AM



# SANTA ANITA TER

## PLANTING LEGEND

### TREES

- EX. TREES TO REMAIN
- EX. TREE TO BE REMOVED (TOTAL 1 TREE TO BE REMOVED)
- 01 MACADAMIA X SOULANGEANA  
24" BOX SAUCER MAGNOLIA (M)(T)
- 02 CERES CANADENSIS  
24" BOX WESTERN REDBUD (L)(T)
- 14 PODOCARPUS GRACILIOR  
15 GAL. FERN PINE (M)(T)

### SHRUBS PALETTE

- D 1 DOODONAEA VISCOSA 'PURPUREA'  
15 GAL PURPLE HORSESHOE BUSH (L)(T)
- AGAVE DESMETIANA 'VAREGATA'  
15 GAL SMOOTH AGAVE (L)(S)
- AGAVE ATTENUATA  
15 GAL FOX TAIL AGAVE (L)(S)
- SALVIA GREGGII 'JUBILEE RED'  
5 GAL RED 'AURUM' SAGE (L)(S)
- RHAMNUS CALIFORNICA 'EVE CASE'  
5 GAL EVE CASE COFFEEBERRY (L)(S)
- R 5 GAL EVE CASE COFFEEBERRY (L)(S)
- F 5 GAL MAHLENBERGIA CAPILLARIS 'REGAL MIST'  
5 GAL PINK BURLY GRASS (L)(G)
- CHIMBORAZON CITRATUS  
5 GAL LEMON GRASS (M)(G)
- SINECDO SERPENS  
1 GAL DWARF BLUE CHALKSTICKS (L)(G)
- LAVANDULA ANGUSTIFOLIA  
1 GAL ENGLISH LAVENDER (L)(S)
- I. NEPETA X FAASSENI 'BLUE WONDER'  
1 GAL CATNIP (M)(P)

### GROUNDCOVERS

- 891 S.F. | ST. AUGUSTINE GRASS  
500 | WARM SEASON TURF (MST)
- 862 S.F. | MYOPORUM PAVICOLLUM 'UTAH CREEK'  
1 GAL. GROUNDCOVER MYOPORUM (L)(G) @ 36" O.C.
- 406 S.F. | ARCTOSTAPHYLOS 'PACIFIC MIST'  
1 GAL. PACIFIC MIST MANZANITA (L)(G) @ 36" O.C.

W.U.C.O.L.S REGION 4 PLANT FACTOR: (L)-LOW (M)-MODERATE (H)-HIGH (T)-TREE (S)-SHRUB (G)-GRASS (Gg)-GROUND COVER, (P)-PERENNIAL (V)-VINE

**LOT COVERAGE SUMMARY:**

TOTAL LANDSCAPED AREA- 4,075 SF.

888 SF OF WET USE ON LAWN (22%)  
 337 SF OF MEDIUM WATER USE PLANTS (8.3%)  
 2,681 SF OF LOW WATER USE PLANTS (65.8%)  
 159 SF OF ICE WATER USE IN GRAVEL (3.9%)

HARDSCAPE IN FRONT SETBACK: 617 SF (15.1%) < 40%  
 (TOTAL FRONT SETBACK AREA: 2,585 SF)

THE LANDSCAPE PLAN WILL COMPLY WITH THE WATER EFFICIENT LANDSCAPE ORDINANCE.



**TWO TREES DESIGN, INC.**  
 1100 S. GARDEN AVENUE, SUITE 100  
 ANAHEIM, CA 92805  
 TEL: 714.944.8888  
 WWW.TWOTREESDESIGN.COM



**LANDSCAPE PLANTING PLAN**

**SINGLE FAMILY RESIDENCE**  
 26 SANTA ANITA TERRACE  
 ARCADIA, CA, 91006

DATE	REVISIONS

CLIENT: AS SHOWN  
 DATE: 12-05-2021  
 PROJECT NO: P2113  
 DESIGNER: CP  
 CHECKED BY:  

Sheet No.  
**L-1**  
 of 1 sheets

# Attachment No. 6

Public Comments from  
February 2, 2022, Notice



Yang Liu and Jun Dai  
28 E Santa Anita Ter  
Arcadia, CA 91006  
2/16/2022

Edwin Arreola  
City of Arcadia  
Planning Services  
240 W Huntington Drive  
P.O Box 60021  
Re: SFADR No. 21-13 rev 1

Dear Mr. Arreola,

We are providing written comments regarding the revised building project of a two-story single family in 26 E Santa Anita Terrace (SFADR No. 21-13 sent for commenting between 02/08-02/16). As the residents neighboring this new project, we are writing to express our strong objections to this pending project, specifically the associated modification of the street.

Here are specific objections:

1. The proposed street frontage is not acceptable. The proposed modification will cut the existing cul-de-sac in half. This is incompliant with city regulation. In fact, your 2009 review explicitly concluded that a similar proposal does not meet the requirement and rejected. The current proposal still violates the minimum 44 ft required for cul-de-sac at the end of the Santa Anita Terrace. As such, the proposed modification poses great safety risks, as there is insufficient turnaround space for cars, coming into the cul-de-sac, in and out of this new lot or from our driveway. Moreover, the proposed modification will significantly narrow our parking space, causing additional safety issues with city and public service vehicles. Therefore, we are strongly against this modification of the cul-de-sac.
2. The proposed modification to the street will destroy the landscape of the cul-de-sac, generating an oddly shaped terminus. Alteration of the cul-de-sac landscape has the potential to devalue the properties on this street. In particular, the proposed drive way encroaches upon our parking space and driveway by cutting away max 20 ft in front of our garage. The crowded appearance will deface the landscape of our house, impacting the re-sale value of our property.
3. The proposed modification also violates city regulation of a minimum 32 feet setback of our house front from the curb. Our house's setback is currently closer to the curb than this rule but is legally grandfathered. Removing the driveway by several feet will narrow current setback further, and thus prevent any future house improvement that we would like to take to increase our house value. This again implies devaluation of our house.
4. As commented in the last period, the creation of this new lot, with the '26 E Santa Anita Ter' address, was not corrected in public record until 2019, nearly one year after we bought our house. This lack of public disclosure affected the purchase price of our house. We request compensation, but more importantly, we object this change in the concern of re-sale of our house.

5. As commented in October 2021, we are still concerned about the risk to public safety. During the construction, the project will open our neighborhood to traffic from Santa Anita Avenue because the east lot is empty. This will provide easy access to criminals and increase the risk for burglary and property theft. We require the project to demonstrate a plan that will remove such risk, and we also require written agreement from the project to pay for any loss or damage to residents' properties owing to burglary or property theft caused by the construction.
6. As commented last time, the revised description did not address our concerns about our access to main roads nor noise mitigation. One of us needs to go to work place and the other of us is working from home. The new project poses two threats to our employment. First, the construction trucks for the new project will likely block our access to the streets. This impedes our access to Camino Real and Santa Anita Avenue, meaning it will affect us getting to work on time. Second, the severe noise from the construction will affect our ability to concentrate on work or tele-conferencing with co-workers. We require that the project present a detailed plan to manage the traffic caused by construction as well as how the project plans on mitigating the noise. We require written agreement that the project will offer compensation for any work hours lost due to noise or traffic within the neighborhood.

In summary, the proposed change to Santa Anita Terrace is not acceptable to us. We require the city gives this careful evaluation and looks for an alternative solution.

Sincerely yours,

Yang Liu and Jun Dai

Concerned residents

**From:** [Li Chen](#)  
**To:** [Edwin Arreola](#)  
**Subject:** SFADR No. 21-13 rev 1  
**Date:** Wednesday, February 16, 2022 3:17:43 PM

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<<https://s3.amazonaws.com/staticmediafiles/media/sights/iron-icon-color.png>> IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender lic91776@gmail.com

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Dear Mr. Arreola,

We are providing written comments regarding the revised building project of a two-story single family in 26 E Santa Anita Terrace (SFADR No. 21-13). As the residents in the cul-de-sac of this new project, we are writing to express our strong objections to this pending project, specifically the associated modification of the street.

1. The proposed modification will destroy the landscape of the cul-de-sac, generating an odd shaped terminus. Alteration of the cul-de-sac landscape has the potential to devalue the properties on this street.
2. The proposed project of a two-story house also affects the privacy of our house. Plus, there is no two-story house around the proposed project. Building a two-story house is not accepted.

In summary, we are very concerned about this pending project and the proposed access to Santa Anita Terrace is not acceptable. We require the city to give this careful evaluation and look for an alternative solution.

Sincerely yours,

Li Chen and Chi Liang

1523 Louise Ave

Arcadia, 91006

**From:** [Lesley Ma](#)  
**To:** [Edwin Arreola](#); [young yang](#)  
**Cc:** [bbzhang.ucd@gmail.com](#); [Jun](#); [annixure@gmail.com](#)  
**Subject:** Re: Questions about your revised SFADR No. 21-13  
**Date:** Wednesday, February 16, 2022 3:55:17 PM

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Dear Planning Service,

After reviewing the plan, I think opening a road at the end of the cul-de-sac is awkward and it destroys the harmonic and the master plan of the whole neighborhood. The original lot was facing Santa Anita Ave. The entrance of this property is not supposed to be on this end, it should be from the Santa Anita Ave where original of the lot faces. The approval of splitting the lot into two lots and one of the entrances is on the cul-de-sac was a mistake. It destroys this nice and peace community. The parking of the property (28 E Santa Anita Ter) will be too small and it will cause safety issue. The decision is in favor of the seller, it doesn't consider the loss of the current affected property (28 E Santa Anita Ter) and the whole neighborhood. If the opening is still facing Santa Anita Ave and design the lot as an easement, I would have no opposition to it.

In addition, the construction will cause safety issues if the wall is open. All our neighbors have big concern on it.

In conclusion, we strongly against this project!

Lesley Ma

Residence of 37 E Santa Anita Ter

**From:** [Wei Cong](#)  
**To:** [Edwin Arreola](#); [congwei](#)  
**Subject:** Re: Comments on proposed construction project on 26 E. Santa Anita Terrace (SFADR No. 21-13)  
**Date:** Wednesday, February 16, 2022 4:41:30 PM

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Dear Planning Services staff,

I am a property owner on E. Santa Anita Terrace. After reviewing the revised proposal of building a 3169 square feet, two-story residence on 26 E Santa Anita Terrace, under SFADR No. 21-13, I am listing my comments below:

First of all, I still strongly object to the proposed plan of building a two-story residence. Not only is there no existence of a two-story residence on the entire street, but also the proposed two-story residence will violate the harmony of our community. I expressed such concern in my email sent in October 2021, but the revised plan makes no mention of it.

Secondly and most importantly, I completely object to the plan of adding this 26 E. Santa Anita Terrace residence on our street. The design of the driveway and the proposed opening on the existing street is unsightly. The house's driveway, placed near another, poses potential driving hazards. The proposed plan is not only a violation of the current homeowners' rights, but also will destroy the original beautiful plan of the neighborhood. We, as homeowners, did not purchase our homes with the knowledge of such a potential major change on our street.

Last but not least, due to the unique location of the residence, safety concerns will arise if construction starts. Passing such a lot plan in 2009 was not a careful decision by the Arcadia City, and there might be violations of regulations. I request the City to release more information on this lot change decision, including the hearing and panel discussion details, to the public.

In conclusion, we strongly object to the proposed plan.

Thank you for your consideration.

Wei Cong

27 E Santa Anita Terrace, Arcadia

**From:** [Bingbing Zhang](#)  
**To:** [Edwin Arreola](#); [bbzhang.ucd](#)  
**Subject:** Re: Comments on project on 26 E. Santa Anita Terrace (SFADR No. 21-13)  
**Date:** Wednesday, February 16, 2022 4:42:50 PM

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Dear Mr. Arreola,

I am a property owner on E. Santa Anita Terrace in Arcadia. After reviewing the revised building project of building a 3169 square feet, two-story residence in 26 E Santa Anita Terrace (SFADR No. 21-13, referred herein as "This Revised Plan"), I would like to express my strong objections to the proposed plan. I feel my previous concern has not been fully addressed with the revised plan.

In my comment from October 25, 2021, I strongly objected to the proposed plan of building a two-story residence. There is no presence of a two-story house on the street, so building one will destroy the harmony of the community. However, This Revised Plan is still proposing to build a two-story house.

In the same comment, I had stated:

I "I completely object to the plan of adding this 26 E. Santa Anita Terrace residence on our street. The design of the driveway and the proposed opening on the existing street is unsightly, and prone to potential accidents with the two houses' driveways next to each other."

This Revised Plan stated that there will be a private driveway leading to the proposed property. I feel this modification is a similar approach to the previous proposal and does not address my safety concern at all. I also recently learned from a document, (dated July 14, 2009 and provided by the City Planning Office), that the Revised Plan is actually non-compliant with the city requirement of a 44 ft minimum at the end of Santa Anita Terrace.

I The proposed plan of adding a house at the end of the cul-de-sac will also break the current balance of the street and is a violation of the current homeowners' right. We, as homeowners, did not purchase our homes knowing that a major change on the street would take place which may negatively affect our home values.

This concern is being shared strongly in our neighborhood. To emphasize my concern, This Revised Plan will destroy the landscape of the cul-de-sac, generating an odd and absurd shaped terminus. I question whether there is any cul-de-sac in Arcadia being built this way. As a result, the proposed alteration of the cul-de-sac landscape has the potential to devalue the properties on this street.

Last but not least, in my October 25, 2021 comment, I stated that we, as residents on the street, have safety concerns if the construction starts due to the unique location of this residence. The Revised Plan did not address this concern.

Again, to summarize, we strongly object to the proposed plan!

Thank you for your consideration.

Bingbing Zhang

33 E Santa Anita Terrace, Arcadia

# Attachment No. 7

Public Comments from the  
October 11, 2021, Notice



Yang Liu and Jun Dai  
28 E Santa Anita Ter  
Arcadia, CA 91006

Edwin Arreola  
City of Arcadia  
Planning Services  
240 W Huntington Drive  
P.O Box 60021

Dear Mr. Arreola,

We are providing written comments regarding the new building project of a two-story single family in 26 E Santa Anita Terrace. As the residents neighboring this new project, we are writing to express our strong objections to this pending project and the associated modification of the street and cul-de-sac of E Santa Anita Terrace. We have listed 7 objections below:

1. The creation of '26 E Santa Anita Ter' was not disclosed until after we purchased our property at 28 E Santa Anita Terrace when we closed the escrow around October 5<sup>th</sup> of 2018. This lack of disclosure affected the purchase price of our house. And if the project is approved, it may affect the future sales price of our property.
2. Construction of a two-story house at 26 E Santa Anita Ter allows its residents to easily view our home and backyard, essentially robbing us of our right to privacy. Therefore, we object to any plans of construction of a two-story house at 26 E Santa Anita Ter unless the project provides a detailed plan regarding how our privacy will be respected.
3. E Santa Anita Terrace is a quaint and pretty street. The new project will extend the cul-de-sac into an odd shape. It destroys the image of the street and may decrease the property values in the long run. We request the city and the project to provide a better modification plan of the street.
4. To accommodate the new location at '26 E Santa Anita Ter', the street will cut away up to 5 feet of our current driveway. This will significantly diminish our currently available parking space, risking accidents with cars from the new location (26 E Santa Anita Ter) and the city service vehicles (garbage trucks, utility vehicles, etc). If the project was approved, we need written agreement from the project and the city that any damage to our vehicles incurred during and after construction will be paid in full by the project and the city, respectively.
5. The city restricts any construction within a certain distance from the curb. Since the city will shorten the distance between our house and the street, if this project is approved, we need written proof from the city that the city will lift the construction restriction on our house.

6. The new project will be a public safety risk to our neighborhood. For the past three years we've resided at 28 E. Santa Anita, the cul-de-sac protected our neighborhood from burglary and property theft by isolating it from any main streets. During the construction, the project will open our neighborhood to traffic from Santa Anita Ave because the other lot is empty. This will provide easy access to criminals and increase the risk for burglary and property theft. We require the project to demonstrate a plan that will remove such risk, and we also require written agreement from the project to pay for any loss or damage to residents' properties owing to burglary or property theft caused by the construction.
  
7. Due to the ongoing Covid-19 pandemic, we have hybrid models of employment that require us to alternate between being at work in person and working from home. The new project poses two threats to our employment. First, the construction trucks for the new project may block our access to the streets. This impedes our access to Camino Real and Santa Anita, meaning it will affect us getting to work on time. Second, construction results in severe noise that will affect our ability to concentrate on work on days we work remotely. We require that the project present a detailed plan to manage the traffic caused by construction as well as how the project plans on mitigating the noise. We require written agreement that the project will offer compensation for any work hours lost due to noise or traffic within the neighborhood.

As residents of Arcadia for 8 years and hopefully many more years to come, we wish our concerns are heard and addressed before the city council considers the approval of the project. However, if these concerns are not all addressed, **we will be pursuing further legal action.**

Sincerely yours,

Yang Liu and Jun Dai

**From:** [Lesley Ma](#)  
**To:** [Edwin Arreola](#)  
**Subject:** Comments on project location 26 E Santa Anita Terrace  
**Date:** Thursday, October 21, 2021 10:12:07 AM

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<<https://s3.amazonaws.com/staticmediafiles/media/sights/iron-icon-color.png>> IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender hongma99@hotmail.com

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Dear Planning Service,

After reviewing the plan, I don't feel this lot is suitable for a 3,386 two-story residence. The shape of the proposed cul-de-sac is awkward and it destroys the harmonic and the master plan of the whole neighborhood. A normal cul-de-sac is round sharp ending but this one is half 90-degree-corner (with a tall wall) and half round shape which looks extremely abnormal. Putting a two-story house in such a rare shape boundary at the end of the street makes the street looked like some kind of un-planned community.

I believe in Fengshui. Destroying the half round shape of the cul-de-sac will cause bad luck to this nice and peace community. The entrance of this property is not supposed to be on this end, it should be from the Santa Anita Ave where original of the lot faces.

In addition, the construction will cause safety issues if the wall is open. All our neighbors have big concern on it. In conclusion, we strongly against this project!

Lesley Ma  
Residence of 37 E Santa Anita Ter

**From:** [W Cong](#)  
**To:** [Edwin Arreola](#)  
**Cc:** [Wei Cong](#)  
**Subject:** Re: Comments on proposed construction project on 26 E. Santa Anita Terrace (APN: 5781-001-035)  
**Date:** Sunday, October 24, 2021 8:51:21 PM

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<<https://s3.amazonaws.com/staticmediafiles/media/sights/iron-icon-color.png>> IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender [congwei@gmail.com](mailto:congwei@gmail.com)

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Dear Planning Services staff,

I am a property owner on E. Santa Anita Terrace. After reviewing the proposed plan of building a 3386 square feet, two-story residence on a 8283 square feet lot, I am listing my comments below:

1. First of all, I strongly object to the proposed plan of building a two-story residence. Not only is there no existence of a two-story residence on the entire street, but also the proposed two-story residence will violate the harmony of our community.
2. Secondly and most importantly, I completely object to the plan of adding this 26 E. Santa Anita Terrace residence on our street. The design of the driveway and the proposed opening on the existing street is unsightly, and it poses potential driving hazards with the two houses' drive ways next to each other. The proposed plan will also destroy the original beautiful plan of the neighborhood and is a violation of the current homeowners' right. We, as homeowners, did not purchase our homes knowing that a major change on the street would take place.
3. Last but not least, there will be safety concerns if the construction starts due to the unique location of this residence.

In a summary, we strongly object to the proposed plan!

Thank you for your consideration.

Wei Cong  
27 E Santa Anita Terrace, Arcadia

**From:** [Bingbing Zhang](#)  
**To:** [Edwin Arreola](#)  
**Subject:** Re: Comments on proposed construction project on 26 E. Santa Anita Terrace  
**Date:** Monday, October 25, 2021 2:33:03 PM

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<<https://s3.amazonaws.com/staticmediafiles/media/sights/iron-icon-color.png>> IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender [bbzhang.ucd@gmail.com](mailto:bbzhang.ucd@gmail.com)

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Dear Planning Services Office,

I am a property owner on E. Santa Anita Terrace. After reviewing the proposed plan of building a 3386 square feet, two-story residence on a 8283 square feet lot, I am obligated to express my strong objections on the proposed plan.

First of all, I strongly object to the proposed plan of building a two-story residence. There is not a single two-story residence on the entire street, so building one will destroy the harmony of the community.

Secondly, I completely object to the plan of adding this 26 E. Santa Anita Terrace residence on our street. The design of the driveway and the proposed opening on the existing street is unsightly, and prone to potential accidents with the two houses' driveways next to each other. The proposed plan of adding a house at the end of the cul de sac will also break the current balance of the street and is a violation of the current homeowners' right. We, as homeowners, did not purchase our homes knowing that a major change on the street would take place which may negatively affect our home values.

Last but not least, we, as residents on the street, have safety concerns if the construction starts due to the unique location of this residence.

Again, to summarize, we strongly object to the proposed plan!

Thank you for your consideration.

Bingbing Zhang

33 E Santa Anita Terrace, Arcadia

**From:** [Marianne Martin](#)  
**To:** [Edwin Arreola](#)  
**Subject:** Re: 26 E Santa Anita Ter  
**Date:** Monday, October 25, 2021 3:18:17 PM

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<<https://s3.amazonaws.com/staticmediafiles/media/sights/iron-icon.png>> IRONSCALES finds this email suspicious! We know MARIANNE MARTIN by name, but the email was sent from an unfamiliar address mmartin@ausd.net | Know this sender?  
<<https://members.ironstakes.com/sights/info/MTk1NTQ2MTQ2:1mf8IN:o5qmQnKjJ6i23rscKXao5GuTmmU/>>

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Dear Edwin Arreola,

As residents whose property borders the project at 26 E Santa Anita Terrace, we have serious concerns about this proposal.

Having half a cul-de-sac dead end into our fence is awkward, unattractive, and unnecessary. We will not give or sell our land, so the cul-de-sac, as designed, will never be completed. There is absolutely no need for a partial cul-de-sac there; it has no function. There are other options for access to that lot.

Creating this half cul-de-sac is unfair to the homeowners at 28 E Santa Anita Terrace.. For many years, they and the previous owners have been allowed to use some of the land in question as part of their driveway access. Under the concept of adverse possession, they in fact have a claim to some of this land because of many years of allowed use. The current residents of 28 E Santa Anita Terrace have notified you of the loss of five feet of access to their own driveway, which could create a dangerous and unmanageable situation for them.

In talking with other residents on E Santa Anita Terrace, it is clear that they are also unhappy about this project because adding this unsightly and incomplete cul-de-sac ruins the aesthetic of the neighborhood and lowers their property values.

It is important to consider the wishes of all residents when making this decision. Multiple residents are unhappy with this plan. You will have to decide if you want to accommodate the wishes of one builder or listen to the wishes of many residents in this neighborhood. We are proud long-time residents of Arcadia -- 42 years at this house and 47 years in total. We have always valued and respected Arcadia's desire to create and maintain attractive neighborhoods and feel this half cul-de-sac is a big mistake. Thank you for your thoughtful consideration on this matter.

Sincerely,  
Marianne and William Martin  
1504 S Santa Anita Ave  
Arcadia, CA 91006  
(626) 446-9070

# Attachment No. 8

Parcel Map No. 70963



398/59

2 PARCELS  
31,040 SQ. FT.

# PARCEL MAP NO. 70963

SHEET 1 OF 2 SHEETS



IN THE CITY OF ARCADIA  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 22 OF ARCADIA  
ACREAGE TRACT, AS PER MAP RECORDED IN BOOK 10 PAGES 18 OF  
MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

FILED  
AT REQUEST OF OWNER  
33 MIN PAST 1 PM  
IN BOOK 398  
AT PAGE 59-60  
OF PARCEL MAPS  
LOS ANGELES COUNTY, CA  
Registrar-Recorder/County Clerk  
by [Signature]  
Deputy  
FEE \$ 11.00

D.A. FEE CODE 20 \$ 5.00

### OWNER'S STATEMENT

I HEREBY STATE THAT I AM THE OWNER OF OR AM INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND I CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.  
I HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS AS SHOWN ON SAID MAP.  
I ALSO HEREBY DEDICATE TO THE CITY OF ARCADIA AN EASEMENT FOR UTILITIES PURPOSES AS SHOWN ON SAID MAP.

JOHNNY NGO (OWNER)

[Signature]  
JOHNNY NGO, OWNER

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 April 03, 2018 BEFORE ME, John William Wilhelm, NOTARY PUBLIC, PERSONALLY APPEARED Johnny Ngo WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE John W. Wilhelm  
PRINTED NAME John William Wilhelm  
MY COMMISSION NUMBER: 2131678  
MY COMMISSION EXPIRES: November 15, 2020  
MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.



MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY UNDER A DEED OF TRUST RECORDED AUGUST 10, 2012 AS INSTRUMENT NO. 20121194769, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.  
IN: 1008920000459601  
SS: 1-888-674-6875

Laura E. Valentine  
NAME Laura E. Valentine  
TITLE Vice President

Philip A. Wray  
NAME Philip A. Wray  
TITLE Vice President

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 Frederick

ON May 03, 2018 BEFORE ME, Betty Early, NOTARY PUBLIC, PERSONALLY APPEARED Laura E. Valentine & Philip A. Wray WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Betty Early  
PRINTED NAME Betty Early  
MY COMMISSION NUMBER: 121420  
MY COMMISSION EXPIRES: 12/14/20  
MY PRINCIPAL PLACE OF BUSINESS IS IN Frederick COUNTY.



### SIGNATURE OMISSION NOTE

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, HAVE BEEN OMITTED UNDER PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66436 (a) (3) (A) (i-viii). AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

SIERRA PACIFIC LAND AND WATER COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PIPE LINES PURPOSES BY DEED RECORDED IN BOOK 3027 PAGE 45 OF DEEDS, RECORDS OF LOS ANGELES COUNTY.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR ELECTRIC LINE PURPOSES BY DOCUMENT RECORDED OCTOBER 7, 1960 AS INSTRUMENT NO. 3014 IN BOOK D-999 PAGE 820 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ 13,775.00 HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 70963 AS REQUIRED BY LAW.

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

BY: Fabrizio Palano 7/18/18  
DEPUTY DATE



### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN JULY, 2014, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHNNY NGO ON NOVEMBER 03, 2008. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF OR WILL BE THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THE NOTES FOR ALL CENTERLINE MONUMENTS NOTED AS "SET" ARE ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKERS OF SAID COUNTY.

Alfred J. Thelwell  
ALFRED J. THELWELL DATE  
LS 6999 EXPIRES: 9/30/2019



### BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N00°22'30"W OF THE CENTERLINE OF LOUISE AVENUE AS SHOWN ON THE MAP OF TRACT NO. 21741 FILED IN BOOK 635, PAGES 77 AND 78, OF MAPS, RECORDS OF SAID COUNTY.

### COUNTY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY ENGINEER

Fabrizio J. Palano DATE: 7/18/18  
BY: FABRIZIO G. PACHIANO, DEPUTY  
L.S. NO. 7274



### CITY ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF ARCADIA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

7/12/18 DATE  
CITY ENGINEER, PHILIP WRAY  
L.S. 7305



### CITY TREASURER'S CERTIFICATE

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

6/20/18 DATE  
CITY TREASURER - CITY OF ARCADIA

### PLANNING COMMISSION CERTIFICATE

THIS IS TO CERTIFY THAT THE TENTATIVE MAP OF PARCEL MAP NO. 70963 WAS APPROVED AT A MEETING HELD ON THE 18TH DAY OF JULY, 2014. I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY COMPLIES WITH THE PREVIOUSLY APPROVED TENTATIVE MAP.

7/10/18 DATE  
SECRETARY OF THE PLANNING COMMISSION  
- CITY OF ARCADIA

### FINANCE DIRECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE FEE REQUIRED BY SECTION 9118.4 OF THE MUNICIPAL CODE HAS BEEN PAID TO THE CITY OF ARCADIA.

6/20/18 DATE  
FINANCE DIRECTOR - CITY OF ARCADIA

### CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ARCADIA BY MOTION PASSED ON June 19, 2018 APPROVED THE ATTACHED MAP AND REJECTED ON BEHALF OF THE STREET AND THE EASEMENT FOR UTILITIES PURPOSES THEREIN OFFERED FOR DEDICATION AND RESERVED THE RIGHT TO ACCEPT THE STREET AND EASEMENT IN THE FUTURE.

7/12/2018 DATE  
CITY CLERK - CITY OF ARCADIA

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

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

BY: Fabrizio Palano 7/18/18  
DEPUTY DATE



MAP/GRAVIT

SCALE: 1"=40'

SHEET 2 OF 2 SHEETS

# PARCEL MAP NO. 70963

IN THE CITY OF ARCADIA  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

A 3' WIDE EASEMENT OF SIERRA PACIFIC LAND AND WATER COMPANY FOR PIPE LINES PURPOSES RECORDED IN BOOK 3027 PAGE 45, O.R.

B 6' WIDE EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY FOR ELECTRIC LINE PURPOSES RECORDED IN BOOK D-999 PAGE 820 AS INST. NO. 3014, O.R.

C 5' WIDE EASEMENT TO CITY OF ARCADIA FOR UTILITIES PURPOSES

### LEGEND

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

- ① SET 2" IP, CEMENT PLUG & BRASS TACK TAGGED LS 6999.
- ② SET L&T TAGGED LS 6999.

PAMELA ROAD

FD. S&T, DN. 0.15' PER CITY ARCADIA TIE NOTE # 501, FITS 3. FD. STEEL PIN TIES PER SAID NOTE. ACCEPTED AS C.L. INTERSECTION

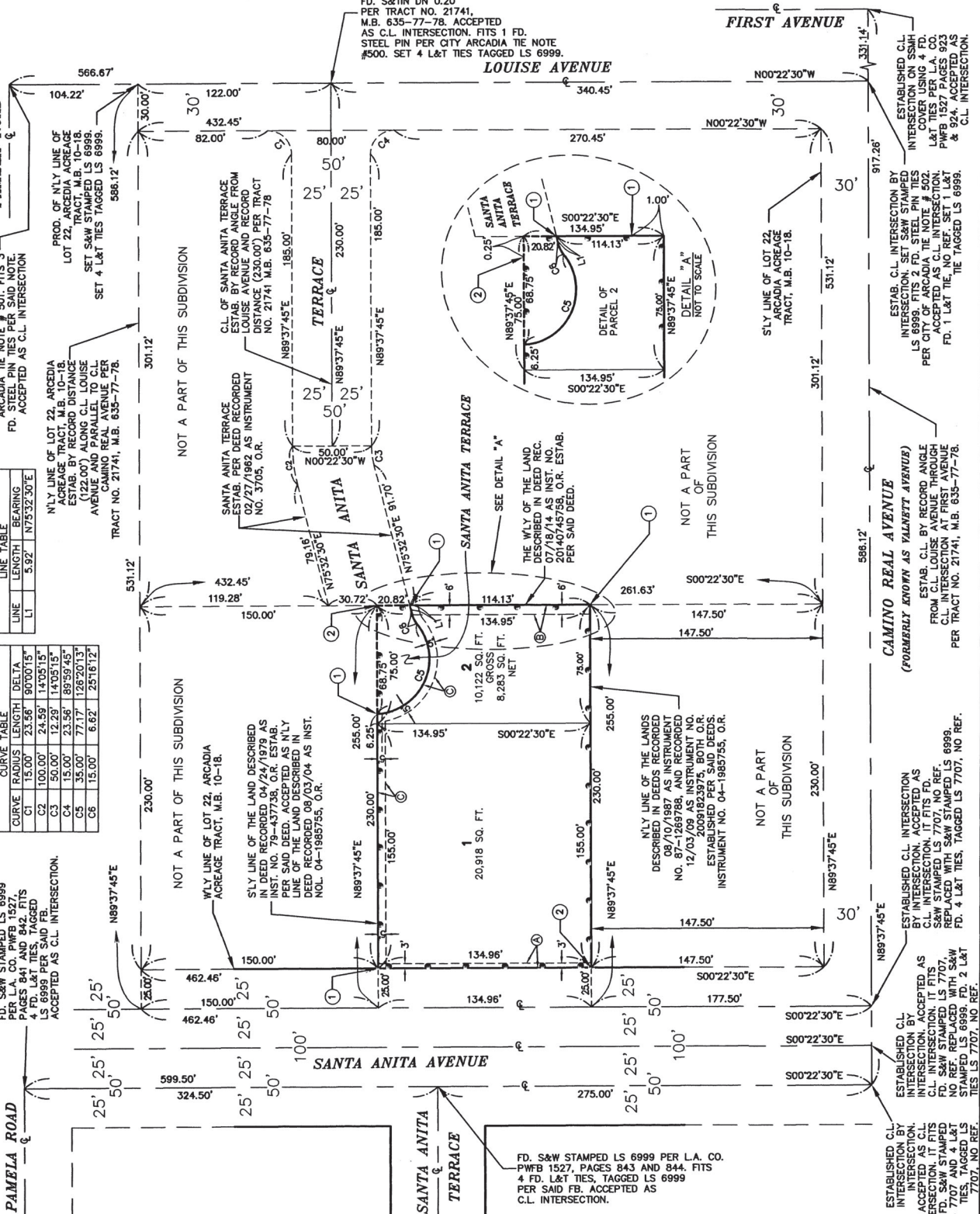
LINE	LENGTH	BEARING
L1	5.92	N75°32'30"E

CURVE	RADIUS	LENGTH	DELTA
C1	15.00'	23.56'	90°00'15"
C2	100.00'	24.59'	14°05'15"
C3	50.00'	12.29'	14°05'15"
C4	15.00'	23.56'	89°59'45"
C5	35.00'	77.17'	126°20'13"
C6	15.00'	6.82'	25°16'12"

FD. S&W STAMPED LS 6999 PER L.A. CO. PWFB 1527, PAGES 841 AND 842, FITS LS 6999 PER SAID DEED. ACCEPTED AS C.L. INTERSECTION.

PAMELA ROAD

FD. S&W STAMPED LS 6999 PER L.A. CO. PWFB 1527, PAGES 843 AND 844, FITS 4 FD. L&T TIES, TAGGED LS 6999 PER SAID FD. ACCEPTED AS C.L. INTERSECTION.



CAMINO REAL AVENUE  
(FORMERLY KNOWN AS VALNETT AVENUE)

ESTABLISHED C.L. INTERSECTION BY INTERSECTION, ACCEPTED AS C.L. INTERSECTION, IT FITS FD. S&W STAMPED LS 7707, NO. REF. REPLACED WITH S&W STAMPED LS 6999, TAGGED WITH 2 L&T TIES LS 7707, NO. REF.

ESTABLISHED C.L. INTERSECTION BY INTERSECTION, ACCEPTED AS C.L. INTERSECTION, IT FITS FD. S&W STAMPED LS 7707, NO. REF. REPLACED WITH S&W STAMPED LS 6999, TAGGED WITH 2 L&T TIES LS 7707, NO. REF.

# Attachment No. 9

## Preliminary Exemption Assessment



CITY OF  
ARCADIA

## PRELIMINARY EXEMPTION ASSESSMENT

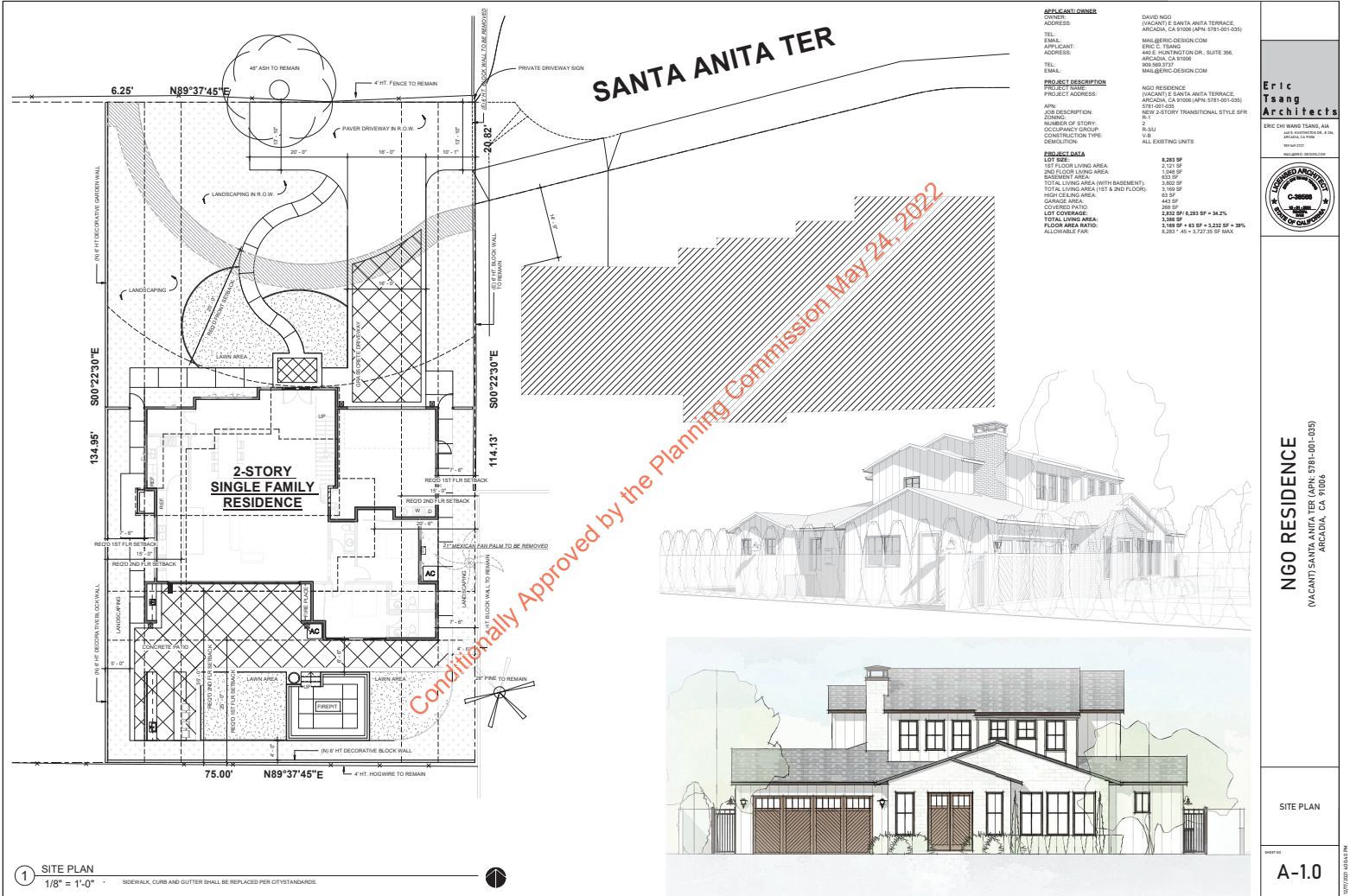
1. Name or description of project:	Single Family Architectural Design Review No. SFADR 21-13 – A request to construct a new 3,169 square foot, two-story home with an attached 443 square foot two-car garage, a 268 square foot attached covered patio and a 633 square foot basement.			
2. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	26 E. Santa Anita Terrace – The closest intersection is located east of the property at E. Santa Anita Terrace and Louise Avenue.			
3. Entity or person undertaking project:	A.			
	B. Other (Private)			
	(1) Name	Eric Tsang, Applicant		
	(2) Address	440 E. Huntington Drive, #356 Arcadia, CA 91006		
4. Staff Determination:	<p>The Lead Agency's Staff, having undertaken and completed a preliminary review of this project in accordance with the Lead Agency's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:</p>			
a. <input type="checkbox"/>	The proposed action does not constitute a project under CEQA.			
b. <input type="checkbox"/>	The project is a Ministerial Project.			
c. <input type="checkbox"/>	The project is an Emergency Project.			
d. <input type="checkbox"/>	The project constitutes a feasibility or planning study.			
e. <input checked="" type="checkbox"/>	<p>The project is categorically exempt.</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 40%;">Applicable Exemption Class:</td> <td style="border: none;">15303(a) – Class 3 (Construction of a single-family home)</td> </tr> </table>		Applicable Exemption Class:	15303(a) – Class 3 (Construction of a single-family home)
Applicable Exemption Class:	15303(a) – Class 3 (Construction of a single-family home)			
f. <input type="checkbox"/>	<p>The project is statutorily exempt.</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 40%;">Applicable Exemption:</td> <td style="border: none;"></td> </tr> </table>		Applicable Exemption:	
Applicable Exemption:				
g. <input type="checkbox"/>	<p>The project is otherwise exempt on the following basis:</p>			
h. <input type="checkbox"/>	<p>The project involves another public agency which constitutes the Lead Agency.</p> <table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 40%;">Name of Lead Agency:</td> <td style="border: none;"></td> </tr> </table>		Name of Lead Agency:	
Name of Lead Agency:				

Date: May 5, 2022

Staff: Edwin Arreola, Assistant Planner

# Attachment E

Architectural Plans approved by the  
Planning Commission May 24, 2022



APPLICANT/OWNER	
OWNER:	DAVID NGO
ADDRESS:	(VACANT) E SANTA ANITA TERRACE ARCADIA, CA 91006 (APN: 5781-001-035)
TEL:	MALBERG DESIGN.COM
APPLICANT:	ERIC C. TSANG
ADDRESS:	440 E HUNTINGTON DR., SUITE 306 ARCADIA, CA 91008
TEL:	959.969.3737
E-MAIL:	MALBERG DESIGN.COM

PROJECT DESCRIPTION	
PROJECT NAME:	NGO RESIDENCE
PROJECT ADDRESS:	(VACANT) E SANTA ANITA TERRACE ARCADIA, CA 91006 (APN: 5781-001-035)
APN:	5781-001-035
ZONING:	R2-30
NUMBER OF STORIES:	2
OCCUPANCY GROUP:	R-301
CONSTRUCTION TYPE:	V-B
DESCRIPTION:	ALL EXISTING UNITS

PROJECT DATA	
LOT SIZE:	8,283 SF
1ST FLOOR LIVING AREA:	2,121 SF
2ND FLOOR LIVING AREA:	1,046 SF
BASEMENT AREA:	833 SF
TOTAL LIVING AREA (WITH BASEMENT):	3,999 SF
TOTAL LIVING AREA (1ST & 2ND FLOOR):	3,167 SF
HIGH CLEARANCE AREA:	833 SF
CARAGE AREA:	443 SF
COVERED PATIO:	288 SF
LOT COVERAGE:	3,822 SF / 4,633 SF = 82.3%
TOTAL LIVING AREA:	3,168 SF
FLOOR AREA RATIO:	3,168 SF / 4,633 SF = 68.2%
ALLOWABLE F.A.R.:	8,283' x 45' = 3,727.35 SF MAX.

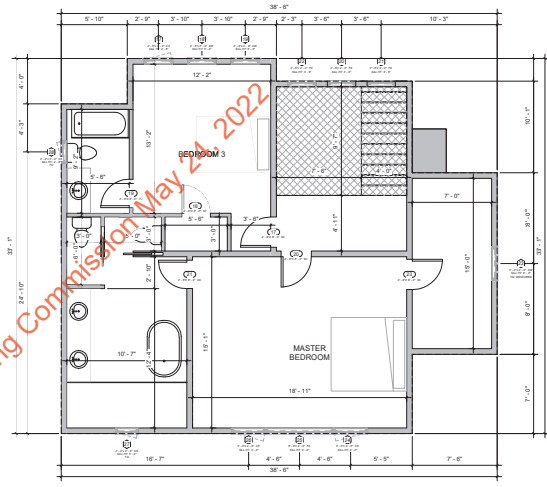
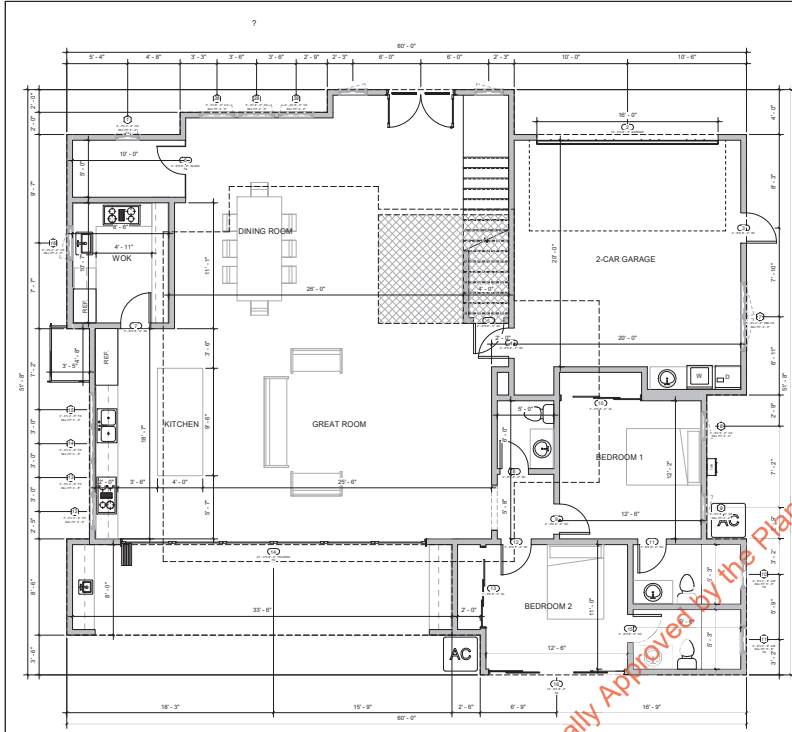
**Eric Tsang Architects**  
ERIC CHI WANG TSANG, AIA  
1001 W. HUNTINGTON DR., SUITE 306  
ARCADIA, CA 91008  
TEL: 959.969.3737  
WWW.ERIC-TSANG.COM



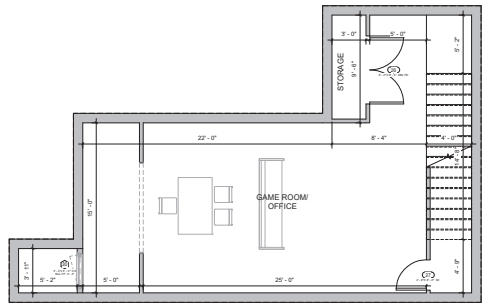

Conditionally Approved by the Planning Commission May 24, 2022

**1 SITE PLAN**  
1/8" = 1'-0"  
SIDEWALK, CURB AND GUTTER SHALL BE REPLACED PER CITY STANDARDS.

SITE PLAN  
A-1.0



2 2ND FLOOR  
1/4" = 1'-0"



3 BASEMENT FLOOR  
1/4" = 1'-0"

1 1ST FLOOR  
1/4" = 1'-0"

DOOR SCHEDULE				WINDOW SCHEDULE					
#	DOOR TYPE	WD	HT	NOTES	#	WINDOW TYPE	WD	HT	NOTES
1	AWNING CASING	10'-0"	8'-0"		1	CASERMENT	2'-0"	2'-0"	IG
2	SINGLE FLUSH	2'-0"	8'-0"		2	DBL CASERMENT	6'-0"	4'-0"	
3	SINGLE FLUSH	2'-0"	8'-0"		3	CASERMENT	2'-0"	3'-0"	
4	SINGLE FLUSH	2'-0"	8'-0"		4	CASERMENT	2'-0"	3'-0"	
5	SINGLE FLUSH	2'-0"	8'-0"	IG	5	AWNING	2'-0"	8'-0"	IG
6	SINGLE FLUSH	2'-0"	8'-0"		6	AWNING	2'-0"	8'-0"	IG
7	SINGLE FLUSH	2'-0"	8'-0"		7	AWNING	2'-0"	8'-0"	IG
8	SINGLE FLUSH	2'-0"	8'-0"		8	AWNING	2'-0"	8'-0"	IG
9	SINGLE FLUSH	2'-0"	8'-0"		9	AWNING	2'-0"	8'-0"	IG
10	SINGLE FLUSH	2'-0"	8'-0"		10	AWNING	2'-0"	8'-0"	IG
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Conditionally Approved by the Planning Commission May 2, 2022

**Eric Tsang Architects**

ERIC CHU WANG TSANG, AIA  
ARCHITECTS  
1000 N. GARDEN ST., SUITE 100  
ARCADIA, CA 91710  
TEL: 626-441-1111  
WWW.ERICCHUWANGTSANG.COM



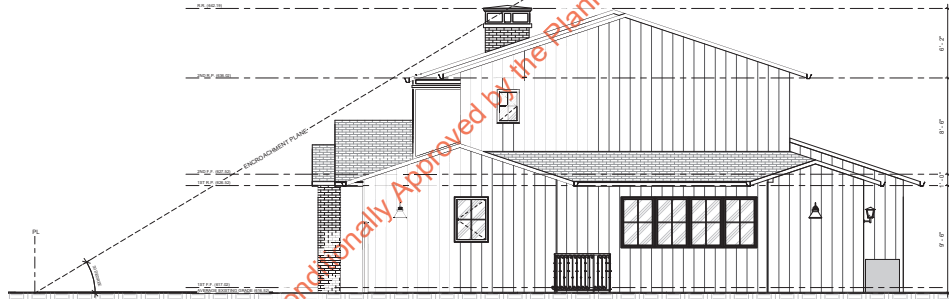
**NGO RESIDENCE**  
(VACANT) SANTA ANITA TRAIL (CON. 5781-001-035)  
ARCADIA, CA 91710

FLOOR PLAN

A-2.0



1 NORTH ELEVATION (FRONT)  
1/4" = 1'-0"



2 WEST ELEVATION (SIDE)  
1/4" = 1'-0"

**MATERIAL LEGEND**

- 1 CONCRETE ROOF TILE  
BORAL ROOFING  
SAXONY SLATE  
EBONY
- 2 VERTICAL SIDING  
JAMES HARGRE  
VERTICAL FIBER CEMENT SIDING  
FARMHOUSE WHITE
- 3 EASDOL  
2X4 PAINTED  
DUNN EDWARDS JET DE6378
- 4 GARAGE DOOR  
CITIT GARAGE DOOR  
OVERLAY CARRIAGE  
CEDAR
- 5 DOORS & WINDOWS  
KELOWNA OR SIMILAR  
WOOD CLAD SDL  
BLACK
- 6 BRICK VENEER  
MERIDIAN BRICK  
KELOWNA  
GREY GROUT
- 7 EXTERIOR WALL LIGHT  
SAVOY HOUSE ELLIJAY  
3 LIGHT 19" TALL  
OUTDOOR WALL SCONCE
- 8 WOOD PANEL  
RECESS PANELS  
DUNN EDWARDS SWISS COFFEE

**Eric Tsang Architects**

ERIC CHI WANG TSANG, AIA  
ARCHITECT  
1000 S. GARDEN ST., SUITE 200  
ARCADIA, CA 91706  
TEL: 626.444.8888  
WWW.ERICTSANGARCHITECTS.COM

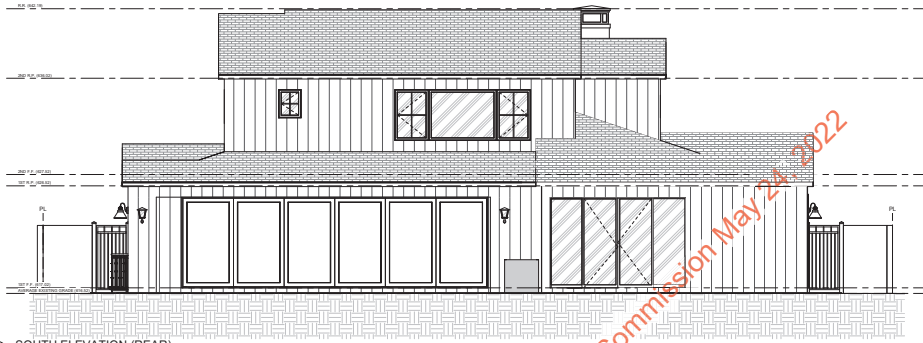


**NGO RESIDENCE**  
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ARCADIA, CA 91706

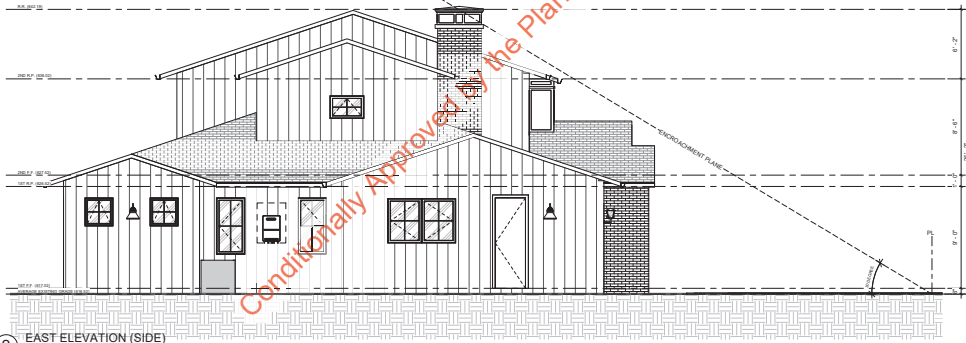
ELEVATIONS

A-3.0





① SOUTH ELEVATION (REAR)  
1/4" = 1'-0"



② EAST ELEVATION (SIDE)  
1/4" = 1'-0"

Conditionally Approved by the Planning Commission May 24, 2022

**MATERIAL LEGEND**

- 1 CONCRETE ROOF TILE  
BORAL ROOFING  
SANDVY SLATE  
EBONY
- 2 VERTICAL SIDING  
JAMES HARGRE  
VERTICAL FIBER CEMENT SIDING  
FARMHOUSE WHITE
- 3 EASDOL  
2X4 PAINTED  
DUNN EDWARDS JET DE6378
- 4 GARAGE DOOR  
CHIT GARAGE DOOR  
OVERLAY CARRIAGE  
CEDAR
- 5 DOORS & WINDOWS  
JELLOWENOR SIMILAR  
WOOD CLAD SDL  
BLACK
- 6 BRICK VENEER  
MERIDIAN BRICK  
KELOWNA  
GREY GROUT
- 7 EXTERIOR WALL LIGHT  
SAVOY HOUSE ELLIJAY  
3 LIGHT 19" TALL  
OUTDOOR WALL SCNCE
- 8 WOOD PANEL  
RECESS PANELS  
DUNN EDWARDS SWISS COFFEE

**Eric  
Tsang  
Architects**

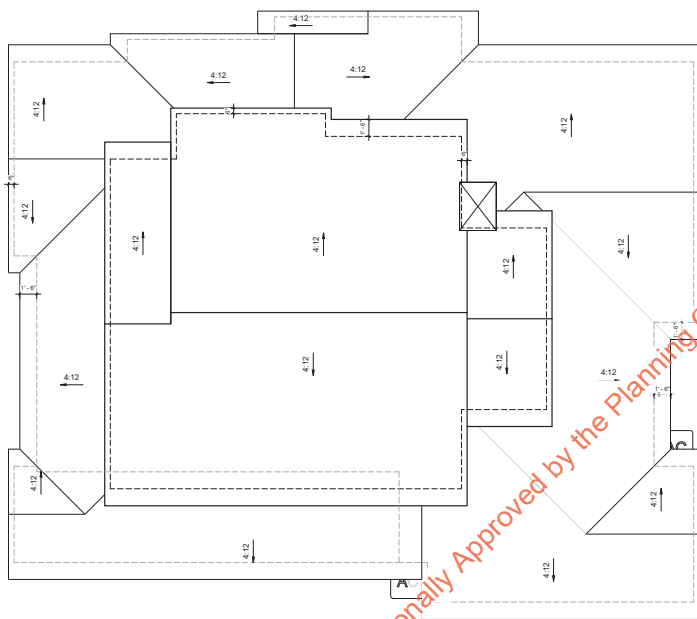
ERIC CHI WANG TSANG, AIA  
1001 WASHINGTON ST., 2ND FL.  
ARCADIA, CA 91709  
TEL: (909) 441-1111  
WWW.ERICTSANG.COM



**NGO RESIDENCE**  
(VACANT) SANTA ANITA TRAIL (APN: 5781-001-003)  
ARCADIA, CA 91709

ELEVATIONS

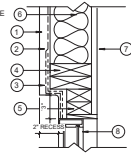
A-3.1



1 ROOF PLAN  
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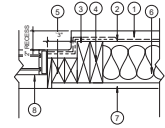
Conditionally Approved by the Planning Commission May 24, 2022

1. EXTERIOR FINISH PER ELEVATIONS
2. 2 LAYERS GRADE 'D' PAPER
3. 12" WIDE MOISTOP FLASHING PAPER
4. FRAMING PER STR PLAN
5. 2X FURRING
6. INSULATION PER T-24
7. INTERIOR FINISH
8. WINDOW PER WINDOW SCHEDULE



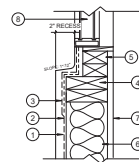
2 WINDOW HEAD  
N.T.S.

1. EXTERIOR FINISH PER ELEVATIONS
2. 2 LAYERS GRADE 'D' PAPER
3. 12" WIDE MOISTOP FLASHING PAPER
4. FRAMING PER STR PLAN
5. 2X FURRING
6. INSULATION PER T-24
7. INTERIOR FINISH
8. WINDOW PER WINDOW SCHEDULE



3 WINDOW JAMB  
N.T.S.

1. EXTERIOR FINISH PER ELEVATIONS
2. 2 LAYERS GRADE 'D' PAPER
3. 12" WIDE MOISTOP FLASHING PAPER
4. FRAMING PER STR PLAN
5. 2X FURRING
6. INSULATION PER T-24
7. INTERIOR FINISH
8. WINDOW PER WINDOW SCHEDULE



4 WINDOW SILL AT RECESS WINDOWS  
N.T.S.

**Eric Tsang Architects**

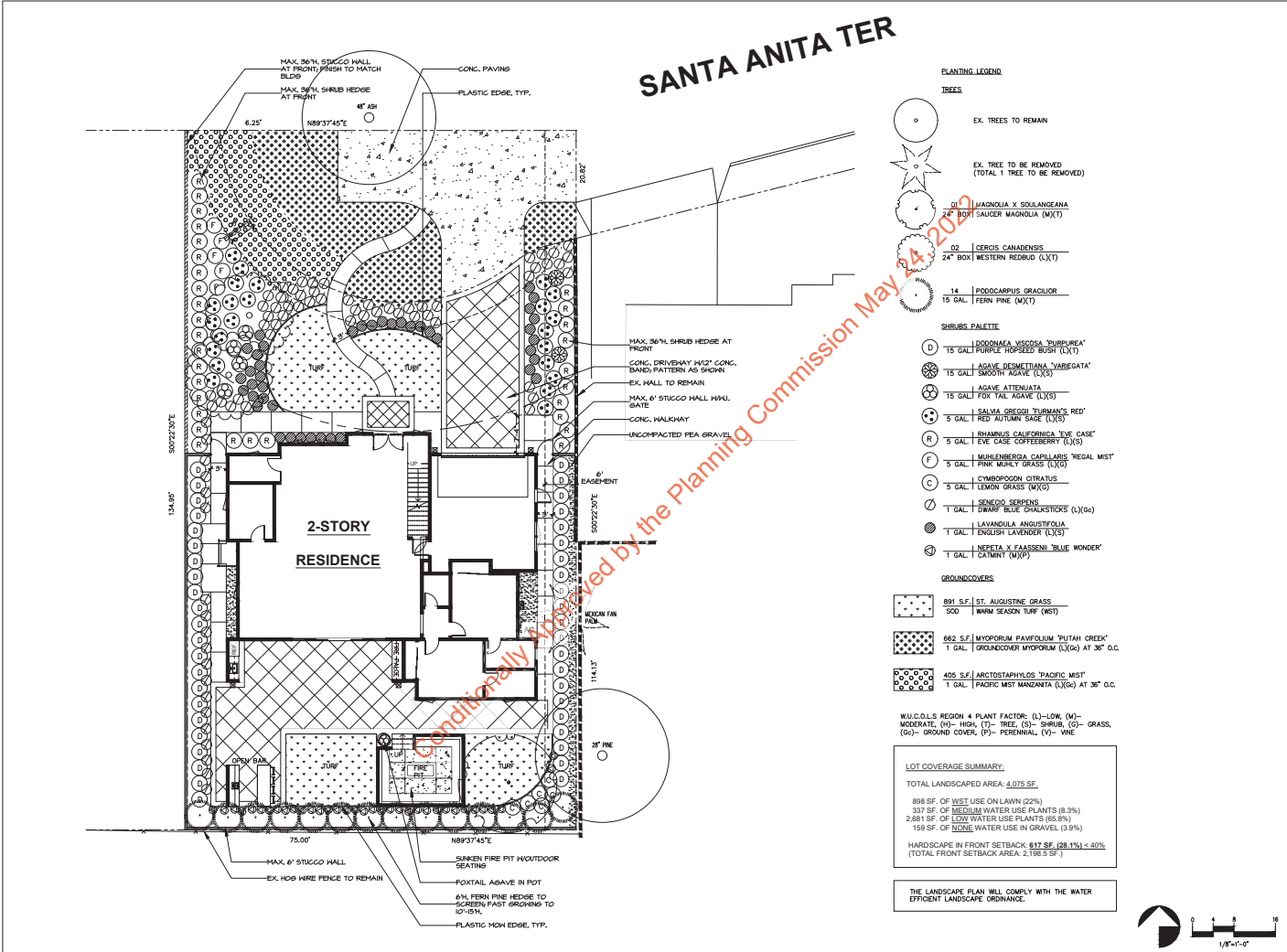
ERIC CHI WANG TSANG, AIA  
1001 WASHINGTON ST., STE. 200  
SAN FRANCISCO, CA 94108  
415.774.8888  
www.eric-tsang.com



**NGO RESIDENCE**  
(VACANT) SANTA ANITA TRAIL (APN: 5781-001-003)  
ARCADIA, CA 91006

ROOF PLAN/ TYP. DETAIL

00001-001  
**A-4.0**



**TWO TREES DESIGN, INC.**  
 1100 S. GARDEN ST. SUITE 100  
 ANAHEIM, CA 92805  
 TEL: 714.944.8888  
 WWW.TWOTREESDESIGN.COM

**LANDSCAPE PLANTING PLAN**

**SINGLE FAMILY RESIDENCE**  
 26 SANTA ANITA TERRACE  
 ARCADIA, CA. 91006

DATE	REVISIONS

CLIENT	AS SHOWN
DATE	12-05-2021
PROJECT NO.	P2113
DESIGNED BY	CP
CHECKED BY	

SCALE: 1/8" = 1'-0"

L-1  
 OF 1 SHEETS

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# Attachment F

## Preliminary Exemption Assessment



CITY OF  
ARCADIA

## PRELIMINARY EXEMPTION ASSESSMENT

1. Name or description of project:	Single Family Architectural Design Review No. SFADR 21-13 – A request to construct a new 3,169 square foot, two-story home with an attached 443 square foot two-car garage, a 268 square foot attached covered patio and a 633 square foot basement.								
2. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	26 E. Santa Anita Terrace – The closest intersection is located east of the property at E. Santa Anita Terrace and Louise Avenue.								
3. Entity or person undertaking project:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">A.</td> </tr> <tr> <td colspan="2" style="padding: 2px;">B. Other (Private)</td> </tr> <tr> <td style="width: 10%; padding: 2px;">(1) Name</td> <td style="padding: 2px;">Eric Tsang, Applicant</td> </tr> <tr> <td style="padding: 2px;">(2) Address</td> <td style="padding: 2px;">440 E. Huntington Drive, #356 Arcadia, CA 91006</td> </tr> </table>	A.		B. Other (Private)		(1) Name	Eric Tsang, Applicant	(2) Address	440 E. Huntington Drive, #356 Arcadia, CA 91006
A.									
B. Other (Private)									
(1) Name	Eric Tsang, Applicant								
(2) Address	440 E. Huntington Drive, #356 Arcadia, CA 91006								
4. Staff Determination:	<p>The Lead Agency's Staff, having undertaken and completed a preliminary review of this project in accordance with the Lead Agency's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:</p>								
a. <input type="checkbox"/>	The proposed action does not constitute a project under CEQA.								
b. <input type="checkbox"/>	The project is a Ministerial Project.								
c. <input type="checkbox"/>	The project is an Emergency Project.								
d. <input type="checkbox"/>	The project constitutes a feasibility or planning study.								
e. <input checked="" type="checkbox"/>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">The project is categorically exempt.</td> </tr> <tr> <td style="width: 40%; padding: 2px;">Applicable Exemption Class:</td> <td style="padding: 2px;">15303(a) – Class 3 (Construction of a single-family home)</td> </tr> </table>	The project is categorically exempt.		Applicable Exemption Class:	15303(a) – Class 3 (Construction of a single-family home)				
The project is categorically exempt.									
Applicable Exemption Class:	15303(a) – Class 3 (Construction of a single-family home)								
f. <input type="checkbox"/>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">The project is statutorily exempt.</td> </tr> <tr> <td style="padding: 2px;">Applicable Exemption:</td> <td style="padding: 2px;"></td> </tr> </table>	The project is statutorily exempt.		Applicable Exemption:					
The project is statutorily exempt.									
Applicable Exemption:									
g. <input type="checkbox"/>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">The project is otherwise exempt on the following basis:</td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> </table>	The project is otherwise exempt on the following basis:							
The project is otherwise exempt on the following basis:									
h. <input type="checkbox"/>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">The project involves another public agency which constitutes the Lead Agency.</td> </tr> <tr> <td style="padding: 2px;">Name of Lead Agency:</td> <td style="padding: 2px;"></td> </tr> </table>	The project involves another public agency which constitutes the Lead Agency.		Name of Lead Agency:					
The project involves another public agency which constitutes the Lead Agency.									
Name of Lead Agency:									

Date: May 5, 2022

Staff: Edwin Arreola, Assistant Planner



# STAFF REPORT

Development Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Lisa Flores, Planning & Community Development Administrator  
Prepared By: Fiona Graham, Planning Services Manager

**SUBJECT:** ORDINANCE NO. 2390 RELATED TO TEXT AMENDMENT NO. TA 22-02 AMENDING VARIOUS SECTIONS OF ARTICLE IX, CHAPTER 1 OF THE ARCADIA DEVELOPMENT CODE INCORPORATING NEW OBJECTIVE DESIGN STANDARDS FOR MULTI-FAMILY AND MIXED-USE DEVELOPMENT, UPDATES TO THE DENSITY BONUS ORDINANCE, AND MINOR CHANGES TO THE ACCESSORY DWELLING UNIT ORDINANCE WITH A CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")  
**Recommendation: Introduce**

## SUMMARY

Governor Newsom signed Senate Bill 330 – Housing Development: Approvals ("SB 330") into law on October 9, 2019, which became effective on January 1, 2020. The bill establishes a statewide housing emergency that will be effect until January 1, 2030. The State also refined the Density Bonus Law with new legislation that went into effect January 1, 2022, that provides additional flexibility to developers in meeting requirements for a density bonus. Among these provisions, SB 330 requires local governments to ministerially approve certain housing developments through a streamlined process by removing all discretionary reviews, including design review, and requiring these projects only be subject to objective design and development standards. As a result of these changes, the proposed Text Amendment amends and updates the City of Arcadia's ("City") Development Code to incorporate new Objective Design Standards and to update additional regulations related to density bonuses and Accessory Dwelling Units ("ADU").

It is recommended that the City Council Introduce Ordinance No. 2390 related to Text Amendment No. 22-02 amending various sections of Article IX, Chapter 1 of the Arcadia Development Code incorporating new Objective Design Standards for Multi-Family and Mixed-Use Development, updates to the Density Bonus Ordinance, and minor changes

to the Accessory Dwelling Unit Ordinance with a Categorical Exemption from the California Environmental Quality Act (“CEQA”).

## **BACKGROUND**

In recent years, the State has passed numerous laws aimed at addressing the ongoing housing crisis in California. In 2017, Governor Brown signed a comprehensive housing package with 15 legislative bills that were intended to target the State’s housing shortage and high housing costs. In 2019, Governor Newsom signed 18 bills intended to boost housing production. Included among these bills were Senate Bill (“SB”) 35 and SB 330. Both bills include specific tasks that must be completed by local jurisdictions to comply with State legislation and to approve certain housing proposals through streamlined, ministerial, or “over-the-counter,” processes based on objective standards for new multi-family or mixed-use developments. The intent of SB 35 and SB 330 is to encourage cities to create quicker, more accessible pathways for housing to be built.

SB 35 went into effect January 1, 2018, and created a streamlined, ministerial approval process for certain, qualifying residential projects that provide at least 2 residential units and contain a minimum of 10% affordable units. On October 9, 2019, Governor Newsom signed SB 330 enacting the “Housing Crisis Act of 2019.” The housing bill is one of several bills that went into effect on January 1, 2020. The overall goal of SB 330 is to “suspend” certain local restrictions on housing development and expedite the permitting process to address the housing shortage in the State. SB 8 extends the date SB 330 sunsets from 2025 to 2030 to give the State more time to recover from the pandemic and meet its housing production goals.

SB 330 aims to streamline all multi-family residential development, regardless of whether it includes affordable housing by:

- Implementing a preliminary application process that “locks-in” applicable standards at the time of application and until the project is entitled.
- Sets review time limits for the entire review process.
- Restricts the number of hearings/meetings to a maximum of five (5), including any appeals.
- Requires that a project is reviewed only against objective design standards, removing discretionary review unless it is associated with another entitlement such as Zone Change, General Plan Amendment, Planned Development, and/or Specific Plan.

SB 35 and SB 330 are applicable only to cities and counties that have not met some or all of their Regional Housing Needs Allocation (“RHNA”). Arcadia has not met its housing allocation and is therefore required to implement this process to be compliant with SB 35 and SB 330. Approximately 97% of all jurisdictions across California have not met some or all of their RHNA and are therefore subject to the provisions of SB 330 and SB 35.

In preparation for these changes, the City applied for funding through the Department of Housing and Community Development's ("HCD") Senate Bill 2 ("SB 2") Planning Grants program. The State set aside approximately \$123 million to provide funding and technical assistance to the cities and counties as they prepare, adopt, and implement programs that assist in the creation of new housing. The City was awarded \$155,400 to have a consultant assist with the creation of new Objective Design Standards for Multi-Family and Mixed-Use developments and update to the City's Density Bonus Ordinance. Along with this effort, the Text Amendment also includes minor changes to the existing ADU Ordinance. The City contracted with RRM Design Group in 2021 to assist with this effort. RRM Design Group previously assisted the City in updating all design guidelines in 2019.

## **DISCUSSION**

The proposed Text Amendment consists of the following changes: 1) New Objective Design Standards for Multi-Family and Mixed-Use Development to meet the requirement to streamlining housing projects under Senate Bills 35 and 330; 2) Update to the Density Bonus Ordinance to ensure compliance with recent changes to State law; and 3) Minor changes to the Accessory Dwelling Unit ("ADU") Ordinance.

### **1. New Objective Design Standards for Multi-Family and Mixed-Use Development**

The City has developed new Objective Design Standards to provide clear expectations of the types of design, massing, and issues the City would like to avoid, such as elongated, blank wall facades. The Objective Design Standards build off the existing design guidelines that were updated in 2019, and will also provide clear language for developments to follow. This will improve compatibility between new and existing housing because Objective Design Standards allow for more predictable development outcomes. Two different sets of design standards have been created for different types of housing (e.g., multi-family and mixed-use residences) – refer to Attachment No. 1, Exhibit "A".

The new Objective Design Standards will clearly communicate the City's expectations to Applicants, and if an eligible project complies with the standards (as well as all applicable zoning regulations), approval could be through a staff-level administrative process with no public hearing review if there are no entitlements associated with it such as a Subdivision, Zone Change, General Plan Amendment, Planned Development, and/or Specific Plan.

The new Objective Design Standards were also written to capture and regulate the most significant and impactful design features of multi-family residential buildings. For example, façade articulation is an important architectural design element which provides visual interest and reduces massing. The Objective Design Standards have provisions included to require façade articulation. Similarly, large cantilevers are typically not supported as they create top-heavy design. Therefore, an example to help mitigate this issue is to restrict all cantilevers to a maximum depth of four (4) feet.



Below are some examples of what changed from a design guideline to an Objective Design Standard:

<b>Design Guideline</b>	<b>Objective Design Standard</b>
Large expanses of flat building walls should be avoided by providing sufficient building articulation. Vertical and horizontal wall articulation, including architectural indentations and/or projections, should be consistent with the chosen architectural style and be integrated into the overall building design to provide opportunity for shade, shadow, and visual relief.	All exterior walls must have a minimum two-foot variation in depth at least every 40 feet of wall length to provide relief along the wall plane. In addition, all walls shall include at least two of the following features: windows, trellises, arcades, balconies, different exterior material, or awnings.
Parapets should not appear “tacked on” and should convey a sense of permanence. If the interior side of a parapet is visible from the pedestrian and/or motorist vantage point, it should be designed to be similar to the exposed façade.	a. Parapets shall be capped with precast treatment, continuous banding, or projecting cornices, dentils, or similar edge treatment. b. Parapet material shall match the immediately adjacent building façade.
Garage doors facing the street are highly discouraged.	Garage doors shall be oriented to face away from the primary street.
Rooftop equipment should be concealed from view and/or integrated within the architecture of the building.	Rooftop equipment that is not able to be concealed within the architecture of the building shall be screened from view behind a parapet wall or through the use of screens. Screens must have the same façade treatment as the structure.

To provide some flexibility, because not all projects can meet these standards depending on the architectural style or layout, the text amendment includes a new process to waive up to three (3) Objective Design Standards, subject to approval by the Planning & Community Development Administrator, or designee. The purpose of this waiver process is to ensure a project does not include any unwanted design features which are not appropriate for the neighborhood, and to allow for some nuance while working within the limitations created by only applying objective standards.

These new Objective Design Standards will be used to review applications for multi-family and mixed-use development that qualify for expedited processing under SB 35 and SB 330 only. For all other projects, the existing Design Guidelines and processes will remain in effect with no change.

## 2. Density Bonus Update

Density bonus is a state mandate originally enacted in 1979 to provide housing developers with tools to encourage the development of much needed affordable and senior housing. The Density Bonus Law is updated regularly, and the existing Density Bonus Ordinance has been updated to comply with all the legislative changes since the last comprehensive Code update in 2016. Some of these changes include increasing the term of the affordability requirement from 30 to 55 years, adding a chart that shows the state’s sliding scale of what bonus is allowed based upon the percentage of affordable units provided at each income level, adding a table that lists the number of incentives/concessions from the zoning rules that are allowed, and allowances for a reduction to parking and lower parking ratios if a project is located within ½ mile of a major transit stop.

A density bonus is determined by taking the maximum allowable density for the site and deed restricting a certain percentage of those units for affordable housing. In accordance with the State Density Bonus Law, a density bonus will be applied based on the percentage of affordable units provided. For example, a project that is proposed in a zone that allows 100 residential units and provides 17% of those as Low-Income units will receive a 30.5% density bonus and two (2) concessions. This means the project could have a total of 130 residential units, 17 of which will be restricted for low-income families.

Table 1 identifies the recent changes to the State Density Bonus Law. The table shows the percentage of affordable units required for a project to be granted a certain density bonus and a certain number of concessions/incentives. Table 2 identifies changes to parking requirements for density bonus projects. The new changes are shown in red and the strike-through language shows the language that is proposed to be deleted and what the requirements used to be in both of the tables below.

**Table 1**

<b>Summary of Increased Requirements for Density Bonus and Concessions/Incentives</b>			
<b>Household income category</b>	<b>Percentage of Affordable Units in Project</b>	<b>Density Bonus</b>	<b>Minimum Number of Concessions or Incentives</b>
Very Low Income	5%	20%	1
Very Low Income	10%	32.5%	2
Very Low Income	15%+	<del>35%</del> 50%	3
<b>Very Low Income</b>	<b>80 – 100%^</b>	<b>80%</b>	<b>4</b>
Low Income	10%	20%	1
Low Income	<del>20%+</del> 17%	30.5%	2
Low Income	20%	35%	2
Low Income	<del>30%</del> 24%+	<del>35%</del> 50%	3
<b>Low Income</b>	<b>80 – 100%^</b>	<b>80%</b>	<b>4</b>

Moderate Income*	10%	5%	1
Moderate Income*	20%	15%	2
Moderate Income*	30%	25%	3
Moderate Income*	40%	35%	3
Moderate Income*	44%+	50%	3
^ Up to 20% of units may be allocated for Moderate Income households			
*For-sale units only			

**Table 2**

<b>Maximum Off-street Parking Requirements</b>	
<b>Threshold</b>	<b>Maximum Parking Requirement</b>
0 – 1 bedroom	1
2 – 3 bedrooms	<del>2</del> 1.5
4 or more bedrooms	2.5
Rental projects with at least 11% very low-income OR 20% low income AND within 1/2 mile of a major transit stop	0.5 per bedroom unit
Rental projects 100% affordable to low-income households AND within 1/2 mile of major transit stop	<del>0.5</del> 0 per unit
Rental project for individuals 62+ AND with paratransit service OR bus routes within 1/2 mile of major transit stop	<del>0.5</del> 0 per unit
Rental project for special needs housing 100% affordable to low-income households AND with paratransit service OR within 1/2 mile of a bus route operating at least 8 times per day	0
Rental project for supportive housing 100% affordable to low-income households	0
Moderate-income for-sale project with at least 40% affordable units AND within 1/2 mile of major transit stop	0.5 per bedroom

Affordable housing is provided based on several income levels or categories. Income levels are established as a percentage of the Area Median Income (AMI) and are as follows:

- Very Low Income – 50% of AMI
- Low Income – 80% AMI
- Moderate Income – 120% AMI
- Above Moderate Income - > 120% AMI

For the year 2022, the Los Angeles County AMI is:

- \$63,750 for a one-person household.
- \$72,900 for a two-person household.
- \$82,000 for a three-person household.
- \$91,100 for a four-person household.

For all the changes to the Density Bonus Ordinance, refer to Attachment No. 1, Exhibit B.

### **3. Minor Changes to the Accessory Dwelling Units**

Over the past decade, the State has implemented multiple changes to the Government Code regarding the development of Accessory Dwelling Units (ADUs). The current ADU law includes several provisions that limit a local jurisdiction's ability to regulate many aspects of ADUs. The City has updated its Ordinance over time to reflect changes made to ADU regulations, while still retaining as much local control as possible. The most recent ADU Ordinance update was completed in 2020. In the subsequent two years, several provisions of the ADU Ordinance have been identified which require minor clean-up of language that was inadvertently excluded from the last update, and minor amendments to the process. These changes are not substantive in nature but aim to clarify text or remove unnecessary provisions.

The minor update will include the following changes to the ADU Ordinance:

- **Remove the covenant process for ADUs** – This process is no longer necessary since the Development Code and the law does not allow the property owner to convey the ADU to a separate owner. Previously, the covenant was the only mechanism to ensure that the unit would not be sold off separately, but the ADU law has since changed and the existing regulation in place prevents that from happening.
- **Impact fees for ADUs 750 square feet or greater** – The State has changed the law to now require impact fees for any new ADU that is 750 square feet or greater. It was previously 800 square feet.

### **FINDINGS**

Pursuant to Section 9108.03.060, an amendment to the Development Code may be approved only if all of the following findings are made:

- 1. The proposed Development Code amendment is consistent with the goals, policies, and objectives [of] the General Plan; and any applicable specific plan(s).**

**Facts to Support the Finding:** The proposed Text Amendment is consistent with the Housing Element Update that identifies goals, policies, and implementation programs addressing housing opportunities, the removal of governmental constraints, improving the condition of existing housing, and providing equal housing opportunities for all Arcadia residents. These goals, policies, and program actions are consistent with all other Elements of the General Plan in that they further the City’s overall goals to create a diverse, sustainable, and balanced community by implementing strategies and programs that contribute to economically and socially diverse housing opportunities that preserve and enhance Arcadia’s character.

**2. The proposed amendment is internally consistent with other applicable provisions of this Development Code.**

**Facts to Support the Finding:** The proposed Text Amendment would make the Development Code consistent with State law by halting certain local restrictions on housing development and expediting the permitting process for multi-family housing to address the State housing shortage. The proposed Objective Design Standards will not change the development standards for multi-family and mixed-use zones. The update to the Density Bonus Ordinance and minor changes to the Accessory Dwelling Units (ADU) Ordinance will bring both ordinances into compliance with recent changes in State law. The Housing Element Update identifies goals and policies addressing housing opportunities, removal of governmental constraints, improving the condition of existing housing and providing equal housing opportunities for all Arcadia residents through the Development Code. Therefore, the proposed Text Amendment is consistent with other applicable provisions of this Development Code.

**ENVIRONMENTAL ANALYSIS**

The proposed Arcadia Mixed-Use Objective Development Standards and Multi-family Objective Development Standards, Density Bonus Ordinance update, and minor changes to the ADU Ordinance are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that they would not have a significant effect on the environment and, thus, are not subject to CEQA review. See Attachment No. 4 for the Preliminary Environmental Assessment.

**PUBLIC COMMENTS/NOTICE**

Pursuant to Section 9108.13.020.B.2 of the Development Code, if the number of property owners to whom notice would be mailed is more than 1,000, a notice may be published in a general circulation news publication. Accordingly, a public hearing notice for Text Amendment No. TA 22-02 was published in the Arcadia Weekly on July 28, 2022, and August 4, 2022. As of August 11, 2022, no comments were received in response to the notices.

As part of the public outreach effort, the proposed changes were published on the City's website and made available to the public on June 9, 2022. The proposed changes were also advertised on social media, including Twitter and WeChat, and Architects/Designers who expressed interest in this effort were notified for their input. During the public review period, prior to the Planning Commission public hearing on July 26, 2022, staff received comments from two designers, mostly seeking clarification on process and also providing comments.

### **PLANNING COMMISSION HEARING**

The Planning Commission held a public hearing on this matter on July 26, 2022. There were no public comments. The Planning Commission discussed the proposed text amendments and found the objective design standards were detailed enough to ensure the City will continue to maintain the design integrity the City is known for and that the changes will bring the Development Code into compliance with State law - refer to Attachment No. 3 for the Draft Planning Commission Minutes. The Planning Commission voted unanimously to adopt Resolution No. 2101 recommending that the City Council approve the text amendments. See Attachment No. 2 for Resolution No. 2101.

### **FISCAL IMPACT**

Impact fees will be charged for new development in accordance with existing City requirements, but because this project does not directly result in specific development, the financial impacts to the City, if any, are unknown at this time.

### **RECOMMENDATION**

It is recommended that the City Council Introduce Ordinance No. 2390 related to Text Amendment No. 22-02 amending various sections of Article IX, Chapter 1 of the Arcadia Development Code incorporating new Objective Design Standards for Multi-Family and Mixed-Use Development, updates to the Density Bonus Ordinance, and minor changes to the Accessory Dwelling Unit Ordinance with a Categorical Exemption from the California Environmental Quality Act.

Approved:



Dominic Lazzaretto  
City Manager

Ordinance No. 2390 – TA 22-02

August 16, 2022

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- Attachment No. 1: Ordinance No. 2390
  - Exhibit “A” – Multi-family and Mixed-Use Objective Design Standards
  - Exhibit “B” –Density Bonus Ordinance
  - Exhibit “C” – Accessory Dwelling Unit Ordinance
- Attachment No. 2: Planning Commission Resolution No. 2101
- Attachment No. 3: Draft Planning Commission Minutes, dated July 26, 2022
- Attachment No. 4: Preliminary Exemption Assessment

# Attachment No. 1

Ordinance No. 2390



ORDINANCE NO. 2390

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA RELATED TO TEXT AMENDMENT NO. TA 22-02 AMENDING VARIOUS SECTIONS OF ARTICLE IX, CHAPTER 1 OF THE ARCADIA DEVELOPMENT CODE INCORPORATING NEW OBJECTIVE DESIGN STANDARDS FOR MULTI-FAMILY AND MIXED-USE DEVELOPMENT, UPDATES TO THE DENSITY BONUS ORDINANCE, AND MINOR CHANGES TO THE ACCESSORY DWELLING UNIT ORDINANCE WITH A CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”)

WHEREAS, the City of Arcadia, California (“City”) is a charter city and municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in 2019, the California Legislature approved, and the Governor signed into law Senate Bill 330 (“SB 330”), which became effective on January 1, 2020, that requires local governments to ministerially approve certain housing developments through a streamlined process by removing all discretionary reviews, including design review, and requiring these projects only be subject to objective design and development standards. The bill established a statewide housing emergency that will be effect until January 1, 2030; and

WHEREAS, the State also refined the Density Bonus Law with new legislations that went into effect January 1, 2022, that provide additional flexibility to developers in meeting requirements for a density bonus; and

WHEREAS, the City is proposing Text Amendment No. TA 22-02 to implement new Objective Design Standards for Multi-Family and Mixed-Use development to ministerially approve certain housing developments through a streamlined process by removing all discretionary reviews, including design review, and requiring these projects only be subject to objective design and development standards, as shown in Exhibit “A”

of this Ordinance, update the Density Bonus Ordinance to comply with the State's recent changes, as shown in Exhibit "B" of this Ordinance, and to make minor changes to the ADU Ordinance, as shown in Exhibit "C" of this Ordinance; and

WHEREAS, on June 23, 2022, Planning Services completed an environmental assessment of the proposed Text Amendment and recommended that the Planning Commission forward a recommendation to the City Council that the Text Amendment is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) where it can be seen with certainty that there is no possibility that the Text Amendment may have a significant effect on the environment, and the Text Amendment is not subject to CEQA; and

WHEREAS, on July 26, 2022, a duly noticed public hearing was held before the Planning Commission on Text Amendment No. TA 22-02, at which time the public was given full opportunity to be heard and present evidence; and

WHEREAS, after considering the evidence presented, the Planning Commission adopted Resolution No. 2101 with a 5-0 vote recommending that the City Council approve Text Amendment No. TA 22-02; and

WHEREAS, on August 16, 2022, the City Council held a duly noticed public hearing concerning the Text Amendment, at which time all interested persons were given full opportunity to be heard and to present evidence.

NOW, THEREFORE, the City Council of the City of Arcadia does ordain as follows:

**Section 1.** The recitals above are each incorporated by reference and adopted as findings by the City Council.

**Section 2.** The City Council finds, based upon the entire record:

1. The proposed Development Code amendment is consistent with the goals, policies, and objectives of the General Plan; and any applicable specific plan(s).

FACT: The proposed Text Amendment is consistent with the Housing Element Update that identifies goals, policies, and implementation programs addressing housing opportunities, the removal of governmental constraints, improving the condition of existing housing and providing equal housing opportunities for all Arcadia residents. These goals, policies, and program actions are consistent with all other Elements of the General Plan in that they further the City's overall goals to create a diverse, sustainable, and balanced community by implementing strategies and programs that contribute to economically and socially diverse housing opportunities that preserve and enhance Arcadia's character.

2. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

FACT: The proposed Text Amendment would make the Development Code consistent with State law by halting certain local restrictions on housing development and expediting the permitting process for multi-family housing to address the State housing shortage. The proposed Objective Design Standards will not change the development standards for multi-family and mixed-use zones. The update to the Density Bonus Ordinance and minor changes to the Accessory Dwelling Units (ADU) Ordinance will bring both Ordinances into compliance with recent changes in State law. The Housing Element Update identifies goals and policies addressing housing opportunities, removal of governmental constraints, improving the condition of existing housing and providing equal housing opportunities for all Arcadia residents through the Development Code. Therefore,

the proposed Text Amendment is consistent with other applicable provisions of this Development Code.

**Section 3.** The City Council has determined that Text Amendment No. TA 22-02 is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that the Text Amendment would not have a significant effect on the environment and, thus, is not subject to CEQA review.

**Section 4.** For the foregoing reasons, the City Council adopts this Ordinance. Staff is authorized to correct typographical errors, spelling, formatting or codification and to make other minor revisions to improve the reader’s comprehension of the changes from these text amendments attached hereto under Exhibits A-C of this Ordinance, provided that any revisions do not alter the regulatory meaning and intent.

**Section 5.** The City Council hereby directs staff to prepare, execute, and file with the Los Angeles County Clerk a Notice of Exemption within five (5) working days of the adoption of this Ordinance.

**Section 6.** The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of the same to be published in the official newspaper of said City within fifteen (15) days after its adoption. This Ordinance shall take effect thirty-one (31) days after its adoption.

**Section 7.** The Custodian of Records for this Ordinance is Linda Rodriguez, Assistant City Clerk and the records comprising the administrative record for this Ordinance are located at Arcadia City Hall, 240 W. Huntington Drive, Arcadia CA.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted by the City Council this \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Stephen P. Deitsch  
City Attorney

**EXHIBIT A**

**Multi-family and Mixed-Use Objective Design Standards**

(Follows this page)

**Section 9102.01.150 – Multifamily Objective Development Standards**

- A. **Purpose.** The purpose of these design standards is to provide the public, building and design professionals, and decision-makers with objective criteria for eligible residential development in the City. The intent is to provide clear design direction that enhances an area’s unique character and sense of place, respects existing neighborhood compatibility and privacy, and ensures a high-quality living environment.
- B. **Background.** Since 2017, the Governor has signed into law multiple housing bills, including Senate Bill 35 and Senate Bill 330 which provide for streamlined, ministerial approval processes for eligible multifamily residential development (two or more residential units), subject to certain conditions which may include affordability requirements, and where consistent with objective zoning and design standards.
- C. **Applicability.** The provisions of this chapter apply to all newly constructed residential projects, in all zones, that qualify for streamlined, ministerial processing per the Housing Accountability Act (HAA), and which meet the definition of “housing development projects” under California Government Code §69988.5(h)(2). These include multifamily housing with two or more units, and mixed-use projects with up to two-thirds of the project. Eligible residential projects shall comply with all objective development standards, City policies, thresholds of significance, zoning regulations, and design standards as established in the General Plan and the Arcadia Development Code.
  - 1. **Modification.** Residential projects seeking a modification(s) to any development standards set forth in the Arcadia Development Code shall not be eligible for streamlined, ministerial processing per SB 35.
  - 2. **Waiver on Objective Development Standards** Up to three (3) objective development standards from all of the individual sub-items under each category may be waived for any eligible mixed-use residential project without the requirement for an additional application. The applicant must provide an explanation as to why the development standard is not applicable or cannot be achieved. The waiver is subject to review and approval by the Director or designee. These decisions are not appealable.
  - 3. **Conflicting Standards.** Projects must meet objective development standards in this Division, in addition to all pertinent sections of the Arcadia Development Code and the California Building Code (CBC). If there is any conflict between these objective standards and existing City and/or State requirements, the more restrictive objective standard applicable to the project shall apply.
  - 4. **Severability.** In the event that a development standard is found to be unenforceable, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Division, and all other development standards will remain enforceable.
- D. **Objective Development Standards Site and Building Design.**
  - 1. **Site Design.** Site planning refers to the arrangement of - and relationships between - buildings, parking areas, common and private open space, landscaping, and pedestrian connections. The site planning topics in this chapter include site layout and building placement, vehicular surface parking and access, pedestrian circulation and access, landscaping, and common and private open space.
    - a. Existing mature trees should be preserved and incorporated into development proposals.
    - b. Decks and balconies should be recessed and/or incorporated into the massing of the home, rather than protruding out of the home, to enhance privacy.
  - 2. **Building Form, Massing, and Articulation.** Building form, massing and façade articulation facilitates the distinction of individual units, or groups of units, through varied heights, projections, setbacks, and recesses. Materials and colors emphasize changes and hierarchy in building form.



- a. **Massing** Where applicable, the third floor of the building must be set back a minimum of three feet from the first or first and second floor footprint.
  - b. **Wall Plane Variation.** All exterior walls must have a minimum two-foot variation in depth at least every 40 feet of wall length to provide relief along the wall plane. In addition, all walls shall include at least two of the following features: windows, trellises, arcades, balconies, different exterior material, or awnings.
  - c. **Cantilevers.** The upper floors shall not overhang or cantilever more than four feet over any of the lower floors.
  - d. **Four-sided Architecture.** Buildings shall be designed and articulated with details, articulation, different materials and/or colors, and different elements on all sides. The street-facing façade(s) shall feature additional elements or materials. Entirely blank walls are not allowed along any façade.
3. **Roofs.**
- a. Roofs shall consist of a single style and slope throughout the project. On a building with a pitched roof, no portion of the main roof shall be flat.
4. **Parapets.**
- a. Parapets shall be capped with precast treatment, continuous banding, or projecting cornices, dentils, or similar edge treatment.
  - b. Parapet material should match the building façade.
5. **Building and Unit Entries.**
- a. **Street-Facing Entry.** Buildings located adjacent to the street shall have a ground-level primary building entry facing the primary street. The development shall also have front-facing units that faces the site's primary public street.
  - b. **Non-Street-Facing Entry.** Buildings not located adjacent to a street shall have unit front entryways oriented to face internal common open space areas such as landscaped courtyards, plazas, or paseos.
  - c. **Corner Buildings.** An entry to a residential unit must be located within 25 feet of the corner of the building.
  - d. Every building shall contain at least one pedestrian entry that does not require access through a parking garage.
  - e. Corinthian columns are not permitted.
  - f. **Definition of Entries.** Both primary building and individual unit entries shall incorporate the following to clearly define the entrance:
    - i. Entry shall match the first floor plate height. Entry designs greater than one-story are not allowed.
    - ii. Entries should provide a sheltered area in front of the primary door. Flat roof porches are not allowed.
6. **Windows.** Window materials, color, and style shall be the same on all elevations.
- a. Windows shall be recessed at least two inches from the face of the exterior wall.
  - b. When utilized, functional and decorative shutters shall be at least one-half the width of the window (for paired shutters), or a matching width (for a single shutter).
  - c. Architectural window detailing, such as sills, trim, and/or awnings should be provided.
7. **Materials and Colors.**

- a. **Colors and Materials.** No more than three exterior paint colors and three façade materials shall be used. Glossy and/or reflective colors and materials are prohibited.
  - b. **Restriction on Materials Where Visible from Public Right-of-Way.** Bare concrete masonry unit blocks and slumpstone are prohibited on any area of the development visible from a public right-of-way.
  - c. **Material Transitions.** Changes or transitions in façade treatment, such as veneers or textured materials, shall wrap around the corners of the building and extend at least 6 feet beyond the corners, or terminate at the nearest window or door.
  - d. **Architectural Consistency.** Affordable units and market rate units within the same development shall be constructed of the same materials and details such that the units are not distinguishable from one another.
- E. **Vehicular Parking and Access.** Vehicular parking and access shall comply with the provisions of Section 9103.07, Off-Street Parking and Loading, of the Arcadia Development Code.
1. **Enhanced Paving for Entry Driveways.** The first 15 feet of the primary vehicular driveway, starting from the property line, shall use colored, stamped, or textured concrete, pavers, or permeable paving treatments such as grass-crete. The enhanced paving shall be applied throughout the driveway to break up the appearance of the concrete.
  2. **Projects with Controlled Entrances.** Projects with controlled entrances, including vehicular access gates to parking areas, shall accommodate at minimum the length of one vehicle (20 feet) entering the site without queuing into the street or public sidewalk.
- F. **Pedestrian Circulation and Access.**
1. **Pedestrian Walkways.** Pedestrian walkways shall be provided according to the following standards:
    - a. **Walkway Width.** Pedestrian walkways shall be provided with a minimum width of four feet.
    - b. **Materials.** Pedestrian walkways shall be constructed of firm, stable and slip-resistant materials such as poured-in-place concrete (including stamped and textured concrete), concrete pavers, or permeable pavers.
  2. **Walkways Adjacent to Driveways.** Clear, safe pedestrian access should be provided from parking areas to building entrances within pedestrian walkways. When all unit entries face a driveway, pedestrian walkways shall be located parallel to the driveway to minimize the need for pedestrians to cross drive aisles.
- G. **Common Public and Private Open Space.** Common and private open spaces shall be provided as required by the underlying zone in Division 2, Zones, Allowable Uses, and Development Standards, of the Arcadia Development Code.
1. **Common Open Space.** Projects providing common open space shall satisfy the requirements below with passive or active recreation amenities as defined below. An applicant may provide common open space through an amenity not on this list if it is readily accessible by all residents for recreation and social purposes.
    - a. **Passive Recreation Amenities.** Picnic/barbeque area, open courtyard, dog park/dog run, rooftop deck, fire pit area, or other outdoor gathering spaces.
    - b. **Active Recreation Amenities.** Athletic gyms or courts (e.g. basketball, tennis, bocce ball), swimming pool or spa, playground.
    - c. **Common Open Space Requirements.** Common open space shall be located and arranged to allow visibility into the space from pedestrian walkways on the interior of the site.
  2. **Private Open Space.** When roof decks are proposed, landscape planters such as planter boxes,

potted plants, and/or boxed trees, shall be located along the edges of the roof deck to provide a screening buffer.

- H. **Landscaping.** Landscaping shall be utilized for all outdoor areas that are not specifically used for parking, driveways, walkways, patios, or open space. Landscape planters must be provided throughout the development.
1. **Plant Selection.** Projects shall utilize native California and drought-tolerant plants selected from the City's Residential Landscaping Guide.
- I. **Parking Area Design.**
1. Semi-subterranean parking structures are not allowed. A parking structure shall be considered to be semi-subterranean if the structure is partially underground.
  2. **Materials and Colors.** Where applicable, a parking structure shall utilize the same colors and materials as the primary residential buildings.
  3. **Orientation.** Parking areas shall be located behind or within the building or buildings so that it is not visible from the primary street frontage.
  4. **Garage Doors.** Garage doors shall be oriented to face away from the primary street.
  5. **Access.** Where applicable, alleys should be utilized to provide access to parking and service areas.
- J. **Fences and Walls.** Site walls shall be constructed to match the primary building colors and materials. Fences and walls shall be constructed of materials such as wood, vinyl, wrought iron, brick, and stone. Chain link is prohibited. Refer to the Arcadia Development Code for additional regulations associated with fences and walls.
1. Both sides of all perimeter walls and fences should be architecturally treated. Walls shall be finished with a trim cap.
  2. Where fences and walls of different materials or finishes intersect, a natural transition or break (such as a column or pilaster) shall be provided.
- K. **Lighting.** Outdoor light fixtures, including pole lights, wall-mounted lights and bollards shall be fully shielded and downward-facing in order to minimize glare and light trespass within and beyond the project site.
- L. **Vents and Exhaust.** All wall-mounted utility elements shall be located to ensure they are concealed from public view. All flashing, sheet metal vents, exhaust fans/ventilators, and meter boxes shall be painted to match the building wall material and/or color.
- M. **Rooftop Equipment.** Rooftop equipment that is not able to be concealed within the architecture of the building shall be screened from view behind a parapet wall or through the use of screens. Screens must have the same façade treatment as the structure.

## Section 9102.01.160 – Mixed-Use Objective Development Standards

- A. **Purpose.** The purpose of these design standards is to provide the public, building and design professionals, and decision-makers with objective development standards for mixed-use development in the City. The intent is to provide clear design direction that enhances an area's unique character and sense of place, respects existing neighborhood compatibility and privacy, and ensures a high-quality living environment.
- B. **Background.** In 2017, the Governor signed into law multiple housing bills, including Senate Bill 35 and SB 330 which provide for streamlined, ministerial approval processes for eligible multifamily and mixed-use residential development, subject to certain conditions which may include affordability requirements, and consistent with objective zoning and design standards.
- C. **Applicability.** The provisions of this chapter apply to all newly constructed residential projects, in all zones, that qualify for streamlined, ministerial processing per the Housing Accountability Act (HAA), and which meet the definition of "housing development projects" under California Government Code §69988.5(h)(2). These include mixed-use projects with up to two-thirds of the project dedicated to residential square footage. Eligible residential projects shall comply with all objective development standards, City policies, thresholds of significance, zoning regulations, and design standards.
1. **Modification.** Residential projects seeking a modification(s) to any development standards set forth in the Arcadia Development Code shall not be eligible for streamlined, ministerial processing per SB 35.
  2. **Waiver on Objective Development Standards.** Up to three (3) objective development standards from all of the individual sub-items under each category may be waived for any eligible mixed-use residential project without the requirement for an additional application. The applicant must provide an explanation as to why the development standard is not applicable or cannot be achieved. The waiver is subject to review and approval by the Director or designee. These decisions are not appealable.
  3. **Conflicting Standards.** Projects must meet objective standards in this Division, in addition to all pertinent sections of the Arcadia Development Code and the California Building Code (CBC). If there is any conflict between these objective standards and existing City and/or State requirements, the more restrictive objective standard applicable to the project shall apply.
  4. **Severability.** In the event that a development standard is found to be unenforceable, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Division, and all other development standards will remain enforceable.
- D. **Site and Building Design.**
1. **Site Design.**
    - a. Existing mature trees shall be preserved and incorporated into development proposals.
    - b. Decks and balconies shall be recessed and/or incorporated into the massing of the building, rather than protruding out of the building, to enhance privacy.
    - c. Where applicable, active commercial uses, including retail, restaurant, and personal services shall be located on the ground floor fronting the sidewalk.

- d. Where applicable, private amenities, such as plazas and open space shall be located in the interior of the site or otherwise away from the street.
2. **Building Form, Massing, and Articulation.** Building form, massing and façade articulation facilitates the distinction of individual units, or groups of units, through varied heights, projections, setbacks, and recesses. Materials and colors emphasize changes and hierarchy in building form.
    - a. **Massing.** For projects over two stories in height, portions of the upper stories shall be recessed at least two feet from the front façade to reduce the overall massing of the building at the pedestrian level.
    - b. **Wall Plane Variation.** All exterior walls must have a minimum two-foot variation in depth at least every 40 feet of wall length to provide relief along the wall plane. In addition, all walls must include at least two of the following features: windows, trellises, arcades, balconies, different exterior material, or awnings.
    - c. **Four-sided Architecture.** Buildings shall be designed and articulated with details, articulation, materials, and elements on all sides. The street-facing façade(s) shall feature additional elements or materials. Entirely blank walls are not allowed along any façade.
  3. **Setbacks Facing Primary Street.** Setbacks facing the primary street shall be landscaped and/or be publicly accessible except where used for outdoor dining (subject to a separate permit). These setbacks shall contain at least two public amenities per 50 linear feet such as benches, shade structures, public art pieces, planters, or other design element.
  4. **Ground Floor Character.**
    - a. **Ground Floor Transparency.** Exterior walls facing a public street must include windows and doors for at least 50 percent of the building wall area. Parking garages are not required to meet this requirement.
    - b. **Weather Protection.** Awnings or similar weather protection elements may be fixed or retractable.
  5. **Corner Buildings.** Corner buildings greater than 30 feet in height shall include at least one of the following features:
    - a. A building entrance should be located within 40 linear feet of the corner of the building.
    - b. A different material application and window arrangement from the rest of the building façade for the corner of the building.
    - c. At the building corner, there must be a break in the building wall or it must be stepped back to break-up the straight plane.
  6. **Building and Unit Entries.**
    - a. **Street-Facing Entry.** Mixed-use buildings located within 20 feet of the primary street right-of-way shall provide a ground-level primary building entry directly from the public sidewalk. Primary building entries shall provide one or more of the following:
      1. Entry flanked by columns, decorative fixtures, or other similar elements.
      2. Entry recessed within a large arch or cased decorative opening.
      3. Entry emphasized by a change in roofline of at least 12 inches, a tower, or a break in the wall façade.
      4. Entry covered by a large portico projecting at least 6 feet from the wall façade.
      5. Entry covered by an awning.

- 6. Entry accessed from a common open space area such as a landscaped courtyard, plaza, or paseo.
    - b. Entry designs greater than one story are not allowed.
    - c. Every building shall contain at least one primary building entrance that does not require access through a parking garage.
    - d. Corinthian columns are prohibited.
  - 7. **Roofs.** Roofs must consist of a single style and slope throughout the project.
  - 8. **Parapets.**
    - a. Parapets shall be capped with precast treatment, continuous banding, or projecting cornices, dentils, or similar edge treatment.
    - b. Parapet material shall match the immediately adjacent building façade.
  - 9. **Windows.** Window materials, color, and style shall be the same on all elevations.
    - a. Windows shall be recessed at least two inches from the face of the exterior wall.
    - b. When utilized, functional and decorative shutters shall be at least one-half the width of the window (for paired shutters), or a matching width (for a single shutter).
    - c. Architectural window detailing, such as sills, trim, and/or awnings shall be provided.
    - d. A single window style and material shall be used throughout the development to provide a coordinated appearance.
  - 10. **Materials and Colors.**
    - a. **Colors and Materials.** No more than three exterior paint colors and three façade materials shall be used. Glossy and/or reflective colors and materials are prohibited.
    - b. **Restriction on Materials Where Visible from Public Right-of-Way.** Bare concrete masonry unit blocks and slumpstone are prohibited on any area of the development visible from a public right-of-way.
    - c. **Material Transitions.** Changes or transitions in façade treatment, such as veneers or textured materials, shall wrap around the corners of the building and extend at least 6 feet beyond the corners, or terminate at the nearest window or door.
    - d. **Architectural Consistency.** Affordable units and market rate units within the same development shall be constructed of the same materials and details such that the units are not distinguishable from one another.
- E. **Vehicular Parking and Access.** Vehicular parking and access shall comply with the provisions of Chapter 17.38, Parking and Loading, of the Arcadia Development Code.
- 1. **Enhanced Paving for Entry Driveways.** The first 15 feet of the primary vehicular driveway, starting from the property line, shall use colored, stamped, or textured concrete, pavers, or permeable paving treatments such as grass-crete. The enhanced paving shall be applied throughout the driveway to break up the appearance of the concrete.
  - 2. **Projects with Controlled Entrances.** Projects with controlled entrances, including vehicular access gates to parking areas, shall accommodate at minimum the length of one vehicle (20 feet) entering the site without queuing into the street or public sidewalk.
  - 3. **Parking Structure Location.** Parking structures and garages shall not be located adjacent to the primary street frontage. See Section 9102.01.150.J, Parking Structure Design.
- F. **Pedestrian Circulation and Access.**
- 1. **Pedestrian Walkways.** Pedestrian walkways shall be provided according to the following standards:

- a. **Walkway Width.** Pedestrian walkways shall be provided with a minimum width of four feet.
  - b. **Materials.** Pedestrian walkways shall be constructed of firm, stable and slip-resistant materials such as poured-in-place concrete (including stamped and textured concrete), concrete pavers, or permeable pavers.
  2. **Walkways Adjacent to Driveways.** Clear, safe pedestrian access shall be provided from parking areas to building entrances within pedestrian walkways. When all unit entries face a driveway, pedestrian walkways shall be located parallel to the driveway to minimize the need for pedestrians to cross drive aisles.
  3. **Through-Lot Connections.** Through lots located more than 300 feet from an intersecting street or pedestrian walkway shall provide a publicly accessible sidewalk or pedestrian walkway connecting the two streets.
- G. **Common and Private Open Space.** Common and private open spaces shall be provided as required by the underlying zone in Division 2, Zones, Allowable Uses, and Development Standards, of the Arcadia Development Code.
1. **Common Open Space.** Projects providing common open space shall satisfy the requirements below with passive or active recreation amenities as defined below. An applicant may provide common open space through an amenity not on this list if it is readily accessible by all residents for recreation and social purposes.
    - a. **Passive Recreation Amenities.** Picnic/barbeque area, open courtyard, dog park/dog run, rooftop deck, fire pit area, or other outdoor gathering spaces.
    - b. **Active Recreation Amenities.** Athletic gyms or courts (e.g. basketball, tennis, bocce ball), swimming pool or spa, playground.
    - c. **Common Open Space Requirements.** Common open space shall be located and arranged to allow visibility into the space from pedestrian walkways on the interior of the site.
  2. **Private Open Space.** When roof decks are proposed, landscape planters such as planter boxes, potted plants, and/or boxed trees, shall be located along the edges of the roof deck to provide a screening buffer.
  3. **Mixed Use Developments.** Where a project includes both residential and commercial uses, the open space provided for residents must be secured and accessible only from the residential area of the project. Publicly accessible open space such as plazas and courtyards does not count as open space for the residential uses.
- H. **Landscaping.** Landscaping shall be utilized for all outdoor areas that are not specifically used for parking, driveways, walkways, patios, or open space. Projects shall utilize native California and drought-tolerant plants selected from the City's Residential Landscaping Guide.
- I. **Parking Structure Design.**
1. Semi-subterranean parking structures are not allowed. A parking structure shall be considered semi-subterranean if the parking garage/structure is partially underground.
  2. **Materials and Colors.** The parking structure shall utilize the same colors and materials as the residential building of residential portion of the building.
  3. **Orientation.** Parking structure and garage entries shall face away from the primary street where possible. Where a parking garage is proposed, it shall be wrapped with residential units

along street frontages to allow for continuation of the street scene. No garage shall face the primary street, unless it is the only point of access or a secondary access is necessary.

4. **Parking separation.** For mixed-use projects, parking for residents shall be separated from commercial and guest parking. This may be achieved through the implementation of a gate within a parking structure.
  5. **Access.** Where applicable, alleys shall be utilized to provide access to parking and service areas.
- J. **Fences and Walls.** Site walls shall be constructed to match the primary building colors and materials. Fences and walls shall be constructed of materials such as wood, vinyl, wrought iron, brick, and stone. Chain link is prohibited. Refer to the Arcadia Development Code for additional regulations associated with fences and walls.
1. Both sides of all perimeter walls and fences shall be architecturally treated. Walls shall be finished with a trim cap. Walls shall be finished and designed to complement the surrounding development.
  2. Where fences and walls of different materials or finishes intersect, a natural transition or break (such as a column or pilaster) shall be provided.
- K. **Lighting.** Outdoor light fixtures, including pole lights, wall-mounted lights and bollards shall be fully shielded and downward-facing in order to minimize glare and light trespass within and beyond the project site.
- L. **Vents and Exhaust.** All wall-mounted utility elements shall be located to ensure they are concealed from public view. All flashings, sheet metal vents, exhaust fans/ventilators, and meter boxes shall be painted to match the building wall material and/or color.
- M. **Rooftop Equipment.** Rooftop equipment that is not able to be concealed within the architecture of the building shall be screened from view behind a parapet wall or through the use of screens. Screens must have the same façade treatment as the structure.



**EXHIBIT B**

**Density Bonus Ordinance Update**

(Follows this page)

## Section 9103.15 – Density Bonuses for Affordable and Senior Housing

### Subsections:

- 9103.15.010 Purpose and Applicability
- 9103.15.020 Density Bonus
- 9103.15.030 Incentives and Concessions
- 9103.15.0640 Findings
- 9103.15.0450 Application Requirements
- 9103.15.0560 Location and Type of Designated Uses

### 9103.15.010 Purpose and Applicability

This Section is intended to implement the housing element of the general plan and the requirements of Government Code Sections 65915 through 65918, offering incentives for the development of affordable housing for low-income, moderate-income, and senior citizen households, as well as housing developments for foster youth, disabled veterans, homeless persons, and college students. Where regulations are not specifically addressed in this Section or where conflicts exist between these provisions and the provisions of Government Code Sections 65915 through 65918, the provisions of the Government Code, as they may be amended over time, shall apply.

### 9103.15.020 Density Bonus

Density bonus refers to a density increase over the otherwise maximum allowable residential density established by this Development Code and in the Land Use and Community Design Element of the General Plan as of the date of application by the developer, and is in accordance with the affordability levels proposed in the project, consistent with density bonus law provisions contained in Government Code Sections 65915-65918.

In order to be eligible for a density bonus and other incentives as provided by this Section, a proposed housing development shall comply with the eligibility requirements specified in Government Code Sections 65915 through 65918. A density bonus and applicable incentives or concessions shall be granted if an applicant for a housing development seeks and agrees to construct a development that contains low-income, very low-income, moderate-income, and/or senior housing units, and it is consistent with one of the following as the required percentages of which are outlined set forth in Government Code Section 65915(b)(1):

- At least 5% of the for-sale or rental housing units are restricted to very low-income residents.
- At least 10% of the for-sale or rental housing units are restricted to lower income residents.
- At least 10% of the housing units in a for-sale development are restricted to moderate income residents.
- At least 33% of the housing units in a proposed condominium project (from an apartment conversion) are restricted to low or moderate income residents, or at least 15% of the housing units are restricted to lower income residents.
- 100% of the housing units (other than manager's units) are restricted to very low, lower and moderate-income residents (with a maximum of 20% moderate).
- At least 10% of the housing units are for transitional foster youth, disabled veterans or homeless persons, with rents restricted at the very low-income level.
- At least 20% of the housing units are for low-income students in housing dedicated for full-time students at accredited colleges. "Low-income students" is defined in Government Code Section 65915(o)(3).

- The project donates at least one acre of land to the city or county for very low-income units, and the land has the appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing.
- The project is a senior citizen housing development of at least 35 units (no affordable units required).
- The project is a mobile home park age-restricted to senior citizens (no affordable units required).

**Replacement Housing.** Developers obtaining a density bonus are required to replace existing units which are occupied by very low- or lower-income households, at the time of the density bonus application. Developers are also required to replace existing units which were occupied by very low- or lower-income households that have been demolished or vacated within a five-year period preceding the density bonus application. The housing development must also meet the applicable affordable housing standards, including the replacement units.

**9103.050.030 Incentives and Concessions**

- A. Determination of Density Bonus.** The amount of a density bonus and the extent of other incentives allowed for a proposed housing development shall be determined by the Council in compliance with Government Code Section 65915. ~~An additional density bonus incentive shall be granted if an applicant proposes to construct a housing development that conforms with Government Code Section 65915(b)(1) and that includes a child care facility located on the premises of, as part of, or adjacent to the project.~~ If a density bonus and/or other incentives cannot be accommodated on a site due to strict compliance with the provisions of this Development Code, the Council may modify or waive other development standards as necessary to accommodate all bonus units and other incentives to which the development is entitled.
- B. Calculating Density Bonus.** The calculation of a density bonus in compliance with this subsection that results in fractional units shall be rounded up to the next whole number, as required by State law. For the purposes of calculating a bonus, the residential units do not have to be based upon individual subdivision maps or lots. ~~A minimum density bonus of 20% and up to 80% above the maximum density will be calculated as follows:~~

<u>Affordable Unit Percentage</u>	<u>Very Low Income Density Bonus</u>	<u>Low Income Density Bonus</u>	<u>Moderate Income Density Bonus</u>	<u>Land Donation Density Bonus</u>	<u>Senior Housing*</u>	<u>Foster Youth/ Disabled Veterans/ Homeless</u>	<u>College Students</u>
5%	20%	-	-	-	20%	-	-
6%	22.5%	-	-	-	20%	-	-
7%	25%	-	-	-	20%	-	-
8%	27.5%	-	-	-	20%	-	-
9%	30%	-	-	-	20%	-	-
10%	32.5%	20%	5%	15%	20%	20%	-
11%	35%	21.5%	6%	16%	20%	20%	-
12%	38.75%	23%	7%	17%	20%	20%	-
13%	42.5%	24.5%	8%	18%	20%	20%	-
14%	46.25%	26%	9%	19%	20%	20%	-
15%	50%	27.5%	10%	20%	20%	20%	-
16%	50%	29%	11%	21%	20%	20%	-

17%	50%	30.5%	12%	22%	20%	20%	-
18%	50%	32%	13%	23%	20%	20%	-
19%	50%	33.5%	14%	24%	20%	20%	-
20%	50%	35%	15%	25%	20%	20%	35%
21%	50%	38.75%	16%	26%	20%	20%	35%
22%	50%	42.5%	17%	27%	20%	20%	35%
23%	50%	46.25%	18%	28%	20%	20%	35%
24%	50%	50%	19%	29%	20%	20%	35%
25%	50%	50%	20%	30%	20%	20%	35%
26%	50%	50%	21%	31%	20%	20%	35%
27%	50%	50%	22%	32%	20%	20%	35%
28%	50%	50%	23%	33%	20%	20%	35%
29%	50%	50%	24%	34%	20%	20%	35%
30%	50%	50%	25%	35%	20%	20%	35%
31%	50%	50%	26%	35%	20%	20%	35%
32%	50%	50%	27%	35%	20%	20%	35%
33%	50%	50%	28%	35%	20%	20%	35%
34%	50%	50%	29%	35%	20%	20%	35%
35%	50%	50%	30%	35%	20%	20%	35%
36%	50%	50%	31%	35%	20%	20%	35%
37%	50%	50%	32%	35%	20%	20%	35%
38%	50%	50%	33%	35%	20%	20%	35%
39%	50%	50%	34%	35%	20%	20%	35%
40%	50%	50%	35%	35%	20%	20%	35%
41%	50%	50%	38.75%	35%	20%	20%	35%
42%	50%	50%	42.5%	35%	20%	20%	35%
43%	50%	50%	46.25%	35%	20%	20%	35%
44%	50%	50%	50%	35%	20%	20%	35%
100%**	80%	80%	80%	35%	20%	20%	35%

\* No affordable units are required for senior units.

\*\* Applies when 100% of the total units (other than manager's units) are restricted to very low, lower and moderate income (maximum 20% moderate).

**C. Density Bonus for Childcare**

Housing development that provide a child care facility on the premises of, as part of, or adjacent to the project and conforms with Government Code Section 65915(b)(1) are eligible for a separate density bonus equal to the size of the childcare facility. The childcare facility must remain in operation for at least the length of the affordability covenants. A percentage of the childcare spaces shall be made available to low and moderate income families.

**D. Density for Condomium Conversion**

A condominium conversion is eligible for density bonus of up to 25% over the number of apartment units, where the additional dwellings are within the existing structure or structures, or other incentives of equivalent financial value, if the condominium conversion project provides at least 33% for the total units to low or moderate income households or 15% of the units to lower income households.

**G. E. Other Incentives**

1. **Applicant-specified Concessions or Incentives.** An applicant may submit to the City a request for specific incentives or concessions or incentives in compliance with this Section.
2. **Required Available Concessions or Incentives or Concessions.** A qualifying project shall be entitled to one or more "incentives" or "concessions", two, or three, of the following incentives, depending on their proposed levels of affordability, as allowed by Government Code Section 65915, in addition to the density bonus allowed as follows:

Number of incentives or concessions	Very Low Income percentage	Low Income percentage	Moderate Income percentage
1	5%	10%	10%
2	10%	17%	20%
3	15%	24%	30%
4	100% Low/Very Low/Mod (20% Moderate allowed)	100% Low/Very Low/Mod (20% Moderate allowed)	100% Low/Very Low/Mod (20% Moderate allowed)

3. **Types of Available Concessions or Incentives.** A qualifying project may request available incentives or concessions in addition to the density bonus from the following categories:
  - a. A reduction in the site development standards of this Development Code (e.g., site coverage, off-street parking requirements, reduced lot dimensions, and/or setback requirements); or
  - b. Approval of mixed-use zoning not otherwise allowed by this Development Code in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development and the nonresidential land uses are compatible with the housing development and the existing or planned development in the area where the project will be located; and/or
  - e. b. Other regulatory incentives or concessions proposed by the developer or the City that will result in identifiable and actual cost reductions.

**3.4. Additional Concessions or Incentives.** The Council shall have the discretion to approve additional concessions or incentives to a qualifying project based on the superior merits of that particular project, as determined by the Council. If a development standard would physically prevent the project from being constructed at the permitted density even with approved concessions and incentives, a developer may propose to have that standard waived or reduced. A proposal for the waiver or reduction of development standards shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled to per Section 2 above, unless the concession is to the development standards.

**4.5. Required Findings to Reject Concession or Incentive.** The Council shall grant the concession or incentive requested by the applicant unless the Council makes a written finding, based upon substantial evidence, of any of the following:

- a. The concession or incentive is not required in order to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5, or for rents for the targeted units to be set in compliance with Government Code Section 65915(c); **or**
- b. The concession or incentive would have a specific adverse impact, as defined by Government Code Section 65589.5(d)(2), upon public health and safety, ~~or the physical environment~~, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households; **or**
- c. **The concession or incentive would be contrary to state or federal law.**

**D. F. Effect of Incentive or Concession.** The granting of a concession or incentive shall not be interpreted, in and of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

**G. Maximum Parking Requirements.** Affordable housing projects benefit from parking standards that require fewer parking spaces than typical market-rate housing projects. Upon the developer's request, the City shall not require a vehicular parking ratio, inclusive of accessible and guest parking, that exceed the following ratios:

- 1. Studio to one-bedroom: 1 parking space per unit.
- 2. Two to three bedrooms: 1.5 parking spaces per unit.
- 3. Four or more bedrooms: 2.5 parking spaces per unit.

If total parking calculations result in a number other than a whole number, then parking calculations shall be rounded up to the nearest whole number. Requesting these parking standards does not count as an incentive or concession. An applicant may request additional parking incentives beyond those included in this section. Onsite spaces may be provided through tandem or uncovered parking, but not on-street parking.

**1. Other Parking Requirements.** Lower parking ratios apply to specified projects (although the City may require higher parking ratios if supported by a specified parking study):

<b>Project Type</b>	<b>Parking Spaces Required</b>
Rental/for sale projects with at least 11% very low income or 20% lower income units within ½ mile of an accessible major transit stop	0.5 spaces per unit
For sale projects with at least 40% moderate income units within ½ mile of an accessible major transit stop	0.5 spaces per bedroom
Rental projects 100% affordable to lower income within ½ mile of an accessible major transit stop	0 spaces per unit
Rental senior projects 100% affordable to lower income households, either with paratransit service or within ½ mile of an accessible bus route (operating at least 8 times per day)	0 spaces per unit

Rental special needs projects 100% affordable to lower income households, either with paratransit service or within ½ mile of an accessible bus route (operating at least 8 times per day)	0 spaces per unit
Rental supportive housing developments 100% affordable to lower income households	0 spaces per unit

**H. Housing Restrictions**

1. **Rental Units** – Affordable rental units must be restricted by an agreement which sets maximum incomes and rents for that unit. The income and rent restrictions must remain in place for a 55 year term for very low or lower income units.
2. **For Sale Units** – Affordable units for sale must be sold at an affordable housing cost to a person or family of very low, low or moderate income, as required, and is subject to an equity sharing agreement pursuant to Government Code Section 65915(c)(2).

**9103.15.0640 Findings**

In addition to the findings required for the approval of Site Plan and Design Review and any discretionary permit required for the project, the approval of a density bonus shall require that the Planning Commission first make all of the following additional findings as makes a recommendation to the City Council. The City Council will make all of the following findings and will decide all Density Bonus applications.

- A. The project will be consistent with the General Plan, except as provided by this Section with regard to maximum density, density bonuses, and other incentives and concessions;
- B. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities;
- C. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this Section;
- D. In the event that the City does not grant at least one financial concession or incentive as defined in Government Code Section 65915 in addition to the density bonus, that additional concessions or incentives are not necessary to ensure affordable housing costs as defined in Health and Safety Code Section 50052.5, or for rents for the targeted units to be set as specified in Government Code Section 65915(c); and
- E. There are sufficient provisions to guarantee that the units will remain affordable for the required time period.

**9103.15.0450 Application Requirements**

- A. **Site Plan and Design Review.** An application for Site Plan and Design Review pursuant to Section 9107.19 (Site Plan and Design Review) of this Code shall be required for any density bonus request.
- B. **Continued Availability.** The application for the density bonus project shall include the procedures proposed by the developer to maintain the continued affordability of the designated lower-income units as follows. These provisions shall apply to both rental and for-sale ownership units.
  1. **Development Projects with Public Funding.** A project that receives a direct financial contribution or other financial incentives from a public source (including the City, the Department of Housing and Urban Development, or State tax credit program), or a density bonus and at least one other concession or incentive in compliance with this Section, shall maintain the availability of the designated lower-income units for a minimum of 55 years, as required by Government Code Sections 65915(c) and 65946.

2. **Private Development Projects—Density Bonus Only.** Privately financed projects that receive a density bonus as the only incentive from the City shall maintain the availability of the designated lower-income rental units for a minimum of 30 55 years. Privately financed projects that receive a density bonus from the City and include for-sale units shall maintain the availability of any lower-income or moderate-income units for a minimum of 45 years.

**9103.15.0560 Location and Type of Designated Uses**

- A. **Location/Dispersal of Units.** The designated units shall be reasonably dispersed throughout the project to the maximum extent feasible, shall contain on average the same number of bedrooms as the non-designated units in the project, and shall be compatible with the design or use of remaining units in terms of appearance, materials, and finished quality.
- B. **Phasing.** If a project is to be phased, the density bonus units shall be phased in the same proportion as the non-density bonus units, or phased in another sequence acceptable to the City.



**EXHIBIT C**

**Accessory Dwelling Unit Ordinance Minor Changes**

(Follows this page)

**9102.01.080 Accessory Dwelling Units**  
**Amended by Ord. No. 2347**  
**Amended by Ord. 2369 & 2370**  
**Amended by Ord. No. 2375**

Accessory dwelling units and junior accessory dwelling units, as defined in Division 9 (Definition) of this Development Code, are allowed in the R-0, R-1, and R-M, R-2, and R-3, **CBD, MU, and DMU** zones, developed with at least one dwelling. Accessory dwelling units are subject to all development standards for the underlying zoning of the property, as set forth in Table 2-2 (Development Standards for Single-Family Residential Zones) or in Table 2-6 (Development Standards for Multiple-Family Residential Zones) unless otherwise specified in **this Section** ~~Subsection 9102.01.080.B~~.

**A. Development Standards**

1. **General.** Except as identified in this Subsection, accessory dwelling units shall comply with all the development standards (setbacks, lot coverage, height, etc.). All accessory dwelling units shall be clearly subordinate in location and size to the primary structure and consistent in exterior appearance with the primary structure through the use of similar/matching exterior paint colors, material types, and architectural styles. Accessory dwelling units shall have a defined and independent exterior access. An accessory dwelling unit is allowed on a site only when a primary ~~residence~~ **dwelling** exists.
2. **Location:** An accessory dwelling unit is permitted on any residentially zoned property if a single-family dwelling **or multifamily dwelling** exists on the lot or will be constructed in conjunction with the accessory dwelling unit. An accessory dwelling unit may be either attached to the existing dwelling unit, or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling. A junior accessory dwelling unit (JADU) may only be located within an existing or proposed single-family structure.

One of the following is allowed:

1. One Attached ADU (may not be allowed with detached ADU or JADU); or
  2. One Detached ADU or a JADU by itself; or
  3. One Detached ADU with one JADU
3. **Maximum Floor Area and Lot Coverage.** No accessory dwelling unit may cause the total Floor Area Ratio (FAR) of the lot to exceed 45%, ~~No accessory dwelling unit may~~ **or cause the lot coverage of the lot to exceed 50%. If either requirement would preclude development of an accessory dwelling unit up to 800 square feet in size, the requirement does not apply.**
  4. ~~**Minimum Open Space.** No ADU to this Section may cause the total percentage of open space of the lot to fall below 50 percent.~~

**5.4. Maximum Size**

- a. **Accessory Dwelling Unit.** The maximum size of a detached or attached accessory dwelling unit is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms. No more than two bedrooms are allowed.
- b. **Junior Accessory Dwelling Unit.** The maximum size within an existing or proposed single-family dwelling is 500 square feet.
- c. An attached accessory dwelling unit that is created on a lot within an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling, **unless this would restrict the maximum size of the accessory dwelling unit to be smaller than 800 square feet.**
- d. Application of other development standards, such as FAR or lot coverage, might further limit the size of the accessory dwelling unit, but no application of FAR, lot coverage, or open space requirements may require the accessory dwelling unit to be less than 800 square feet.

## 6. 5. Maximum Height and Story

- a. A single-story attached or detached accessory dwelling unit may not exceed 16 feet in height, measured to the top of the roof ridge.
- b. A second story or two-story attached accessory dwelling unit may not exceed the height of the primary residence dwelling.
- c. A detached accessory dwelling unit may not exceed one story.

~~7. 6. Required Setbacks.~~ A ~~D~~ detached and attached accessory dwelling units shall meet the minimum side and rear yard setbacks of at least four (4) feet. An attached accessory dwelling unit shall meet the same front setback as required for the primary residence.

~~Note: Per Government Code Section 65852.2 (a)(1)(d)(vii), the required side and rear yard setback for an attached ADU shall be 4 feet, and not the same setback as the primary house.~~

~~8. 7. Required Parking.~~ An accessory dwelling unit shall be provided with a minimum of one on-site parking space (covered or uncovered). The uncovered parking space shall be located on a paved surface, and may be provided in the setback areas or as tandem parking. For required parking space dimensions, please refer to Division 3.

When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, the required parking spaces shall be replaced as specified in Table 3-3. If code compliant replacement parking cannot be provided, the replacement parking spaces may be located in any configuration on the same lot as the accessory dwelling unit, including but not limited to, covered spaces, uncovered spaces, or tandem spaces or by the use of mechanical automobile parking lifts within an enclosed garage (Note: This section was previously in Division 3):

- ~~a. The property is an R-M zoned property, a hillside property, located within a designated fire zone, or a non-conforming lot, or if the Director determines that such parking arrangements are not feasible based upon specific safety conditions, or that such arrangements are not permitted anywhere in the City.~~

~~9.8. Fire Sprinklers.~~ An accessory dwelling unit is required to have sprinklers if the primary residence dwelling is also required to have fire sprinklers.

**B. Permit Procedures for Accessory Dwelling Units and Junior Accessory Dwelling Units.** If the accessory dwelling unit does qualify for a Building Permit Only, the procedures specified in Subsection 9102.01.080.B.2, shall be followed.

1. **Building Permit Only.** An accessory dwelling unit or junior accessory dwelling unit is only subject to a building permit when it is proposed on a residential or mixed use zone and meets one of the following scenarios:
  - A. **Converted Accessory Dwelling Unit in Single-Family Zones:** Only one accessory dwelling unit or junior accessory dwelling unit on a lot with a proposed or existing single family dwelling on it, where the accessory dwelling or junior accessory dwelling unit:
    1. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
    2. Has exterior access that is independent of that for the single-family dwelling.
    3. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
    4. The converted ADU shall not exceed 50% of the livable area of the primary residence. A converted

JADU shall not exceed 50% of the livable area of the primary residence nor the maximum permitted size for a junior accessory dwelling unit.

- B. **Detached Accessory Dwelling Unit:** One detached, new construction of an accessory dwelling unit on a lot with a proposed or existing single-family dwelling (in addition to any junior accessory dwelling unit that might otherwise be established on the lot under Subsection A), if the detached accessory dwelling unit satisfies the following limitations:
  - 1. The side and rear yard setbacks are at least four (4) feet.
  - 2. The total floor area is 800 square feet or less.
  - 3. The structure does not exceed 16 feet in height and one-story.
- C. **Converted Accessory Dwelling Unit in Multifamily Zones:** 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, communal rooms, or garages, may be converted into an accessory dwelling unit if it complies with the state building standards for dwellings. **Up to 25 percent of the existing multifamily dwelling units on a lot may have a converted accessory dwelling unit, and at least one (1) converted accessory dwelling unit is allowed within an existing multifamily dwelling structure.** ~~Only one (1) converted accessory dwelling unit is allowed within an existing multifamily dwelling, and up to 25 percent of the existing multifamily dwelling units on the lot may each have a converted accessory dwelling unit.~~
- D. **Detached Accessory Dwelling Unit in Multifamily Zones:** No more than two detached accessory dwelling units may be located on a lot that has an existing multifamily dwelling. Each detached accessory dwelling unit must satisfy the following requirements:
  - 1. The side and rear yard setbacks are at least four (4) feet.
  - 2. The total floor area is 800 square feet or less, and shall not be larger in size than any existing multifamily unit.

## 2. **Accessory Dwelling Unit Permit**

Any construction that exceeds the requirements listed above listed in Subsection 1 above (Building Permits Only) shall require a Zoning Clearance for an Accessory Dwelling Unit pursuant to the provisions of Section 9107.27 (Zoning Clearance for Accessory Dwelling Units).

## 3. **Process and Timing**

- A. A Zoning Clearance for an Accessory Dwelling Unit **compliant with the standards of this Section** ~~permit~~ is considered and approved ministerially, without discretionary review or a hearing, unless the unit exceeds the code requirements (e.g. FAR) and is subject to an Administrative Modification.
- B. The City must act on an application within 60 days from the date the City receives a completed application, unless either:
  - 1. The Applicant requests for a delay, in which case the 60 day time period is tolled for the period of the requested delay, or
  - 2. A junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application until the City acts on the application for the new single-family dwelling, but the application to create the junior accessory dwelling unit is still considered ministerially without discretionary review or a

hearing.

- 4 ~~**Covenant Required.** An accessory dwelling unit is not intended for sale separate from the main dwelling unit and lot or to be used as a short term rental (terms less than 28-30 days). A covenant in a form approved by the City Attorney shall be recorded for each accessory dwelling unit specifying its size, location, and attributes, and requiring that the accessory dwelling unit shall not be sold independently of the main dwelling unit and lot and that no more than one lease agreement for terms of no less than 28-30 days may be entered into at any time.~~

~~*Note: Per Government Code Section 65852.2 (e)(4), the minimum rental lease term for an ADU shall be longer than 30 days, not the 28 days.*~~

C. **Impact Fees.**

1. Impact Fees. No impact fee is required for an accessory dwelling unit that is less than 800 **750** square feet in size, **except for school district impact fees, which may be required for accessory dwelling units greater than 500 square feet.**
2. Any impact fee that is required for an accessory dwelling unit that is 800 **750** square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling, **or the average square footage of the multifamily dwelling units within a multifamily dwelling structure** (e.g. the floor area of the primary dwelling, divided by the floor area of the accessory dwelling unit, times the typical fee amount charged for a new dwelling). Impact fees does not include any connection fee or capacity charge for water or sewer service.

D. **Utility Fees.**

1. Converted accessory dwelling units and junior accessory dwelling units on a single-family lot that were approved by a building permit only are not required to have a new or separate utility connection directly between the accessory dwelling unit or junior accessory dwelling unit and the utility, ~~nor~~ **nor** is a construction fee or capacity charge required unless the accessory dwelling unit is constructed with a new single-family home. All accessory dwelling units ~~and junior accessory dwelling units~~, **except as noted above**, require a new, separate utility connection directly between the accessory dwelling unit ~~or junior accessory dwelling unit~~ and the utility. **The Director or designee and the Building Official has the discretion to not require a separate connection for certain utilities depending on the circumstances.**

The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the accessory dwelling unit or junior accessory dwelling unit, based on either the floor area or the number of drainage-fixture (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system. The fee or charge may not exceed the reasonable cost of providing this service.

E. **Owner Occupancy.**

- a. All accessory dwelling units that were created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the accessory dwelling unit was created.
- b. An accessory dwelling unit that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.
- c. All accessory dwelling units that are created on or after January 1, 2025, are subject to an owner-occupancy requirement. A person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.

- d. All junior accessory dwelling units are subject to an owner-occupancy requirement. A person with legal or equitable title to the property must reside on the property, in either the primary dwelling or junior accessory dwelling unit, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

**F. Nonconforming Accessory Dwelling Units and Discretionary Approval**

Any proposed accessory dwelling unit or junior accessory dwelling unit that does not conform to the objective design standards and/or exceeds the maximum size of 800 square feet for an accessory dwelling unit on a lot that already exceeds the maximum floor area, may be considered by the City with an Administrative Modification process in Section 9107.05.

**G. Objective Design Standards for Accessory Dwelling Units**

**Architectural**

1. ~~The materials and colors of the exterior walls, roof, eaves, and windows and doors must match the appearance and architectural design of those of the primary dwelling.~~ **The ADU must match the architectural style of the primary dwelling and provide matching architectural elements, such as: exterior colors, materials, surface treatments, windows, trims, and exterior doors.**
2. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
3. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
4. The ADU must have an independent exterior entrance, apart from that of the primary dwelling. The ADU entrance must be located on the side or rear building façade, not facing a public-right-of-way.
5. For new detached ADUs, there must be indentations and/or projections provided that are at least 8-inches in depth on at least two of the exterior walls to break-up flat wall planes. The interior wall height shall be at least seven feet tall.
6. All windows that are located 9-feet in height above the finished floor must be clerestory windows (no dormers), and must be frosted or obscure glass.
7. A new detached ADU may not be located closer to the front property line than the primary ~~residence~~ **dwelling**.
8. ~~On a new detached ADU, exposed gutters and downspouts are not allowed.~~
- 9.8. The architectural treatment of an ADU to be constructed on a lot that has an identified historical resource listed on the federal, state, or local register of historic places must comply with all applicable ministerial requirements imposed by the Secretary of the Interior.

**Landscape**

- 10 9. Landscaping around a detached ADU must be drought-tolerant or low water-using plants that utilize a variety of drought tolerant resistant grasses, turf substitutes, or ground covers that maintain a living, continuous planting area, and provide screening between the ADU and adjacent parcels. Desert landscape or rock garden designs are not allowed.

- 11 ~~10~~. All landscaping utilized must be taken from the city's approved planting materials listed in the City's Single-Family Design Guidelines.

#### Other

12. ~~11~~. The ADU and primary dwelling must use the same driveway to access the street, unless otherwise required for fire-apparatus access, as determined by the Fire Department.
- ~~13~~ Each parking space shall be at least 10 feet in width and 20 feet in length. When a parking space is adjacent to a solid wall or structure, the parking space shall be 11' 6" in width and 20 feet in length.
- ~~14~~ Each parking space that is provided in an enclosed garage in a single-family zoned property shall be at least ten feet wide and twenty feet long and have at least seven and a half feet vertical clearance. On multifamily and mixed-use zoned properties, the parking space shall be 9 feet in width and 19 feet in length.
- 15 ~~12~~. On corner lots, a separate walkway from the primary residence may be allowed to the detached ADU entrance and it must connect to the nearest public sidewalk or right-of-way.
- 16 ~~13~~. ADUs must have clear addressing visible from the street. Addresses must be at least 4 inches high and shall be shown on the curb next to the primary address number.

# Attachment No. 2

Planning Commission Resolution No. 2101



RESOLUTION NO. 2101

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARCADIA, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE TEXT AMENDMENT NO. 22-02 (ORDINANCE NO. 2390) AMENDING VARIOUS SECTIONS OF THE ARCADIA DEVELOPMENT CODE RELATED TO NEW OBJECTIVE DESIGN STANDARDS FOR MULTI-FAMILY AND MIXED-USE DEVELOPMENT, UPDATES TO THE DENSITY BONUS ORDINANCE, AND MINOR CHANGES TO THE ACCESSORY DWELLING UNIT ORDINANCE WITH A CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on January 1, 2018, Senate Bill 35 went into effect and establishes a new process and ministerial approval for certain residential projects that include affordable housing, and requires the City adopt and implement Objective Design Standards for multi-family and mixed-use development; and

WHEREAS, on January 1, 2020, Senate Bill 330 went into effect and establishes a new process for streamlining certain residential projects, and requires that the City adopt and implement Objective Design Standards for multi-family and mixed-use development; and

WHEREAS, on January 1, 2020, AB 1763 went into effect and on January 1, 2021, AB 2345 went into effect, updating the State Density Bonus law to increase density bonus allowances and incentives and concessions for eligible projects, and reducing required vehicle parking spaces; and

WHEREAS, on July 1, 2020, the City of Arcadia was granted a SB 2 Planning Grant from the Department of Housing and Community Development to undertake a Text Amendment to adopt new Objective Design Standards and update the City's Density Bonus Ordinance; and

WHEREAS, the City is proposing Text Amendment No. TA 22-02 (Ordinance No. 2390) to implement new Objective Design Standards for Multi-Family and Mixed-Use development, to update the Density Bonus Ordinance, and to make minor changes to the ADU Ordinance; and

WHEREAS, on June 14, 2022, Planning Services completed an environmental review of the proposed Text Amendment and determined that the project is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines, where it can be seen with certainty that the Text Amendment would not have a significant effect on the environment and, thus, is not subject to CEQA review; and

WHEREAS, on July 14, 2022, the City published notice of the Planning Commission public hearing on the Text Amendment in a newspaper of general circulation, the Arcadia Weekly; and

WHEREAS, on July 26, 2022, a duly noticed public hearing was held before the Planning Commission on the Text Amendment, at which time the public was given full opportunity to be heard and to present evidence.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF ARCADIA, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Planning Commission hereby finds that the factual data set forth in the Recitals of this Resolution and by the Development Services Department in the staff report dated June 28, 2022, are true and correct.

Section 2. The Planning Commission hereby finds that, pursuant to Section 9108.03.060 of the Development Code, the following findings can be made:

1. The proposed Development Code amendment is consistent with the goals, policies, and objectives of the General Plan.

FACT: The proposed Text Amendment is consistent with the Housing Element Update that identifies goals, policies, and implementation programs addressing housing opportunities, the removal of governmental constraints, improving the condition of existing housing and providing equal housing opportunities for all Arcadia residents. These goals, policies, and program actions are consistent with all other Elements of the General Plan in that they further the City's overall goals to create a diverse, sustainable, and balanced community by implementing strategies and programs that contribute to economically and socially diverse housing opportunities that preserve and enhance Arcadia's character.

2. The proposed amendment is internally consistent with other applicable provisions of this Development Code.

FACT: The proposed Text Amendment would make the Development Code consistent with State law by pausing certain local restrictions on housing development and expediting the permitting process for multi-family housing to address the State housing shortage. The proposed Objective Design Standards will not change the development standards for multi-family and mixed-use zones. The update to the Density Bonus Ordinance and minor changes to the Accessory Dwelling Units (ADU) Ordinance will bring both ordinances in compliance with recent changes by State law. The Housing Element Update identifies goals and policies addressing housing opportunities, removal of governmental constraints, improving the condition of existing housing and providing equal housing opportunities for all Arcadia residents through the

Development Code. Therefore, the proposed Text Amendment is consistent with other applicable provisions of this Development Code.

Section 3. The Planning Commission determines that the proposed Text Amendment is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines, where it can be seen with certainty that the Text Amendment would not have a significant effect on the environment and, thus, is not subject to CEQA review.

Section 4. Based on the entire record before the Planning Commission, all written and oral evidence presented to the Planning Commission, and the findings made in the staff report and this Resolution, the Planning Commission hereby recommends that the City Council approve Text Amendment No. TA 22-02 (Ordinance No. 2390), as reflected in Exhibits “A”, “B”, and “C” to this Resolution.

Section 5: The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

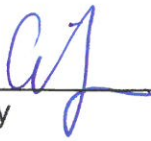
PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Arcadia this 26<sup>th</sup> day of July, 2022.




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Chairman, Planning Commission

ATTEST:

  
\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen P. Deitsch  
City Attorney

STATE OF CALIFORNIA        )  
COUNTY OF LOS ANGELES ) §:  
CITY OF ARCADIA            )

I, Lisa Flores, Secretary of the Planning Commission of the City of Arcadia, hereby certify that the foregoing Resolution No. 2101 was passed and adopted by the Planning Commission of the City of Arcadia, signed by the Chair and attested to by the Secretary at a regular meeting of said Planning Commission held on the 26<sup>th</sup> day of July, 2022, and that said Resolution was adopted by the following vote, to wit:

AYES:     Hui, Tallerico, Wilander, Vice Chair Tsoi, Chair Thompson

NOES:     None

ABSENT:   None

  
\_\_\_\_\_  
Lisa L. Flores  
Secretary of the Planning Commission

Exhibit "A"

Objective Design Standards for Multi-Family and Mixed-Use projects

**Section 9102.01.150 – Multifamily Objective Development Standards**

- A. **Purpose.** The purpose of these design standards is to provide the public, building and design professionals, and decision-makers with objective criteria for eligible residential development in the City. The intent is to provide clear design direction that enhances an area's unique character and sense of place, respects existing neighborhood compatibility and privacy, and ensures a high-quality living environment.
- B. **Background.** Since 2017, the Governor has signed into law multiple housing bills, including Senate Bill 35 and Senate Bill 330 which provide for streamlined, ministerial approval processes for eligible multifamily residential development (two or more residential units), subject to certain conditions which may include affordability requirements, and where consistent with objective zoning and design standards.
- C. **Applicability.** The provisions of this chapter apply to all newly constructed residential projects, in all zones, that qualify for streamlined, ministerial processing per the Housing Accountability Act (HAA), and which meet the definition of "housing development projects" under California Government Code §69988.5(h)(2). These include multifamily housing with two or more units, and mixed-use projects with up to two-thirds of the project. Eligible residential projects shall comply with all objective development standards, City policies, thresholds of significance, zoning regulations, and design standards as established in the General Plan and the Arcadia Development Code.
1. **Modification.** Residential projects seeking a modification(s) to any development standards set forth in the Arcadia Development Code shall not be eligible for streamlined, ministerial processing per SB 35.
  2. **Waiver on Objective Development Standards.** Up to three (3) objective development standards in this Section may be waived for any eligible multifamily residential project without the requirement for an additional application. The applicant must provide an explanation as to why the development standard is not applicable or cannot be achieved. The waiver is subject to review and approval by the Director or designee. **These decisions are not appealable.**
  3. **Conflicting Standards.** Projects must meet objective development standards in this Division, in addition to all pertinent sections of the Arcadia Development Code and the California Building Code (CBC). If there is any conflict between these objective standards and existing City and/or State requirements, the more restrictive objective standard applicable to the project shall apply.
  4. **Severability.** In the event that a development standard is found to be unenforceable, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Division, and all other development standards will remain enforceable.
- D. **Objective Development Standards Site and Building Design.**
1. **Site Design.** Site planning refers to the arrangement of - and relationships between - buildings, parking areas, common and private open space, landscaping, and pedestrian connections. The site planning topics in this chapter include site layout and building placement, vehicular surface parking and access, pedestrian circulation and access, landscaping, and common and private open space.
    - a. Existing mature trees should be preserved and incorporated into development proposals.
    - b. Decks and balconies should be recessed and/or incorporated into the massing of the home, rather than protruding out of the home, to enhance privacy.
  2. **Building Form, Massing, and Articulation.** Building form, massing and façade articulation facilitates the distinction of individual units, or groups of units, through varied heights, projections, setbacks, and recesses. Materials and colors emphasize changes and hierarchy in building form.
    - a. **Massing** Where applicable, the third floor of the building must be set back a minimum of three



feet from the first or first and second floor footprint.

- b. **Wall Plane Variation.** All exterior walls must have a minimum two-foot variation in depth at least every 40 feet of wall length to provide relief along the wall plane. In addition, all walls shall include at least two of the following features: windows, trellises, arcades, balconies, different exterior material, or awnings.
  - c. **Cantilevers.** The upper floors shall not overhang or cantilever more than four feet over any of the upper floors the rest of the bottom lower floors.
  - d. **Four-sided Architecture.** Buildings shall be designed and articulated with details, articulation, different materials and/or colors, and different elements on all sides. The street-facing façade(s) shall feature additional elements or materials. Entirely blank walls are not allowed along any façade.
3. **Roofs.**
- a. Roofs shall consist of a single style and slope throughout the project. On a building with a pitched roof, no portion of the main roof shall be flat.
4. **Parapets.**
- a. Parapets shall be capped with precast treatment, continuous banding, or projecting cornices, dentils, or similar edge treatment.
  - b. Parapet material should match the building façade.
5. **Building and Unit Entries.**
- a. **Street-Facing Entry.** Buildings located adjacent to the street shall have a ground-level primary building entry facing the primary street. The development shall also have front facing units that faces the site's primary public street.
  - b. **Non-Street-Facing Entry.** Buildings not located adjacent to a street shall have unit front entryways oriented to face internal common open space areas such as landscaped courtyards, plazas, or paseos.
  - c. **Corner Buildings.** An entry to a residential unit must be located within 25 feet of the corner of the building.
  - d. Every building shall contain at least one pedestrian entry that does not require access through a parking garage.
  - e. Corinthian columns are not permitted.
  - f. **Definition of Entries.** Both primary building and individual unit entries shall incorporate the following to clearly define the entrance:
    - i. Entry shall match the first floor plate height. Entry designs greater than one-story are not allowed.
    - ii. Entries should provide a sheltered area in front of the primary door. Flat roof porches are not allowed.
6. **Windows.** Window materials, color, and style shall be the same on all elevations.
- a. Windows shall be recessed at least two inches from the face of the exterior wall.
  - b. When utilized, functional and decorative shutters shall be at least one-half the width of the window (for paired shutters), or a matching width (for a single shutter).
  - c. Architectural window detailing, such as sills, trim, and/or awnings should be provided.
7. **Materials and Colors.**
- a. **Colors and Materials.** No more than three exterior paint colors and three façade materials shall

be used. Glossy and/or reflective colors and materials are prohibited.

- b. **Restriction on Materials Where Visible from Public Right-of-Way.** Bare concrete masonry unit blocks and slumpstone are prohibited on any area of the development visible from a public right-of-way.
- c. **Material Transitions.** Changes or transitions in façade treatment, such as veneers or textured materials, shall wrap around the corners of the building and extend at least 6 feet beyond the corners, or terminate at the nearest window or door.
- d. **Architectural Consistency.** Affordable units and market rate units within the same development shall be constructed of the same materials and details such that the units are not distinguishable from one another.

E. **Vehicular Parking and Access.** Vehicular parking and access shall comply with the provisions of Section 9103.07, Off-Street Parking and Loading, of the Arcadia Development Code.

1. **Enhanced Paving for Entry Driveways.** The first 15 feet of the primary vehicular driveway, starting from the property line, shall use colored, stamped, or textured concrete, pavers, or permeable paving treatments such as grass-crete. The enhanced paving shall be applied throughout the driveway to break up the appearance of the concrete.
2. **Projects with Controlled Entrances.** Projects with controlled entrances, including vehicular access gates to parking areas, shall accommodate at minimum the length of one vehicle (20 feet) entering the site without queuing into the street or public sidewalk.

F. **Pedestrian Circulation and Access.**

1. **Pedestrian Walkways.** Pedestrian walkways shall be provided according to the following standards:
  - a. **Walkway Width.** Pedestrian walkways shall be provided with a minimum width of four feet.
  - b. **Materials.** Pedestrian walkways shall be constructed of firm, stable and slip-resistant materials such as poured-in-place concrete (including stamped and textured concrete), concrete pavers, or permeable pavers.
2. **Walkways Adjacent to Driveways.** Clear, safe pedestrian access should be provided from parking areas to building entrances within pedestrian walkways. When all unit entries face a driveway, pedestrian walkways shall be located parallel to the driveway to minimize the need for pedestrians to cross drive aisles.

G. **Common Public and Private Open Space.** Common and private open spaces shall be provided as required by the underlying zone in Division 2, Zones, Allowable Uses, and Development Standards, of the Arcadia Development Code.

1. **Common Open Space.** Projects providing common open space shall satisfy the requirements below with passive or active recreation amenities as defined below. An applicant may provide common open space through an amenity not on this list if it is readily accessible by all residents for recreation and social purposes.
  - a. **Passive Recreation Amenities.** Picnic/barbeque area, open courtyard, dog park/dog run, rooftop deck, fire pit area, or other outdoor gathering spaces.
  - b. **Active Recreation Amenities.** Athletic gyms or courts (e.g. basketball, tennis, bocce ball), swimming pool or spa, playground.
  - c. **Common Open Space Requirements.** Common open space shall be located and arranged to allow visibility into the space from pedestrian walkways on the interior of the site.
2. **Private Open Space.** When roof decks are proposed, landscape planters such as planter boxes, potted plants, and/or boxed trees, shall be located along the edges of the roof deck to provide a

screening buffer.

- H. **Landscaping.** Landscaping shall be utilized for all outdoor areas that are not specifically used for parking, driveways, walkways, patios, or open space. Landscape planters must be provided throughout the development.
1. **Plant Selection.** Projects shall utilize native California and drought-tolerant plants selected from the City's Residential Landscaping Guide.
- I. **Parking Area Design.**
1. Semi-subterranean parking structures are not allowed. A parking structure shall be considered to be semi-subterranean if the structure is partially underground.
  2. **Materials and Colors.** Where applicable, a parking structure shall utilize the same colors and materials as the primary residential buildings.
  3. **Orientation.** Parking areas shall be located behind or within the building or buildings so that it is not visible from the primary street frontage.
  4. **Garage Doors.** Garage doors shall be oriented to face away from the primary street.
  5. **Access.** Where applicable, alleys should be utilized to provide access to parking and service areas.
- J. **Fences and Walls.** Site walls shall be constructed to match the primary building colors and materials. Fences and walls shall be constructed of materials such as wood, vinyl, wrought iron, brick, and stone. Chain link is prohibited. Refer to the Arcadia Development Code for additional regulations associated with fences and walls.
1. Both sides of all perimeter walls and fences should be architecturally treated. Walls shall be finished with a trim cap.
  2. Where fences and walls of different materials or finishes intersect, a natural transition or break (such as a column or pilaster) shall be provided.
- K. **Lighting.** Outdoor light fixtures, including pole lights, wall-mounted lights and bollards shall be fully shielded and downward-facing in order to minimize glare and light trespass within and beyond the project site.
- L. **Vents and Exhaust.** All wall-mounted utility elements shall be located to ensure they are concealed from public view. All flashing, sheet metal vents, exhaust fans/ventilators, and meter boxes shall be painted to match the building wall material and/or color.
- M. **Rooftop Equipment.** Rooftop equipment that is not able to be concealed within the architecture of the building shall be screened from view behind a parapet wall or through the use of screens. Screens must have the same façade treatment as the structure.

## Section 9102.01.160 – Mixed-Use Objective Development Standards

- A. **Purpose.** The purpose of these design standards is to provide the public, building and design professionals, and decision-makers with objective development standards for mixed-use development in the City. The intent is to provide clear design direction that enhances an area's unique character and sense of place, respects existing neighborhood compatibility and privacy, and ensures a high-quality living environment.
- B. **Background.** In 2017, the Governor signed into law multiple housing bills, including Senate Bill 35 and SB 330 which provide for streamlined, ministerial approval processes for eligible multifamily and mixed-use residential development, subject to certain conditions which may include affordability requirements, and consistent with objective zoning and design standards.
- C. **Applicability.** The provisions of this chapter apply to all newly constructed residential projects, in all zones, that qualify for streamlined, ministerial processing per the Housing Accountability Act (HAA), and which meet the definition of "housing development projects" under California Government Code §69988.5(h)(2). These include mixed-use projects with up to two-thirds of the project dedicated to residential square footage. Eligible residential projects shall comply with all objective development standards, City policies, thresholds of significance, zoning regulations, and design standards.
1. **Modification.** Residential projects seeking a modification(s) to any development standards set forth in the Arcadia Development Code shall not be eligible for streamlined, ministerial processing per SB 35.
  2. **Waiver on Objective Development Standards.** Up to three (3) objective development standards in this Section may be waived for any eligible multifamily mixed-use residential project without the requirement for an additional application. The applicant must provide an explanation as to why the development standard is not applicable or cannot be achieved. The waiver is subject to review and approval by the Director or designee. These decisions are not appealable.
  3. **Conflicting Standards.** Projects must meet objective standards in this Division, in addition to all pertinent sections of the Arcadia Development Code and the California Building Code (CBC). If there is any conflict between these objective standards and existing City and/or State requirements, the more restrictive objective standard applicable to the project shall apply.
  4. **Severability.** In the event that a development standard is found to be unenforceable, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Division, and all other development standards will remain enforceable.
- D. **Site and Building Design.**
1. **Site Design.**
    - a. Existing mature trees shall be preserved and incorporated into development proposals.
    - b. Decks and balconies shall be recessed and/or incorporated into the massing of the building, rather than protruding out of the building, to enhance privacy.
    - c. Where applicable, active commercial uses, including retail, restaurant, and personal services shall be located on the ground floor fronting the sidewalk.
    - d. Where applicable, private amenities, such as plazas and open space shall be located in the interior of the site or otherwise away from the street.

CITY OF ARCADIA  
MIXED-USE OBJECTIVE DESIGN STANDARDS  
APRIL 2022

2. **Building Form, Massing, and Articulation.** Building form, massing and façade articulation facilitates the distinction of individual units, or groups of units, through varied heights, projections, setbacks, and recesses. Materials and colors emphasize changes and hierarchy in building form.
  - a. **Massing.** For projects over two stories in height, portions of the upper stories shall be recessed at least two feet from the front façade to reduce the overall massing of the building at the pedestrian level.
  - b. **Wall Plane Variation.** All exterior walls must have a minimum two-foot variation in depth at least every 40 feet of wall length to provide relief along the wall plane. In addition, all walls must include at least two of the following features: windows, trellises, arcades, balconies, different exterior material, or awnings.
  - c. **Four-sided Architecture.** Buildings shall be designed and articulated with details, articulation, materials, and elements on all sides. The street-facing façade(s) shall feature additional elements or materials. Entirely blank walls are not allowed along any façade.
3. **Setbacks Facing Primary Street.** Setbacks facing the primary street shall be landscaped and/or be publicly accessible except where used for outdoor dining (subject to a separate permit). These setbacks shall contain at least two public amenities per 50 linear feet such as benches, shade structures, public art pieces, planters, or other design element.
4. **Ground Floor Character.**
  - a. **Ground Floor Transparency.** Exterior walls facing a public street must include windows and doors for at least 50 percent of the building wall area. Parking garages are not required to meet this requirement.
  - b. **Weather Protection.** Awnings or similar weather protection elements may be fixed or retractable.
5. **Corner Buildings.** Corner buildings greater than 30 feet in height shall include at least one of the following features:
  - a. A building entrance should be located within 40 linear feet of the corner of the building.
  - b. A different material application and window arrangement from the rest of the building façade for the corner of the building.
  - c. At the building corner, there must be a break in the building wall or it must be stepped back to break-up the straight plane.
6. **Building and Unit Entries.**
  - a. **Street-Facing Entry.** Mixed-use buildings located within 20 feet of the primary street right-of-way shall provide a ground-level primary building entry directly from the public sidewalk. Primary building entries shall provide one or more of the following:
    - i. Entry flanked by columns, decorative fixtures, or other similar elements.
    - ii. Entry recessed within a large arch or cased decorative opening.
    - iii. Entry emphasized by a change in roofline of at least 12 inches, a tower, or a break in the wall façade.
    - iv. Entry covered by a large portico projecting at least 6 feet from the wall façade.
    - v. Entry covered by an awning.

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- vi. Entry accessed from a common open space area such as a landscaped courtyard, plaza, or paseo.
    - b. Entry designs greater than one story are not allowed.
    - c. Every building shall contain at least one primary building entrance that does not require access through a parking garage.
    - d. Corinthian columns are prohibited.
  - 7. **Roofs.** Roofs must consist of a single style and slope throughout the project.
  - 8. **Parapets.**
    - a. Parapets shall be capped with precast treatment, continuous banding, or projecting cornices, dentils, or similar edge treatment.
    - b. Parapet material shall match the immediately adjacent building façade.
  - 9. **Windows.** Window materials, color, and style shall be the same on all elevations.
    - a. Windows shall be recessed at least two inches from the face of the exterior wall.
    - b. When utilized, functional and decorative shutters shall be at least one-half the width of the window (for paired shutters), or a matching width (for a single shutter).
    - c. Architectural window detailing, such as sills, trim, and/or awnings shall be provided.
    - d. A single window style and material shall be used throughout the development to provide a coordinated appearance.
  - 10. **Materials and Colors.**
    - a. **Colors and Materials.** No more than three exterior paint colors and three façade materials shall be used. Glossy and/or reflective colors and materials are prohibited.
    - b. **Restriction on Materials Where Visible from Public Right-of-Way.** Bare concrete masonry unit blocks and slumpstone are prohibited on any area of the development visible from a public right-of-way.
    - c. **Material Transitions.** Changes or transitions in façade treatment, such as veneers or textured materials, shall wrap around the corners of the building and extend at least 6 feet beyond the corners, or terminate at the nearest window or door.
    - d. **Architectural Consistency.** Affordable units and market rate units within the same development shall be constructed of the same materials and details such that the units are not distinguishable from one another.
- E. **Vehicular Parking and Access.** Vehicular parking and access shall comply with the provisions of Chapter 17.38, Parking and Loading, of the Arcadia Development Code.
  - 1. **Enhanced Paving for Entry Driveways.** The first 15 feet of the primary vehicular driveway, starting from the property line, shall use colored, stamped, or textured concrete, pavers, or permeable paving treatments such as grass-crete. The enhanced paving shall be applied throughout the driveway to break up the appearance of the concrete.
  - 2. **Projects with Controlled Entrances.** Projects with controlled entrances, including vehicular access gates to parking areas, shall accommodate at minimum the length of one vehicle (20 feet) entering the site without queuing into the street or public sidewalk.

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3. **Parking Structure Location.** Parking structures and garages shall not be located adjacent to the primary street frontage. See Section 9102.01.150.J, Parking Structure Design.

F. **Pedestrian Circulation and Access.**

1. **Pedestrian Walkways.** Pedestrian walkways shall be provided according to the following standards:
  - a. **Walkway Width.** Pedestrian walkways shall be provided with a minimum width of four feet.
  - b. **Materials.** Pedestrian walkways shall be constructed of firm, stable and slip-resistant materials such as poured-in-place concrete (including stamped and textured concrete), concrete pavers, or permeable pavers.
2. **Walkways Adjacent to Driveways.** Clear, safe pedestrian access shall be provided from parking areas to building entrances within pedestrian walkways. When all unit entries face a driveway, pedestrian walkways shall be located parallel to the driveway to minimize the need for pedestrians to cross drive aisles.
3. **Through-Lot Connections.** Through lots located more than 300 feet from an intersecting street or pedestrian walkway shall provide a publicly accessible sidewalk or pedestrian walkway connecting the two streets.

G. **Common and Private Open Space.** Common and private open spaces shall be provided as required by the underlying zone in Division 2, Zones, Allowable Uses, and Development Standards, of the Arcadia Development Code.

1. **Common Open Space.** Projects providing common open space shall satisfy the requirements below with passive or active recreation amenities as defined below. An applicant may provide common open space through an amenity not on this list if it is readily accessible by all residents for recreation and social purposes.
  - a. **Passive Recreation Amenities.** Picnic/barbeque area, open courtyard, dog park/dog run, rooftop deck, fire pit area, or other outdoor gathering spaces.
  - b. **Active Recreation Amenities.** Athletic gyms or courts (e.g. basketball, tennis, bocce ball), swimming pool or spa, playground.
  - c. **Common Open Space Requirements.** Common open space shall be located and arranged to allow visibility into the space from pedestrian walkways on the interior of the site.
2. **Private Open Space.** When roof decks are proposed, landscape planters such as planter boxes, potted plants, and/or boxed trees, shall be located along the edges of the roof deck to provide a screening buffer.
3. **Mixed Use Developments.** Where a project includes both residential and commercial uses, the open space provided for residents must be secured and accessible only from the residential area of the project. Publicly accessible open space such as plazas and courtyards does not count as open space for the residential uses.

H. **Landscaping.** Landscaping shall be utilized for all outdoor areas that are not specifically used for parking, driveways, walkways, patios, or open space. Projects shall utilize native California and drought-tolerant plants selected from the City's Residential Landscaping Guide.

I. **Parking Structure Design.**

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1. Semi-subterranean parking structures are not allowed. A parking structure shall be considered semi-subterranean if the parking garage/structure is partially underground.
  2. **Materials and Colors.** The parking structure shall utilize the same colors and materials as the residential building of residential portion of the building.
  3. **Orientation.** Parking structure and garage entries shall face away from the primary street where possible. Where a parking garage is proposed, it shall be wrapped with residential units along street frontages to allow for continuation of the street scene. No garage shall face the primary street, unless it is the only point of access or a secondary access is necessary.
  4. **Parking separation.** For mixed-use projects, parking for residents shall be separated from commercial and guest parking. This may be achieved through the implementation of a gate within a parking structure.
  5. **Access.** Where applicable, alleys shall be utilized to provide access to parking and service areas.
- J. **Fences and Walls.** Site walls shall be constructed to match the primary building colors and materials. Fences and walls shall be constructed of materials such as wood, vinyl, wrought iron, brick, and stone. Chain link is prohibited. Refer to the Arcadia Development Code for additional regulations associated with fences and walls.
1. Both sides of all perimeter walls and fences shall be architecturally treated. Walls shall be finished with a trim cap. Walls shall be finished and designed to complement the surrounding development.
  2. Where fences and walls of different materials or finishes intersect, a natural transition or break (such as a column or pilaster) shall be provided.
- K. **Lighting.** Outdoor light fixtures, including pole lights, wall-mounted lights and bollards shall be fully shielded and downward-facing in order to minimize glare and light trespass within and beyond the project site.
- L. **Vents and Exhaust.** All wall-mounted utility elements shall be located to ensure they are concealed from public view. All flashings, sheet metal vents, exhaust fans/ventilators, and meter boxes shall be painted to match the building wall material and/or color.
- M. **Rooftop Equipment.** Rooftop equipment that is not able to be concealed within the architecture of the building shall be screened from view behind a parapet wall or through the use of screens. Screens must have the same façade treatment as the structure.



Exhibit "B"

Density Bonus Ordinance Update

## Section 9103.15 – Density Bonuses for Affordable and Senior Housing

### Subsections:

- 9103.15.010 Purpose and Applicability
- 9103.15.020 Density Bonus
- 9103.15.030 Incentives and Concessions
- 9103.15.040 Findings
- 9103.15.050 Application Requirements
- 9103.15.060 Location and Type of Designated Uses

### 9103.15.010 Purpose and Applicability

This Section is intended to implement the housing element of the general plan and the requirements of Government Code Sections 65915 through 65918, offering incentives for the development of affordable housing for low-income, moderate-income, and senior citizen households, as well as housing developments for foster youth, disabled veterans, homeless persons, and college students. Where regulations are not specifically addressed in this Section or where conflicts exist between these provisions and the provisions of Government Code Sections 65915 through 65918, the provisions of the Government Code, as they may be amended over time, shall apply.

### 9103.15.020 Density Bonus

Density bonus refers to a density increase over the otherwise maximum allowable residential density established by this Development Code and in the Land Use and Community Design Element of the General Plan as of the date of application by the developer, and is in accordance with the affordability levels proposed in the project, consistent with density bonus law provisions contained in Government Code Sections 65915-65918.

In order to be eligible for a density bonus and other incentives as provided by this Section, a proposed housing development shall comply with the eligibility requirements specified in Government Code Sections 65915 through 65918. A density bonus and applicable incentives or concessions shall be granted if an applicant for a housing development seeks and agrees to construct a development that contains low-income, very low-income, moderate-income, and/or senior housing units, and it is consistent with one of the following as the required percentages of which are outlined set forth in Government Code Section 65915(b)(1):

- At least 5% of the for-sale or rental housing units are restricted to very low-income residents.
- At least 10% of the for-sale or rental housing units are restricted to lower income residents.
- At least 10% of the housing units in a for-sale common-interest development are restricted to moderate income residents.
- At least 33% of the housing units in a proposed condominium project (from an apartment conversion) are restricted to low or moderate income residents, or at least 15% of the housing units are restricted to lower income residents.
- 100% of the housing units (other than manager's units) are restricted to very low, lower and moderate-income residents (with a maximum of 20% moderate).
- At least 10% of the housing units are for transitional foster youth, disabled veterans or homeless persons, with rents restricted at the very low-income level.
- At least 20% of the housing units are for low-income students in housing dedicated for full-time students at accredited colleges. "Low-income students" is defined in Government Code Section 65915(o)(3).
- The project donates at least one acre of land to the city or county for very low-income units, and the land has the appropriate general plan designation, zoning, permits and approvals, and access to public facilities needed for such housing.

- The project is a senior citizen housing development of at least 35 units (no affordable units required).
- The project is a mobile home park age-restricted to senior citizens (no affordable units required).

**Replacement Housing.** Developers obtaining a density bonus are required to replace existing units which are occupied by very low- or lower-income households, at the time of the density bonus application. Developers are also required to replace existing units which were occupied by very low- or lower-income households that have been demolished or vacated within a five-year period preceding the density bonus application. The housing development must also meet the applicable affordable housing standards, including the replacement units.

**9103.050.030 Incentives and Concessions**

**A. Determination of Density Bonus.** The amount of a density bonus and the extent of other incentives allowed for a proposed housing development shall be determined by the Council in compliance with Government Code Section 65915. ~~An additional density bonus incentive shall be granted if an applicant proposes to construct a housing development that conforms with Government Code Section 65915(b)(1) and that includes a child care facility located on the premises of, as part of, or adjacent to the project.~~ If a density bonus and/or other incentives cannot be accommodated on a site due to strict compliance with the provisions of this Development Code, the Council may modify or waive other development standards as necessary to accommodate all bonus units and other incentives to which the development is entitled.

**B. Calculating Density Bonus.** The calculation of a density bonus in compliance with this subsection that results in fractional units shall be rounded up to the next whole number, as required by State law. For the purposes of calculating a bonus, the residential units do not have to be based upon individual subdivision maps or lots. ~~A minimum density bonus of 20% and up to 80% above the maximum density will be calculated as follows:~~

<u>Affordable Unit Percentage</u>	<u>Very Low Income Density Bonus</u>	<u>Low Income Density Bonus</u>	<u>Moderate Income Density Bonus</u>	<u>Land Donation Density Bonus</u>	<u>Senior Housing*</u>	<u>Foster Youth/ Disabled Veterans/ Homeless</u>	<u>College Students</u>
5%	20%	-	-	-	20%	-	-
6%	22.5%	-	-	-	20%	-	-
7%	25%	-	-	-	20%	-	-
8%	27.5%	-	-	-	20%	-	-
9%	30%	-	-	-	20%	-	-
10%	32.5%	20%	5%	15%	20%	20%	-
11%	35%	21.5%	6%	16%	20%	20%	-
12%	38.75%	23%	7%	17%	20%	20%	-
13%	42.5%	24.5%	8%	18%	20%	20%	-
14%	46.25%	26%	9%	19%	20%	20%	-
15%	50%	27.5%	10%	20%	20%	20%	-
16%	50%	29%	11%	21%	20%	20%	-
17%	50%	30.5%	12%	22%	20%	20%	-
18%	50%	32%	13%	23%	20%	20%	-
19%	50%	33.5%	14%	24%	20%	20%	-
20%	50%	35%	15%	25%	20%	20%	35%
21%	50%	38.75%	16%	26%	20%	20%	35%
22%	50%	42.5%	17%	27%	20%	20%	35%
23%	50%	46.25%	18%	28%	20%	20%	35%

24%	50%	50%	19%	29%	20%	20%	35%
25%	50%	50%	20%	30%	20%	20%	35%
26%	50%	50%	21%	31%	20%	20%	35%
27%	50%	50%	22%	32%	20%	20%	35%
28%	50%	50%	23%	33%	20%	20%	35%
29%	50%	50%	24%	34%	20%	20%	35%
30%	50%	50%	25%	35%	20%	20%	35%
31%	50%	50%	26%	35%	20%	20%	35%
32%	50%	50%	27%	35%	20%	20%	35%
33%	50%	50%	28%	35%	20%	20%	35%
34%	50%	50%	29%	35%	20%	20%	35%
35%	50%	50%	30%	35%	20%	20%	35%
36%	50%	50%	31%	35%	20%	20%	35%
37%	50%	50%	32%	35%	20%	20%	35%
38%	50%	50%	33%	35%	20%	20%	35%
39%	50%	50%	34%	35%	20%	20%	35%
40%	50%	50%	35%	35%	20%	20%	35%
41%	50%	50%	38.75%	35%	20%	20%	35%
42%	50%	50%	42.5%	35%	20%	20%	35%
43%	50%	50%	46.25%	35%	20%	20%	35%
44%	50%	50%	50%	35%	20%	20%	35%
100%**	80%	80%	80%	35%	20%	20%	35%

\* No affordable units are required for senior units.

\*\* Applies when 100% of the total units (other than manager's units) are restricted to very low, lower and moderate income (maximum 20% moderate).

### C. Density Bonus for Childcare

Housing development that provide a child care facility on the premises of, as part of, or adjacent to the project and conforms with Government Code Section 65915(b)(1) are eligible for a separate density bonus equal to the size of the childcare facility. The childcare facility must remain in operation for at least the length of the affordability covenants. A percentage of the childcare spaces shall be made available to low and moderate income families.

### D. Density for Condomium Conversion

A condominium conversion is eligible for density bonus of up to 25% over the number of apartment units, where the additional dwellings are within the existing structure or structures, or other incentives of equivalent financial value, if the condominium conversion project provides at least 33% for the total units to low or moderate income households or 15% of the units to lower income households.

### G. E. Other Incentives

- 1. Applicant-specified Concessions or Incentives.** An applicant may submit to the City a request for specific incentives or concessions or incentives in compliance with this Section.
- 2. Required Available Concessions or Incentives or Concessions.** A qualifying project shall be entitled to one or more "incentives" or "concessions", two, or three, of the following incentives, depending on their

proposed levels of affordability, as allowed by Government Code Section 65915, in addition to the density bonus allowed as follows:

Number of incentives or concessions	Very Low Income percentage	Low Income percentage	Moderate Income percentage
1	5%	10%	10%
2	10%	17%	20%
3	15%	24%	30%
4	100% Low/Very Low/Mod (20% Moderate allowed)	100% Low/Very Low/Mod (20% Moderate allowed)	100% Low/Very Low/Mod (20% Moderate allowed)

**3. Types of Available Concessions or Incentives.** A qualifying project may request available incentives or concessions in addition to the density bonus from the following categories:

- a. A reduction in the site development standards of this Development Code (e.g., site coverage, off-street parking requirements, reduced lot dimensions, and/or setback requirements); **or**
- ~~b. Approval of mixed-use zoning not otherwise allowed by this Development Code in conjunction with the housing development, if nonresidential land uses will reduce the cost of the housing development and the nonresidential land uses are compatible with the housing development and the existing or planned development in the area where the project will be located; and/or~~
- e. b. Other regulatory incentives or concessions proposed by the developer or the City that will result in identifiable and actual cost reductions.

~~3.4.~~ **Additional Concessions or Incentives.** The Council shall have the discretion to approve additional concessions or incentives to a qualifying project based on the superior merits of that particular project, as determined by the Council. ~~If a development standard would physically prevent the project from being constructed at the permitted density even with approved concessions and incentives, a developer may propose to have that standard waived or reduced. A proposal for the waiver or reduction of development standards shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled to per Section 2 above, unless the concession is to the development standards.~~

**4.5. Required Findings to Reject Concession or Incentive.** The Council shall grant the concession or incentive requested by the applicant unless the Council makes a written finding, based upon substantial evidence, of any of the following:

- a. The concession or incentive is not required in order to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5, or for rents for the targeted units to be set in compliance with Government Code Section 65915(c); **or**
- b. The concession or incentive would have a specific adverse impact, as defined by Government Code Section 65589.5(d)(2), upon public health and safety, **or the physical environment**, or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households; **or**
- c. The concession or incentive would be contrary to state or federal law.

~~D.~~ **F. Effect of Incentive or Concession.** The granting of a concession or incentive shall not be interpreted, in and

of itself, to require a General Plan amendment, Zoning Map amendment, or other discretionary approval.

**G. Maximum Parking Requirements.** Affordable housing projects benefit from parking standards that require fewer parking spaces than typical market-rate housing projects. Upon the developer's request, the City shall not require a vehicular parking ratio, inclusive of accessible and guest parking, that exceed the following ratios:

1. Studio to one-bedroom: 1 parking space per unit.
2. Two to three bedrooms: 1.5 parking spaces per unit.
3. Four or more bedrooms: 2.5 parking spaces per unit.

If total parking calculations result in a number other than a whole number, then parking calculations shall be rounded up to the nearest whole number. Requesting these parking standards does not count as an incentive or concession. An applicant may request additional parking incentives beyond those included in this section. Onsite spaces may be provided through tandem or uncovered parking, but not on-street parking.

**1. Other Parking Requirements.** Lower parking ratios apply to specified projects (although the City may require higher parking ratios if supported by a specified parking study):

Project Type	Parking Spaces Required
Rental/for sale projects with at least 11% very low income or 20% lower income units within ½ mile of an accessible major transit stop	0.5 spaces per unit
For sale projects with at least 40% moderate income units within ½ mile of an accessible major transit stop	0.5 spaces per bedroom
Rental projects 100% affordable to lower income within ½ mile of an accessible major transit stop	0 spaces per unit
Rental senior projects 100% affordable to lower income households, either with paratransit service or within ½ mile of an accessible bus route (operating at least 8 times per day)	0 spaces per unit
Rental special needs projects 100% affordable to lower income households, either with paratransit service or within ½ mile of an accessible bus route (operating at least 8 times per day)	0 spaces per unit
Rental supportive housing developments 100% affordable to lower income households	0 spaces per unit

#### H. Housing Restrictions

1. **Rental Units** – Affordable rental units must be restricted by an agreement which sets maximum incomes and rents for that unit. The income and rent restrictions must remain in place for a 55 year term for very low or lower income units.
2. **For Sale Units** – Affordable units for sale must be sold at an affordable housing cost to a person or family of very low, low or moderate income, as required, and is subject to an equity sharing agreement pursuant to Government Code Section 65915(c)(2).

#### 9103.15.0640 Findings

In addition to the findings required for the approval of Site Plan and Design Review and any discretionary permit required for the project, the approval of a density bonus shall require that the Planning Commission first make all of the following additional findings as makes a recommendation to the City Council. The City Council will make all of the following findings and will decide all Density Bonus applications.

- A. The project will be consistent with the General Plan, except as provided by this Section with regard to

maximum density, density bonuses, and other incentives and concessions;

- B. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities;
- C. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this Section;
- D. In the event that the City does not grant at least one financial concession or incentive as defined in Government Code Section 65915 in addition to the density bonus, that additional concessions or incentives are not necessary to ensure affordable housing costs as defined in Health and Safety Code Section 50052.5, or for rents for the targeted units to be set as specified in Government Code Section 65915(c); and
- E. There are sufficient provisions to guarantee that the units will remain affordable for the required time period.

#### 9103.15.050 Application Requirements

- A. **Site Plan and Design Review.** An application for Site Plan and Design Review pursuant to Section 9107.19 (Site Plan and Design Review) of this Code shall be required for any density bonus request.
- B. **Continued Availability.** The application for the density bonus project shall include the procedures proposed by the developer to maintain the continued affordability of the designated lower-income units as follows. These provisions shall apply to both rental and for-sale ownership units.
  - 1. **Development Projects with Public Funding.** A project that receives a direct financial contribution or other financial incentives from a public source (including the City, the Department of Housing and Urban Development, or State tax credit program), ~~or~~ **and** a density bonus ~~and at least one other concession or incentive~~ in compliance with this Section, shall maintain the availability of the designated lower-income units for a minimum of 55 years, as required by Government Code Sections 65915(c) ~~and 65916~~.
  - 2. **Private Development Projects—Density Bonus Only.** Privately financed projects that receive a density bonus ~~as the only incentive~~ from the City shall maintain the availability of the designated lower-income ~~rental~~ units for a minimum of ~~30~~ 55 years. **Privately financed projects that receive a density bonus from the City and include for-sale units shall maintain the availability of any lower-income or moderate-income units for a minimum of 45 years.**

#### 9103.15.0560 Location and Type of Designated Uses

- A. **Location/Dispersal of Units.** The designated units shall be reasonably dispersed throughout the project to the maximum extent feasible, shall contain on average the same number of bedrooms as the non-designated units in the project, and shall be compatible with the design or use of remaining units in terms of appearance, materials, and finished quality.
- B. **Phasing.** If a project is to be phased, the density bonus units shall be phased in the same proportion as the non-density bonus units, or phased in another sequence acceptable to the City.

Exhibit "C"

Accessory Dwelling Unit Ordinance Minor Changes



## 9102.01.080 Accessory Dwelling Units

Amended by Ord. No. 2347

Amended by Ord. 2369 & 2370

Amended by Ord. No. 2375

Accessory dwelling units and junior accessory dwelling units, as defined in Division 9 (Definition) of this Development Code, are allowed in the R-0, R-1, and R-M, R-2, and R-3, CBD, MU, and DMU zones, developed with at least one dwelling. Accessory dwelling units are subject to all development standards for the underlying zoning of the property, as set forth in Table 2-2 (Development Standards for Single-Family Residential Zones) or in Table 2-6 (Development Standards for Multiple-Family Residential Zones) unless otherwise specified in this Section Subsection 9102.01.080.B.

### A. Development Standards

- 1. General.** Except as identified in this Subsection, accessory dwelling units shall comply with all the development standards (setbacks, lot coverage, height, etc.). All accessory dwelling units shall be clearly subordinate in location and size to the primary structure and consistent in exterior appearance with the primary structure through the use of similar/matching exterior paint colors, material types, and architectural styles. Accessory dwelling units shall have a defined and independent exterior access. An accessory dwelling unit is allowed on a site only when a primary residence dwelling exists.
- 2. Location:** An accessory dwelling unit is permitted on any residentially zoned property if a single-family dwelling or multifamily dwelling exists on the lot or will be constructed in conjunction with the accessory dwelling unit. An accessory dwelling unit may be either attached to the existing dwelling unit, or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling. A junior accessory dwelling unit (JADU) may only be located within an existing or proposed single-family structure.

One of the following is allowed:

1. One Attached ADU (may not be allowed with detached ADU or JADU); or
  2. One Detached ADU or a JADU by itself; or
  3. One Detached ADU with one JADU
- 3. Maximum Floor Area and Lot Coverage.** No accessory dwelling unit may cause the total Floor Area Ratio (FAR) of the lot to exceed 45%. No accessory dwelling unit may or cause the lot coverage of the lot to exceed 50%. If either requirement would preclude development of an accessory dwelling unit up to 800 square feet in size, the requirement does not apply.
  - 4. Minimum Open Space.** No ADU to this Section may cause the total percentage of open space of the lot to fall below 50 percent.

#### 5.4. Maximum Size

- a. Accessory Dwelling Unit.** The maximum size of a detached or attached accessory dwelling unit is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms. No more than two bedrooms are allowed.
- b. Junior Accessory Dwelling Unit.** The maximum size within an existing or proposed single-family dwelling is 500 square feet.
- c.** An attached accessory dwelling unit that is created on a lot within an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling, unless this would restrict the maximum size of the accessory dwelling unit to be smaller than 800 square feet.
- d.** Application of other development standards, such as FAR or lot coverage, might further limit the size of the accessory dwelling unit, but no application of FAR, lot coverage, or open space requirements may require the accessory dwelling unit to be less than 800 square feet.

## 6. 5. Maximum Height and Story

- a. A single-story attached or detached accessory dwelling unit may not exceed 16 feet in height, measured to the top of the roof ridge.
- b. A second story or two-story attached accessory dwelling unit may not exceed the height of the primary residence dwelling.
- c. A detached accessory dwelling unit may not exceed one story.

## 7. 6. Required Setbacks. A Detached and attached accessory dwelling units shall meet the minimum side and rear yard setbacks of at least four (4) feet. An attached accessory dwelling unit shall meet the same front setback as required for the primary residence.

*Note: Per Government Code Section 65852.2 (a)(1)(d)(vii), the required side and rear yard setback for an attached ADU shall be 4 feet, and not the same setback as the primary house.*

## 8. 7. Required Parking. An accessory dwelling unit shall be provided with a minimum of one on-site parking space (covered or uncovered). The uncovered parking space shall be located on a paved surface, and may be provided in the setback areas or as tandem parking. For required parking space dimensions, please refer to Division 3.

When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, the required parking spaces shall be replaced as specified in Table 3-3. If code compliant replacement parking cannot be provided, the replacement parking spaces may be located in any configuration on the same lot as the accessory dwelling unit, including but not limited to, covered spaces, uncovered spaces, or tandem spaces or by the use of mechanical automobile parking lifts within an enclosed garage. ~~(Note: This section was previously in Division 3).~~

- a. ~~The property is an R-M zoned property, a hillside property, located within a designated fire zone, or a non-conforming lot, or if the Director determines that such parking arrangements are not feasible based upon specific safety conditions, or that such arrangements are not permitted anywhere in the City.~~

## 9.8. Fire Sprinklers. An accessory dwelling unit is required to have sprinklers if the primary residence dwelling is also required to have fire sprinklers.

## B. Permit Procedures for Accessory Dwelling Units and Junior Accessory Dwelling Units. If the accessory dwelling unit does qualify for a Building Permit Only, the procedures specified in Subsection 9102.01.080.B.2, shall be followed.

1. **Building Permit Only.** An accessory dwelling unit or junior accessory dwelling unit is only subject to a building permit when it is proposed on a residential or mixed use zone and meets one of the following scenarios:
  - A. **Converted Accessory Dwelling Unit in Single-Family Zones:** Only one accessory dwelling unit or junior accessory dwelling unit on a lot with a proposed or existing single family dwelling on it, where the accessory dwelling or junior accessory dwelling unit:
    1. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
    2. Has exterior access that is independent of that for the single-family dwelling.
    3. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
    4. The converted ADU shall not exceed 50% of the livable area of the primary residence. A converted

JADU shall not exceed 50% of the livable area of the primary residence nor the maximum permitted size for a junior accessory dwelling unit.

- B. **Detached Accessory Dwelling Unit:** One detached, new construction of an accessory dwelling unit on a lot with a proposed or existing single-family dwelling (in addition to any junior accessory dwelling unit that might otherwise be established on the lot under Subsection A), if the detached accessory dwelling unit satisfies the following limitations:
  - 1. The side and rear yard setbacks are at least four (4) feet.
  - 2. The total floor area is 800 square feet or less.
  - 3. The structure does not exceed 16 feet in height and one-story.
  
- C. **Converted Accessory Dwelling Unit in Multifamily Zones:** 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, communal rooms, or garages, may be converted into an accessory dwelling unit if it complies with the state building standards for dwellings. **Up to 25 percent of the existing multifamily dwelling units on a lot may have a converted accessory dwelling unit, and at least one (1) converted accessory dwelling unit is allowed within an existing multifamily dwelling structure.** ~~Only one (1) converted accessory dwelling unit is allowed within an existing multifamily dwelling, and up to 25 percent of the existing multifamily dwelling units on the lot may each have a converted accessory dwelling unit.~~
  
- D. **Detached Accessory Dwelling Unit in Multifamily Zones:** No more than two detached accessory dwelling units may be located on a lot that has an existing multifamily dwelling. Each detached accessory dwelling unit must satisfy the following requirements:
  - 1. The side and rear yard setbacks are at least four (4) feet.
  - 2. The total floor area is 800 square feet or less, and shall not be larger in size than any existing multifamily unit.

## 2. **Accessory Dwelling Unit Permit**

Any construction that exceeds the requirements listed above listed in Subsection 1 above (Building Permits Only) shall require a Zoning Clearance for an Accessory Dwelling Unit pursuant to the provisions of Section 9107.27 (Zoning Clearance for Accessory Dwelling Units).

## 3. **Process and Timing**

- A. A Zoning Clearance for an Accessory Dwelling Unit **compliant with the standards of this Section permit** is considered and approved ministerially, without discretionary review or a hearing, unless the unit exceeds the code requirements (e.g. FAR) and is subject to an Administrative Modification.
  
- B. The City must act on an application within 60 days from the date the City receives a completed application, unless either:
  - 1. The Applicant requests for a delay, in which case the 60 day time period is tolled for the period of the requested delay, or
  
  - 2. A junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application until the City acts on the application for the new single-family dwelling, but the application to create the junior accessory dwelling unit is still considered ministerially without discretionary review or a

hearing.

4. ~~**Covenant Required.** An accessory dwelling unit is not intended for sale separate from the main dwelling unit and lot or to be used as a short term rental (terms less than 28-30 days). A covenant in a form approved by the City Attorney shall be recorded for each accessory dwelling unit specifying its size, location, and attributes, and requiring that the accessory dwelling unit shall not be sold independently of the main dwelling unit and lot and that no more than one lease agreement for terms of no less than 28-30 days may be entered into at any time.~~

~~*Note: Per Government Code Section 65852.2 (e)(4), the minimum rental lease term for an ADU shall be longer than 30 days, not the 28 days.*~~

C. **Impact Fees.**

1. Impact Fees. No impact fee is required for an accessory dwelling unit that is less than 800 750 square feet in size, **except for school district impact fees, which may be required for accessory dwelling units greater than 500 square feet.**
2. Any impact fee that is required for an accessory dwelling unit that is 800 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling, **or the average square footage of the multifamily dwelling units within a multifamily dwelling structure** (e.g. the floor area of the primary dwelling, divided by the floor area of the accessory dwelling unit, times the typical fee amount charged for a new dwelling). Impact fees does not include any connection fee or capacity charge for water or sewer service.

D. **Utility Fees.**

1. Converted accessory dwelling units and junior accessory dwelling units on a single-family lot that were approved by a building permit only are not required to have a new or separate utility connection directly between the accessory dwelling unit or junior accessory dwelling unit and the utility. ~~Neither~~ **nor** is a construction fee or capacity charge required unless the accessory dwelling unit is constructed with a new single-family home. All accessory dwelling units ~~and junior accessory dwelling units,~~ **except as noted above,** require a new, separate utility connection directly between the accessory dwelling unit ~~or junior accessory dwelling unit~~ **and the utility. The Director or designee and the Building Official has the discretion to not require a separate connection for certain utilities depending on the circumstances.**

The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the accessory dwelling unit or junior accessory dwelling unit, based on either the floor area or the number of drainage-fixture (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system. The fee or charge may not exceed the reasonable cost of providing this service.

1. **Owner Occupancy.**

- a. All accessory dwelling units that were created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the accessory dwelling unit was created.
- b. An accessory dwelling unit that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.
- c. All accessory dwelling units that are created on or after January 1, 2025, are subject to an owner-occupancy requirement. A person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.

- d. All junior accessory dwelling units are subject to an owner-occupancy requirement. A person with legal or equitable title to the property must reside on the property, in either the primary dwelling or junior accessory dwelling unit, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

## 2. Nonconforming Accessory Dwelling Units and Discretionary Approval

Any proposed accessory dwelling unit or junior accessory dwelling unit that does not conform to the objective design standards and/or exceeds the maximum size of 800 square feet for an accessory dwelling unit on a lot that already exceeds the maximum floor area, may be considered by the City with an Administrative Modification process in Section 9107.05.

## 3. Objective Design Standards for Accessory Dwelling Units

### Architectural

1. ~~The materials and colors of the exterior walls, roof, eaves, and windows and doors must match the appearance and architectural design of those of the primary dwelling.~~ The ADU must match the architectural style of the primary dwelling and provide matching architectural elements, such as: exterior colors, materials, surface treatments, windows, trims, and exterior doors.
2. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
3. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
4. The ADU must have an independent exterior entrance, apart from that of the primary dwelling. The ADU entrance must be located on the side or rear building façade, not facing a public-right-of-way.
5. For new detached ADUs, there must be indentations and/or projections provided that are at least 8-inches in depth on at least two of the exterior walls to break-up flat wall planes. The interior wall height shall be at least seven feet tall.
6. All windows that are located 9-feet in height above the finished floor must be clerestory windows (no dormers), and must be frosted or obscure glass.
7. A new detached ADU may not be located closer to the front property line than the primary ~~residence~~ dwelling.
8. ~~On a new detached ADU, exposed gutters and downspouts are not allowed.~~
- 9.8. The architectural treatment of an ADU to be constructed on a lot that has an identified historical resource listed on the federal, state, or local register of historic places must comply with all applicable ministerial requirements imposed by the Secretary of the Interior.

### Landscape

- 40 9. Landscaping around a detached ADU must be drought-tolerant or low water-using plants that utilize a variety of drought tolerant resistant grasses, turf substitutes, or ground covers that maintain a living, continuous planting area, and provide screening between the ADU and adjacent parcels. Desert landscape or rock garden designs are not allowed.

- 14 10. All landscaping utilized must be taken from the city's approved planting materials listed in the City's Single-Family Design Guidelines.

**Other**

12. 11. The ADU and primary dwelling must use the same driveway to access the street, unless otherwise required for fire-apparatus access, as determined by the Fire Department.

~~13 Each parking space shall be at least 10 feet in width and 20 feet in length. When a parking space is adjacent to a solid wall or structure, the parking space shall be 11' 6" in width and 20 feet in length.~~

~~14 Each parking space that is provided in an enclosed garage in a single-family zoned property shall be at least ten feet wide and twenty feet long and have at least seven and a half feet vertical clearance. On multifamily and mixed-use zoned properties, the parking space shall be 9 feet in width and 10 feet in length.~~

- 15 12. On corner lots, a separate walkway from the primary residence may be allowed to the detached ADU entrance and it must connect to the nearest public sidewalk or right-of-way.

- 16 13. ADUs must have clear addressing visible from the street. Addresses must be at least 4 inches high and shall be shown on the curb next to the primary address number.

# Attachment No. 3

Draft Planning Commission  
Minutes July 26, 2022



**DRAFT**  
**ARCADIA PLANNING COMMISSION**  
**REGULAR MEETING MINUTES**  
**TUESDAY, JULY 26, 2022**

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**CALL TO ORDER** Chair Lin called the meeting to order at 7:00 p.m.

**ROLL CALL**

PRESENT: Chair Thompson, Vice Chair Tsai, Commissioner Hui, Commissioner Tallerico, and Commissioner Wilander

ABSENT: None

**SUPPLEMENTAL INFORMATION FROM STAFF REGARDING AGENDA ITEMS**

Ms. Flores notified the Commission that a revised Resolution for item No. 1 has been distributed.

**PUBLIC COMMENTS (5 minute time limit per person)**

There were none.

**PUBLIC HEARING**

- 1. Resolution No. 2101** – Recommending that the City Council approve Text Amendment No. TA 22-02 (Ordinance No. 2390) amending various sections of Arcadia’s Development Code related to new Objective Design Standards for Multi-Family and Mixed-Use Development, updates to the Density Bonus Ordinance, and Minor Changes to the Accessory Dwelling Unit Ordinance with a Categorical Exemption from the California Environmental Quality Act

**Recommendation:** Adopt Resolution No. 2101

**Applicant:** City of Arcadia

**MOTION- PUBLIC HEARING**

Chair Thompson introduced the item and Planning Manager Fiona Graham presented the proposed text amendment with Scott Martin from RRM Design Group who assisted City staff with this effort.

Vice Chair Tsoi said he read through SB 330 and he wanted to confirm his understanding that housing occupied by low income tenants needs to be replaced under SB 330. Ms. Graham confirmed that he was correct.

Commissioner Hui asked will the new Objective Design Standards become effective once they have been approved. Ms. Graham answered that once the standards are adopted by City Council, they will go into effect thirty days later and would apply to all new applications after the effective date. Commissioner Hui also asked for further explanation how the Objective Design Standards would allow driveways that do not face the street without requiring additional space for more maneuvering. Mr. Martin clarified that the non-street facing garages would apply only to multi-family projects, not single-family homes, and added that the intent is to provide a common access point for the units without having multiple driveways facing the street.



Chair Thompson asked if there were more Objective Design Standards than the four shown in the Staff Report. Mr. Martin clarified that the four items in the Staff Report were shown as examples of how an existing design guideline was changed into an objective design standard, and that there are many more standards than those four. Chair Thompson also asked why the City would allow a waiver of up to three Standards. Ms. Flores explained the waivers will allow for some flexibility when certain standards do not fit with a project's overall design, and they are reviewed on a case-by-case basis.

There were no public comments.

It was moved by Commissioner Wilander, seconded by Vice Chair Tsoi, to close the public hearing. Without objection, the motion was approved.

## **DISCUSSION**

Commissioner Wilander commented that the proposed objective standards will provide many more details that are important to maintaining the quality of housing that Arcadia is known for while complying with State law.

Vice Chair Tsoi and Commissioner Tallerico agreed with Commissioner Wilander and were in support of making a recommendation to City Council in support of the proposed Text Amendments.

Commissioner Hui asked how the additional housing units will affect the water supply since the State is currently in a drought. Commissioner Wilander added that if the City allowed desert landscaping, that it could help further reduce water use. Ms. Flores responded that elements of desert landscape can be used in conjunction with other drought tolerant landscaping. Mr. Kruckeberg added that while complete desert landscaping is not allowed, drought tolerant landscaping is encouraged on all projects.

Chair Thompson added that the proposed Text Amendments are consistent with both the Housing Element and General Plan and agreed with the rest of the Commission that they would bring the Development Code into compliance with State law while also maintaining the design integrity the City is known for.

## **MOTION**

It was moved by Chair Thompson, seconded by Commission Wilander that the Planning Commission recommends City Council to approve Text Amendment No. TA 22-02 (Ordinance No. 2390) amending various sections of Arcadia's Development Code related to new Objective Design Standards for Multi-Family and Mixed-Use Development, updates to the Density Bonus Ordinance, and Minor Changes to the Accessory Dwelling Unit Ordinance with a Categorical Exemption from the California Environmental Quality Act

## **ROLL CALL**

AYES: Chair Thompson, Vice Chair Tsoi, Hui, Tallerico, Wilander  
NOES: None

## **CONSENT CALENDAR**

2. Minutes of the June 28, 2022, Regular Meeting of the Planning Commission

**Recommendation:** Approve

It was moved by Commissioner Wilander, seconded by Vice Chair Tsoi to approve the minutes of the June 28, 2022, Planning Commission Regular Meeting.

**ROLL CALL**

AYES: Chair Thompson, Vice Chair Tsoi, Hui, Tallerico, Wilander  
NOES: None

**MATTERS FROM CITY COUNCIL LIAISON**

Council Member Sho Tay welcomed the two new Planning Commissioners.

**MATTERS FROM THE PLANNING COMMISSONERS**

Commissioner Wilander shared an upcoming local event with the Commission.

**MATTERS FROM ASSISTANT CITY ATTORNEY**

Mr. Mauer welcomed the new Commissioners and provided them with a brief overview of how the meetings are run and how to make a motion on an item.

**MATTERS FROM STAFF INCLUDING UPCOMING AGENDA ITEMS**

Ms. Flores informed the Commission that there is one item scheduled for the next meeting and informed them of the orientation meeting she had with each of the new Commissioners.

**ADJOURNMENT**

The Planning Commission adjourned the meeting at 7:44 p.m., to Tuesday, August 9, 2022, at 7:00 p.m. in the City Council Chamber.

\_\_\_\_\_  
Brad Thompson  
Chair, Planning Commission

ATTEST: \_\_\_\_\_  
Lisa Flores  
Secretary, Planning Commission

# Attachment No. 4

## Preliminary Exemption Assessment



CITY OF  
ARCADIA

## PRELIMINARY EXEMPTION ASSESSMENT

1. Name or description of project:	Ordinance No. 2390 related to Text Amendment no. TA 22-02 amending various sections of Article IX, Chapter 1 of the Arcadia Development Code incorporating new Objective Design Standards for Multi-family and Mixed-use development, updates to the Density Bonus Ordinance, and minor changes to the Accessory Dwelling Unit Ordinance	
2. Project Location – Identify street address and cross streets or attach a map showing project site (preferably a USGS 15' or 7 1/2' topographical map identified by quadrangle name):	City of Arcadia - Citywide	
3. Entity or person undertaking project:	A City of Arcadia – Development Services Department	
	B Other (Private)	
	(1) Name	
	(2) Address	
4. Staff Determination: The Lead Agency's Staff, having undertaken and completed a preliminary review of this project in accordance with the Lead Agency's "Local Guidelines for Implementing the California Environmental Quality Act (CEQA)" has concluded that this project does not require further environmental assessment because:		
a. <input type="checkbox"/>	The proposed action does not constitute a project under CEQA.	
b. <input type="checkbox"/>	The project is a Ministerial Project.	
c. <input type="checkbox"/>	The project is an Emergency Project.	
d. <input type="checkbox"/>	The project constitutes a feasibility or planning study.	
e. <input type="checkbox"/>	The project is categorically exempt.	
	Applicable Exemption Class:	
f. <input type="checkbox"/>	The project is statutorily exempt.	
	Applicable Exemption:	
g. <input checked="" type="checkbox"/>	The project is otherwise exempt on the following basis:	The proposed Arcadia Mixed-Use Objective Development Standards and Multi-family Objective Development Standards, Density Bonus Ordinance update, and minor changes to the ADU Ordinance are exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that they would not have a significant effect on the environment and, thus, are not subject to CEQA review.
h. <input type="checkbox"/>	The project involves another public agency which constitutes the Lead Agency.	
	Name of Lead Agency:	

Date: June 23, 2022

Staff: Fiona Graham, Planning Services Manager

**ARCADIA CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, JULY 19, 2022**

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1. **CALL TO ORDER** – Mayor Beck called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – First Reader Kristin Bennett, First Church of Christ, Scientist
3. **PLEDGE OF ALLEGIANCE** – Audrey Sioeng, Girl Scout Troop 891
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Danielson, Tay, Verlato, Cheng, and Beck

ABSENT: None

5. **SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS**

City Manager Lazzaretto announced that a packet of information pertaining to Public Hearing Item 8.a was submitted and distributed to City Council prior to the start of the meeting.

6. **MOTION TO READ ALL ORDINANCES AND RESOLUTIONS BY TITLE ONLY AND WAIVE THE READING IN FULL**

A motion was made by Council Member Verlato and seconded by Mayor Beck to read all ordinances and resolutions by title only and waive the reading in full.

7. **PRESENTATIONS**

- a. Presentation of Mayor's Certificate to Vivien Watts for her service to the community.
- b. Presentation of Mayor's Certificate of Commendation to Girl Scout Audrey Sioeng of Girl Scout Troop 891 for receiving the Gold Award.
- c. Presentation of Mayor's Certificate of Commendation to Charisma Chen in recognition of her outstanding achievements.
- d. Presentation to outgoing Board and Commission Members.
- e. Administer the Oath of Office to newly appointed Board and Commission Members.

Giselle Soriel, on behalf of Senator Rubio's office, appeared and presented certificates of recognition to Vivian Watts, Audrey Sioeng and Charisma Chen.

8. **PUBLIC HEARING**

- a. Resolutions related to Minor Use Permit No. MUP 21-08, Architectural Design Review No. ADR 21-12, General Plan Consistency No. GPC 22-01, Tentative Parcel Map No. TPM 21-02, a density bonus and a public alley vacation along with an Environmental Impact Report under the California Environmental Quality Act ("CEQA") for the "Alexan Arcadia" Mixed-Use Project located at 150 N. Santa Anita Avenue.

Resolution No. 7433 ordering the Vacation of the East/West Alley within the block bounded by Santa Anita Avenue, Santa Clara Street, First Avenue and Wheeler Avenue.

Recommended Action: Adopt

Resolution No. 7434 adopting CEQA findings of fact, adopting a Mitigation Monitoring and Reporting Program, and certifying the Final Environmental Impact Report for the "Alexan Arcadia" Mixed-Use Development with 319 residential units, including 26 affordable units, located at 150 N. Santa Anita Avenue.

Recommended Action: Adopt

Resolution No. 7435 approving Minor Use Permit No. MUP 21-08, Architectural Design Review No. ADR 21-12, General Plan Consistency No. GPC 22-01, Tentative Parcel Map No. TPM 21-02, a density bonus and a public alley vacation along with an Environmental Impact Report under the California Environmental Quality Act ("CEQA") for the "Alexan Arcadia" Mixed-Use Development located at 150 N. Santa Anita Avenue.

Recommended Action: Adopt

City Manager Lazzaretto announced that this was a continued Public Hearing from June 21, 2022.

Council Member Verlato stated that she has a conflict of interest and recused herself from participation and discussion on this matter. Council Member Verlato left the room.

Assistant City Manager/Development Services Director Kruckeberg presented the staff report and advised City Council that the only change to the Conditions of Approval was regarding insurance to Condition 50 located on page 5 of the Staff Report and a revised Resolution to include that Condition; he stated that prior to the meeting, staff received an email with a 21 page letter, including an 800 page attachment from Southwest Regional Council of Carpenters Union that was submitted to City Council.

Mayor Beck opened the continued public hearing.

Kristin Starbird, an Environmental Consultant from Dudek, indicated that she reviewed the letter provided by Southwest Regional Council of Carpenters Union and clarified that there are no topics that were pertinent or affect the environmental impact report

Assistant City Attorney Maurer noted that he reviewed the allegations from the letter regarding Brown Act violations and based on the analysis of the letter and review of the Brown Act the City has complied with the Brown Act and Council may move forward with this item.

Assistant City Manager/Development Services Director Kruckeberg mentioned that the letter references two separate Environmental Impact Reports ("EIR"), however with the two Resolutions proposed, one adopts the environmental findings and the other adopts the entire project which includes the EIR. Both Resolutions reference each other in the text of the Resolutions, so there is only one EIR. The recommendations from Staff remain the same as previously proposed.

Reece Pettersen, a representative of Trammell Crow Residential, appeared and stated that as part of their negotiation with neighboring property owner Dr. Chang, they have offered valet service for Dr. Chang's patients and staff during business hours during construction.

Mayor Beck asked Mr. Pettersen if Dr. Chang owned the parking behind his building.

In response to Mayor Beck, Mr. Pettersen advised that Mr. Chang had purchased a building with no parking and only an easement for 40 stalls.

David Fu, from the Law Offices of David Fu, representing Dr. Chang and Mrs. Chang, appeared and expressed Dr. Chang's parking concerns with the project.

Aaron Contreras, member of the Southwest Regional Council of Carpenters appeared and stated that the City should require and use a local, skilled and trained workforce.

Sean Matsler, from Cox Castle & Nicholson representing the Alexan, appeared and in response to the attorney from Dr. Chang reminded Council that this is a private agreement between two landowners; he asked Council to look past the issues that the two parties have not agreed upon and approve this project.

Mayor Beck closed the public hearing.

Council Member Danielson thanked Aaron Contreras for speaking and advocating for his trade; he made a recommendation to move forward on this item and have the two parties work on resolving the remaining issues that they have not agreed upon.

Council Member Tay questioned page 4 of the letter distributed to Council, in response to the building official being on vacation and work not able to get done.

Assistant City Manager/Development Services Director Kruckeberg responded and stated that the building official was out due to the birth of his first child, and advised that he reached out several times to Attorney Fu and had been responsive on that matter.

After discussion a motion was made by Council Member Danielson, seconded by Council Member Tay, and carried on a roll call vote to adopt Resolution No. 7434 adopting CEQA findings of fact, adopting a Mitigation Monitoring and Reporting Program, and certifying the Final Environmental Impact Report for the "Alexan Arcadia" Mixed-Use Development with 319 residential units, including 26 affordable units, located at 150 N. Santa Anita Avenue.

AYES: Danielson, Tay, Cheng, and Beck  
NOES: None  
ABSENT: None

A motion was made by Council Member Danielson, seconded by Council Member Tay, and carried on a roll call vote to adopt Resolution No. 7433 ordering the Vacation of the East/West Alley within the block bounded by Santa Anita Avenue, Santa Clara Street, First Avenue and Wheeler Avenue.

AYES: Danielson, Tay, Cheng, and Beck  
NOES: None  
ABSENT: None

A motion was made by Council Member Danielson, seconded by Council Member Tay, and carried on a roll call vote to adopt Resolution No. 7435 approving Minor Use Permit No. MUP 21-08, Architectural Design Review No. ADR 21-12, General Plan Consistency No. GPC 22-01, Tentative Parcel Map No. TPM 21-02, a density bonus and a public alley vacation along with an Environmental Impact Report under the California Environmental Quality Act ("CEQA") for the "Alexan Arcadia" Mixed-Use Development located at 150 N. Santa Anita Avenue.



AYES: Danielson, Tay, Cheng, and Beck  
NOES: None  
ABSENT: None

Mayor Beck moved to public comments.

## 9. PUBLIC COMMENTS

Jim Helms, former Mayor and Arcadia resident, appeared and spoke on behalf of the Charter Review Committee and thanked City Council for accepting the recommendations provided by the Committee; he thanked staff for their hard work and thoroughness in working with the committee; and he further clarified why the Charter Review Committee provided the recommended changes to the City Clerk position as well as term limits.

Mike Cacciotti, Mayor of South Pasadena, appeared and spoke about the Mobile Crisis Team Pilot Program item 12.a, and shared the City of South Pasadena and South Pasadena Police Department's support for this pilot program between the City's of South Pasadena, San Marino, and Arcadia.

Sonia Martin, an Arcadia resident, appeared and spoke about information published on the Chinese Information Network stating that the City of Arcadia was sued by the Attorney General (according to a Google translation of the article); she indicated that the City Council should request a retraction of the article as the information is false and misleading.

John Ansell, president of Arcadia Firefighters Association, appeared and presented his disappointment for City's inability to retain experienced Firefighters due to City Council and City Manager actions; he indicated that the Arcadia Firefighters Association is ready to support and donate to any prospective City Council candidates who would like to put public safety first.

Arogant Hollywood, called and stated that he filed a lawsuit against the City of Arcadia and had the City personally served on July 18, 2022, in which the City has until August 9, 2022, to respond.

Alison Fairchild, called and stated that she was cited by the Arcadia Police Department and feels that she has been harassed at the Arcadia Public Library and requested that the City stop harassing her.

## 8. PUBLIC HEARING

- b. Confirm the County of Los Angeles Department of Agricultural Commissioner/Weights and Measures Weed Abatement Charges and order the County Auditor to enter the amounts of the assessment against the parcels of land as they appear on the current assessment roll.

Recommended Action: Approve

City Manager Lazzaretto presented the staff report.

Mayor Beck opened the Public Hearing. No one appeared.

A motion to close the public hearing was made by Mayor Beck. The City Council concurred.

It was moved by Council Member Danielson, seconded by Council Member Tay, and carried on a roll call to confirm the weed abatement charges and order the County Auditor to enter the amounts of the assessment against the parcels of land as they appear on the current assessment roll.

AYES: Danielson, Tay, Verlato, Cheng, and Beck  
NOES: None  
ABSENT: None

**10. REPORTS FROM MAYOR, CITY COUNCIL AND CITY CLERK (including reports from the City Council related to meetings attended at City expense [AB 1234]).**

City Clerk Glasco congratulated and thanked the newly appointed commission members.

Council Member Danielson announced that he attended “Coffee with the Mayor”; he further announced that he has been attending Concerts in the Park and invited everyone to the next one on Thursday, July 21; he thanked Donna Choi and MJ Finstrom for all the work they did for the July Patriotic Festival; and he further thanked former Mayor Helms and the Charter Committee for such thorough review of the City Charter.

Mayor Pro Tem Cheng announced that he is currently in trial and had nothing to report.

Council Member Tay announced the Concerts in the Park will continue for the next 3 weeks on Thursdays; he further announced that August 4 will be the National night out event during the Concert in the Park where the Police and Fire Departments will attend; he commented on the Public Comment made by Sonia; and reminded people that Google translation does not always translate accordingly.

Council Member Verlato thanked the estate of Robert Lowe for a huge donation to the Arcadia Library; she shared pictures from the Patriotic Festival; she thanked the Downtown Arcadia Improvement Association for all the efforts in putting the event together; she attended the Sierra Madre parade on July 4; she invited everyone to attend Concerts in the Park this Thursday for the Alumni acoustic band; she applauded the Arcadia Parks and Recreation Commission for being awarded a huge grant for the Newcastle Park renovation; she further thanked Los Angeles County for giving the City 463 trees to help beautify our City; she announced that the City has new housing and case management resources that started July 1, through the Los Angeles County and Drug Abuse program; and she shared her condolences for the loss of Mary Hansen who passed away on July 18.

Mayor Beck shared his condolences for the loss of Mary Hansen; he thanked the Robert Lowe estate for the donation to the Arcadia Library; he further thanked Arcadia Parks and Recreation Director Sara Somogyi and staff for the \$2.2 million grant awarded to the City that will go towards the Newcastle Park Renovation; he attended the Patriotic Festival; he further attended the Sierra Madre annual parade on July 4; he announced that there will be a Coffee with the Mayor on August 9 at 9 am; he shared that there will be a Too Toxic to Trash Event at the Santa Anita Race Track on August 6; and he further announced that he will be attending the Arcadia Chinese Association Officers and Board Directors Installation ceremony on August 5 and encouraged all to attend.

**11. CONSENT CALENDAR**

- a. Regular Meeting Minutes of June 21, 2022.  
Recommended Action: Approve

- b. Ordinance No. 2388 amending Divisions 2 and 5 of Chapter 1, Article IX, of the Arcadia Municipal Code related to urban lot splits and two-unit projects and determining Text Amendment No. TA 22-01 to be statutorily exempt from the California Environmental Quality Act ("CEQA").  
Recommended Action: Adopt
- c. Donation from the Estate of Robert G. Low in the amount of \$113,333.33 to the Arcadia Public Library for the purchase of books.  
Recommended Action: Accept
- d. Direct the City Manager to review the City's Conflict of Interest Code pursuant to the Political Reform Act of 1974.  
Recommended Action: Approve
- e. Cooperative Agreement with the Los Angeles County Flood Control District for the replacement of trees.  
Recommended Action: Approve
- f. City Bench Donation Policy.  
Recommended Action: Adopt
- g. Accept all work performed by CT&T Concrete Paving, Inc. for the Americans with Disabilities Act ("ADA") Bus Stop Improvements Project in the amount of \$185,533.  
Recommended Action: Approve
- h. Find that, due to the COVID-19 state of emergency, state and local officials continue to recommend measures to promote social distancing, and therefore the City Council and all other City Boards and Commissions may meet virtually.  
Recommended Action: Make Findings

It was moved by Council Member Verlato, seconded by Council Member Tay, and carried on a roll call vote to approve Consent Calendar Items 11.a through 11.h.

AYES: Verlato, Tay, Danielson, Cheng, and Beck  
 NOES: None  
 ABSENT: None

## 12. CITY MANAGER

- a. Participation in San Gabriel Valley Council of Government's Mobile Crisis Team as part of a Regional Homeless, Mental Health, and Crisis Response Pilot Program.  
Recommended Action: Approve

Police Chief Nakamura presented the Staff Report.

After discussion a motion was made by Council Member Danielson, seconded by Council Member Tay, and carried on a roll call vote to approve participation in San Gabriel Valley Council of Government's Mobile Crisis Team as a part of a Regional Homeless Metal Health, and Crisis Response Pilot Program.

AYES: Danielson, Tay, Verlato, Cheng, and Beck  
 NOES: None  
 ABSENT: None

- b. Ordinance No. 2389 amending Arcadia Municipal Code Section 4137 of Part 3 of Chapter 1 of Article IV (“The Public Welfare, Morals and Policy Code”) to establish peafowl feeding prohibitions on private property with an exemption from the California Environmental Quality Act (“CEQA”).  
Recommended Action: Introduce

Senior Management Analyst Dr. Brutus presented the Staff Report.

City Manager Lazzaretto announced that Mayor Pro Tem Cheng fell off-line and was having difficulty logging back on to join the meeting.

Council Member Verlato requested City Council support to look into exploring the cost for birth control for peacocks.

It was the consensus of the City Council not to explore the cost of birth control for peacocks. After discussion, a motion was made by Council Member Verlato and seconded by Council Member Tay to introduce Ordinance No. 2389 amending Arcadia Municipal Code Section 4137 of Part 3 of Chapter 1 of Article IV (“The Public Welfare, Morals and Policy Code”) to establish peafowl feeding prohibitions on private property with an exemption from the California Environmental Quality Act (“CEQA”).

AYES: Verlato, Tay, Danielson, and Beck  
NOES: None  
ABSENT: Cheng

- c. Ordinance No. 2393 Amending the Arcadia Municipal Code by adding Part 10 to Chapter 6 of Article II (“The Administration Code”) to establish an attorney fees recovery provision for prevailing litigation related to all local tax collection matters with an exemption from the California Environmental Quality Act (“CEQA”).  
Recommended Action: Introduce

Senior Management Analyst Dr. Brutus presented the Staff Report.

After discussion, a motion was made by Council Member Verlato and seconded by Council Member Tay to introduce Ordinance No. 2393 amending the Arcadia Municipal Code by adding Part 10 to Chapter 6 of Article II (“The Administration Code”) to establish an attorney fees recovery provision for prevailing litigation related to all local tax collection matters with an exemption from the California Environmental Quality Act (“CEQA”).

AYES: Verlato, Tay, Danielson, and Beck  
NOES: None  
ABSENT: Cheng

- d. Resolutions relating to the placement of Ballot Measures at the General Municipal Election to be held on Tuesday, November 8, 2022.

Resolution No. 7451 Submitting to the Qualified Voters of the City a proposed amendment to the City Charter regarding the election of members of the City Council by Districts, the date of the City’s General Municipal Election, the filling of City Council vacancies, changing the position of City Clerk from elected to appointed, establishing a City Prosecutor, modifying City Procurement Procedures, and making other technical changes to the City Charter; at a General Municipal Election to be consolidated with the Statewide General Election to be held November 8, 2022;

directing the City Attorney to prepare an impartial analysis of the Proposed Charter Amendment and providing for the filing of primary and rebuttal arguments and setting rules for the filing written arguments regarding the proposed Charter Amendment.  
Recommended Action: Adopt

Resolution No. 7452 Calling for the placement of a General Tax Measure on the November 8, 2022, General Municipal Election Ballot for the submission to the qualified voters for a proposed Ordinance amending the City's Transient Occupancy Tax ("Hotel Tax") by increasing the maximum rate from 10% to 12%; requesting the County of Los Angeles to consolidated said election with the Statewide General Election of even date; and setting rules and deadlines for arguments and rebuttals for and against the Measure.  
Recommended Action: Adopt

Resolution No. 7453 Calling for the placement of a General Tax Measure on the November 8, 2022, General Municipal Election Ballot for the submission to the qualified voters of a proposed Ordinance establishing a Sports Wagering Tax at a rate of up to 5% of Sports Wagering gross revenues received by qualified businesses withing the City; requesting the County of Los Angeles to consolidate said election with the Statewide General Municipal Election of even date; and setting rules and deadlines for arguments and rebuttals for and against the Measure.  
Recommended Action: Adopt

City Manager Lazzaretto presented the Staff Report.

Senior Management Analyst Dr. Brutus presented a PowerPoint presentation.

Mayor Beck asked for two volunteers from City Council to create a sub-committee to write the ballot argument.

Council Member Danielson and Council Member Tay volunteered.

Assistant City Attorney Maurer noted that this would not be a sub-committee in the traditional sense. Based on Election Code 9282, this will be two members of the legislative body authorized by the legislative body.

After discussion a motion was made by Council Member Verlato, seconded by Council Member Tay, and carried on a roll call vote to adopt Resolution No. 7451 Submitting to the Qualified Voters of the City a proposed amendment to the City Charter regarding the election of members of the City Council by Districts, the date of the City's General Municipal Election, the filling of City Council vacancies, changing the position of City Clerk from elected to appointed, establishing a City Prosecutor, modifying City Procurement Procedures, and making other technical changes to the City Charter; at a General Municipal Election to be consolidated with the Statewide General Election to be held November 8, 2022; directing the City Attorney to prepare an impartial analysis of the Proposed Charter Amendment and providing for the filing of primary and rebuttal arguments and setting rules for the filing written arguments regarding the proposed Charter Amendment.

AYES: Verlato, Tay, Danielson, and Beck  
NOES: None  
ABSENT: Cheng

After discussion a motion was made by Council Member Verlato, seconded by Council Member Tay, and carried on a roll call vote to adopt Resolution No. 7452 Calling for the placement of a

General Tax Measure on the November 8, 2022, General Municipal Election Ballot for the submission to the qualified voters for a proposed Ordinance amending the City's Transient Occupancy Tax ("Hotel Tax") by increasing the maximum rate from 10% to 12%; requesting the County of Los Angeles to consolidated said election with the Statewide General Election of even date; and setting rules and deadlines for arguments and rebuttals for and against the Measure.


AYES: Verlato, Tay, Danielson, and Beck  
NOES: None  
ABSENT: Cheng

After discussion a motion was made by Council Member Verlato, seconded by Council Member Tay, and carried on a roll call vote to adopt Resolution No. 7453 Calling for the placement of a General Tax Measure on the November 8, 2022, General Municipal Election Ballot for the submission to the qualified voters of a proposed Ordinance establishing a Sports Wagering Tax at a rate of up to 5% of Sports Wagering gross revenues received by qualified businesses withing the City; requesting the County of Los Angeles to consolidate said election with the Statewide General Municipal Election of even date; and setting rules and deadlines for arguments and rebuttals for and against the Measure.

AYES: Verlato, Tay, Danielson, and Beck  
NOES: None  
ABSENT: Cheng

### **13. ADJOURNMENT**

The City Council adjourned at 9:45 p.m. to Tuesday, August 16, 2022, at 6:00 p.m. in the City Council Conference Room.

  
\_\_\_\_\_  
Rachelle Arellano  
Deputy City Clerk



# STAFF REPORT

Office of the City Manager

**DATE:** August 16, 2022  
**TO:** Honorable Mayor and City Council  
**FROM:** Dominic Lazzaretto, City Manager  
By: Dr. Jennifer Brutus, Senior Management Analyst

**SUBJECT:** ORDINANCE NO. 2389 AMENDING ARCADIA MUNICIPAL CODE SECTION 4137 OF PART 3 OF CHAPTER 1 OF ARTICLE IV ("THE PUBLIC WELFARE, MORALS AND POLICY CODE") TO ESTABLISH PEAFOWL FEEDING PROHIBITIONS ON PRIVATE PROPERTY WITH AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

**Recommendation: Adopt**

## **SUMMARY**

At the July 19, 2022, Regular Meeting, the City Council unanimously introduced Ordinance No. 2389 amending Arcadia Municipal Code Section 4137 of Part 3 of Chapter 1 of Article IV ("The Public Welfare, Morals and Policy Code") to establish peafowl feeding prohibitions on private property with an exemption from the California Environmental Quality Act ("CEQA"). This agenda item would provide for the second reading and adoption of the Ordinance. The July 19, 2022, City Council Staff Report and proposed Ordinance No. 2389 are attached to this report for review.

## **RECOMMENDATION**

It is recommended that the City Council adopt Ordinance No. 2389 amending Arcadia Municipal Code Section 4137 of Part 3 of Chapter 1 of Article IV ("The Public Welfare, Morals and Policy Code") to establish peafowl feeding prohibitions on private property with an exemption from the California Environmental Quality Act ("CEQA").

Approved:

Dominic Lazzaretto  
City Manager

Attachments: Ordinance No. 2389  
July 19, 2022, City Council Staff Report

ORDINANCE NO. 2389

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING ARCADIA MUNICIPAL CODE SECTION 4137 OF PART 3 OF CHAPTER 1 OF ARTICLE IV ("THE PUBLIC WELFARE, MORALS AND POLICY CODE") TO ESTABLISH PEAFOWL FEEDING PROHIBITONS ON PRIVATE PROPERTY WITH AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

WHEREAS, the City of Arcadia is home to a large population of beautiful peafowl that add to the aesthetic of the City; however, peafowl can be destructive and disruptive to residents and property by destroying gardens, traveling in packs and blocking traffic, leaving droppings on roofs, screeching loudly, and other activities that cause a public nuisance; and

WHEREAS, when residents feed peafowl, it creates an unnatural attractant, causing large musters of peafowl in residential neighborhoods which disturb the peace and tranquility of Arcadia neighborhoods; and

WHEREAS, when peafowl congregate, it creates opportunities for the population to increase, with the birds laying more eggs if resources are abundant, resulting in unnatural reproductive rates of peafowl, further distressing their ecosystem which causes the peafowl to seek out resources in Arcadia neighborhoods; and

WHEREAS, Arcadia Municipal Code ("AMC") Section 4137 only restricts the feeding of peafowl on public property such as upon any public street, sidewalk or parkway; and

WHEREAS, the Arcadia City Council desires to amend AMC Section 4137 to prohibit feeding peafowl on private property, as residents have been known to feed peacocks things such as bread, seed and dog food while admiring the birds on their property; and



WHEREAS, on October 21, 2021, the Los Angeles County Board of Supervisors declared that feeding peafowl is a crime, making it a misdemeanor in unincorporated areas and the 44 cities that contract with the County for animal control services; and

WHEREAS, by establishing prohibitions on feeding peafowl on private property, the City will help discourage feeding, limit the growth of peafowl populations, and restore tranquility to neighborhoods in Arcadia; and

WHEREAS, feeding peafowl on private property will carry the same fines as feeding peafowl on public property. One violation is punishable by up to a \$1,000 fine, six months in jail, or both in accordance with AMC Section 1200.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. Section 4137 of Part 3 of Chapter 1 of Article IV of the Arcadia Municipal Code is hereby amended to read in its entirety as follows:

“4137. – FEEDING PROHIBITION.

No person shall feed or make any food or edible thing available to any animal or fowl (either domestic or nondomestic) in, on, or upon any public street, sidewalk or parkway; nor to any wild animal, such as peafowl, on private property. It is hereby declared a nuisance to feed peafowl on public or private property.”

SECTION 3. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the

activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of same to be published at least once in the official newspaper of the City within fifteen (15) days after its adoption. This Ordinance shall take effect on the thirty-first (31st) day after its adoption.


Passed, approved, and adopted this 16th day of August, 2022.

\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen P. Deitsch  
City Attorney

activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of same to be published at least once in the official newspaper of the City within fifteen (15) days after its adoption. This Ordinance shall take effect on the thirty-first (31st) day after its adoption.


Passed, approved and adopted this 19<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen P. Deitsch  
City Attorney



# STAFF REPORT

Office of the City Manager

**DATE:** July 19, 2022  
**TO:** Honorable Mayor and City Council  
**FROM:** Dominic Lazzaretto, City Manager  
By: Dr. Jennifer Brutus, Senior Management Analyst

**SUBJECT:** ORDINANCE NO. 2389 AMENDING ARCADIA MUNICIPAL CODE SECTION 4137 OF PART 3 OF CHAPTER 1 OF ARTICLE IV (“THE PUBLIC WELFARE, MORALS AND POLICY CODE”) TO ESTABLISH PEAFOWL FEEDING PROHIBITIONS ON PRIVATE PROPERTY WITH AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”)  
**Recommendation: Introduce**

## **SUMMARY**

The Arcadia Municipal Code (“AMC”) only prohibits feeding peafowl on public property. While peafowl are generally appreciated by Arcadians, feeding the animals creates an unnatural attractant, further adding to the population growth and disturbing the peace and tranquility of Arcadia neighborhoods. Therefore, it is recommended that the City Council introduce Ordinance No. 2389 (Attachment No. 1) updating the City’s animal feeding regulations to prohibit feeding peafowl on private property and declaring the feeding of peafowl a public nuisance.

## **BACKGROUND**

The City is home to a large population of peafowl that add to the aesthetic of the City; however, peafowl can be destructive and disruptive to residents and property by destroying gardens, traveling in packs and blocking traffic, leaving droppings on roofs, and screeching loudly. For this reason, many years ago, the City adopted an ordinance prohibiting the feeding of peacocks on public property.

When residents feed peafowl, it creates an unnatural attractant, causing unusually large musters of peafowl in residential areas. The resulting overpopulation of peafowl further distresses their ecosystem, which causes the peafowl to seek out resources in Arcadia neighborhoods such as flowers and vegetation planted on private properties.

The City has received numerous complaints from residents who report seeing their neighbors feed the peafowl. Residents who feed the peafowl things such as bread, seed,

and dog food while admiring the birds on their property are contributing to the growing population of peafowl in the City.

## **DISCUSSION**

In September of 2021, the City of San Marino adopted an ordinance prohibiting the feeding of peafowl; and on October 21, 2021, the Los Angeles County Board of Supervisors declared that feeding peafowl is a crime, making it a misdemeanor in unincorporated areas and the 44 cities that contract with the County for animal control services.

Unlike San Marino and LA County’s Peafowl Ordinances, which ban feeding peafowl in general, AMC Section 4137, which was established in 1959, only restricts the feeding of peafowl on public property such as in, on, or upon any public street, sidewalk, or parkway. The specification of “on public property” suggests that residents may be allowed to feed peafowl on private property. Therefore, it is recommended to amend AMC Section 4137 to clearly prohibit feeding peafowl on private property as well. By establishing prohibitions on feeding peafowl on private property, the City will help discourage feeding, limit the growth of the peafowl population, and alleviate the concentrations of peafowl that are disrupting the tranquility of some Arcadia neighborhoods.

Furthermore, AMC Section 4137 will be amended to state that feeding any “wild animals” on private property is prohibited. Since AMC Section 4137.6 currently prohibits the keeping of wild animals, not feeding wild animals on private property will further support this prohibition. In addition, Ordinance No. 2389 includes public nuisance language. By declaring that feeding peafowl is a public nuisance, staff can remedy violations by issuing an order to abate the feeding activity, issue citations, or pursue criminal prosecution, if necessary.

In the City, feeding peafowl on private property will carry the same fines as feeding peafowl on public property. One violation is punishable by up to a \$1,000 fine, six months in jail, or both in accordance with AMC Section 1200. It is anticipated that property owners will largely self-regulate. The City’s Code Enforcement staff and Police Department can assist with enforcement related activities; however, much of the enforcement is likely to be reactive in nature. The penalties and enforcement approach are consistent with neighboring cities who have adopted similar policies. That being said, it is highly likely that enforcement would follow the City’s general code enforcement approach of education first, a minimal fine if necessary, and then expanding fines and enforcement efforts for the few that are persistent violators.

## **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the

environment. Thus, this matter is exempt under CEQA under Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines.

### **FISCAL IMPACT**

There is a minimal impact to the General Fund for adopting Ordinance No. 2389. This will primarily consist of outreach to property owners regarding the new ordinance, as well as any additional calls for service related to enforcement. While fines are not expected to be common, they are intended to offset the cost of enforcement and education. There is sufficient funding in the City's Operating Budget to resource these requirements.

### **RECOMMENDATION**

It is recommended that the City Council introduce Ordinance No. 2389 to amend Arcadia Municipal Code Section 4137 of Part 3 of Chapter 1 of Article IV ("The Public Welfare, Morals and Policy Code") to establish peafowl feeding prohibitions on private property with an exemption from the California Environmental Quality Act ("CEQA").

Attachment No. 1: Ordinance No. 2389



# STAFF REPORT

Office of the City Manager

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Dominic Lazzaretto, City Manager  
By: Dr. Jennifer Brutus, Senior Management Analyst

**SUBJECT:** ORDINANCE NO. 2393 AMENDING THE ARCADIA MUNICIPAL CODE BY ADDING PART 10 TO CHAPTER 6 OF ARTICLE II ("THE ADMINISTRATION CODE") TO ESTABLISH AN ATTORNEY FEES RECOVERY PROVISION FOR PREVAILING LITIGATION RELATED TO ALL LOCAL TAX COLLECTION MATTERS WITH AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

**Recommendation: Adopt**

## SUMMARY

At the July 19, 2022, Regular Meeting, the City Council unanimously introduced Ordinance No. 2393 amending the Arcadia Municipal Code by adding Part 10 to Chapter 6 of Article II ("The Administration Code") to establish an attorney fees recovery provision for prevailing litigation related to all local tax collection matters with an exemption from the California Environmental Quality Act ("CEQA"). This agenda item would provide for the second reading and adoption of the Ordinance. The July 19, 2022, City Council Staff Report and proposed Ordinance No. 2393 are attached to this report for review.

## RECOMMENDATION

It is recommended that the City Council adopt Ordinance No. 2393 amending the Arcadia Municipal Code by adding Part 10 to Chapter 6 of Article II ("The Administration Code") to establish an attorney fees recovery provision for prevailing litigation related to all local tax collection matters with an exemption from the California Environmental Quality Act ("CEQA").

Approved:

Dominic Lazzaretto  
City Manager

Attachments: Ordinance No. 2393  
July 19, 2022, City Council Staff Report

ORDINANCE NO. 2393

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE ARCADIA MUNICIPAL CODE BY ADDING A PART 10 TO CHAPTER 6 OF ARTICLE II ("THE ADMINISTRATION CODE") TO ESTABLISH AN ATTORNEY FEES RECOVERY PROVISION FOR PREVAILING LITIGATION RELATED TO ALL LOCAL TAX COLLECTION MATTERS WITH AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

WHEREAS, in March 2021, the City of Arcadia ("City") was a party to prevailing litigation with Southern California Edison Corporation ("SCE") regarding the under-collection of Utility Users Tax ("UUT") as a result of SCE's improper application of greenhouse gas credits, which reduced the total tax base and resulted in less UUT revenue for the City; and

WHEREAS, the appellate court determined in *Torrance v. SCE* that greenhouse gas credits do not reduce the tax base and SCE shall provide prospective relief by starting to collect the tax properly for all SCE coalition clients such as the City; and

WHEREAS, according to the Arcadia Municipal Code ("AMC"), the City is entitled to penalties and interest as a result of improper assessment of UUT and simple negligence (such penalties in the amount of 15%). Currently, the AMC does not expressly contain an attorney fees recovery provision for collection of UUT; and

WHEREAS, several SCE Coalition Cities for similar tax collection matters have an attorney fees recovery provision in their Municipal Codes, and it is reasonable and appropriate for the City to be entitled to recover its attorney fees regarding enforcement of the collection of taxes due to the City; and

WHEREAS, it is in the best interest of the City to be reimbursed its attorney fees for all tax collection matters, including but not limited to current taxes established by ordinance such as UUT and Transit Occupancy Tax ("TOT"), and any future local taxes



established by ordinance hereinafter approved by the voters of the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2. Part 10 (“Attorney Fees”) of Chapter 6 (“Taxes”) of Article II (“Administration”) of the Arcadia Municipal Code is hereby added to read in its entirety as follows:

“PART 10 – ATTORNEY FEES

Section 2697. – Action to Collect Attorney Fees

Any tax required to be paid by any operator under the provisions of this Part shall be deemed a debt owed by the operator to the City. Any person owing money to the City under the provisions of this Part shall be liable in an action brought in the name of the City for the recovery of such amount. In any action to collect taxes under this Part, the prevailing party in the action or proceeding shall be entitled to recover reasonable attorney’s fees; however, the amount of attorney’s fees awarded to a prevailing party shall not exceed the amount of attorney’s fees incurred by the City in the action or proceeding, and an award of attorney’s fees shall only be allowed where the City elects, at the initiation of the action or proceeding, to seek recovery of its own attorney’s fees.

This Part applies to all tax collection matters including current local taxes by ordinance including but not limited to UUT and Transit Occupancy Tax (“TOT”); and any other future local taxes by ordinance hereinafter added by the voters of the City.”

SECTION 3. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060©(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of same to be published at least once in the official newspaper of the City within fifteen (15) days after its adoption. This Ordinance shall take effect on the thirty-first (31st) day after its adoption.

[SIGNATURES ON THE NEXT PAGE]


Passed, approved, and adopted this 16th day of August, 2022.

\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen P. Deitsch  
City Attorney



# STAFF REPORT

Office of the City Manager

**DATE:** July 19, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Dominic Lazzaretto, City Manager  
By: Dr. Jennifer Brutus, Senior Management Analyst  
Chile Gomez, Administrative Intern

**SUBJECT:** ORDINANCE NO. 2393 AMENDING THE ARCADIA MUNICIPAL CODE BY ADDING PART 10 TO CHAPTER 6 OF ARTICLE II (“THE ADMINISTRATION CODE”) TO ESTABLISH AN ATTORNEY FEES RECOVERY PROVISION FOR PREVAILING LITIGATION RELATED TO ALL LOCAL TAX COLLECTION MATTERS WITH AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”)  
**Recommendation: Introduce**

## **SUMMARY**

In 2021, the City of Arcadia was a prevailing party in litigation with Southern California Edison Corporation (“SCE”) due to SCE’s under collection of Utility Users Tax (“UUT”), resulting in lost UUT revenue for the City. The City is entitled to penalties as a result of a tax operator’s improper assessment of UUT, but not attorney fees as no section of the Arcadia Municipal Code explicitly calls for this type of restitution. If the City were to become involved in future litigation with any another local tax collector, it is in the best interest of the City to be able to recover its attorney fees. Therefore, it is recommended that City Council introduce Ordinance No. 2393 (Attachment No. 1) updating the City Code to establish an attorney fees recovery provision for all tax collection matters, including but not limited to current local taxes established by ordinance such as UUT and Transit Occupancy Tax (“TOT”), and any future local taxes established by ordinance hereinafter approved by the voters of the City.

## **BACKGROUND**

The City has been party to ongoing litigation with Southern California Edison, in which the City is one of many cities (the SCE Coalition Clients) being represented in a case involving SCE’s under collection of UUT, which resulted in a loss of revenue for the City. The appellate court ruled in favor of the SCE Coalition Clients and directed that SCE start to collect the tax properly.

According to the Arcadia Municipal Code, the City is entitled to penalties and interest as a result of the improper assessment of UUT and simple negligence (in the amount of 15%). However, the City Code is silent on whether the City is also entitled to recovery of attorney fees in a legal matter such as this.

Of all the SCE Coalition Cities, 67%, or 27 cities, have an attorney fees recovery provision in their Municipal Codes. Therefore, it is in the best interest of the City, when it is a prevailing party in any action, to be entitled to recover its attorney fees.

### **DISCUSSION**

If the City were to become involved in similar future litigation with any local tax collector, it is in the best interest of the City to be reimbursed its attorney fees. Thus, the City Code should be amended to add an attorney fees recovery provision for all tax collection matters, including but not limited to current taxes established by ordinance such as UUT, TOT, or any future local taxes imposed by the voters of the City.

As a result of this amendment, the City will be entitled to recover reasonable attorney's fees when determined to be the prevailing party in any action or proceeding involving tax matters. Under the new sections, any action to collect by a prevailing party shall not exceed the amount of the City's actual attorney fees incurred in the action or proceeding; and the City must also elect, at the initiation of the action or proceeding, to seek recovery of its own attorney's fees.

It should be noted that the City Code already includes language for recovery of attorney fees in matters related to public nuisances or code enforcement cases. Ordinance No. 2393 will serve as a catch-all attorney fees recovery provision for actions by the City to collect taxes.

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA under Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines.

### **FISCAL IMPACT**

As a result of adopting Ordinance No. 2393, the City will help increase cost recovery in prevailing litigation related to tax collection matters involving current and future local taxes by ordinance.

**RECOMMENDATION**

It is recommended that the City Council introduce Ordinance No. 2393 to amend the Arcadia Municipal Code by adding Part 10 to Chapter 6 of Article II (“The Administration Code”) to establish an attorney fees recovery provision for prevailing litigation related to all local tax collection matters with an exemption from the California Environmental Quality Act (“CEQA”).

Attachment No. 1: Ordinance No. 2393



# STAFF REPORT

Administrative Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Hue C. Quach, Administrative Services Director  
Henry Chen, Financial Services Manager/City Treasurer

**SUBJECT:** RESOLUTION NO. 7455 DETERMINING THE AMOUNT OF REVENUE TO BE RAISED FROM PROPERTY TAXES FOR FISCAL YEAR 2022-23 TO PAY FOR THE DEBT SERVICE ON THE 2021 GENERAL OBLIGATION REFUNDING BONDS

**Recommendation: Adopt**

## **SUMMARY**

The City of Arcadia ("City") has two General Obligation Bonds supported by voter approved levies. The Series 2011 issuance was to fund the building of a grade separation at the intersection of Santa Anita Avenue and the Gold Line right-of-way alignment, and the General Obligation Bonds Series 2012 are refunding bonds, replacing the Series 2001 General Obligation Bonds, which were used to finance the construction of the City's police station. In 2021, these bonds were refinanced into the 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project). Annually, the City Council is required to adopt a resolution to establish the supplemental taxes collected to make debt service payments for the outstanding General Obligation Bonds. The rates established for Fiscal Year 2022-23 are estimated to generate tax revenue of \$423,000 and \$417,000 for the 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project), respectively, and will be paid directly by property owners as part of their annual property tax bills.

It is recommended that the City Council adopt Resolution No. 7455 determining the amount of revenue to be raised from property taxes for Fiscal Year 2022-23 to pay for the debt service on the 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project).

## **BACKGROUND**

The issuance of Series 2001 General Obligation Bonds was approved in a special election held on November 2, 1999, and the Series 2011 issuance was approved by the voters in the April 11, 2006, election. Both issues were passed with more than two-thirds of the votes cast in favor of the agreed indebtedness with the principal and interest payable from taxes levied upon taxable property within the City. In 2012, the bond market provided an opportunity to refinance the Series 2001 General Obligation Bonds. General Obligation Bonds Series 2012 were issued on November 6, 2012, solely for the refunding of the Series 2001, providing savings of approximately \$1 million for taxpayers over the life of the bonds. Both the 2011 and 2012 Bonds are payable entirely by ad valorem property taxes levied on behalf of the City and collected by Los Angeles County.

In 2021, with interest rates near historical lows due to the COVID-19 pandemic, conditions provided another opportunity to refinance both Series 2011 and 2012 of the General Obligation Bonds. A private placement with Sterling Bank (subsequently acquired by Webster Financial) was completed to refinance both the 2011 and 2012 Series General Obligation Bonds. The transaction closed on November 23, 2021, and the private placement will yield roughly \$840,000 in savings to taxpayers over the life of the bonds.

Each year, a resolution must be adopted by the City Council to determine the amount of revenue required to be raised from property taxes to pay for the debt service on the General Obligation Bonds. This information is the basis for establishing tax rates, which are forwarded to Los Angeles County and will be applied to properties within the City's boundaries.

## **DISCUSSION**

A separate schedule (Exhibit "A") illustrating the calculation of the tax rate is attached to provide detail of the debt service payments, the assessed valuations, beginning balances, estimated expenditures, and the proposed tax rate for Fiscal Year 2022-23. The levy rate for Series 2021 General Obligation Refunding Bonds (Series Bond Measure A) is 0.002162%, in comparison to 0.003243% last year, and the tax rate for the 2021 General Obligation Refunding Bonds (Series Police Station Project) is 0.002131% versus 0.002339% for the prior year. The reduction in the tax rates is due to the 4.02% increase in the City's property assessed value for Fiscal Year 2022-23, along with the reduced debt service payment from the bond refinancing. With these rates, a home valued at \$1,000,000 would pay \$21.62 in taxes for the Series Bonds Measure A Bonds and \$21.31 for the Series Police Station Project Bonds as part of their annual property tax payments. The total expected savings to taxpayers over the remaining life of the bonds from the refinancing are expected to be roughly \$840,000.



The Fiscal Year 2022-23 debt service payments for the Series Bonds Measure A Bond totals \$524,000, of which \$467,000 represents Principal and \$57,000 is Interest. For the Series Police Station Project Bond, the total amount due in Fiscal Year 2022-23 is \$405,000, including \$363,000 for Principal and \$42,000 for Interest.

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

### **FISCAL IMPACT**

No General Fund costs are incurred through this action. The rates established for Fiscal Year 2022-23 are estimated to generate tax revenue of \$423,000 and \$417,000 for the 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project), respectively, and will be paid directly by property owners as part of their annual property tax bills. These tax revenues will be added to each bond fund’s existing fund balances for debt service payments occurring in Fiscal Year 2022-23.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7455 determining the amount of revenue to be raised from property taxes for Fiscal Year 2022-23 to pay for the debt service on the 2021 General Obligation Refunding Bonds.

Approved:



Dominic Lazzaretto  
City Manager

Attachments: Exhibit “A” – Calculation of Tax Rate  
Resolution No. 7455

**Exhibit "A"**  
**Calculation of Tax Rate**

General Obligation Bonds	Balance Available (1) 7-01-22	2022-23 Assessed Valuations	Estimated Tax Revenue	Debt Service (2)	% Tax Rates 2022-23 (3)
2021 Series Measure A	\$602,000	\$19,565,679,282	\$423,000	\$524,000	0.002162%
2021 Series Police Station	\$385,200	\$19,565,679,282	\$417,000	\$405,000	0.002131%

- (1) Excess fund balance is included to ensure that positive cash balance is available for the debt service payments on August 1, 2022.
- (2) Per debt service schedule below.
- (3) For comparison, the levy rate from last year was 0.003243% and 0.002339% for Series 2021 General Obligation Refunding Bonds (Series Bond Measure A and Series Police Station Project), and their first-year levy rates were 0.006621% and 0.009657% in 2011 and 2001, respectively.

**DEBT SERVICE PAYMENT SCHEDULE:**

	<b>2021 G.O. Bond Series Measure A</b>	<b>2021 G.O. Bond Series Police Station</b>
Principal	\$467,000	\$363,000
Interest	\$57,000	\$42,000
<b>Total</b>	<b>\$524,000</b>	<b>\$405,000</b>

RESOLUTION NO. 7455

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DETERMINING THE AMOUNT OF REVENUE TO BE RAISED FROM PROPERTY TAXES FOR FISCAL YEAR 2022-23 TO PAY FOR THE DEBT SERVICE ON THE 2021 GENERAL OBLIGATION REFUNDING BONDS (SERIES BOND MEASURE A AND SERIES POLICE STATION PROJECT)

WHEREAS, in a special election held on November 2, 1999, City of Arcadia voters approved the issuance of General Obligation Bonds Series 2001 in the principal of \$8 million for the construction of a police facility; the 2001 Bonds were defeased by the issuance of General Obligation Bonds Series 2012 on November 6, 2012; the 2012 Bonds were defeased by the issuance of General Obligation Refunding Bonds (Series Police Station Project) on November 23, 2021, and property taxes are to be raised for the principal and interest payments of the indebtedness through tax levy; and

WHEREAS, in the general municipal election held on April 11, 2006, City of Arcadia voters approved the issuance of General Obligation Bonds Series 2011 in the principal of \$8 million for the construction of a grade separation, which is located at the intersection of Santa Anita Avenue and the Foothill Extension of the Metropolitan Transit Authority Gold Line; the 2011 Bonds were defeased by the issuance of General Obligation Refunding Bonds (Series Bond Measure A) on November 23, 2021 and property taxes are to be raised for the principal and interest payments of the indebtedness through tax levy.

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

SECTION 1. The following is the amount of revenue necessary during Fiscal Year 2022-23 to pay for the authorized debt service on the above-described Bonds:

Series 2021 General Obligation Refunding Bonds

(Series Police Station): \$423,000

Series 2021 General Obligation Refunding Bonds

(Series Measure A): \$417,000

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.


Passed, approved and adopted this 16th day of August, 2022.

\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen P. Deitsch  
City Attorney



# STAFF REPORT

Fire Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Barry R. Spriggs, Fire Chief  
By: Tom Devlin, Battalion Chief

**SUBJECT:** RESOLUTION NO. 7456 AMENDING THE FISCAL YEAR 2022-23 EQUIPMENT REPLACEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PURCHASE AND UPFITTING OF TWO (2) NEW RESCUE AMBULANCES IN THE AMOUNT OF \$452,456, OFFSET BY A REDUCTION IN THE EQUIPMENT REPLACEMENT RESERVE FUND; AND APPROVING A PURCHASE ORDER WITH EMERGENCY VEHICLE GROUP FOR THE PURCHASE OF TWO (2) NEW 2023 DODGE RAM 5500 TWO-WHEEL DRIVE ROAD RESCUE ULTRAMEDIC TYPE I AMBULANCES IN THE AMOUNT OF \$812,956

**Recommendation: Adopt and Approve**

## **SUMMARY**

The Fire Department has two (2) existing rescue ambulances that have reached their time for replacement. After exploring possible purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, enables the City of Arcadia ("City") to streamline the process of procuring the rescue ambulances, and receive the best price possible.

It is recommended that the City Council adopt Resolution No. 7456 amending the Fiscal Year 2022-23 Equipment Replacement Program Budget, authorizing a supplemental budget appropriation for the purchase and upfitting of two (2) new rescue ambulances in the amount of \$452,456, offset by a reduction in the Equipment Replacement Reserve Fund, and approving a Purchase Order with Emergency Vehicle Group for the purchase of two (2) new 2023 Dodge Ram 5500 two-wheel drive Road Rescue Ultramedic Type I Ambulances through Sourcewell's contract pricing in the amount of \$812,956.

## **BACKGROUND**

The City's Vehicle Replacement Plan includes a seven-year replacement cycle for rescue ambulances based on age, mileage, and level of reliability. The Fire Department has a

total of three (3) rescue ambulance vehicles: two (2) as frontlines, and one (1) as reserve. The existing two (2) 2015 rescue ambulances (asset nos. 80348 and 80352) are on 2015 Chevrolet chassis and have reached their maximum recommended age criteria for replacement. Over the years, their chassis have continually and increasingly required maintenance and repairs almost on a weekly basis, adding extra costs for their upkeep. As such, for this Fiscal Year, the City's Equipment Replacement Budget included \$360,500 for the replacement of one (1) rescue ambulance (asset No. 80348), while the other rescue ambulance (asset no. 80352) was budgeted for replacement in Fiscal Year 2023-24.

## **DISCUSSION**

The Fire Department reviewed the overall situation with these vehicles and is recommending purchasing both vehicles this Fiscal Year, for the following primary reasons: age of vehicles, high usage (about 65% of the department's annual incident calls are medical calls), ongoing apparatus problems that the department had been experiencing over time (e.g., vehicle emissions system and engine failures), and the exceedingly long wait times to custom-build and deliver this type of apparatus due to current nationwide supply chain issues. For these reasons, replacement of these vehicles this Fiscal Year is vital for the Fire Department to continue delivering uninterrupted critical ground emergency medical transportation to the community.

For the past two years, the State has faced nationwide supply chain issues brought upon by a confluence of challenges, from the pandemic to inflation to shortage of products and materials while consumer demands persist. The purchase of ambulance vehicles is no exception. The chassis and vehicle construction of an ambulance are specially designed to meet the conditions of each ground emergency medical provider. During pre-pandemic times, it typically takes approximately eight months to complete the design and custom-build for one rescue ambulance, whereas presently, it could take up to 20 months. After much evaluation and consideration, staff determined that purchasing two (2) new rescue ambulances concurrently during this Fiscal Year is the most prudent option to ensure that the department receives the apparatus without further delay, and by taking advantage of the available pricing afforded by Sourcewell's cooperative purchasing program.

The California Government Code authorizes public agencies to participate in cooperative purchase agreements such as those established by Sourcewell while remaining within the City's adopted rules and procedures for purchasing. Sourcewell is a State of Minnesota agency and service cooperative purchasing program that was created under the laws of the State of Minnesota (Statutes Section 123A.21) that offers cooperative procurement solutions to all U.S. public agencies. By utilizing a cooperative purchasing program, the City is able to streamline the procurement process for these services at a lower cost than the traditional competitive bidding process. Cooperative purchasing agreements also leverage economies of scale to enable vendors to provide goods and services at reduced costs. Sourcewell awarded a contract to Emergency Vehicle Group

(“EVG”), which meets the City’s procurement requirements and the department’s specifications in purchasing similar emergency vehicles.

**Request for Budget Appropriation**

The existing two (2) 2015 Chevrolet Express 3500 Road Rescue Ambulances will be replaced with two (2) new 2023 Dodge Ram two-wheel Road Rescue Ultramedic Type I ambulances.

Each rescue ambulance vehicle costs \$406,478 or \$812,956 in total for both vehicles. Funds in the amount of \$360,500 are budgeted in Fiscal Year 2022-23 Equipment Replacement Program Budget for replacing one (1) new ambulance. Funds would have been added to the Fiscal Year 2023-24 budget for the second vehicle, but to cover the total cost for replacing and purchasing two new vehicles now will require an additional \$452,456. For a breakdown of the additional appropriation being requested for this purchase, see the table below:

<b>Equipment Description</b>	<b>Amount</b>
A. <b>Fiscal Year 2022-23</b> Equipment Replacement Budget for <b>one (1) new rescue ambulance</b>	\$360,500
B. Replacement and Purchase of <b>two (2) new rescue ambulances @ \$406,478 each</b>	- \$812,956
C. Additional cost needed to replace and purchase two (2) new rescue ambulances (difference of A - B): <b>Appropriation Request</b>	<b>= (\$452,456)</b>

Given the uncertainty of the market and the rising inflation rate, approximately \$58,770 could be realized in savings by moving the other rescue ambulance (asset no. 80352) for replacement this Fiscal Year. This estimated cost savings by moving up the purchase is based on two cost factors: (a) to prevent incurring \$23,200 in additional maintenance/repair costs; and (b) to avoid pending CPI increases through next year that could be as high as 8.75% (the average CPI increase for most western cities according to the latest data from the US Bureau of Labor statistics). This means that the purchase of one ambulance could increase up to 8.75% or \$35,567 (from \$406,478 to \$442,045). Incidentally, it is worth noting that these increases do not take into account next year’s possible change in piggybacking cost, when the City has to apply a new cooperative purchasing pricing to replace the other rescue ambulance, as bid costs would most likely be escalating during this period as well.

Equally important, the 12-month delay to design and custom-build a rescue ambulance (from 8 months to 20 months of project completion) due to national chain supply issues, is one of the major considerations for this proposal. Key to this decision is that fact that medical response times are critical, and the Fire Department requires its rescue ambulances to be fully functional and in optimal condition as it responds to thousands of medical calls annually. Although the Fire Department has been operating satisfactorily with its three (3) rescue ambulances (2 frontlines and 1 reserve), taking at least one emergency transport vehicle out of service could significantly impact the Fire Department's overall ground emergency medical response and services to the community.

In summary, given both anticipated cost savings and national supply chain issues, it is recommended that the City Council purchase two (2) new rescue ambulances this Fiscal Year.

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

### **FISCAL IMPACT**

The Fiscal Year 2022-23 Equipment Replacement Program Budget included \$360,500 for the purchase of one (1) new rescue ambulance vehicle. EVG's Sourcwell cooperating pricing cost per ambulance is \$406,478. The total cost to replace and purchase two (2) new 2023 Dodge Ram Road Rescue Ultramedic Type I ambulances at this time is \$812,956. Thus, an additional \$452,456 is needed to cover the entire cost of purchasing two (2) new 2023 Dodge Ram Road Rescue ambulance vehicles and avoid additional repair costs and downtime over the next several years.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and is, therefore, exempt under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7456 amending the Fiscal Year 2022-23 Equipment Replacement Program Budget, authorizing a supplemental budget appropriation for the purchase and upfitting of two (2) new rescue ambulances in the amount of \$452,456,



Resolution No. 7456 for Supplemental Budget Appropriation and  
PO with Emergency Vehicle Group  
August 16, 2022  
Page 5 of 5

offset by a reduction in the Equipment Replacement Reserve Fund; and approving a Purchase Order with Emergency Vehicle Group for the purchase of two (2) new 2023 Dodge Ram 5500 two-wheel drive Road Rescue Ultramedic Type I ambulances in the amount of \$812,956.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Resolution No. 7456

RESOLUTION NO. 7456

RESOLUTION NO. 7456 AMENDING THE FISCAL YEAR 2022-23 EQUIPMENT REPLACEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PURCHASE AND UPFITTING OF TWO (2) NEW RESCUE AMBULANCES IN THE AMOUNT OF \$452,456, OFFSET BY A REDUCTION IN THE EQUIPMENT REPLACEMENT RESERVE FUND; AND APPROVING A PURCHASE ORDER WITH EMERGENCY VEHICLE GROUP FOR THE PURCHASE OF TWO (2) NEW 2023 DODGE RAM 5500 TWO-WHEEL DRIVE ROAD RESCUE ULTRAMEDIC TYPE I AMBULANCES IN THE AMOUNT OF \$812,956

WHEREAS, during Fiscal Year 2022-23, the Arcadia Fire Department has experienced unexpected delays due to supply chain issues; and

WHEREAS, the unexpected supply chain issues have significantly delayed the production and delivery of rescue ambulances and associated equipment; and

WHEREAS, the Purchase Order of two rescue ambulances simultaneously will meet the needs of the City's Vehicle Replacement Plan; and

WHEREAS, an amendment of the Fiscal Year 2022-23 Equipment Replacement Program Budget authorizing a supplemental budget appropriation is needed to purchase and upfit two (2) 2023 Dodge Ram 5500 two-wheel drive rescue ambulances in the amount of \$910,960; and

WHEREAS, the supplemental budget appropriation will be offset by a reduction in the Equipment Replacement Reserve Fund; and

WHEREAS, an approval of a Purchase Order with Emergency Vehicle Group ("EVG") will allow for the purchase of two (2) 2023 Dodge Ram 5500 two-wheel drive Road Rescue Ultramedic Type 1 ambulance; and

WHEREAS, the City Manager has certified that there are sufficient reserves

available in the Equipment Replacement Reserve Fund.

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

SECTION 1. The sum of \$452,456 is hereby appropriated in the Fire Department budget for the forgoing purposes, offset with an equal reduction in the Equipment Replacement Reserve Fund.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 16th day of August, 2022.

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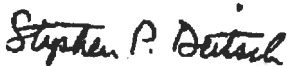
Mayor of the City of Arcadia

ATTEST:

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City Clerk

APPROVED AS TO FORM:



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Stephen P. Deitsch  
City Attorney



# STAFF REPORT

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Police Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Roy Nakamura, Chief of Police  
By: Amber Abeyta, Management Analyst

**SUBJECT:** RESOLUTION NO. 7457 AMENDING THE FISCAL YEAR 2022-23 GENERAL FUND AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION IN THE POLICE DEPARTMENT FOR CROSSING GUARD SERVICES IN THE AMOUNT OF \$15,820, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE; AND PROFESSIONAL SERVICES AGREEMENT WITH ALL CITY MANAGEMENT SERVICES  
**Recommendation: Adopt and Approve**

## **SUMMARY**

The City has a Professional Services Agreement with All City Management Services for crossing guard services, which expired on June 30, 2022. A Request for Proposals (“RFP”) was issued on May 16, 2022. One proposal was received in response to the RFP, which was submitted by the City’s current crossing guard services contractor, All City Management Services (“ACMS”). It is recommended that the City Council adopt Resolution No. 7457 amending the Fiscal Year 2022-23 General Fund Budget authorizing a supplemental appropriation in the Police Department for crossing guard services in the amount of \$15,820, offset by a reduction in the General Fund Reserve; and approve, and authorize and direct the City Manager to execute a Professional Services Agreement with ACMS for the period of September 1, 2022, through June 30, 2025, with an option of three, one-year renewals.

## **BACKGROUND**

In 2000, as a long-term cost savings strategy, the City opted to enter into a Professional Services Agreement with ACMS to provide crossing guards for the City of Arcadia. ACMS is a full-service contractor that specializes in providing school crossing guard services. The company provides services to handle recruitment, local hiring, conducting background clearance in compliance with Department of Justice standards, initial and ongoing training, payroll and administrative support, coordination of assigning qualified substitutes during absences, local supervision, and communicating with school and site safety inspectors. They have been in business since 1985, are currently the largest

provider of school crossing guard services in the area and employ over 3,500 crossing guards for over 150 agencies, including 12 local agencies.

Prior to contracting with a crossing guard service provider, City staff provided crossing guard services and the Arcadia Police Department (“Department”) managed the operation. The Department was continually using staff members, including police officers, to fill vacant posts that occurred because of sickness or injury to crossing guards. For the past 22 years while this service has been contracted out, the Department has not had to use any staff, nor been required to provide oversight to crossing guard operations, other than designating a staff member to monitor Agreement compliance. Further, the City has recognized a cost savings in worker’s compensation insurance and liability management.

It should be noted that the contract with ACMS which expired on June 30, 2022, has been extended to August 31, 2022, to ensure crossing guard services are available when schools reopen on August 17-18, 2022.

## **DISCUSSION**

An RFP was issued on May 16, 2022. The RFP was also published twice in the Arcadia Weekly as well as listed on the City of Arcadia’s website. After a one-month submission period, one crossing guard services proposal was received from the City’s current provider, ACMS. Prior to opening the RFP, the Department researched other contract companies available to provide crossing guard services in the San Gabriel Valley and reached out to neighboring cities for recommendations. It was discovered that ACMS is the only company that has responded to various local RFPs for Crossing Guard Services for the past several years and is believed to be the only company that currently provides crossing guard services in the area.

The proposal provided by ACMS meets all the requirements of the RFP. The cost proposed by ACMS for the first three years of the PSA will start at \$289,920 for Year 1 (FY 2022-23), followed by \$303,736 for Year 2 (FY 2023-24) and will remain the same at \$303,736 for Year 3 (FY2024-25). In addition, ACMS has requested that during the PSA term the City allow a request for a price increase due to any legally mandated increases in wages and benefits imposed in the state or municipality in which the services are to be performed and to which ACMS’ employees would be subject to.

The overall proposed cost compared to the last year (FY 2021-22) of the ACMS contract with the City is an increase of approximately 15%; with 11% occurring during Year 1, 4% during Year 2 and no increase during Year 3. According to ACMS, the increase in cost is due to hiring challenges that have impacted all sectors of the labor market, across the nation. In addition, ACMS’s workforce has historically maintained an average age of approximately 64 years old. Since COVID and as a direct result of lives lost and the risks inherent with this age group, ACMS has lost a significant portion of

their workforce. The net effect has been a younger workforce that expects and demands wages higher than minimum wage. Furthermore, factor in a higher cost of living, the rising cost of gas with most crossing guards required to go back and forth to work between two-to-four times a day, the demand for higher wages is predictable and warranted.

The amount budgeted in the Department's Fiscal Year 2022-23 Operating Budget for crossing guard services is \$274,100 and does not cover the total cost proposed by ACMS for Year 1, which is \$289,920. Therefore, a budget appropriation in the amount of \$15,820 is being requested to cover this unforeseen cost increase.

All City Management Services has provided satisfactory services over time and has the skills and staffing necessary to carry out the services required in the proposed Agreement. Therefore, it is recommended that the City Council adopt Resolution No.7457 to cover the increase in crossing guard costs for Fiscal Year 2022-23; and approve a new Agreement with ACMS for crossing guard services for the period of September 1, 2022, through June 30, 2025, with the option to renew on a year-to-year basis for three additional one-year periods.

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

Most of the cost (\$274,100) for Year 1 has been budgeted in the Department's Fiscal Year 2022-23 Operating Budget; however, a budget appropriation in the amount of \$15,820 is needed to cover this year's remaining balance. The remaining years will be budgeted in their respective Operating Budgets for Fiscal Year 2023-24 and Fiscal Year 2024-25.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7457 amending the Fiscal Year 2022-23 General Fund Budget authorizing a supplemental appropriation in the Police Department for crossing guard services in the amount of \$15,820, offset by a reduction in the General Fund Reserve; and approve, and authorize and direct the City Manager to execute a Professional Services Agreement with All City Management Services.

Resolution No. 7457 and Professional Services Agreement with ACMS for Crossing  
Guard Services  
August 16, 2022  
Page 4 of 4

Approved:



Dominic Lazzaretto  
City Manager

Attachments: Proposed Professional Services Agreement with ACMS  
Resolution No. 7457 for Fiscal Year 2022-23 Crossing Guard Services  
Budget Appropriation

**CITY OF ARCADIA  
PROFESSIONAL SERVICES AGREEMENT REGARDING  
CROSSING GUARD SERVICES**

This Agreement is made and entered into as of [REDACTED], 20[REDACTED] by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and All City Management Services, a California Corporation with its principal place of business at 10440 Pioneer Blvd, Suite 5, Santa Fe Springs, CA, 90670 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

Crossing Guard Services  
(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. The total amount paid for services rendered by the Consultant under this Agreement is the sum of eight hundred ninety-seven thousand, three hundred ninety-two dollars (\$897,392). Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis. In addition, during this term the Consultant may request a price increase due to any legally mandated increases in wages and benefits imposed in the state or municipality in which the services are to be performed and to which the Consultants' employees would be subject to.



3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from September 1, 2022, through June 30, 2025, unless earlier terminated as provided herein. The City shall solely have the option to extend the initial Term for up to three (3) successive one-year periods, which shall be deemed to be part of the Term upon exercise of such option by means of written notice to Consultant. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability

- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts

indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

e. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

f. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

g. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

h. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

i. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and

agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

16 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination

occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

17 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign David Mecusker as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Arcadia  
240 West Huntington Drive  
Arcadia, CA 91066  
Attn: John Bonomo, Administrative Sergeant

CONSULTANT:

All City Management Services  
10440 Pioneer Blvd., Suite 5  
Santa Fe Springs, CA 90670  
Attn: David Mecusker, Marketing & Contracts  
Manager

and shall be effective upon receipt thereof.



21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

28. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON FOLLOWING PAGE]**

DRAFT

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARCADIA  
AND ALL CITY MANAGEMENT SERVICES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ARCADIA

All City Management Services

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

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

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

Its: \_\_\_\_\_

ATTEST:

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

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

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

APPROVED AS TO FORM

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

By: \_\_\_\_\_  
Stephen P. Deitsch  
City Attorney

Its: \_\_\_\_\_

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

EXHIBIT "A"  
Scope of Services

**SCOPE OF SERVICES**

The Arcadia Police Department will utilize Consultant to provide crossing guard services at intersections near schools during the school year for an average of 10,900 hours.

There are seventeen (17) locations in the City in which crossing guards are necessary in order to provide coverage for nine (9) school sites.

**ARCADIA CROSSING GUARD SERVICE LOCATIONS**

1. Holly Avenue and Lemon Avenue
2. Camino Grove Avenue and Encino Avenue
3. 6<sup>th</sup> Avenue and Camino Grove Avenue
4. Le Roy Avenue and Santa Anita Avenue
5. 1<sup>st</sup> Avenue and Camino Real Avenue
6. 1<sup>st</sup> Avenue and Diamond Street
7. 1<sup>st</sup> Avenue and California Street
8. 2<sup>nd</sup> Avenue and Sycamore Avenue
9. Highland Oaks Drive and Sycamore Avenue
10. Oakwood Avenue and Virginia Road
11. Santa Anita Avenue and Virginia Road
12. Le Roy Avenue and Holly Avenue
13. Duarte Road and Holly Avenue
14. Woodruff Avenue and Longley Way
15. Las Tunas Drive and Warren Way
16. De Anza Place and Altura Road
17. Hugo Reid Drive and Altura Road

\*These locations are subject to change at any time.

**LIST OF SCHOOLS REQUIRING CROSSING GUARD SERVICES  
ARCADIA UNIFIED SCHOOL DISTRICT**

Baldwin Stocker Elementary School  
422 W. Lemons Avenue  
Arcadia, CA 91007

Dana Middle School  
1401 S. 1st Avenue  
Arcadia, CA 91006

Camino Grove Elementary School  
700 Camino Grove Avenue  
Arcadia, CA 91006

First Avenue Middle School  
301 S. First Avenue  
Arcadia, CA 91006

Highland Oaks Elementary School  
10 Virginia Road  
Arcadia, CA 91006

Foothills Middle School  
171 E. Sycamore Avenue  
Arcadia, CA 91006

Holly Avenue Elementary School  
360 W. Duarte Road  
Arcadia, CA 91007

Longely Way Elementary School  
2601 Longley Way  
Arcadia, CA 91007

Hugo Reid Elementary School  
Elementary Campus:  
1000 Hugo Reid Drive  
Arcadia, CA 91007  
Primary Campus:  
1153 De Anza Place  
Arcadia, CA 91007

There may be a need for summer school, which should be able to be billed as needed. In addition, in the event that crossing guard services are needed for special events, the City shall communicate extra crossing guard needs to the Consultant and the Consultant shall bill the City as necessary.

**CROSSING GUARD SCHEDULE**

		<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>Baldwin Stocker Elementary School</b>	<b>Holly Avenue and Lemon Avenue</b>					
	AM Shift (1 hour)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
	PM Shift (1 hour)	2:15 PM - 3:15 PM	1:00 PM - 2:00 PM	2:15 PM - 3:15 PM	2:15 PM - 3:15 PM	2:15 PM - 3:15 PM
<b>Camino Grove Elementary School</b>	<b>Camino Grove Avenue and Encino Avenue</b>					
	AM Shift (1 hour)	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM
	PM Shift (1 hour)	2:20 PM - 3:15 PM	2:20 PM - 3:15 PM	1:30 PM - 2:30 PM	2:20 PM - 3:15 PM	2:20 PM - 3:15 PM
<b>Camino Grove Elementary School</b>	<b>6<sup>th</sup> Avenue and Camino Grove Avenue</b>					
	AM Shift (1 hour)	7:50 AM - 8:50 AM	7:50 AM - 8:50 AM	7:50 AM - 8:50 AM	7:50 AM - 8:50 AM	7:50 AM - 8:50 AM
	PM Shift (1 hour)	2:20 PM - 3:20 PM	2:20 PM - 3:20 PM	1:30 PM - 2:30 PM	2:20 PM - 3:20 PM	2:20 PM - 3:20 PM
<b>Dana Middle School</b>	<b>Le Roy Avenue and Santa Anita Avenue</b>					
	AM Shift (1 hour)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
	PM Shift (1 hour)	2:45 PM - 3:45 PM	2:45 PM - 3:45 PM	1:45 PM - 2:45 PM	2:45 PM - 3:45 PM	2:45 PM - 3:45 PM
<b>Dana Middle School</b>	<b>1<sup>st</sup> Avenue and Camino Real Avenue</b>					
	AM Shift (1 hour)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
	PM Shift (1 hour)	2:45 PM - 3:45 PM	2:45 PM - 3:45 PM	1:45 PM - 2:45 PM	2:45 PM - 3:45 PM	2:45 PM - 3:45 PM
<b>First Avenue Middle School</b>	<b>1<sup>st</sup> Avenue and Diamond Street</b>					
	AM Shift (1 hour)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
	PM Shift (1 hour)	3:00 PM - 3:45 PM	2:00 PM - 2:45 PM	3:00 PM - 3:45 PM	2:00 PM - 2:45 PM	3:00 PM - 3:45 PM

Updated Feb. 2020

<b>First Avenue Middle School</b>	<b>1<sup>st</sup> Avenue and California Street</b>	AM Shift (1 hour)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
		PM Shift (1 hour)	3:00 PM - 3:45 PM	2:00 PM - 2:45 PM	3:00 PM - 3:45 PM	2:00 PM - 2:45 PM	3:00 PM - 3:45 PM
<b>Foothills Middle School</b>	<b>2<sup>nd</sup> Avenue and Sycamore Avenue</b>	AM Shift (1 hour)	7:40 AM - 8:40 AM	7:40 AM - 8:40 AM	7:40 AM - 8:40 AM	7:40 AM - 8:40 AM	7:40 AM - 8:40 AM
		PM Shift (1 hour)	2:25 PM - 3:25 PM	2:25 PM - 3:25 PM	2:25 PM - 3:25 PM	2:25 PM - 3:25 PM	2:25 PM - 3:25 PM
<b>Foothills Middle School</b>	<b>Highland Oaks Drive and Sycamore Avenue</b>	AM Shift (1 hour)	7:40 AM - 8:40 AM	7:40 AM - 8:40 AM	7:40 AM - 8:40 AM	7:40 AM - 8:40 AM	7:40 AM - 8:40 AM
		PM Shift (1 hour)	2:25 PM - 3:25 PM	2:25 PM - 3:25 PM	2:25 PM - 3:25 PM	2:25 PM - 3:25 PM	2:25 PM - 3:25 PM
<b>Highland Oaks Elementary School</b>	<b>Oakwood Avenue and Virginia Road</b>	AM Shift (1 hour)	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM
		PM Shift (1 hour)	2:15 PM - 3:25 PM	2:15 PM - 3:25 PM	1:10 PM - 2:10 PM	2:15 PM - 3:25 PM	2:15 PM - 3:25 PM
<b>Highland Oaks Elementary School</b>	<b>Santa Anita Avenue and Virginia Road</b>	AM Shift (1 hour)	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM
		PM Shift (1 hour)	2:15 PM - 3:15 PM	2:15 PM - 3:15 PM	1:10 PM - 2:10 PM	2:15 PM - 3:15 PM	2:15 PM - 3:15 PM
<b>Holly Avenue Elementary School</b>	<b>Le Roy Avenue and Holly Avenue</b>	AM Shift (1 hour)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
		PM Shift (1 hour)	2:15 PM - 3:15 PM	1:00 PM - 2:00 PM	2:15 PM - 3:15 PM	2:15 PM - 3:15 PM	2:15 PM - 3:15 PM

**Holly Avenue Elementary School**

**Duarte Road and Holly Avenue**

AM Shift (1 hour)	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM	7:30 AM - 8:30 AM
PM Shift (1 hour)	2:15 PM - 3:15 PM	1:00 PM - 2:00 PM	2:15 PM - 3:15 PM	2:15 PM - 3:15 PM	2:15 PM - 3:15 PM	2:15 PM - 3:15 PM

**Longley Way Elementary School**

**Woodruff Avenue and Longley Way**

AM Shift (1 hour)	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM
PM Shift (1 hour)	2:30 PM - 3:30 PM	2:30 PM - 3:30 PM	1:15 PM - 2:15 PM	2:30 PM - 3:30 PM	2:30 PM - 3:30 PM	2:30 PM - 3:30 PM

**Longley Way Elementary School**

**Las Tunas Drive and Warren Way**

AM Shift (1 hour)	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM	7:45 AM - 8:45 AM
PM Shift (1 hour)	2:30 PM - 3:30 PM	2:30 PM - 3:30 PM	1:15 PM - 2:15 PM	2:30 PM - 3:30 PM	2:30 PM - 3:30 PM	2:30 PM - 3:30 PM

**Hugo Reid Elementary School**

**De Anza Place and Altura Road**

AM Shift (1 hour)	7:35 AM - 8:35 AM	7:35 AM - 8:35 AM	7:35 AM - 8:35 AM	7:35 AM - 8:35 AM	7:35 AM - 8:35 AM	7:35 AM - 8:35 AM
PM Shift (1 hour)	2:20 PM - 3:20 PM	2:20 PM - 3:20 PM	1:10 PM - 2:10 PM	2:20 PM - 3:20 PM	2:20 PM - 3:20 PM	2:20 PM - 3:20 PM

**Hugo Reid Elementary School**

**Hugo Reid Drive and Altura Road**

AM Shift (1 hour)	7:35 AM - 8:35 AM	7:35 AM - 8:35 AM	7:35 AM - 8:35 AM	7:35 AM - 8:35 AM	7:35 AM - 8:35 AM	7:35 AM - 8:35 AM
PM Shift (1 hour)	2:20 PM - 3:20 PM	2:20 PM - 3:20 PM	1:10 PM - 2:10 PM	2:20 PM - 3:20 PM	2:20 PM - 3:20 PM	2:20 PM - 3:20 PM

**Normal Early Release Days**



### *Minimum Service Requirements*

Consultant must at a minimum provide the following services and benefits:

- A. Provide a program manager who will coordinate crossing guard services with a Police Department liaison.
- B. Provide a supervisor to ensure guard activities are taking place at the required places and times and that proper safety procedures are complied with.
- C. Provide fully trained and equipped alternate personnel to ensure all contracted locations are covered in the event regular personnel are absent.
- D. Provide all crossing guards with a standardized uniform and proper weather apparel and gear, approved by the Chief of Police, which will be worn at all times while performing their duties.
- E. Provide all crossing guards with handheld stop signs and reflective vests, which comply with applicable Federal, State and City laws and regulations.
- F. Persons provided by the contractor as crossing guards shall be trained by the contractor.

Training shall include the laws and codes of the State of California and the City of Arcadia pertaining to general pedestrian safety and school crossing areas. Training shall also include general traffic safety for pedestrians, motorists, and the crossing guards themselves. Copies of all training certificates must be provided prior to execution of the contract. Provide training for crossing guards in first aid and CPR in accordance with Red Cross certification guideline. Copies of valid Red Cross certificates on each crossing guard must be furnished to the Police Department prior to signing of the agreement and annually thereafter.

- G. Provide evidence of compliance with California Vehicle Code section 21100 as it relates to crossing guards and compliance with California Vehicle Code section 21100(i) prior to execution of the Agreement.

### **Contractor Personnel Requirements**

Consultant shall maintain personnel files. Files shall consist of a package of documents for each assigned Crossing Guard consisting of training records, minimum qualifications and includes medical record, social security number, military services, arrest records, and previous employment. Contractor shall provide the Police Chief or his designee with written certification that each Guard assigned to the City conforms to all Police Department's requirements and standards specified in this Agreement.

## **Criminal Background Check**

The Contractor shall complete a criminal background check of all Crossing Guards, prior to assignment under the contract, and prior to assigning a Crossing Guard to a City location. Thereafter, Contractor shall conduct an annual check, or as deemed necessary for security reasons. The criminal background check shall be for felony for violent crimes and felony related to any acts against children, misdemeanor and traffic violations in all United States or countries that the individual has resided in the last five (5) years.

Any Crossing Guard found failing to divulge a felony (as listed below) or misdemeanor conviction should not be assigned to the Police Department's contract. All costs of these checks shall be at the Contractor's expense.

- 1) Crossing Guards who have been involved in any of the following will not be accepted nor assigned to City Crossing Guard service:
  - a) Felony Conviction related to the following: violent crimes, any acts against children, assault, sexual assault, and domestic violence.
  - b) Violent Misdemeanor Conviction
  - c) Sex Crime Conviction
  - d) Military discharge other than honorable
  - e) Pattern of irresponsible behavior including, but not limited to, unreasonable driving or employment record (absenteeism, equipment abuse, disciplinary problems, insubordination)
  
- 2) Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI

## **Crossing Guard Conduct**

Consultant's Crossing Guards will be working at City locations, and as such, they must be polite, courteous, helpful, and interested in serving the public well. Professional standards are expected at all times while on a City post. The Police Chief's designated representative will routinely conduct surprise inspections to ensure the quality of contract Crossing Guards assigned to the City. If it is determined that assigned Crossing Guards do not meet standards of courtesy, ethics, appearance, alertness, and preparedness, they will be removed from post immediately at the expense of the Consultant.

## **Consultant Supervision Requirements**

### *Operations Manager*

The Consultant will assign an Operations Manager to ensure the required field supervision and training to the Crossing Guards under his/her supervision during the performance of their duties as required by the contract. The Operations Manager need not be present at all times but should ensure that Crossing Guards assigned to the City are well trained and effective in carrying out their assigned duties. This person will be the liaison to the Police Department. The Operations Manager shall become the Police Department's primary contact person and be available as needed for the administration and effective functioning of the requested crossing guard services required in the Contract. Police Department staff will have direct access to a manager or shift supervisor. Contract crossing guard company will provide phone numbers to Police Department staff.

### **CITY SUPERVISION**

The City's Chief of Police, or his designee, shall have the right of general supervision of all work performed by vendor and shall be the City's agent with respect to obtaining vendor's compliance hereunder. No payment for any services rendered under the agreement shall be made without prior approval of the Chief of Police, or his designee.

EXHIBIT “B”

Schedule of Charges/Payments

City shall compensate All City Management Services for crossing guard services provided hereunder as follows:

Position Classification	Hourly Billing Rate	Annual Cost
Crossing Guard Year 1 (September 1, 2022 – June 30, 2023)	\$27.07	\$289,920.00
Crossing Guard Year 2 (July 1, 2023 – June 30, 2024)	\$28.36	\$303,736.00
Crossing Guard Year 2 (July 1, 2024 – June 30, 2025)	\$28.36	\$303,736.00
<b>Total</b>		<b>\$897,392.00</b>

The total cost for Year 1 shall not exceed \$289,920.

The total cost for Year 2 shall exceed \$303,736.

The total cost for Year 3 shall not exceed \$303,736.

The total cost for the initial three-year period of the contract, from September 1, 2022, through June 30, 2025, shall not exceed \$897,392.

During the term of the Agreement the Consultant may request a price increase due to any legally mandated increases in wages and benefits imposed in the state or municipality in which services are to be performed and to which the Consultant’s employees would be subject to.

The hourly rates listed are fully loaded rates, meaning all of the costs are included in the “hourly billing rate”. This includes but not limited to: recruitment, background clearance, training, equipment, insurance, supervision and management of the City of Arcadia’s Crossing Guard Program.

The pricing for Year 1 is based on 17 crossing guards compensated per the current Arcadia schedule of 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment, the additional cost will be billed to the City.

If the City requires extra crossing guard services for special events, the City will be billed for such services requested.

Other provisions:

Consultant will mail invoices for services every two weeks. Included with each invoice will be a Work Summary, which details each site, each day and the hours worked at that site. Arcadia will only be billed for crossing guard services rendered on designated "school days" unless otherwise requested by the City.

## EXHIBIT "C"

### Activity Schedule

Consultant shall provide crossing guard services for seventeen (17) locations covering nine (9) school sites in the City of Arcadia. The number of hours worked is based on the Arcadia Unified School District school schedule of 180 school days annually, which equates to approximately 10,900 billable hours.

The Consultant and the City shall communicate via electronic mail regarding any crossing guard schedule changes, such as a change in crossing guard hours or posts.

RESOLUTION NO. 7457

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-23 GENERAL FUND BUDGET AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE POLICE DEPARTMENT FOR CROSSING GUARD SERVICES IN THE AMOUNT OF \$15,820, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE

WHEREAS, the City has a Professional Services Agreement with All City Management Services (“ACMS”) for crossing guard services and the Agreement expired on June 30, 2022; and

WHEREAS, the City will enter into a new Professional Services Agreement with ACMS for crossing guard services for the period of September 1, 2022, through June 30, 2025, with the option to renew on a year-to-year basis for three additional one-year periods; and

WHEREAS, the amount budgeted in the Police Department’s Fiscal Year 2022-23 Operating Budget for crossing guard services is \$274,100 and does not cover the total service cost proposed by ACMS for this particular year, which is \$289,920, resulting in a net difference of \$15,820; and

WHEREAS, a budget appropriation in the amount of \$15,820 is being requested to cover this unforeseen cost increase; and

WHEREAS, the remaining two years of the contract, Fiscal Year 2023-24 and Fiscal Year 2024-25, will be budgeted in their respective Operating Budgets.

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

SECTION 1. The sum of fifteen thousand eight hundred twenty dollars (\$15,820) is hereby appropriated in the Police Department’s Fiscal Year 2022-23 Operating Budget for crossing guard services, offset with an equal reduction in the General Fund

Reserve.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved, and adopted this 16th day of August, 2022.

\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

*Stephen P. Deitsch*

\_\_\_\_\_  
Stephen P. Deitsch  
City Attorney





# STAFF REPORT

Office of the City Manager

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Dominic Lazzaretto, City Manager  
By: Dr. Jennifer Brutus, Senior Management Analyst

**SUBJECT:** SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS' WILDLIFE  
MANAGEMENT FRAMEWORK  
**Recommendation: Adopt**

## **SUMMARY**

The City of Arcadia ("City") currently contracts with the San Gabriel Valley Council of Governments ("SGVCOG") to help manage the City's Neighborhood Coyote Program. The SGVCOG has expanded its resources to include a San Gabriel Valley Wildlife Management Framework ("WMF") – a formal document recognized as a management strategy for safely coexisting with wildlife in the San Gabriel Valley region ("SGV") through a system involving education, behavior modification, reporting, and responding. Therefore, it is recommended that the City Council adopt the SGVCOG's Wildlife Management Framework.

## **BACKGROUND**

In 2019, several SGV Cities expressed a need for regional coyote management. In response, SGVCOG staff created the Coyote Management Task Force, consisting of nine SGV cities and Los Angeles County, to address coyote management solutions at a regional level. As a result, the Regional Coyote Management Framework was established, providing SGV cities a guiding document on how best to implement coyote management across the region (Attachment No. 1).

Through this comprehensive and integrated approach to coyote management, the SGVCOG has served as the central organization responsible for providing public outreach services and developing comprehensive reporting to the Cities of Alhambra, Arcadia, Azusa, Covina, Glendora, Irwindale, Montebello, Rosemead, and San Marino.

## **DISCUSSION**

Over the years, some cities have identified a need for additional wildlife management resources. Recognizing the fact that many of the recommendations for safely coexisting with coyotes are applicable to most wild animals, the current RCMF was expanded to

include wildlife commonly found in the SGV, along with feral domestic animals, such as peafowl and feral cats. During the expansion, SGVCOG staff hosted two Wildlife Roundtable meetings to include City staff, consulted with the California Department of Fish and Wildlife, and requested feedback from member cities, including Arcadia. As a result, the Wildlife Management Framework was developed. The expanded framework discusses wildlife found within the SGV, including black bears, mountain lions, bobcats, coyotes, opossums, skunks, raccoons, rattlesnakes, deer, wild rabbits, tree squirrels, and feral domestic animals.

On May 4, 2022, the City Managers' Steering Committee recommended that the SGVCOG Governing Board adopt the Wildlife Management Framework (Attachment No. 2), which was later adopted on May 19, 2022. The WMF is a management strategy designed for SGV cities, especially member cities of the Neighborhood Coyote Program, to adopt and/or modify based on their own community needs. It serves as an additional resource to cities when addressing wildlife issues by promoting a consistent approach to wildlife management in the region. The WMF features appendices that detail how to respond during different wildlife encounters, how to identify and remove resources to wildlife and feral domestic animals (also referred to as attractants), and additional educational materials. The WMF also outlines two animal behavior response matrices – one on general wild animal behavior and associated recommended actions and another specifically on black bear behavior.

Overall, Arcadia residents have had encounters with a variety of wildlife, therefore it is vital for the City to provide guidance for safely coexisting with all types of wildlife – not just coyotes. The goal of the WMF is to discourage habituation of wildlife in our urban environment through education, behavior modification, and a robust human/wildlife reporting and response system. The WMF will help increase local knowledge and understanding of how wild animals behave and to make clear how such behavior can be managed or modified to eliminate human conflicts with wildlife.

By adopting this Framework, the City will participate in a regional effort to address and mitigate human-wildlife conflict and help create more opportunities for civic engagement on this topic. Therefore, it is recommended that the City Council adopt the SGVCOG's Wildlife Management Framework for the benefit of the community at large.

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), as it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA under Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines.

**FISCAL IMPACT**

The City currently pays the SGVCOG \$10,000 per Fiscal Year to manage the Neighborhood Coyote Program for Arcadia. The WMF will serve as an additional resource to the City, at no extra cost. City Staff will share and promote WMF content through the City's various communication channels such as online posting, social media, printed newsletters, informational mailers and brochures, and at in-person community events including two annual SGVCOG coyote townhalls, which are hosted by the City. These actions have staffing costs associated with them but they are not considered significant.

**RECOMMENDATION**

It is recommended that the City Council determine that this action is exempt under CEQA; and adopt the San Gabriel Valley Council of Governments' Wildlife Management Framework.

Approved:



Dominic Lazzaretto  
City Manager

Attachment No. 1: SGVCOG Coyote Management Framework

Attachment No. 2: SGVCOG Wildlife Management Framework

# Regional Coyote Management Framework (RCMF)

SAN GABRIEL VALLEY  
COUNCIL OF GOVERNMENTS



## CONTACT INFORMATION:

**Alexander Fung, Management Analyst**  
afung@sgvcog.org

**Navneet Kaur, Management Analyst**  
nkaur@sgvcog.org

## **DISCLAIMER**

On Thursday, July 18, 2019, the SGVCOG Governing Board adopted the Regional Coyote Management Framework as a comprehensive regional coyote management model for all San Gabriel Valley cities. The strategies listed within this framework are based on balancing respect and protection of wildlife without compromising public safety. This document serves as a framework that individual cities can modify and adopt based on their needs and interests; however, languages of individual San Gabriel Valley cities' Coyote Management Plans should generally be consistent with this document if possible.

## **ACKNOWLEDGEMENTS**

The San Gabriel Valley Council of Governments owes a debt of gratitude to the many agencies, entities, experts, and individuals who helped transform this project from an idea to a reality. We appreciate all of the support we have received from the California Department of Fish and Wildlife, the County of Los Angeles, the Office of Assemblymember Ed Chau, the University of California Agriculture and Natural Resources, the San Gabriel Valley Humane Society, the Pasadena Humane Society, and the Inland Valley Humane Society, as well as the generous support from the Cities of Arcadia, Bradbury, Covina, Rosemead, and San Marino. Furthermore, we would like to thank the following municipalities for serving on the SGVCOG Coyote Management Task Force and providing feedback on the development of this document:

City of Alhambra  
City of Arcadia  
City of Bradbury  
City of Covina  
City of Diamond Bar  
City of Industry  
City of Irwindale  
City of La Cañada Flintridge  
City of Monrovia  
City of Monterey Park  
City of Rosemead  
City of San Dimas  
City of San Gabriel  
City of San Marino  
City of South El Monte  
City of South Pasadena  
City of Temple City  
City of Walnut  
County of Los Angeles  
State of California

## SECTION 1: INTRODUCTION

The goal of the **San Gabriel Valley Regional Coyote Management Framework (RCMF)** is to discourage the habituation of coyotes in an urban environment by using education, behavior modification, and a robust human/coyote reporting and responding system. The recommended actions in this RCMF are designed to increase communities' knowledge and understanding of how coyotes behave and to make clear how such behavior can be managed or reduced to eliminate human conflicts with coyotes. The ultimate goal of coyote behavior modification is to encourage the natural relocation of coyotes to their native environment.

The overall intent of this framework is to provide guidance for dealing with coyotes in the San Gabriel Valley region. This framework has also been modeled after plans that were successfully utilized by other municipalities in Southern California. This RCMF does not supersede federal, state, county, and city regulations and policies. Additionally, this framework does not apply to San Gabriel Valley residents, businesses, or homeowner associations in pursuit of their legal rights in dealing with coyotes.

As recommended by the California Department of Fish and Wildlife (CDFW), the RCMF is guided by the following principles:

- Human safety is a priority in managing human-coyote interactions.
- Coyotes serve an important role in San Gabriel Valley's ecosystems by helping to control rodent populations.
- Preventive practices are crucial to minimizing potential interactions and encounters with coyotes.
- Solutions for coyote conflicts must address both problematic coyote behaviors and the human behaviors that invite them.
- Non-selective coyote removal programs are ineffective for reducing coyote population sizes or preventing human-coyote conflicts in the long run.
- Regionwide programs that involve residents can improve coexistence among humans, coyotes, and pets.

## **SECTION 2: COYOTE MANAGEMENT STRATEGY**

The strategy for managing coyotes is based on balancing respect and protection of wildlife without compromising public safety. The main strategy is a multi-focused approach consisting of public education, enforcement, and reporting.

### *PUBLIC EDUCATION*

Coyote awareness education is critical for residents to make informed decisions regarding their safety, properties, and pets by decreasing attractants, reshaping coyote behavior, and creating reasonable expectations of normal coyote behavior. Dissemination of information to residents, businesses, and schools will be accomplished through the use of the cities' websites, newsletters, social media, press releases, town halls, community meetings, coyote management workshops, and other direct and indirect public outreach campaigns.

Learning how to properly and effectively respond to a coyote encounter empowers residents and supports reshaping undesired coyote behavior. The public should understand what normal coyote behavior is when living in close proximity with coyotes. For example, vocalization (coyote calls) is a normal and acceptable behavior that does not indicate aggression.

It is recommended for cities and member agencies to host town hall meetings, trainings, and provide youth education workshops in communities with high human-coyote interactions. Cities are also encouraged to mail information regarding coyotes to educate the residents and households residing in areas with high coyote sightings. Mailers and social media postings should be offered in English and other languages that are widely spoken by local residents.

### *ENFORCEMENT*

The act of feeding wildlife is known to lead to an increase in wildlife activity. Feeding can attract coyotes and their prey to an area leading to an increased likelihood of creating habituated coyotes and resulting in increases in coyote-human interactions. California law prohibits feeding wildlife, including coyotes. SGVCOG recommends all member agencies to strictly enforce the State law pertaining to this activity. Cities and counties should adopt ordinances that discourage the intentional or unintentional feeding of wildlife. Please see Appendix A for the draft of a sample ordinance from the City of Davis, California.

### *REPORTING*

A five-tier safety response plan has been developed by the SGVCOG to provide a mechanism for identifying and classifying different levels of human-coyote interactions for member agencies. This response plan serves as a regional approach to identify different types of coyote behaviors. However, cities are encouraged to adapt and adjust SGVCOG's response plan or develop a plan that is more suitable to the individual cities' needs; however, levels of coyote behavior and response actions should be consistent with SGVCOG's response plan. It is also important to note that several SGVCOG member agencies already have their own response plans in place. For the cities' reference, Appendix B showcases a list of SGVCOG's member agencies with adopted coyote management plans. Additionally, Appendix C showcases the SGVCOG's five-tier response system, City of West Covina's adopted four-tier colored response system, and City of San Gabriel's adopted coyote behavior classification system.

### SECTION 3: COYOTE ATTRACTANTS

While attacks on humans are extremely rare, urban landscape development, intentional and unintentional feeding, pet-related incidents, and media attention have led some residents to fear coyotes. It is important to note that attacks on free-roaming and unattended small pets are normal coyote behavior and do not necessarily indicate a danger for humans. Coyotes usually become habituated when they learn and associate people and/or neighborhoods with sources of food.

Residents may reinforce this behavior by acting inappropriately when they see a coyote. Steps must be taken to address safety concerns and misconceptions and to ensure appropriate responses to potential threats to human safety. It is important to keep in mind that coyotes have been in and around the San Gabriel Valley and other parts of Southern California since thousands of years ago.

#### **Coyotes are drawn to urban and suburban areas for the following reasons:**

**FOOD** – Urban areas provide a bounty of natural food choices for coyotes that primarily eat rodents. However, coyotes can be further attracted into suburban neighborhoods by human-associated food, such as pet food, unsecured compost or trash, and fallen fruit in parks and yards. Intentional and unintentional feeding can lead coyotes to associate humans with sources of food, which can result in negative and aggressive interactions among coyotes, people, and pets.

To reduce food attractants in urban and suburban area, residents should be educated to:

- Never hand-feed or otherwise deliberately feed a coyote.
- Avoid feeding pets outside and remove sources of pet food and water in outdoor settings. If feeding pets outside is necessary, remove the feeding bowl and any leftover food promptly.
- Never compost any meat or dairy products unless the compost is fully secured.
- Maintain good housekeeping, such as regularly raking areas around bird feeders, to help discourage coyote activity near residences.
- Remove fallen fruit from the ground.
- Keep trash in high-quality containers with tight-fitting lids.
- Only place trash bins curbside during the morning of trash collection. If left out overnight, trash bins are more likely to be tipped over and broken into by coyotes. If necessary, purchase secured trash containers.
- Seal food waste, such as meat scraps or leftover pet food, before discarding the waste into trash bins.

**WATER** – Urban areas provide a year-round supply of water in the form of stormwater impoundments and channels, artificial lakes, irrigation, swimming pools, and pet water dishes, which support both coyotes and their prey. In dry conditions, water can be as alluring as food. Residents should remove outdoor water bowls/cans and secure fountains, pools, and jacuzzis.

**SHELTER** – Parks, greenbelts, open spaces, sumps, golf courses, buildings, sheds, decks, and crawl spaces increase the amount and variability of cover for coyotes. They allow coyotes to safely and easily remain close to residents, pets, homes, and businesses without detection. Coyotes may take advantage of available



spaces under sheds or decks for use as a den, thereby bringing them into close contact with residents and pets.

**UNATTENDED PETS** – Coyotes primarily eat small mammals, such as mice and rats; however, they will also prey on slightly larger mammals such as rabbits and groundhogs. Animals that are approximately the same size as a groundhog or rabbit, especially unattended outdoor cats and small dogs, may attract coyotes into neighborhoods.

- The best way to minimize risk to pets from coyotes (and the other dangers of outdoor life such as cars, disease, and other wildlife) is to keep small pets indoors, only let them outside in a secured enclosure, or when they are accompanied by a person and under the control of a leash and harness that is less than six feet long.
- It is important to either keep dogs on a leash that is six feet long or shorter when outdoors or to stay within six feet of them when outside. Coyotes may view a dog on a leash longer than six feet as an unattended pet. Attacks on free-roaming small cats or dogs are normal coyote behavior and do not indicate a danger for humans. A free-roaming pet is considered as an unattended domestic pet outside of its enclosed yard or area.
- Although attacks on larger dogs are rare, coyotes may often attack a large dog when they feel that their territory is threatened. This generally occurs during the coyote breeding season, which takes place from January through March. During this time, it is especially important to not leave dogs outside unattended and to keep them on leashes (six feet long or less) when in public areas.

**FERAL CATS** – While residents who feed feral cats are often concerned that coyotes might prey on the cats, the act of feeding feral cats may cause more harm than good, as coyotes often frequent these locations. Resident should not feed feral cats to avoid attracting coyotes into their neighborhoods. Although it can be difficult for residents to protect feral cats from coyotes, the following tips can be helpful:

- Do not feed feral cats.
- If feral cats frequent your neighborhood, please contact your local Animal Services agency.
- Haze coyotes seen near feral cat locations. Making coyotes feel uncomfortable will encourage them to stay out of the area. See Appendix D for a list of effective hazing strategies.

Other domestic animals kept outside, such as rabbits and chickens, may also be viewed as prey by coyotes. Protect outdoor animals from coyotes and other predators with protective fencing and sturdy cages.

Residents are encouraged to use the Yard Audit Checklist (Appendix E) as a tool to help recognize and remove attractants in their yards and neighborhoods

## **SECTION 4: HAZING AND BEHAVIOR CHANGE**

Some coyotes have become too comfortable in the close proximity of residents. To safely coexist, residents must modify their behavior to shape coyote behavior. Habituated coyote behavior needs to be reshaped to encourage coyotes to avoid contact with residents and pets.

Hazing, also known as “fear conditioning” or “scaring,” is the process that facilitates this change and is, by necessity, a community response to negative encounters with coyotes. The more an individual animal is hazed, the more effective hazing is in changing coyote behavior.

Hazing employs immediate use of deterrents to move an animal out of an area or discourage an undesirable behavior or activity. Deterrents include loud noises, spraying water, bright lights, throwing objects, waving arms, and shouting. Hazing can help maintain a coyote’s fear of humans and discourage them from neighborhoods, such as backyards and play areas.

Hazing is not intended to harm or damage animals, humans or property, but to change the coyote’s behavior. A coyote, similar to a dog, will not know that the behavior it is engaging in is unwanted unless some type of message is sent and reinforced repeatedly. Behavioral change also involves human activities such as identifying and removing attractants and protecting pets responsibly. If a human sees a coyote in an urban area and does not respond in any way, a message opposite of hazing is conveyed to the coyote. Please see Appendix D for a list of effective hazing strategies.

### *GOALS OF HAZING*

It is not economically and ecologically efficient to eradicate coyotes from the urban ecosystem. Hazing is part of a long-term plan to create safe and acceptable living situations, increase understanding of coyote behavior and reduce conflict between coyotes and people. Goals of hazing include:

1. To reshape coyote behavior to avoid human contact in an urban setting. Human behavior can shape animal behavior, in either a negative or positive manner. People living in close proximity to coyotes can remove coyote attractants, identify potentially dangerous situations for their pets and themselves, and respond in a manner designed to change coyote behavior.
2. To provide residents information and tools to actively engage in reshaping coyote behavior and to support feeling safe in their parks and neighborhoods. This can be accomplished by teaching residents effective and appropriate hazing techniques.
3. To model hazing behavior and share accurate information about coyotes among other residents, friends, and family.
4. Monitor hazing to assess its effectiveness and determine if further action or more aggressive hazing is needed.
5. Develop long-term community-based hazing programs.

### *TRAINING PROGRAM*

SGVCOG encourages member agencies to partner with experts from CDFW, local Humane Society and/or Animal Services organizations, the County of Los Angeles, and/or other relevant external stakeholders to empower residents with methods to safely co-exist with wildlife. Specific to human-coyote conflicts, the workshops should include basic training on species-specific ecology and behavior, strategies to

reduce/eliminate potential human-coyote conflicts, and appropriate conflict and management techniques (e.g. hazing).

Topics may include:

- Basic coyote information;
- Normal/healthy vs. abnormal/unhealthy coyote behavior;
- Seasonal behavior changes;
- Appropriate responses when encountering wildlife, especially coyotes;
- Human health, public, and pet safety tips and concerns;
- Coyote attractants;
- Methods to reduce/eliminate access to attractants (e.g. exclusion, deterrence); or,
- Effective coyote hazing methods.

Additionally, Cities and counties should also promote CDFW's Wildlife Watch Program. This program is a multi-agency partnership initiative that provides support and training to local governments and community groups to help them design and implement their own nuisance wildlife action plans. More information regarding the Wildlife Watch Program can be found on <https://www.wildlife.ca.gov/wildlife-watch>.

Individuals and groups that are interested in participating in a hazing training program can contact their local Humane Society for a list of upcoming sessions:

- Pasadena Humane Society: (626) 792-7151
- Inland Valley Humane Society: (909) 623-9777
- San Gabriel Valley Humane Society: (626) 286-1159

## **SECTION 5: ENFORCEMENT**

The act of feeding wildlife can attract coyotes and their prey to an area, leading to an increased likelihood of creating habituated coyotes and increased coyote-human interactions. California law prohibits feeding wildlife and local police departments will strictly enforce applicable state statutes pertaining to this activity. Cities and counties are encouraged to adopt ordinances that further discourage residents from feeding wildlife. Please see Appendix A for a sample draft ordinance from the City of Davis, California.

The following are some of the applicable regulations that may be utilized as enforcement tools to discourage coyotes from proliferating in urbanized San Gabriel Valley:

### **CALIFORNIA CODE OF REGULATIONS TITLE 14. SECTION 251.1. HARASSMENT OF ANIMALS**

Except as otherwise authorized in these regulations or in the Fish and Game Code, no person shall harass, herd, or drive any game nongame bird or mammal or furbearing mammal. For the purposes of this section, harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding, or sheltering.

### **LOS ANGELES COUNTY CODE TITLE 10. SECTION 10.84.010. PROVIDING FOOD FOR CERTAIN RODENTS OR PREDATOR ANIMALS PROHIBITED**

It is unlawful to feed a nondomesticated rodent or nondomesticated mammalian predator as defined in this section, unless:

- The person is the owner of the animal and the animal is kept in accordance with the requirements of the State Department of Fish and Wildlife; or
- After notifying the responsible agency to pick up the animal, the person provides food to a trapped or injured animal.

For purposes of this chapter:

1. "Rodent" includes ground squirrels;
2. "Mammalian predators" include coyotes, raccoons, foxes, and opossums.

A violation of this section is a misdemeanor.

## SECTION 6: SAFETY RESPONSE PLAN

A tiered response plan identifies and classifies levels of human and coyote interactions. SGVCOG recommends member agencies to adopt the 5-tier coyote response plan that is showcased below and in Appendix C.

COYOTE BEHAVIOR	RESPONSE LEVEL	RESPONSES
<b>Coyote heard or seen moving in public area</b>	1	Sighting report will be reviewed, and if appropriate, a response will be provided by e-mail or phone. The City would direct residents to available resources on normal coyote behavior.
<b>Coyote seen resting in public area</b>	1	Sighting report will be reviewed, and if appropriate, a response will be provided by e-mail or phone. The City would direct residents to available resources on normal coyote behavior.
<b>Coyote seen resting in public area with humans present</b>	2	The City provides resources for the resident to be educated on hazing techniques and what-to-do tips. Additionally, the City would encourage the respective municipality to work with the local community to eliminate coyote attractants.
<b>Coyote entering a yard to a home with or without pets present</b>	2	The City provides information for the household to be educated on coyote attractants, yard audit implementation, human-coyote conflict mitigation, hazing techniques, and/or pet safety information (if applicable).
<b>Coyote entering a yard and injuring or killing attended or unattended pet</b>	3	The City gathers information on specific animal involved, report on circumstances, and provide information for the household to be educated on coyote attractants, yard and neighborhood audits, and pet safety information.

<b>Coyote biting or injuring an unattended pet/pet on a leash</b>	3	The City gathers information on specific animal involved, report on circumstances, and provide information for the household to be educated on coyote attractants, yard and neighborhood audits, and pet safety information.
<b>Coyote following or approaching a person and pet (stalking)</b>	3	The City provides information for the resident to be educated on hazing techniques, what-to-do tips, yard/neighborhood audits, and pet safety information. Additionally, the City will work with the residents to eliminate coyote attractants in the area.
<b>Coyote following or approaching a person without a pet (stalking)</b>	4	The City provides information for the resident to be educated on hazing techniques, what-to-do tips, yard/neighborhood audits, and pet safety information. Additionally, the City will work with residents and local groups to eliminate coyote attractants in the area.
<b>Coyote biting or injuring a human</b>	5	The City informs the California Department of Fish and Wildlife. Residents will receive educational materials on coyote attractants, yard or neighborhood audits, hazing, and pet safety. Additionally, the City would work with the respective Humane Society, the County of Los Angeles, CDFW, elected officials, and its neighboring cities to send out mailers, partner with external stakeholders to host trainings and workshops, conduct a community meeting/town hall, and encourage the cities in the subregion to work with community groups to eliminate coyote attractants.

Cities are encouraged to modify SGVCOG’s response plan to cater to the needs of their own communities; however, the levels of coyote behavior and response actions should be consistent with SGVCOG’s response plan. Appendix C also showcases two other types of tiered response plans that SGVCOG member agencies utilize in their individual coyote management plans as a reference.

If a human is attacked and physically injured by a coyote, cities and counties will work with the CDFW, which will be the lead investigating agency to thoroughly investigate the incident, to identify and remove the responsible coyote. As a last resort, lethal removal will also be considered if there is a public safety issue with a coyote threatening residents—only after a thorough investigation and identification of the offending coyote.

If there is an immediate public safety issue, such as a coyote threatening residents in an area frequented by people, the local police department will respond. Since coyotes are considered as “non-game wildlife,” any resident or homeowners’ association can, at their own expense, initiate action to protect themselves and their private property from coyote attacks within the limits of the law regarding trapping and hunting.

## SECTION 7: COYOTE REPORTING

SGVCOG encourages residents to report coyote sightings to the University of California Coyote Cacher© at <https://ucanr.edu/sites/CoyoteCacher/>. This will allow SGVCOG and its member agencies to identify potential trouble areas where coyotes are frequently sighted and allow the member agencies to focus resources where they are needed most. There are several options to choose from and San Gabriel Valley residents are encouraged to use the tool that works best for them. Please keep in mind that these are only coyote reporting tools. Depending on the submission format, residents may receive acknowledgement of their submissions.

### *University of California Coyote Cacher©*

This tool is accessible by members of the public from a computer or mobile device. It provides a repository for reported coyote activity, real-time alerts to stay abreast of reported activities, and GIS mapping by zip code. Residents may view coyote encounters in the San Gabriel Valley region by visiting [https://ucanr.edu/sites/CoyoteCacher/Story\\_Map/](https://ucanr.edu/sites/CoyoteCacher/Story_Map/). Residents can also report a coyote encounter to the UC Coyote Cacher through the link on the website or by submitting a request at <https://geodata.ucanr.edu/coyoteCacher/form/>.

### *State and Local Enforcement Agencies*

Coyote bites, injured or ill coyotes, or coyotes that pose a threat to the public should be reported to the 9-1-1 emergency line. Coyote bites can be extremely hazardous to human health. If a resident has been bitten by a coyote, please direct the injured resident to seek medical attention immediately. A police report may be taken to document the incident. All animal bites to humans are legally reportable in Los Angeles County except for rodent and rabbit bites. For more information, please visit the County of Los Angeles Public Health Department website at <http://publichealth.lacounty.gov/vet/biteintro.htm>.



**APPENDIX A: SAMPLE DRAFT ORDINANCE TO PROHIBIT THE FEEDING OF WILDLIFE  
(City of Davis, California)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAVIS ADDING  
ARTICLE 5.05 TO CHAPTER 5 OF THE DAVIS MUNICIPAL CODE TO PROHIBIT  
THE FEEDING OF CERTAIN WILDLIFE**

**WHEREAS**, the City of Davis (“City”) is a city organized under the laws of the State of California, with a duty and interest in protecting the public health, safety and welfare within the City; and

**WHEREAS**, the feeding of wildlife can lead to negative impacts on animals, people and the environment; and

**WHEREAS**, feeding wildlife can lead to aggressive behavior towards humans, which presents health and safety concerns for residents and visitors of the City; and

**WHEREAS**, feeding wildlife can artificially support the growth and carrying capacity of urban wildlife populations, compromising wildlife health and increasing human exposure to and conflict with wildlife; and

**WHEREAS**, feeding wildlife can cause certain species to localize activity in the vicinity of the food source, thus increasing associated negative impacts on property owners and/ or individuals within those neighborhoods; and

**WHEREAS**, Section 251.1 of Title 14 of the California Code of Regulations prohibits the harassment of any game or nongame bird or mammal or furbearing mammal, expressly including intentional acts such as feeding that disrupt the animal’s natural foraging behavior; and

**WHEREAS**, an ordinance prohibiting the intentional and negligent feeding of certain types of wildlife, as defined, and further specifying types of permissible and prohibited conduct regarding interaction with wildlife in the City, is consistent with the City’s long-standing commitment to protect and conserve biological resources and public safety.

**NOW, THEREFORE**, the City Council of the City of Davis does ordain as follows:

**SECTION 1. Recitals.** The City Council hereby adopts the recitals of this Ordinance as true and correct and such recitals are hereby incorporated by reference as though fully set forth in the text of this Ordinance.

**SECTION 2. Amendment.** Chapter 5 (“Animals and Fowl”) of the City of Davis Municipal Code is hereby amended to add Article 5.05, to read in full as set forth in the attached Exhibit “A”, incorporated by this reference.

**SECTION 3. CEQA.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment)

and 15061(b)(3) (the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in the physical change to the environment, directly or indirectly.

**SECTION 4. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness 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 subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

**SECTION 5. Publishing.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same or a summary thereof to be published as required by law.

**SECTION 6. Effective Date.** This Ordinance shall take effect and be in full force and effect thirty (30) days from and after the date of its final passage and adoption.

**INTRODUCED** on the \_\_\_\_ day of \_\_\_\_\_, 2018 and **PASSED AND ADOPTED** by the City Council of the City of Davis on the \_\_\_\_ day of \_\_\_\_\_, 2018 by the following vote:

## EXHIBIT “A”

### CHAPTER 5, ANIMALS AND FOWL ARTICLE 5.05, FEEDING OF CERTAIN WILDLIFE

#### 5.05.010 Purpose

Feeding of wildlife is both detrimental to wildlife health and causes a public health nuisance and safety hazard that negatively impacts public health and welfare.

This article is intended to prohibit, with exceptions, the feeding of certain wildlife within the City of Davis so as to protect public and environmental health, safety and welfare, and to prescribe penalties for failure to comply.

#### 5.05.020 Definitions

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

“**Feed**” means to give, distribute, place, expose, deposit, or scatter any edible material with the intention of feeding, attracting, or enticing wildlife. Feeding does not include baiting in the permitted and legal take or depredation of wildlife in accordance with federal, state and local law.

“**Person**” means any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

“**Wildlife**” means only coyotes, wild turkeys, foxes, skunks, raccoons, opossums, squirrels, ducks, geese, crows, and gulls.

#### 5.05.030 Feeding of Wildlife Prohibited

- (a) No person shall purposely or knowingly feed wildlife in the City of Davis, on lands either publicly or privately owned.
- (b) No person shall leave or store any refuse, garbage, pet food, seed or bird seed, fruit, meat, dairy, vegetable, grain or other food in a negligent manner likely to feed wildlife.
- (c) No person shall fail to take remedial action to cease contact or conflict with wildlife, including to secure or remove outdoor refuse, cooking grills, pet food, backyard bird feeders or any other similar food source or attractant, after being advised by a City of Davis code compliance administrator to undertake such remedial action.

#### 5.05.040 Exceptions

The prohibitions in Section 5.05.030 do not apply to:

- (a) Landscaping, gardening, and/or maintaining vegetable gardens, fruit and nut trees or other plants, so long as such activities are not conducted for the purpose of feeding wildlife as defined in this article.

- (b) Feeding of birds outdoors on private residential properties using bird feeders, to the extent authorized by law and subject to the following requirements:
- (1) Bird feeders shall be placed at least five (5) feet above the ground and shall be suspended on a cable or otherwise secured so as to prevent the bird feeders from being easily accessible to other wildlife.
  - (2) The feeding shall not substantially interfere with the rights of surrounding property owners or render other persons insecure in the use of their property.
  - (3) No person shall allow, permit or maintain an accumulation of feces on the property or surrounding properties so as to create a public nuisance.
  - (4) The area below the feeders must be kept clean and free of seed.
  - (5) No person shall knowingly allow or permit bird feeders to become an attractant for rodents or other wildlife other than birds. Notwithstanding this exception, feeding of wild turkeys is expressly prohibited.
- (c) Any State or local employee or agent authorized to implement a wildlife management program involving baiting, or any other person or business lawfully authorized to bait and trap wildlife pursuant to State law.
- (d) Any person who is the legal owner or guardian of a wildlife species maintained and confined under a valid license or permit issued by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, and in compliance with all applicable laws.
- (e) A wildlife rehabilitator, under a valid license or permit issued by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, who is temporarily caring for sick, injured, or orphaned wildlife in compliance with all applicable laws.
- (f) Any person who feeds trapped, injured, or orphaned wildlife between the times that a wildlife rehabilitator or agency charged with animal control is notified and the animal is picked up. Any person that discovers such trapped, injured, or orphaned wildlife must immediately notify an authorized animal control agency, and no person may intentionally keep such wildlife beyond the time reasonably necessary for animal control services to access and transport the wildlife.
- (g) Baiting, for the purpose of trapping, feral cats as part of a Yolo SPCA approved Trap-Neuter-Release program.
- (h) Any property owner baiting, for the purpose of trapping, wildlife on their property authorized by and in accordance with State law, including but not limited to trapping gophers, house mice, moles, rats, and voles pursuant to Fish and Game Code section 4005(f); taking of certain mammals found injuring crops or property pursuant to Fish and Game Code section 4152; taking of certain nongame birds and mammals such as weasels, skunks, opossum, moles and rodents pursuant to 14 CCR § 472; or as otherwise permitted and authorized by State law.

**5.05.050 Enforcement**

In addition to all other available remedies at law, this article may be enforceable through the use of the administrative citation procedures set forth in Davis Municipal Code Chapter 1, Article 1.02.

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## APPENDIX B: LIST OF SGVCOG MEMBER AGENCIES' COYOTE MANAGEMENT PLANS

- **City of Arcadia: Coyote Management Plan**
  - <https://www.arcadiaca.gov/home/showdocument?id=10024>
- **City of Montebello: Coyote Coexistence Plan**
  - [http://www.projectcoyote.org/wp-content/uploads/2017/07/Montebello\\_Coexistence\\_Plan\\_lo\\_res.pdf](http://www.projectcoyote.org/wp-content/uploads/2017/07/Montebello_Coexistence_Plan_lo_res.pdf)
- **City of Rosemead: Coyote Management Plan**
  - [http://www.cityofrosemead.org/UserFiles/Servers/Server\\_10034989/File/Gov/City%20Departments/Public%20Safety/Animal%20Control/Coyote%20Information/Coyote.pdf](http://www.cityofrosemead.org/UserFiles/Servers/Server_10034989/File/Gov/City%20Departments/Public%20Safety/Animal%20Control/Coyote%20Information/Coyote.pdf)
- **City of San Gabriel: Coyote Management Plan**
  - <http://www.sangabrielcity.com/DocumentCenter/View/7844/Coyote-Management-Plan?bidId=>
- **City of West Covina: Coyote Management Plan**
  - <https://www.westcovina.org/Home/ShowDocument?id=14526>

## APPENDIX C: COYOTE SAFETY RESPONSE PLAN TEMPLATES

This showcases the SGVCOG’s recommended five-tier coyote response plan. As mentioned previously, cities are encouraged to modify SGVCOG’s response plan to cater to the needs of their own communities; however, the levels of coyote behavior and response actions should be consistent with SGVCOG’s response plan.

COYOTE BEHAVIOR	RESPONSE LEVEL	RESPONSES
<b>Coyote heard or seen moving in public area</b>	1	Sighting report will be reviewed, and if appropriate, a response will be provided by e-mail or phone. The City would direct residents to available resources on normal coyote behavior.
<b>Coyote seen resting in public area</b>	1	Sighting report will be reviewed, and if appropriate, a response will be provided by e-mail or phone. The City would direct residents to available resources on normal coyote behavior.
<b>Coyote seen resting in public area with humans present</b>	2	The City provides resources for the resident to be educated on hazing techniques and what-to-do tips. Additionally, the City would encourage the respective municipality to work with the local community to eliminate coyote attractants.
<b>Coyote entering a yard to a home with or without pets present</b>	2	The City provides information for the household to be educated on coyote attractants, yard audit implementation, human-coyote conflict mitigation, hazing techniques, and/or pet safety information (if applicable).
<b>Coyote entering a yard and injuring or killing attended or unattended pet</b>	3	The City gathers information on specific animal involved, report on circumstances, and provide information for the household to be educated on coyote attractants, yard and neighborhood audits, and pet safety information.

<b>Coyote biting or injuring an unattended pet/pet on a leash</b>	3	The City gathers information on specific animal involved, report on circumstances, and provide information for the household to be educated on coyote attractants, yard and neighborhood audits, and pet safety information.
<b>Coyote following or approaching a person and pet (stalking)</b>	3	The City provides information for the resident to be educated on hazing techniques, what-to-do tips, yard/neighborhood audits, and pet safety information. Additionally, the City will work with the residents to eliminate coyote attractants in the area.
<b>Coyote following or approaching a person without a pet (stalking)</b>	4	The City provides information for the resident to be educated on hazing techniques, what-to-do tips, yard/neighborhood audits, and pet safety information. Additionally, the City will work with residents and local groups to eliminate coyote attractants in the area.
<b>Coyote biting or injuring a human</b>	5	The City informs the California Department of Fish and Wildlife. Residents will receive educational materials on coyote attractants, yard or neighborhood audits, hazing, and pet safety. Additionally, the City would work with the respective Humane Society, the County of Los Angeles, CDFW, elected officials, and its neighboring cities to send out mailers, partner with external stakeholders to host trainings and workshops, conduct a community meeting/town hall, and encourage the cities in the subregion to work with community groups to eliminate coyote attractants.

Other tiered coyote response systems that cities can consider are listed on the following pages as a reference.



### City of West Covina’s Four-tier Colored Coyote Response System

Coyote Action	Classification	Response
Coyote heard	Unobserved Level Green	Provide educational materials and info on normal coyote behavior
Coyote observed moving in area	Sighting Level Green	Provide education materials and info on normal coyote behavior
Coyote observed resting in area	Sighting Level Green	Educate on hazing techniques, what to do tips
Coyote observed resting in area with people present	Sighting Level Yellow	If area is frequented by people, educate on normal behavior and haze to encourage animal to leave. Look for and eliminate attractants.
Coyote entering a yard without pets	Sighting Level Yellow	Educate on coyote attractants, yard audit, provide hazing info
Coyote entering a yard with pets	Encounter Level Yellow	Educate on coyote attractants, yard audit, hazing info, pet safety
Coyote entering yard and injuring or killing pet w/o people present	Pet Attack Level Orange	Gather info on specific animals involved, report circumstances, educate on coyote attractants, yard/neighborhood audits, hazing, pet safety
Coyote biting or injuring unattended pet/pet on leash longer than 6’ with people present	Pet Attack Level Orange	Gather info on specific animals involved, report circumstances, educate on coyote attractants, yard/neighborhood audits, hazing, pet safety
Coyote following or approaching a person w/o pet (Stalking)	Encounter Level Red	Educate on hazing techniques and what to do tips. Removal/euthanasia considered if there is no response from the coyote to aggressive hazing, and there is evidence of recurrence.
Coyote following or approaching a person & pet (Stalking)	Encounter Level Red	Educate on hazing techniques and what to do tips and pet safety. Removal/euthanasia considered if there is no response from the coyote to aggressive hazing, and there is evidence of recurrence.

Coyote entering yard or home with people & pets, no injury occurring	Encounter Level Red	Gather info on specific animals involved, document circumstances, educate on coyote attractants, yard/neighborhood audits, hazing, pet safety. Removal/euthanasia considered depending on specific circumstances.
Coyote biting or injuring attended pet/pet on leash 6' or less	Pet Attack Level Red	Gather info on specific animals involved, document circumstances, educate on coyote attractants, yard/neighborhood audits, hazing, pet safety. City staff will inform the Los Angeles County Department of Agricultural Weights and Measures. Removal/ euthanasia recommended.
Coyote aggressive, showing teeth, back fur raised, lunging, nipping w/o contact	Threat Level Red	Gather info on specific animals involved, report circumstances, educate on coyote attractants, yard/ neighborhood audits, aggressive hazing, pet safety. City staff will inform the Los Angeles County Department of Agricultural Weights and Measures. Removal/euthanasia recommended.
Coyote biting or injuring person	Attack Level Red	Identify and gather information on specific animal involved, report circumstances, educate on coyote attractants, yard/ neighborhood audits, hazing, and pet safety. City staff will inform the Los Angeles County Department of Agricultural Weights and Measures. Removal/euthanasia recommended.

## City of San Gabriel's Adopted Coyote Behavior Classification Response System

<b>Coyote Action</b>	<b>Classification</b>	<b>Response</b>
Coyote heard	Observation	Distribute educational materials and information on normal coyote behavior
Coyote seen moving in area	Sighting	Distribute education materials and information on normal coyote behavior
Coyote seen resting in area	Sighting	If area frequented, educate people on normal behavior, haze to encourage animal to leave
Coyote following or approaching a person	Sighting Encounter	Educate on potential hazing techniques, what to do tips and pet management
Coyote following or approaching a person w/o pet	Encounter	Educate on potential hazing techniques, what to do tips and pet management
Coyote entering a yard without pets	Sighting	Educate on coyote attractants, yard audit, hazing information
Coyote entering a yard with pets	Encounter	Educate on coyote attractants, yard audit, hazing information, pet management
Coyote entering yard and injuring or killing pet	Incident	Develop hazing team in area, gather information on specific animals involved, report on circumstances, educate on coyote attractants, yard and neighborhood audits, pet
Coyote entering yard with people & pets, no injury occurring	Encounter	Gather information on specific animals involved, report circumstances, educate on coyote attractants, yard/neighborhood audits, hazing, pet management
Coyote biting or injuring pet on leash	Incident	Gather information on specific animals involved, report circumstances, educate on coyote attractants, yard/ neighborhood audits, hazing, pet
Coyote aggressive, showing teeth, back fur raised, lunging, nipping w/o contact	Incident	Gather information on specific animals involved, report circumstances, educate on coyote attractants, yard/ neighborhood audits, hazing, pet management.
Coyote biting or injuring person	Attack	Identify and gather information on specific animal involved, report circumstances, educate on coyote attractants, yard/ neighborhood audits, hazing, and pet management. If a human is attacked and physically injured by a coyote, City staff will inform the California Department of Fish and Wildlife.

## APPENDIX D: EFFECTIVE COYOTE HAZING STRATEGIES

Human behavior can shape animal behavior, in either a negative or positive manner. Residents living in close proximity to coyotes can remove coyote attractants, identify potentially dangerous situations for their pets and themselves, and respond in a manner designed to change coyote behavior. Successful hazing requires community involvement, understanding, and support. Residents should be equipped with tools and knowledge to respond consistently in their own neighborhoods, parks, and open spaces. Hazing should only take place in open spaces if residents are confirmed with an aggressive coyote.

- Hazing is a process whereby individuals make a coyote uncomfortable and choose to leave a situation where their presence is unwanted.
- Basic hazing consists of residents standing their ground, never ignoring or turning their backs to a coyote, and yelling and making unpleasant and frightening noises until the animal chooses to leave.
- More aggressive hazing consists of approaching an animal quickly and aggressively, waving arms, throwing projectiles in the direction of (but not at) the coyote, and spraying with a hose or water gun, all of which are used for creating fear of humans to encourage the animal to leave the vicinity.
- Once the act of hazing began, it must continue until the animal leaves the vicinity. Otherwise, the coyote will learn to wait until the person gives up. Not following through with hazing will create an animal more resistant to hazing instead of reinforcing the image that humans should be avoided.
- Hazing should never injure the animal. An injured animal becomes less predictable versus a normal, healthy one who responds in a consistent and predictable manner to hazing.
- Hazing should allow the coyote to return to its normal habitat in a direction that would minimize harm to the animal. Hazing the animal in the direction of other houses and busy streets should be avoided.
- Hazing uses a variety of different hazing tools. This is critical as coyotes can become accustomed to individual items and sounds.
  - Noisemaker: Voice, whistles, air horns, bells, “shaker” cans, pots, pie pans
  - Projectiles: Sticks, small rocks, cans, tennis balls, rubber balls
  - Deterrents: Hoses, spray bottles with vinegar, pepper spray, bear repellent, walking sticks

A common concern with hazing involves potential danger to the hazer. A coyote’s basic nature is very skittish and the nature of the species is what makes this technique successful. A normal, healthy coyote will not escalate a situation with an aggressive person. Hazing is not successful with every species of wild animal because different types of animals have different traits.

It is requested that residents submit a report to the local police department or city government each time they haze a coyote. Reports are most helpful when the following information is included:

- Date, location, time of day, number of coyotes
- Initial coyote behavior, hazing behavior, coyote response
- Effectiveness ratings – i.e. was the method used successful or not

- Tools and techniques used
- Additional details/comments

## GENERAL CONSIDERATIONS FOR HAZING COYOTES:

1. Levels of hazing need to be appropriately relevant to the coyote activity.
  - a. Coyotes are best left alone. Residents are encouraged to ignore coyotes if the coyotes ignore them. As with any wild animal, maintaining personal safety should be the primary goal.
  - b. Coyotes are often out late at night when few humans are present. This is a normal and acceptable coyote behavior. Hazing may not be necessary in this situation.

Exceptions: In early stages of hazing, programs should still engage animals. Coyotes that associate danger in the presence of humans under all circumstances will be reinforced to avoid contact.
2. Hazing must be more exaggerated, aggressive, and consistent when first beginning a program of hazing. As coyotes “learn” appropriate responses to hazing, it will take less effort from hazers. **Early in the process, it is extremely common for coyotes not to respond to hazing techniques.** Without a history of hazing, they do not have the relevant context to respond in the desired outcome, which is for them to leave the vicinity.
3. Techniques and tools can be used in the same manner for one or multiple coyotes. Usually there is a dominant coyote in a group who will respond - others will follow its lead. Residents should not ignore, turn their backs, or avoid hazing because there are multiple coyotes instead of a single individual coyote.
4. The more often an individual coyote is hazed by a variety of tools and techniques and a variety of residents, the more effective hazing will be in changing that animal’s future behavior.
5. Hazing must be directly associated with the person involved in the hazing actions. The coyote must be aware of where the potential threat is coming from and identifies the person.
6. Coyotes can and do recognize individual residents and animals in their territories. They can learn to avoid or harass specific individuals in response to behavior of the person and/or pet.
7. Coyotes can be routine in their habits. Identifying their normal habits can help target which habits to change. For example, the coyote patrols the same bike path at the same time in the morning three to five days a week. Hazers should concentrate on that time and place to encourage the animal to adapt its routine to decrease contact with residents.
8. Certain levels of hazing must always be maintained so that future generations of coyotes do not learn or return to unacceptable habits related to habituation to residents.
9. Human behavior must change to support hazing and continued identification and, if necessary, remove possible attractants.
10. Education about exclusion techniques including how to identify and remove attractants, personal responsibility in pet safety, and having reasonable expectations are critical parts of a coyote hazing plan.
11. Coyotes are skittish by nature. Habituated behavior is learned and reinforced by human behavior. As a rule, coyotes do not act aggressively towards aggressive people. The one exception is a sick or injured animal. Engaging a sick or injured animal can result in unpredictable behavior. If this is suspected, residents should not engage and instead remove themselves from the situation, then immediately contact the local police department.

12. Individuals involved in hazing need to be trained in explaining hazing to residents who witness the process. They also need to explain the difference between hazing and harassment of wildlife and goals of appropriate behavior for coexistence.

## APPENDIX E: YARD AUDIT CHECKLIST

	No Action Required	Adjustments Required	Recommended Action
<b>FOOD</b>			Never intentionally feed a coyote.
Pet Food			Never feed pets outdoors; store all pet food securely indoors.
Water Sources			Remove water attractants, such as pet water bowls.
Bird Feeders			Remove bird feeders or clean fallen seed to reduce the presence of small mammals that coyotes prefer to eat.
Fallen Fruit			Clean up fallen fruits around trees.
Compost			Do not include meat or dairy among compost contents unless the area is fully enclosed.
BBQ Grills			Clean up food around BBQ grills after each use.
Trash			Secure trash containers with locking lids and place curbside on pickup day. Periodically clean cans to reduce residual odors.
<b>LANDSCAPING</b>			Trim vegetation to reduce hiding places for rodents and coyotes and potential denning sites.
<b>STRUCTURES</b>			Restrict access under decks and sheds, around wood piles, or any other structure that can provide cover or denning sites for coyotes or their prey.
<b>FENCING*</b>			Enclose property with six-foot fence with additional extension or roller top to deter coyotes. Ensure that there are no gaps and that the bottom of the fence extends underground six inches or is fitted with a mesh apron to deter coyotes from digging underneath. * <b>Must comply with local municipal code</b>
<b>PETS</b>			Never leave pets unattended outside. Never allow pets to “play” with coyotes. Fully enclose outdoor pet kennels. Walk pets on a leash no longer than 6 feet in length.

# Wildlife Management Framework

San Gabriel Valley Council of Governments



**Contact information:**

**Sophia Sousa**  
Management Aide  
[ssousa@sgvcog.org](mailto:ssousa@sgvcog.org)

**Vanessa Guerra**  
Management Aide  
[vguerra@sgvcog.org](mailto:vguerra@sgvcog.org)



# San Gabriel Valley Wildlife Management Framework

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## Section 1: Introduction & Guiding Principles

The purpose of the **San Gabriel Valley Wildlife Management Framework (WMF)** is to provide guidance for coexisting with wildlife in the San Gabriel Valley region. The main goal of the WMF is to discourage the habituation of wildlife in an urban environment by using education, behavior modification, and a robust human/wildlife reporting and responding system. The recommended actions in this WMF are designed to increase communities' knowledge and understanding of how wild animals behave and to make clear how such behavior can be managed or reduced to eliminate human conflicts with wildlife.

This framework has been modeled after plans that were utilized by other municipalities in Southern California, including the 2019 San Gabriel Valley Coyote Management Framework. This framework does not supersede federal, state, county, and city regulations and policies. Additionally, this framework does not apply to San Gabriel Valley residents, businesses, or homeowner associations in pursuit of their legal rights in dealing with wildlife.

Wild animals exist throughout the San Gabriel valley, yet cities are not responsible for the actions or damage caused by them. Wild animals are a common and an integral part of our ecosystem, biosphere and the circle of life. They transcend city boundaries, which is why using a regional management approach is so important. Common types of wildlife observed in the San Gabriel Valley vary from apex predators and tertiary consumers, such as coyotes, black bears, mountain lions, and bobcats, to other secondary and primary consumers, including deer, opossums, raccoons, and skunks. Apex predators and tertiary consumers include animals that are at the “top” of the food chain, meaning they are not preyed upon by other animals. Secondary consumers include omnivores, meaning they eat meat and plants, that are both preyed upon and prey on other animals. Primary consumers include herbivores, meaning they only eat plants. Feral-domestic animals (FDAs), such as feral cats and peafowl, are prevalent as well. Table 1 lists each of these animals and their classification. As a result, humans, wild animals, and FDAs each share the same living space, inevitably leading to wild/feral animal-human interactions. This framework outlines how to safely coexist with the multitude of animals living in the San Gabriel Valley.

**Table 1–Trophic Levels of Animals Commonly Found in the San Gabriel Valley**

<b>Classification (Trophic Level)</b>	<b>Associated Animals</b>
Apex Predators/Tertiary Consumers	Black bears, mountain lions, coyotes, bobcats
Secondary Consumers	Wildlife: opossums, skunks, raccoons, rattlesnakes FDAs: feral cats and peafowl
Primary Consumers	Deer, wild rabbits, tree squirrels

As recommended by the California Department of Fish and Wildlife (CDFW), this WMF is guided by the following principles:

- Human safety is a priority in managing human-wildlife interactions.
- Wildlife serves an important role in San Gabriel Valley's ecosystems.
- Preventive practices are crucial to minimizing potential interactions and encounters with wildlife.

- Solutions for wildlife conflicts must address both problematic wildlife behaviors and the human behaviors that invite them.
- Non-selective wildlife removal programs are ineffective for reducing wildlife population sizes or preventing human-wildlife conflicts in the long run.
- Regionwide programs that involve residents can improve coexistence among humans, wildlife, and pets.

The strategy for this framework is based on balancing respect and protection of wildlife without compromising public safety. It focuses on public education and outreach, as well as responding appropriately during and after encounters with wildlife.

## Section 2: Public Education & Outreach

Wildlife awareness education is critical for residents to make informed decisions regarding their safety, properties, and pets by decreasing attractants, reshaping wildlife behavior, and creating reasonable expectations of normal wildlife behavior. Dissemination of information to residents, businesses, and schools will be accomplished through the use of the cities' websites, newsletters, social media, press releases, town halls, community meetings, wildlife management workshops, and other direct and indirect public outreach campaigns.

Learning how to properly and effectively respond to a wildlife encounter empowers residents and supports reshaping undesired wildlife behavior. The public should understand what normal wildlife behavior is when living in close proximity to wildlife. For example, coyote vocalization is a normal and acceptable behavior that does not indicate aggression.

### Local Government Best Practices for Wildlife Public Outreach

- Maintain a **wildlife encounter response system** (via phone and/or email) in which useful information may be provided.
- **Host town hall meetings and provide educational workshops on wildlife safety** and coexistence in communities with high human-wildlife interactions.
- Events should be **tailored to the needs of each city**, depending on the kinds of wildlife they most commonly experience.
- **Distribute information regarding wildlife** to residents and households in areas with high wildlife sightings.
- Information (mailers, social media posts, flyers, brochures, etc.) should be **offered in English and other languages that are widely spoken by local residents**.
- City websites should **include web pages with relevant information and resources** on wildlife management.

Cities are also encouraged to participate in the CDFW Wildlife Watch program. Wildlife Watch is a program that is modeled after the National Neighborhood Watch program. It allows residents and local agencies to address and resolve human-wildlife conflicts in their own community. Residents will need to complete required training and will be provided with support to develop an integrated wildlife

management plan specific to their needs. For more information on the wildlife watch please visit <https://wildlife.ca.gov/wildlife-watch>.

The following are key wildlife coexistence topics on which the public should be educated.

## 2.1 Attractants

While wild animals' attacks on humans are extremely rare, urban landscape development, intentional and unintentional feeding, pet-related incidents, and media attention have led some residents to fear certain kinds of wildlife in the San Gabriel Valley, namely coyotes and black bears. It is important to note the normal behaviors of certain wildlife, for example, attacks on free-roaming and unattended small pets are normal coyote behavior and do not necessarily indicate a danger for humans. Black bears will only come to urban areas when seeking food, so it is crucial to remove all possible food sources that may be accessible. So long as wildlife do not show signs of habituation and/or unprompted aggression, coexistence with wildlife is possible.

**Coexistence** refers to the ability to live with wild animals while maintaining their natural fear of humans. It does not mean living with animals in a way that promotes or creates their habituation.

Habituation typically occurs when wild animals associate people/neighborhoods with resources, such as food, water, or shelter, and as a result, lose their natural fear of humans. These resources are often called attractants. Habituation happens over time, and it can be attributed to unintentional/intentional feeding and the lack of reaction when faced with a wild animal. Habituation is dangerous, as habituated animals are less predictable and more comfortable around humans. Luckily, animal behavior can be shaped by human behavior. Residents should do their best to remove all wildlife attractants from their neighborhoods and keep their yards well-maintained, signaling to wildlife that it is not advantageous to live in their neighborhood. They must also act appropriately when confronted with wildlife. For more information on responding during wildlife encounters, see Section 3 and Appendices A and B.

The following subsections detail attractants related to food, water, and shelter. Residents should do their best<sup>1</sup> to remove these attractants from their yards/neighborhoods:

### Food

Urban areas provide a bounty of natural food choices for wildlife. It has been shown that wildlife will often forage on their natural food items even in an urban setting. However, human-associated food such as pet food, bird feed, unsecured compost or trash and fallen fruit in parks and yards, provide quick and easy access to calories, which result in wildlife favoring human food sources.

Intentional and unintentional feeding can lead wildlife to associate humans with sources of food, which can result in negative and aggressive interactions among wildlife, people, and pets. Unintentional feeding occurs when residents fail to remove potential food sources from their properties.

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<sup>1</sup> Residents living near black bears should be especially strict when removing wildlife attractants. Black bears have a keen sense of smell, with a radius of, at the very least, over one mile (National Parks Service, <https://www.nps.gov/yose/blogs/Bear-Series-Part-One-A-Bears-Sense-of-Smell.htm>).

To reduce food attractants in urban and suburban areas, residents should be educated to on the following Do's and Don'ts:

Do...

- Maintain good housekeeping, such as regularly raking areas around bird feeders and trimming overgrown foliage.
- Harvest fruit off trees as soon as it is ripe, and promptly collect fruit that falls.
- Keep trash in high-quality containers with tight-fitting lids.
- Only place trash bins curbside during the morning of trash collection. If left out overnight, trash bins are more likely to be tipped over and broken into.
- Keep barbecue grills clean and stored in a garage or shed when not in use.
- Bring pets in at night and provide safe and secure quarters for livestock.
- Compost food waste in fully and properly secured bins. Residents near black bears will need bear-resistant compost containers.

Don't...

- Hand-feed or feed cats, squirrels, peafowl, deer or any other wildlife or feral domestic animal—this will attract larger kinds of wildlife, like coyotes and bears, to your neighborhood.
- Feed pets outside. If feeding pets outside is necessary, remove the feeding bowl and any leftover food promptly.
- Toss food scraps out into the yard

In addition to the recommendations listed above, residents living within close proximity to bears should be advised to implement the following recommendations:

- Purchase and properly use a bear-resistant garbage container.
- If you must, hang bird feeders during November through March and make them inaccessible to bears by hanging them at least 10 feet from the ground and six feet from any climbable structure.
- Do not leave trash, groceries, or pet food in your car, as bears can smell these food sources and easily rip through cars to access them.
- Do not leave any scented products outside, even non-food items such as suntan lotion, insect repellent, soap or candles.

### **Water**

Urban areas provide a year-round supply of water in the form of stormwater impoundments and channels, artificial lakes, irrigation, swimming pools, and pet water dishes, which support wildlife. In dry conditions, water can be as alluring as food. Residents should remove outdoor water bowls/cans, fix pipe leaks, and secure fountains, pools, and jacuzzis with covers.

### **Shelter**

Parks, greenbelts, open spaces, sumps, golf courses, buildings, sheds, decks, and crawl spaces increase the amount and variability of cover for wildlife. These spaces allow them to safely and easily remain close to residents, pets, homes, and businesses without detection. Wildlife may take advantage of available spaces under sheds or decks for use as a den or lair, thereby bringing them into close contact with residents and pets. Residents should block access to crawl spaces, the underside of sheds/decks and porches, and any other well hidden area that can house wild animals.

## **Feral Domestic Animals (FDAs)**

FDAs include animals such as peafowl, feral cats, domestic ducks and geese, and rock pigeons. For the purpose of this framework, FDAs will represent only peafowl and feral cats. FDA's and residents' relationships with them contribute to increased FDA populations and attract other kinds of wildlife. For more information on feral domestic animals, see Section 5.

Residents are encouraged to use the Yard Audit Checklist (Appendix C) as a tool to help recognize and remove attractants in their yards and neighborhoods.

## **2.2 Deterrents**

In addition to removing attractants, residents are encouraged to use deterrents, especially in areas where wildlife is consistently present. Deterrents stop or discourage wildlife from engaging in unwanted behavior, for example, entering one's yard or eating one's plants. Wild animals can be deterred by light, sound, and/or scent. See Appendix B for additional deterrent examples.

### **Light**

Wildlife typically do not like bright or flashing lights, especially at night. Use motion detection lighting, strobe lighting, and, during the holiday season, blinking holiday lights. If it is likely that an animal has made a den or lair in one's yard, place a flashlight near its entrance at dusk when the animals have left, and leave it on throughout the night. This will encourage the animal to leave and make a home elsewhere.

### **Sound**

Certain noises can be unsettling to wild animals. If feasible, use a radio on a talk-show station or connect any device with access to YouTube to a speaker and play one of the videos linked below. If an animal is already present in one's yard/home, make loud, jarring noises, to encourage the animal to leave. This can be accomplished by banging pots and pans together, shaking a tin can full of coins, yelling, and honking a car or air horn. If the animal is a black bear, advise residents to move to a safe space in their home and try their best to make sure there is a clear exit path for the bear. If it is possible to make noise from that space, they may do so to encourage the bear to leave.

The following list includes links to sounds that may be used to deter wildlife:

- Small Crowd Talking Ambience
  - <https://www.youtube.com/watch?v=IJQdnHT3MCA>
- Small Crowd Chatter Sound Effect
  - <https://www.youtube.com/watch?v=FvsR1GBJc8E>

### **Scent**

The scents of bleach and ammonia are offensive to most wildlife. Place bleach or ammonia soaked rags (never both—when combined, they produce fumes toxic to both humans and wildlife) near items that may attract wildlife, such as trash bins, or near potential den/lair spaces. You may also make a homemade spray by combining vinegar and ammonia in a clean spray bottle. Use a 50/50 solution of ammonia or vinegar with water. You may spray this mixture around the perimeter of your yard or along the fence of your property. It is recommended to use these deterrents once a week and replace/respray them after rainfall. Please note, these sprays are not intended to be sprayed on wildlife directly. For those living near

black bears, the scent of pine-based cleaners also serves as a deterrent, but avoid using anything with a fresh, lemony, or fruity smell.

### **2.3 Pet Protection**

The most common wildlife threat to pets is the coyote. Coyotes may prey on pets, including, but not limited to, dogs, cats, chickens and other birds, and rabbits. Any pet left unprotected and unsupervised is vulnerable, especially in areas where coyotes are prevalent. Other kinds of wildlife in the San Gabriel Valley are generally wary of pets, but some animals may attack pets if they feel threatened. For example, a black bear defending her cubs may become aggressive toward a dog that provokes her cub.

- The best way to minimize risk to pets from apex predators (and the other dangers of outdoor life such as cars and disease) is to keep small pets indoors, only let them outside in a secured enclosure or when accompanied by a person (within six feet).
- It is important to either keep dogs on a leash that is six feet long or shorter when outdoors or to stay within six feet of them (if unleashed) when outside. Coyotes may view a dog on a leash longer than six feet as an unattended pet. Coyote attacks on free-roaming small cats or dogs are normal animal behavior and do not indicate a danger for humans. A free-roaming pet is considered as an unattended domestic pet outside of its enclosed yard or area.
- Although attacks on larger dogs are rare, apex predators may attack a large dog when they feel that their territory is threatened.

### **2.4 Laws & Ordinances**

It is important residents are made aware of state and local laws/ordinances regarding wildlife and feral domestic animals. For more information on relevant laws/ordinances regarding wildlife in the San Gabriel Valley, see Section 5.

## **Section 3: Response & Reporting**

A five-tier safety response plan has been developed by the SGVCOG to provide a mechanism for identifying and classifying different levels of human-wildlife interactions for member agencies. This response plan serves as a regional approach to identify different types of wildlife encounters and their frequency. Cities are encouraged to adapt and adjust SGVCOG's response plan or develop a plan that is more suitable to the individual cities' needs; however, levels of wildlife behavior and response actions should be consistent with SGVCOG's response plan. Several cities in the San Gabriel Valley have already developed their own tiered reporting and response systems for human-coyote interactions, but the system proposed by the SGVCOG is the first to encompass all wildlife. In addition to the tiered wildlife response plan, the SGVCOG has included a separate response plan for black bear encounters, which require a slightly different, more tailored response. Appendix D showcases both of the SGVCOG's response systems.

If a human is attacked or physically injured by a wild animal, cities and counties will work with the CDFW, which will be the lead investigating agency, to identify and remove the responsible animal if necessary. As a last resort, lethal removal will be considered if there is a public safety issue with a particular wild animal threatening residents. This will only be used after a thorough investigation and

correct identification of the offending animal. If there is an immediate public safety issue, such as a wild animal threatening residents in an area frequented by people, the local police department will respond.

Cities should encourage residents to report all wildlife encounters to CDFW through their Wildlife Incident Report (WIR) webpage at <https://apps.wildlife.ca.gov/wir/incident/create>. Residents can report sightings of, or encounters with, all kinds of wildlife, including black bears, bobcats, mountain lions, deer, racoons, skunks, and more. Reporting wildlife encounters helps both SGVCOG and CDFW to identify potential trouble areas where certain kinds of wildlife are frequently sighted, allowing them to focus resources where they are needed most.

**Threatening wildlife behavior or animal bites/attacks on humans should be reported immediately to emergency services at 9-1-1.** If a resident has been bitten or wounded by a wild animal, please direct the injured resident to seek immediate medical attention. All animal bites to humans are legally reportable in Los Angeles County except for rodent and rabbit bites. For more information, please visit the Los Angeles County Department of Public Health website at <http://publichealth.lacounty.gov/vet/biteintro.htm>.

## Section 4: Behavior Modification & Hazing

It is possible for wildlife to become too comfortable in the close proximity of residents, a process otherwise known as habituation. To safely coexist and prevent habituation, residents must modify their behavior to shape wildlife behavior. Habituated wildlife behavior needs to be reshaped to encourage wild animals to avoid contact with residents and pets.

Hazing, also known as “fear conditioning” or “scaring,” facilitates this change and is, by necessity, a community response to negative encounters with wildlife. It is most commonly used to prevent coyotes from becoming habituated. The more an individual animal is hazed, the more effective hazing is in changing animal behavior. Removing attractants contributes to this change as well, signaling to wildlife that there is no food, water, or shelter available to them, encouraging them to move to another area.

Hazing employs the immediate use of deterrents to move an animal out of an area or discourage undesirable behavior or activity. When hazing, it is recommended to utilize deterrents such as loud noises, water, bright lights, and projectiles. Other acts of hazing include waving arms to make oneself appear big, spraying water in the direction of animals, and shouting. Hazing can help maintain a wild animal’s fear of humans and discourage them from key areas in neighborhoods, such as backyards and play areas. Hazing is not always applicable or recommended in every encounter with wildlife. Please see Appendices A and B for additional details on when/how to haze, effective hazing strategies and other responses to implement when you see a certain wild animal.

Hazing is not intended to harm or damage animals, humans, or property, but to change the animal’s behavior. A wild animal, similar to a dog, will not know that the behavior it is engaging in is unwanted unless some type of message is sent and reinforced repeatedly. Behavioral change also involves human activities such as identifying and removing attractants and protecting pets responsibly. If a human sees a wild animal in an urban area and does not respond in any way, a message opposite of hazing is conveyed to the animal.



### **Goals of Hazing**

It is not economically and ecologically efficient to eradicate wildlife from the urban ecosystem. Hazing is part of a long-term plan to create safe and acceptable living situations and reduce human-wildlife conflict. The goals of hazing include:

- To reshape wildlife behavior to avoid human contact in an urban setting. Human behavior can shape animal behavior, in either a negative or positive manner. People living in close proximity to wildlife can remove attractants, identify potentially dangerous situations for their pets and themselves, and respond in a manner designed to change wildlife behavior, preventing habituation.
- To provide residents information and tools to actively engage in reshaping wildlife behavior and to support feeling safe in their parks and neighborhoods. This can be accomplished by teaching residents effective and appropriate hazing techniques.
- To model hazing behavior and share accurate information about wildlife among other residents, friends, and family.
- To monitor hazing to assess its effectiveness and determine if further action or more aggressive hazing is needed.
- To develop long-term community-based hazing programs.

## **Section 5: Feral-Domestic Animals**

In addition to wild animals, feral domestic animals (FDAs) play a significant role in coexisting with wildlife. These animals include, but are not limited to, peafowl, feral cats, and rock pigeons. This framework will only discuss peafowl and feral cats when referring to FDAs. FDAs' presence, and residents' relationships with them, often attract other forms of wildlife to a neighborhood. When residents feed FDAs, they consequently feed wildlife as well. Leftover food from bowls set out for certain animals, and even the animals themselves, attract wildlife. For example, when a resident leaves a bowl of cat food out with the intent of feeding feral cats, they also feed surrounding opossums, racoons, and skunks, as well as the coyotes that prey on feral cats. Another common example occurs when residents feed deer and as a result, attract bears.

It is illegal to feed wildlife in the State of California, whether intentionally or unintentionally. Feeding FDAs often results in the unintentional feeding of wildlife. While it may be compelling to feed FDAs, it is harmful to them and surrounding wildlife. Human food is unhealthy for FDAs and wild animals, and feeding them can lead to malnourishment and/or death. Feeding results in an increased, unnatural population of FDAs and wild animals, increasing the likelihood of transmitting diseases to both people and other animals.

The same guidelines outlined for wildlife in sections 2.1 through 2.4 can be applied to FDAs. The following subsections will discuss any additional information related to FDAs. Figure 1 summarizes these guidelines, along with additional information regarding black bears and FDAs.

**Figure 1—Summary of General Considerations for All Wildlife and FDAs with Additional Information on Select Animals**

<p style="text-align: center;"><b>Considerations for all wildlife and FDAs</b></p> <p>Do...</p> <ul style="list-style-type: none"> <li>• Keep foliage well trimmed</li> <li>• Regularly rake areas around bird feeders</li> <li>• Harvest fruit as soon as it's ripe and promptly collect fruit that falls</li> <li>• Keep trash in high-quality containers with tight-fitting lids</li> <li>• Only place trash bins curbside during the morning of trash collection</li> <li>• Keep barbecue grills clean and stored in a garage or shed when not in use</li> <li>• Bring pets in at night and provide safe and secure quarters for livestock</li> <li>• Compost food waste in fully and properly secured bins</li> <li>• Remove outdoor water bowls/cans</li> <li>• Fix pipe leaks</li> <li>• Secure fountains, pools, and jacuzzis with covers</li> <li>• Block access to crawl spaces, the underside of sheds/decks and porches, and any other well hidden area that can house wild animals</li> </ul> <p>Don't...</p> <ul style="list-style-type: none"> <li>• Feed wildlife</li> <li>• Feed pets outside; if feeding pets outside is necessary, remove the feeding bowl and any leftover food promptly</li> <li>• Toss food scraps out into the yard</li> </ul> <p>Deterrents</p> <ul style="list-style-type: none"> <li>• Use motion detection lighting, strobe lighting, and, during the holiday season, blinking holiday lights</li> <li>• Make loud, jarring noises, including but not limited to, banging pots and pans together, shaking a tin can full of coins, yelling, and honking a car or air horn</li> <li>• Place bleach, ammonia, or vinegar soaked rags (never both bleach and ammonia—when combined, they produce fumes toxic to both humans and wildlife) near items that may attract wildlife, such as trash bins, or near potential den/lair spaces</li> </ul>	<p style="text-align: center;"><b>Black Bears</b></p> <ul style="list-style-type: none"> <li>• Purchase and properly use a bear-resistant garbage container</li> <li>• Hang bird feeders during November through March and make them inaccessible to bears by hanging them at least 10 feet from the ground and six feet from any climbable structure</li> <li>• Use pine based-cleaners as a scent deterrent</li> <li>• Do not leave trash, groceries, or pet food in your car, as bears can smell these food sources and easily rip through cars to access them</li> <li>• Do not leave any scented products outside, even non-food items such as suntan lotion, insect repellent, soap or candles</li> <li>• If a black bear is in one's yard, one should move to a safe space in their home and make sure there is a clear exit path for the bear. If the bear does not leave after a long period of time, have the resident call 9-1-1</li> </ul>
<p style="text-align: center;"><b>Feral Cats</b></p> <ul style="list-style-type: none"> <li>• Adult feral cats can not be socialized into indoor cats</li> <li>• Trap-neuter-release programs can help maintain feral cat populations</li> </ul>	
<p style="text-align: center;"><b>Peafowl</b></p> <ul style="list-style-type: none"> <li>• Cover gardens with gravel or rocks</li> <li>• Include plants that peafowl dislike in yards/gardens</li> <li>• Trap and relocate using licensed trapper</li> </ul>	

**Feral Cats**

Feral Cats are un-owned domestic cats that live outdoors with little to no human interaction. Although they might seem helpless, it is important that residents do not feed feral cats. Feeding feral cats can attract other wildlife and pests to that particular area where food sources are readily available.



Feral cats can sometimes be difficult to tell apart from stray cats. In contrast to feral cats, stray cats are cats that, at some point in their lives, lived indoors and socialized with humans. Adult feral cats have never socialized with people and cannot become indoor cats. They do not approach humans and will move cautiously with their body crouched low to the ground and their tail down. They are constantly observing their surroundings.

Cities should refer residents to trap-neuter-release programs to help reduce feral cat populations. Trap-neuter-release programs involve humanely trapping feral cats and bringing them to a veterinarian's office to be spayed/neutered and sometimes vaccinated. The cats are then returned to their outdoor home. The San Gabriel Valley

Humane Society offers this service at a low cost. To participate, residents must contact the Humane Society for further instruction. Additional information is available on the Humane Society’s website at <https://www.sgvhumane.org/trap-neuter-return-cat>. A list of trap-neuter-release programs within Los Angeles County can be found at: [http://www.spaycalifornia.org/feral/feral\\_losanageles.htm](http://www.spaycalifornia.org/feral/feral_losanageles.htm).

**Peafowl**

Residents might consider peafowl as wildlife, but they are actually FDAs. Peafowl are large birds known for their colorful feathers. Although they are beautiful, peafowl can become a nuisance to residents. Peafowl are capable of causing damage to cars, lawns, and the roofs of properties.



When landscaping, it is suggested to cover gardens with gravel or rocks to prevent peafowl from digging up plants to create loose soil for bathing purposes. It is also recommended that residents consider including plants that peafowl dislike in their yards. Table 2 lists plants that peafowl like and dislike. Cities should encourage residents to remove plants that peafowl like and replace them with plants they dislike.

**Table 2–Plants Peafowl Like and Dislike**

Plants Peafowl Like		Plants Peafowl Disike	
<ul style="list-style-type: none"> <li>● Amaryllis</li> <li>● Begonia</li> <li>● Broccoli</li> <li>● Brussel Sprout</li> <li>● Cabbage</li> <li>● California Poppy</li> <li>● Cauliflower</li> <li>● Chive</li> <li>● Holly Berries</li> <li>● Impatiens</li> <li>● Kale</li> <li>● Kohlrabi</li> <li>● Lettuce</li> </ul>	<ul style="list-style-type: none"> <li>● Lettuce</li> <li>● Nasturtium</li> <li>● Pansy</li> <li>● Petunia</li> <li>● Primrose</li> <li>● Stock</li> <li>● Stock Cauliflower,</li> <li>● Sweet Alyssum</li> <li>● Tomato</li> <li>● Water Stock</li> <li>● Young Spinach</li> <li>● Young Plants (any variety)</li> </ul>	<ul style="list-style-type: none"> <li>● Agapanthus</li> <li>● Azalea</li> <li>● Baby’s Breath</li> <li>● Bee Balm</li> <li>● Bird of Paradise</li> <li>● Blazing Star</li> <li>● Liatris</li> <li>● Bougainvillea</li> <li>● Butterfly Plant</li> <li>● Cactus</li> <li>● Camellia</li> <li>● Cannas</li> <li>● Clivia</li> <li>● Columbine</li> <li>● Coneflower</li> <li>● Ferns</li> <li>● Fuchsia</li> <li>● Gaillardia</li> <li>● Gardenia</li> <li>● Geranium</li> <li>● Giant Columbine</li> <li>● Gladiola</li> <li>● Gloriosa Daisy</li> <li>● Hen &amp; Chicken</li> <li>● Hibiscus</li> </ul>	<ul style="list-style-type: none"> <li>● Hardy Lavender</li> <li>● Hostas</li> <li>● Iris</li> <li>● Ivy</li> <li>● Lantana</li> <li>● Lavender</li> <li>● Marigold</li> <li>● Mint</li> <li>● Mum</li> <li>● Oleander</li> <li>● Painted Daisy</li> <li>● Periwinkle</li> <li>● Peonies</li> <li>● Phlox</li> <li>● Pink Lady</li> <li>● Plumbago</li> <li>● Poinsettia</li> <li>● Pyracantha</li> <li>● Rhododendron</li> <li>● Rose</li> <li>● Shasta Daisy</li> <li>● Snapdragon</li> <li>● Sunburst</li> <li>● Coreopsis</li> <li>● Weigela</li> </ul>

Cities can establish their own peafowl management plans that go beyond attractant removal and deterrent implementation. Because peafowl are FDAs and not considered wildlife, cities can implement their own peafowl trap and relocation programs. The cities of La Cañada Flintridge and Rancho Palos Verdes both have established peafowl management plans that involve the trapping and relocating of peafowl (Appendix J). In both plans, the goal is to maintain peafowl populations below a sustainable census. Once peafowl populations exceed this census, cities are responsible for the trapping and relocation of peafowl. This can be accomplished by hiring a licensed trapper, who will identify new homes for the trapped peafowl.

## **Section 6: Relevant Laws**

California law prohibits feeding, breeding, and sheltering wildlife (including rodents) and local police departments are obligated to enforce applicable state statutes pertaining to this activity. Cities and counties are encouraged to adopt ordinances that further discourage residents from feeding wildlife. Please see Appendix F for sample ordinances prohibiting the feeding of wildlife from the Cities of Azusa and Davis, California.

Additionally, California law prohibits the trapping and relocation of nongame mammals. Trapped nongame mammals must either be killed immediately or released.

California and Los Angeles County codes regarding feeding and trapping wildlife are listed below. Please see Appendix G to view the codes in their entirety.

- California Code of Regulations Title 14. Section 251.1. Harassment of Animals
- California Code of Regulations Title 14. Section 465.5(G)(1) Use of Traps/Immediate Dispatch or Release
- Los Angeles County Code Title 10. Sections 10.84.010-10.84.020. Providing Food For Certain Rodents or Predator Animals Prohibited

## APPENDIX A: HAZING AND OTHER GENERAL CONSIDERATIONS FOR WILDLIFE ENCOUNTERS

Human behavior can shape animal behavior in either a negative or positive manner. Residents living in close proximity to wildlife should remove attractants, identify potentially dangerous situations for their pets and themselves, and respond in a manner designed to change wildlife behavior.

Successful hazing requires community involvement, understanding, and support. Residents should be equipped with tools and knowledge to respond consistently in their own neighborhoods, parks, and open spaces. Levels of hazing need to be appropriately relevant to the wild animal's activity, for example, wildlife may be more prevalent during morning, evening, and nighttime hours, when less humans are out. In most cases, this is normal behavior, and hazing may not be necessary in this situation.

The following bullets outline key components of hazing wildlife:

- Hazing is a process whereby individuals make an animal uncomfortable so that the animal chooses to leave a situation where their presence is unwanted.
- Basic hazing consists of residents standing their ground, never ignoring or turning their backs on an animal, and yelling and making unpleasant and frightening noises until the animal chooses to leave.
- Once the act of hazing begins, it must continue until the animal leaves the vicinity. Otherwise, the animal will learn to wait until the person gives up. Not following through with hazing will create an animal more resistant to hazing instead of reinforcing the image that humans should be avoided.
- Do not haze injured animals. An injured animal becomes less predictable versus a normal, healthy one who responds in a consistent and predictable manner to hazing.
- Hazing should allow the animal to return to its normal habitat in a direction that would minimize harm to the animal. Hazing the animal in the direction of other houses and busy streets should be avoided.
- Hazing uses a variety of different hazing tools. This is critical as animals can become accustomed to individual items and sounds. The following items are often used to haze animals:
  - Noisemakers: Voice, whistles, air horns, bells, “shaker” cans, pots, pie pans
  - Projectiles: Sticks, small rocks, cans, tennis balls, rubber balls
  - Deterrents: Hoses, spray bottles with vinegar, pepper spray, bear repellent, walking sticks, ammonia soaked rags

**Animal harassment and abuse is illegal and *not* a form of hazing. Hazing should *never* injure an animal.** The following subsections further detail how residents should respond during certain wildlife encounters:

## Coyotes

In most cases, it is recommended to implement the hazing techniques listed below when faced with a coyote in an urban area. Sometimes, it is necessary to use more aggressive hazing toward coyotes that show signs of habituation. In this situation, approach the coyote quickly and aggressively, waving arms, throwing projectiles in the direction of (but not at) the animal, or spraying water with a hose or water gun. All of these techniques are used to reinforce a coyotes' natural fear of humans, encouraging the coyote to leave the vicinity. Unprompted hazing may not be necessary during late night encounters with coyotes, as they are often out when humans are not present. The following is a list of tips and other considerations regarding hazing coyotes:



- Hazing must be more exaggerated, aggressive, and consistent when first beginning a program of hazing. As coyotes “learn” appropriate responses to hazing, it will take less effort from hazers. **Early in the process, it is extremely common for coyotes not to respond to hazing techniques.** Without a history of hazing, they do not have the relevant context to respond to the desired outcome, which is for them to leave the vicinity.
- Techniques and tools can be used in the same manner for one or multiple coyotes. Usually there is a dominant coyote in a group who will respond - others will follow its lead. **Residents should not ignore, turn their backs, or avoid hazing because there are multiple coyotes instead of a single individual coyote.**
- The more often an individual coyote is hazed by a variety of tools and techniques and a variety of residents, the more effective hazing will be in changing that animal's future behavior.
- Hazing must be directly associated with the person involved in the hazing actions. The coyote must be aware of where the potential threat is coming from and identify the person.
- Coyotes can and do recognize individual residents and animals in their territories. **They can learn to avoid or harass specific individuals in response to behavior of the person and/or pet.**
- Coyotes can be routine in their habits. **Identifying their normal habits can help target which habits to change.** For example, the coyote patrols the same bike path at the same time in the morning three to five days a week. Hazers should concentrate on that time and place to encourage the animal to adapt its routine to decrease contact with residents.
- Certain levels of hazing must always be maintained so that future generations of coyotes do not learn or return to unacceptable habits related to habituation to residents.
- Human behavior must change to support hazing and continued identification and removal of possible attractants.
- Education about exclusion techniques including how to identify and remove attractants, personal responsibility in pet safety, and having reasonable expectations are critical parts of a coyote hazing plan.
- Coyotes are skittish by nature. Habituated behavior is learned and reinforced by human behavior. **As a rule, coyotes do not act aggressively towards aggressive people. The one exception is a sick or injured animal.** Engaging a sick or injured animal can result in unpredictable behavior. If

this is suspected, residents should not engage and instead remove themselves from the situation, then immediately contact the local police department.

- Individuals involved in hazing need to be trained in explaining hazing to residents who witness the process. They also need to explain the difference between hazing and harassment of wildlife and goals of appropriate behavior for coexistence.

### **Black Bears**

Black bears are generally timid animals; they will seek to avoid confrontation with humans. The black bears' presence in urban areas has increased over time, as they've come to realize urbanized spaces offer an abundance of resources. Because of this, it is very important to remove all attractants from one's yard/neighborhood. For a detailed list of possible attractants, see section 2.a.



It is useful for residents to understand the difference between normal and habituated black bear behavior. That way, when confronted with a black bear in their neighborhood, they will know how to respond. Normal black bear behavior includes spending most of its time foraging or walking around in search of food, water, and other resources. Black bears, especially cubs, will sometimes vocalize or climb trees. If a black bear is in a tree, do not stand below it or otherwise make the bear feel trapped. Instead, leave the bear alone so that it feels safe to climb back down and leave the area. In the event that a black bear exhibiting normal behavior is found in a neighborhood, residents should remove all attractants and stay out of the bear's path.

On the other hand, a habituated bear shows little to no overt reaction to people as a result of being repeatedly exposed to anthropogenic stimuli without substantial consequences. A bear is likely habituated if it does not respond to people's attempts to shoo the bear away (yelling and making other loud noises) and/or is causing damage to vehicles or structures. Residents who have experienced property damage can request a depredation permit to lethally remove the bear causing damage.

**A Depredation Permit** is a legal document obtained by a homeowner or tenant from CDFW that enables residents to address (within the bounds of the permit) a predator that has caused property damage, or has injured or killed livestock, poultry, or pets. A CDFW biologist will assess the situation before providing a depredation permit. Picture/video evidence of the animal's behavior is not required but is extremely helpful in determining the necessity of a depredation permit. Once a depredation permit is issued, residents are responsible for hiring a licensed agency to address the situation as allowed by the permit.

CDFW will only remove black bears in extreme cases. This can be a lengthy process as the bear will need to be trapped, and CDFW will need to confirm it is the bear causing the issues. CDFW will try to find a suitable habitat for the bear. Because this is difficult to accomplish, "removal" often means humane euthanasia. An intense discussion with CDFW, the city, and federal partners will need to take place in order to make the decision regarding the bear. Table 2 summarizes the differences between normal and habituated black bear behavior.

**Table A-1–Normal vs. Habituated Black Bear Behavior**

Normal Black Bear Behavior	Habituated Black Bear Behavior
<ul style="list-style-type: none"> <li>● Foraging/walking in search of food/water (even in foothill communities)</li> <li>● Climbing trees (especially cubs)</li> <li>● Vocalizing</li> </ul>	<ul style="list-style-type: none"> <li>● Little to no reaction toward humans’ attempts at shooing the bear away</li> <li>● Damaging vehicles/structures and other property</li> </ul>

Please remember the following tips provided by the CDFW when faced with a black bear...

In/near your home:

- If a bear breaks into your home, do not confront the bear. Instead, provide an escape route and do not block exit points. If the bear cannot find its way out, hide in a safe space and call 911.
- If you encounter a bear in your yard, chances are it will move on if there is nothing for the bear to forage. It is recommended that residents first remain indoors and wait for the bear to leave on its own. If the bear does not leave after some time, you can encourage the bear to leave by using noise makers or blowing a whistle within your home.
- If the bear is accompanied by its cubs, keep your distance and allow them to pass through. If you are inside and see a bear with its cubs in your yard, remain inside, as the bear may be more inclined to protect its cubs.

On a hike or in a remote area:

- If the black bear does not see you, back away slowly and increase your distance. Clap hands or make noise so the bear knows you are there and will move on.
- If the black bear sees you, do not make eye contact. Slowly back away. Do NOT run. Let the bear know you are not a threat. Give it a way out.
- Carry and know how to use bear spray as a deterrent. In the event of a black bear attack, it is usually recommended to fight back. However, each situation is different. Prevention is the key.

General considerations regarding black bears:

- If a black bear approaches you, make yourself look big by lifting and waving your arms. Use noisemakers, or yell at the bear. If small children are present, keep them close to you.
- Female black bears will often send cubs up a tree and leave the area in response to a perceived threat. Do not remain in the area – when you leave, she will come back for her cubs.
- Black bear attacks are rare in California and typically are defensive in nature because the bear is surprised or defending cubs; however, bears accustomed to people may become too bold and act aggressively.
- In the very rare situation that a bear does attack you, fight back and do NOT play dead.

Once the bear leaves, residents should remove whatever attracted the bear to the area and any other attractants. For additional information on the CDFW’s response, methods, and decision-making process in managing human/bear conflicts in California, please see their updated black bear policy at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=198982&inline>. The purpose of the CDFW’s black



bear policy is to provide guidance to staff and the public on how human/bear categories will be handled through their department.

### **Mountain Lions (also known as Pumas or Cougars)**

While it is unlikely, it is possible to encounter a mountain lion, especially during hikes in/near the San Gabriel Mountains. Mountain lions are rather reclusive and are wary of humans, making human encounters with them especially rare. If a resident does encounter a mountain lion, they should be educated to:



- Immediately pick up children and/or small pets.
- Make themselves appear larger by standing close to other people, opening jackets/other layers of clothing, and raising their arms (waving them slowly).
- Make noise by yelling, banging a walking stick/water bottle, and speaking slowly and loudly.
- Maintain eye contact.
- Never run away, turn their back, crouch down, or bend over.
- Slowly create distance and allow the mountain lion a route to escape.

To avoid attracting mountain lions, residents should never feed or otherwise attract deer, a mountain lion's prey.

### **Bobcats**

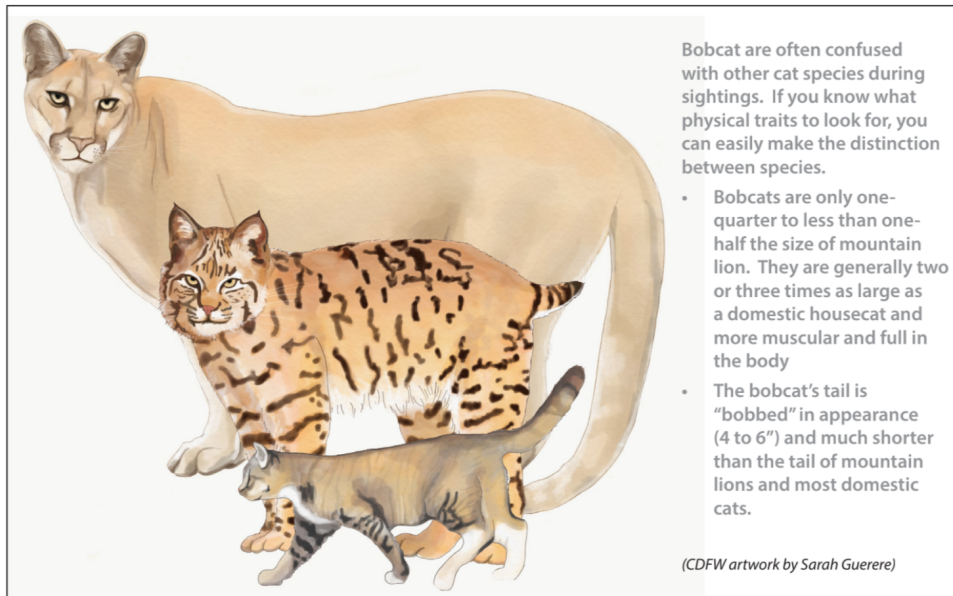
Bobcats are medium-sized members of the wild cat family and are often mistaken for other cat species. One easy way to distinguish bobcats is by their size. They are only one-quarter to less than one-half the size of a mountain lion. They are generally two to three times larger than a housecat and more muscular and full in the body. Their tails are significantly shorter than the tails of mountain lions and most domestic cats. A bobcat's diet consists of rabbits, rodents, rats, raccoons, deer fawns and birds. They also consume plants like grass and fruit. Bobcats have always been around but are rather reclusive and are known to be very shy, elusive and avoidant. When encountering a bobcat, it is important to:



- Back away slowly and deliberately from the bobcat, creating as much distance as possible.
- Never turn your back on the bobcat.
- Never run away, as that can provoke the bobcat into instinctively pursuing you.
- If you have water, throw or spray it at the bobcat, as they dislike water
- Never approach or attempt to handle a bobcat

Figure 1 details key differences between identifying bobcats, mountain lions, and feral/domestic house cats.

**Figure A-1–Key Differences When Identifying Bobcats, Mountain Lions, and House Cats**



## Deer

Whether on a hike or in one's front yard, deer can be spotted throughout the San Gabriel Valley. Just as with any wild animal, it is important to maintain a safe distance when spotting a deer. Deer are naturally afraid of humans, and they will typically leave at the sight of one. While it is possible for deer to become aggressive and/or violent, it is unlikely that residents will experience this behavior. Be wary of deer that start to stomp or scrape the ground with their hooves and lower their heads, as this behavior indicates potential aggression. Never challenge the deer. Instead, slowly back away while looking downward. If deer are frequently spotted near one's property, consider installing motion detection lights to deter them (and most other wild animals) from entering the yard.



While it may not be common in the San Gabriel Valley, residents should understand that it is possible to run into a deer while driving. The best way to avoid hitting a deer on the road is by:

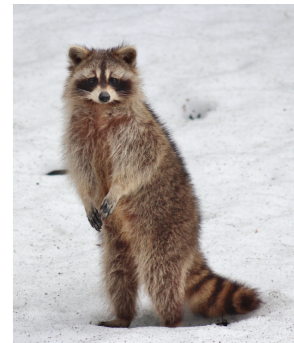
- Slowing down on roads with deer crossing warning signs
- Being alert especially at dawn and dusk

If one sees a deer in the road, they should brake firmly and calmly, stay in their lane, and honk loudly. Swerving could make one lose control of their vehicle. If one does hit a deer, they should immediately turn on their hazard lights and move their vehicle to a safe location. The collision should then be reported to local law enforcement or state police. If someone is injured, they should immediately contact emergency services.

Deer can often serve as pests to those trying to cultivate a garden. To deter deer from any yard or garden, residents should consider planting deer resistant plants. These plants include agave, cacti, wild lilac, gazania, African daisy, bamboo, tree mallow, lion's tail, oregano, rosemary, yucca, thyme, and scaevola. Residents should always remember to pick up any fallen fruit from trees to avoid attracting deer and other wildlife.

Finally, never intentionally feed deer. Not only is feeding wildlife illegal, but feeding deer is considered baiting big game, which is prohibited by California Mammal Hunting Regulation 251.6 the state of California. Additionally, feeding deer can attract mountain lions to an area, as deer are a mountain lion's natural prey. Deer are also hosts to ticks, which can carry and transmit diseases such as Lyme disease, making feeding deer dangerous to both humans and deer.

### **Skunks, Opossums, Raccoons**



Skunks, opossums, and raccoons (pictured left to right) can be a nuisance in communities. They are often found in yards and can cause damage to gardens. Like any wild animal in an urban setting, they seek any source of food, water, and shelter.

Skunks are small, furry, black animals with two thick white stripes along their backs. They are most active during the nighttime. It is best to avoid a skunk during an encounter. If it is first seen at a distance and hasn't sensed the human's presence, slowly and quietly back away. Skunks are generally not aggressive unless they feel threatened. A skunk that feels startled or afraid will signal that it plans to spray by raising its tail, standing on its hind legs, or stomping its feet on the ground.

Opossums resemble large rats, with white and black fur, a big jaw, beady eyes, and a hairless tail. They are commonly found in people's yards and streets. They are slow moving animals. When they feel threatened, opossums display their teeth, growl, drool, and sometimes play "dead."

Raccoons are medium-sized mammals often distinguished by their fox-like face with a black mask. Raccoons are nocturnal animals and can become aggressive when provoked. If threatened, raccoons will attack using their claws and teeth. If a raccoon approaches too closely, one should make themselves appear larger by standing up, shouting, and waving their arms. If it continues to approach, spray water or throw projectiles in the raccoon's direction, if needed.

Additional detailed information on skunk, opossum, and raccoon management can be found on the University of California's Integrated Pest Management Program website, <http://ipm.ucanr.edu/PMG/menu.house.html#VERT>.

## **Rattlesnakes**

Rattlesnakes are found in a variety of habitats throughout California, including urban spaces, riverbanks, hiking trails, lakeside parks, golf courses, and open fields. They may be found around homes and yards in brushy areas and under wood piles. Rattlesnakes are generally not aggressive, but they will bite if they feel threatened or when handled incorrectly. They may react aggressively and quickly when accidentally startled. It is important to take precaution when passing through an area that may have rattlesnakes, especially during the spring and summer—the seasons when rattlesnakes are more likely to be present. During especially hot seasons, rattlesnakes are more likely to be spotted during dusk and dawn, avoiding the hottest hours of the day to prevent them from overheating. During the fall and winter, rattlesnakes are more likely to be spotted during mid-morning, as they increase their body temperature by laying in the sun.



Please consider the following measures to reduce the likelihood of encountering a rattlesnake:

- Always be alert! Startled rattlesnakes may not rattle before they bite.
- When walking through bushy or wild areas, wear sturdy boots and loose fitted pants.
- When hiking, go through well-used trails only, and always go with someone in case an emergency situation arises. Carry a cell phone at all times.
- Teach children to leave snakes alone and to not play outdoors while barefoot.
- Keep pets on leashes when hiking, and speak to your veterinarian on measures to take if your pets are bitten by a snake

Rattlesnakes are venomous, so it is important to seek medical attention immediately after a rattlesnake bite. If you or someone nearby is bitten by a rattlesnake, remember the following:

- Stay calm and act quickly.
- Remove all watches and rings to avoid swelling.
- Do not use your mouth to “suck the venom out”.
- Do not apply a tourniquet.
- Do not ice the bite area.
- Do not cut the wound with a knife or razor.
- Go to the nearest emergency room, and seek medical attention.

If rattlesnakes are a recurring issue in one’s yard, it is advisable to install a “snake-proof” fence in compliance with local municipal code. The fence should be at least three feet high with a few inches into the ground. It can be solid or mesh, but the mesh should be no larger than one-quarter inch.

## **Tree Squirrels**

Tree squirrels are most active during the day and oftentimes spotted in trees or running on utility lines. They search for food wherever they may find it, including in residents’ homes and yards. Squirrels are capable of chewing into wooden buildings and sneaking into attics. Their diet consists of a variety of

foods such as seeds, pine, nuts, insects, and bird eggs. If squirrels become an issue, the following are steps to minimize their presence near one's property:

- Remove any bird feeders on trees or with easy access to squirrels.
- Never leave pet food outdoors.
- Make sure your outdoor trash cans are properly sealed.
- If there are fruit, seed, or nut bearing trees, rake up any that fall to the ground.
- Prune off tree branches to avoid squirrels from leaping from one branch to another.
- Ensure that trees around the home are always trimmed to prevent squirrels from jumping on to the roof.



## APPENDIX B: PRACTICAL HAZING/DETERRENT TOOLS AND METHODS

The following tools and descriptions are listed as written by Cassidy English, District Wildlife Manager for Colorado Parks and Wildlife.

**Rattle Cans:** An aluminum can that is filled one-quarter with gravel. These work great for bears. When you see a bear, shake the can and yell at it. If necessary, you can throw the can toward the bear. This method can also be done from inside your house. If a bear is in your yard, all you have to do is open a window or a door a tiny bit and shake the can. Try it with deer, mountain lions and coyotes, too.

**Pots and Pans:** It's time to be a little kid again and make as much noise as possible. Banging pots and pans can be a great way to tell wildlife they are not welcome in your yard. It can even work for birds, such as herons snacking on your pond fish or woodpeckers drumming in your house. It doesn't have to be pots and pan, just use anything that makes a lot of noise.

**Yelling/Making Yourself Look Big:** Yelling and making yourself look big can show wildlife that people are frightening and shouldn't be approached.

**Air Horns/Car Alarms:** Any sudden, very loud noise can get wildlife away from your yard. A deer walks into your yard to eat your favorite flowers, blast an air horn. Car alarms can work for less habituated animals. In the city, they may be used to car alarms going off at all hours. It is worth a try, especially if the situation allows for the element of surprise.

**Bleach/Ammonia:** If you have small animals such as foxes, skunks or raccoons getting into sheds or under porches you can soak a washcloth or rags in bleach or ammonia, put them in a plastic sandwich bag with several holes poked in it. Place the bag at the entrance to the area. They hate the smell and will avoid the area.

**Bird-Nesting Boxes:** If you have a bird trying to nest in an inconvenient place, try putting up a nest box nearby. This will provide them with a location other than in your house to build a nest. There are plenty of different dimensions of nest boxes that will work for various species.

**Streamers, Owl Statues, Kites:** Putting aluminum colored streamers, owl statues, or flying a hawk-shaped kite can deter birds from coming into your yard.

**APPENDIX C: WILDLIFE YARD AUDIT**

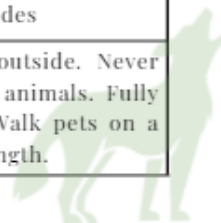
To download the pdf version of the following yard audit, use the link below:  
<https://drive.google.com/file/d/1u98a0jtXb7oajOJcVk-LXZgi8kZTU6mk/view?usp=sharing>.



**WILDLIFE  
YARD AUDIT**



	NO ACTION REQUIRED	ADJUSTMENT REQUIRED	RECOMMENDED ACTION
<b>Food Source</b>			Never intentionally feed a wild animal.
<b>Pet Food</b>			Never feed pets outdoors; store all pet food securely indoors.
<b>Water Source</b>			Remove water attractants, such as pet water bowls.
<b>Bird Feeders</b>			Remove bird feeders or clean fallen seeds to reduce the presence of small mammals and rodents.
<b>Fallen Fruit</b>			Clean up fallen fruit around trees.
<b>Compost</b>			Do not include meat or dairy among compost contents unless the area is fully enclosed.
<b>BBQ Grills</b>			Clean up food around BBQ grills after each use.
<b>Trash</b>			Secure trash containers with locking lids and place curbside on pickup day; periodically clean cans to reduce residual odors.
<b>Landscaping</b>			Trim vegetation to reduce hiding places for rodents, wildlife and prevent potential denning sites.
<b>Structures</b>			Restrict access under decks and sheds, around wood piles, or any other structure that can provide cover or denning sites for wildlife or their prey.
<b>Fencing*</b>			Enclose property with six-foot fence with additional extension or roller top to deter wild animals from jumping over. Ensure that there are no gaps and that the bottom of the fence extends underground six inches or is fitted with a mesh apron to deter wild animals from digging underneath. *Must comply with municipal codes
<b>Pets</b>			Never leave pets unattended outside. Never allow pets to "play" with wild animals. Fully enclose outdoor pet kennels. Walk pets on a leash no longer than 6 feet in length.



## APPENDIX D: WILDLIFE SAFETY RESPONSE PLAN TEMPLATE

This showcases the SGVCOG’s recommended **five-tier wildlife response plan**. As mentioned previously, cities and agencies are encouraged to modify SGVCOG’s response plan to cater to the needs of their own communities; however, the levels of wildlife behavior and response actions should be consistent with SGVCOG’s response plan. Please note that this response plan applies to wild animals, with the exclusion of black bears. You may find the Black Bear Safety Response plan on the following page (Appendix E).

**It is important that residents understand their first contact in an emergency situation should be emergency services, for example, calling 9-1-1.**

ANIMAL BEHAVIOR	RESPONSE LEVEL	RESPONSES
<b>Wild animal heard or seen resting or moving in public area</b>	Level 1	Report will be reviewed, and if appropriate, a response will be provided by e-mail or phone. The City/Agency would direct residents to available resources on normal animal behavior.
<b>Wild animal seen resting in public area with humans present</b>	Level 2	The City/Agency provides resources for the resident to be educated on hazing techniques and/or what-to-do tips. Additionally, the City would encourage the local community to eliminate wildlife attractants.
<b>Wild animal entering a yard to a home with or without pets present</b>	Level 2	The City/Agency provides information for the household to be educated on wildlife attractants, yard audit implementation, human-wildlife conflict mitigation, hazing techniques, and/or pet safety information (if applicable).
<b>Wild animal entering a yard and injuring or killing attended or unattended pet</b>	Level 3	The City/Agency gathers information on specific animals involved, reports on circumstances, and provides information for the household to be educated on wildlife attractants, yard audits, and pet safety information. If needed, the City/Agency directs resident to their respective animal care agency.
<b>Wild animal biting or injuring an unattended pet/pet on a leash</b>	Level 3	The City/Agency gathers information on specific animals involved, reports on circumstances, and provides information for the household to be educated on wildlife attractants, yard audits, and pet safety information. If needed, the City/Agency directs resident to their respective animal care agency.



<b>Wild animal following or approaching a person and pet</b>	Level 3	The City/Agency provides information for the resident to be educated on hazing techniques, what-to-do tips, yard/neighborhood audits, and pet safety information. Additionally, the City/Agency will work with the residents to eliminate wildlife attractants in the area.
<b>Wild animal following or approaching a person without a pet</b>	Level 4	The City/Agency provides information for the resident to be educated on hazing techniques, what-to-do tips, yard/neighborhood audits, and pet safety information. Additionally, the City/Agency will work with residents and local groups to eliminate wildlife attractants in the area.
<b>Wild animal biting or injuring a human</b>	Level 5	The City/Agency informs CDFW and Wildlife. Residents will receive educational materials on wild animal attractants, yard or neighborhood audits, hazing, and pet safety. Additionally, the City/Agency would work with the respective Humane Society, the County of Los Angeles, CDFW, elected officials, and its neighboring cities to send out mailers, partner with external stakeholders to host trainings and workshops, conduct a community meeting/town hall, and encourage the cities in the subregion to work with community groups to eliminate wildlife attractants.

## APPENDIX E: BLACK BEAR SAFETY RESPONSE PLAN TEMPLATE

This showcases the SGVCOG’s recommended **4-tier black bear response plan**. As mentioned previously, cities are encouraged to modify SGVCOG’s response plan to cater to the needs of their own communities; however, the response actions must be in accordance with California policy and CDFW.

**It is important that residents understand their first contact in an emergency situation should be emergency services, for example, calling 9-1-1.**

Black Bear Behavior	Response Level	Response
<b>Black bear sighted engaging in natural behavior. Such behavior includes but is not limited to wandering through neighborhood streets and yards in search of food, swimming/drinking pool water, vocalizing, and climbing trees (this behavior is usually exhibited by cubs).</b>	Level 1	Report is reviewed, and a response is provided by e-mail or phone. The City/Agency provides information on normal black bear behavior and what to do during a black bear encounter. The City/Agency helps the reporter identify potential attractants, ensuring that they are removed as soon as possible.
<b>Black bear sighted and causing a “nuisance.” Such behavior includes but is not limited to rummaging through trash, conflict with outdoor pets, and lingering in neighborhood<sup>2</sup>.</b>	Level 2	The City/Agency executes the response outlined for a Level 1 situation. If the sighting takes place in a city where bear sightings have not historically been reported, the City/Agency will alert nearby residents of the bear’s presence. If nearby residents are part of the Wildlife Watch program, participants should help canvas the neighborhood for bear attractants.
<b>Black bear sighted and causing property damage to structures, vehicles, landscaping, etc.</b>	Level 3	The City/Agency executes the response outlined for a Level 2 situation. In addition, residents can request an investigation for a potential depredation permit <sup>3</sup> from CDFW.

(continued on following page)

<sup>2</sup> This is relative to what is typical for the city/the resident’s community. For example, communities that are within close proximity to natural areas, such as foothill communities near the San Gabriel Mountains, can expect bears to be spotted more frequently and for longer periods of time.

<sup>3</sup> A Depredation Permit is a legal document obtained by a homeowner or tenant from CDFW that enables residents to address (within the bounds of the permit) a predator that has caused property damage, or has injured or killed livestock, poultry, or pets. A CDFW biologist will assess the situation before providing a depredation permit. Picture/video evidence of the animal’s behavior is not required but is extremely helpful in determining the necessity of a depredation permit. Once a depredation permit is issued, residents are responsible for hiring a licensed agency to address the situation as allowed by the permit.

Black Bear Behavior	Response Level	Response
<b>Black bear engages in physical contact with a human (bite or scratch).</b>	Level 4	The City/Agency executes the response outlined for a Level 3 situation. In addition, CDFW and local law enforcement collaborate to collect DNA evidence and euthanize bear responsible.

**APPENDIX F: SAMPLE ORDINANCES TO PROHIBIT THE FEEDING OF WILDLIFE**

ORDINANCE FOR THE CITY OF DAVIS, CALIFORNIA

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAVIS ADDING ARTICLE 5.05 TO CHAPTER 5 OF THE DAVIS MUNICIPAL CODE TO PROHIBIT THE FEEDING OF CERTAIN WILDLIFE**

**WHEREAS**, the City of Davis (“City”) is a city organized under the laws of the State of California, with a duty and interest in protecting the public health, safety and welfare within the City; and

**WHEREAS**, the feeding of wildlife can lead to negative impacts on animals, people and the environment; and

**WHEREAS**, feeding wildlife can lead to aggressive behavior towards humans, which presents health and safety concerns for residents and visitors of the City; and

**WHEREAS**, feeding wildlife can artificially support the growth and carrying capacity of urban wildlife populations, compromising wildlife health and increasing human exposure to and conflict with wildlife; and

**WHEREAS**, feeding wildlife can cause certain species to localize activity in the vicinity of the food source, thus increasing associated negative impacts on property owners and/ or individuals within those neighborhoods; and

**WHEREAS**, Section 251.1 of Title 14 of the California Code of Regulations prohibits the harassment of any game or nongame bird or mammal or fur bearing mammal, expressly including intentional acts such as feeding that disrupt the animal’s natural foraging behavior; and

**WHEREAS**, an ordinance prohibiting the intentional and negligent feeding of certain types of wildlife, as defined, and further specifying types of permissible and prohibited conduct regarding interaction with wildlife in the City, is consistent with the City’s long-standing commitment to protect and conserve biological resources and public safety.

**NOW, THEREFORE**, the City Council of the City of Davis does ordain as follows:

**SECTION 1. Recitals.** The City Council hereby adopts the recitals of this Ordinance as true and correct and such recitals are hereby incorporated by reference as though fully set forth in the text of this Ordinance.

**SECTION 2. Amendment.** Chapter 5 (“Animals and Fowl”) of the City of Davis Municipal Code is hereby amended to add Article 5.05, to read in full as set forth in the attached Exhibit “A”, incorporated by this reference.

**SECTION 3. CEQA.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment)

and 15061(b)(3) (the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in the physical change to the environment, directly or indirectly.

**SECTION 4. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness 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 subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

**SECTION 5. Publishing.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same or a summary thereof to be published as required by law.

**SECTION 6. Effective Date.** This Ordinance shall take effect and be in full force and effect thirty (30) days from and after the date of its final passage and adoption.

**INTRODUCED** on the \_\_\_\_ day of \_\_\_\_\_, 2018 and **PASSED AND ADOPTED** by the City Council of the City of Davis on the \_\_\_\_ day of \_\_\_\_\_, 2018 by the following vote:

#### **EXHIBIT “A”**

### **CHAPTER 5, ANIMALS AND FOWL ARTICLE 5.05, FEEDING OF CERTAIN WILDLIFE**

#### **5.05.010 Purpose**

Feeding of wildlife is both detrimental to wildlife health and causes a public health nuisance and safety hazard that negatively impacts public health and welfare.

This article is intended to prohibit, with exceptions, the feeding of certain wildlife within the City of Davis so as to protect public and environmental health, safety and welfare, and to prescribe penalties for failure to comply.

#### **5.05.020 Definitions**

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

“**Feed**” means to give, distribute, place, expose, deposit, or scatter any edible material with the intention of feeding, attracting, or enticing wildlife. Feeding does not include baiting in the permitted and legal take or depredation of wildlife in accordance with federal, state and local law.

“**Person**” means any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

“**Wildlife**” means only coyotes, wild turkeys, foxes, skunks, raccoons, opossums, squirrels, ducks, geese, crows, and gulls.

#### **5.05.030 Feeding of Wildlife Prohibited**

- a. No person shall purposely or knowingly feed wildlife in the City of Davis, on lands either publicly or privately owned.
- b. No person shall leave or store any refuse, garbage, pet food, seed or bird seed, fruit, meat, dairy, vegetable, grain or other food in a negligent manner likely to feed wildlife.
- c. No person shall fail to take remedial action to cease contact or conflict with wildlife, including to secure or remove outdoor refuse, cooking grills, pet food, backyard bird feeders or any other similar food source or attractant, after being advised by a City of Davis code compliance administrator to undertake such remedial action.

#### **5.05.040 Exceptions**

The prohibitions in Section 5.05.030 do not apply to:

- a. Landscaping, gardening, and/or maintaining vegetable gardens, fruit and nut trees or other plants, so long as such activities are not conducted for the purpose of feeding wildlife as defined in this article.
- b. Feeding of birds outdoors on private residential properties using bird feeders, to the extent authorized by law and subject to the following requirements:
  1. Bird feeders shall be placed at least five (5) feet above the ground and shall be suspended on a cable or otherwise secured so as to prevent the bird feeders from being easily accessible to other wildlife.
  2. The feeding shall not substantially interfere with the rights of surrounding property owners or render other persons insecure in the use of their property.
  3. No person shall allow, permit or maintain an accumulation of feces on the property or surrounding properties so as to create a public nuisance.
  4. The area below the feeders must be kept clean and free of seed.

5. No person shall knowingly allow or permit bird feeders to become an attractant for rodents or other wildlife other than birds. Notwithstanding this exception, feeding of wild turkeys is expressly prohibited.
- c. Any State or local employee or agent authorized to implement a wildlife management program involving baiting, or any other person or business lawfully authorized to bait and trap wildlife pursuant to State law.
- d. Any person who is the legal owner or guardian of a wildlife species maintained and confined under a valid license or permit issued by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, and in compliance with all applicable laws.
- e. A wildlife rehabilitator, under a valid license or permit issued by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service, who is temporarily caring for sick, injured, or orphaned wildlife in compliance with all applicable laws.
- f. Any person who feeds trapped, injured, or orphaned wildlife between the times that a wildlife rehabilitator or agency charged with animal control is notified and the animal is picked up. Any person that discovers such trapped, injured, or orphaned wildlife must immediately notify an authorized animal control agency, and no person may intentionally keep such wildlife beyond the time reasonably necessary for animal control services to access and transport the wildlife.
- g. Baiting, for the purpose of trapping, feral cats as part of a Yolo SPCA approved Trap-Neuter-Release program.
- h. Any property owner baiting, for the purpose of trapping, wildlife on their property authorized by and in accordance with State law, including but not limited to trapping gophers, house mice, moles, rats, and voles pursuant to Fish and Game Code section 4005(f); taking of certain mammals found injuring crops or property pursuant to Fish and Game Code section 4152; taking of certain nongame birds and mammals such as weasels, skunks, opossum, moles and rodents pursuant to 14 CCR § 472; or as otherwise permitted and authorized by State law.

#### **5.05.050 Enforcement**

In addition to all other available remedies at law, this article may be enforceable through the use of the administrative citation procedures set forth in Davis Municipal Code Chapter 1, Article 1.02.

ORDINANCE FOR THE CITY OF AZUSA, CALIFORNIA

**ORDINANCE NO. 2018-04 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AZUSA, CALIFORNIA ADDING SECTION 46-324 TO THE AZUSA MUNICIPAL CODE, RELATING TO PROHIBITIONS ON THE FEEDING OF WILD ANIMALS**

**WHEREAS**, the City of Azusa, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

**WHEREAS**, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens; and

**WHEREAS**, laws that prohibit the feeding of wild animals promote the public health, safety and welfare of the citizens of the City by reducing the possibility that such wild animals will inflict harm on the City’s residents.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AZUSA DOES ORDAIN AS FOLLOWS:**

**SECTION 1:** Section 46-324 is hereby added to the Azusa Municipal Code to read as follows:

**“Sec. 46-324. – Feeding of Wildlife Prohibited.**

- (a) No person shall feed or in any manner provide food for one or more non domesticated mammalian wildlife, including but not limited to bears, deer, mountain lions, coyotes, raccoons, opossum, mice, rats, skunks, squirrels or feral cats.
- (b) This section shall not apply to the feeding of any non-domesticated mammalian by the owner of such animal when the non-domesticated mammalian is kept under valid certificate or permit issued by the state of California Department of Fish and Game or to any fowl or bird species.”

**SECTION 2.** Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Azusa hereby declares that it would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**SECTION 3.** Effective Date. This Ordinance shall become effective thirty (30) days following its adoption.



**SECTION 4.** Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Azusa.

**PASSED, APPROVED, AND ADOPTED** this 1st day of October, 2018.

## **APPENDIX G: CALIFORNIA AND LOS ANGELES COUNTY CODES REGARDING FEEDING AND TRAPPING WILDLIFE**

### **CALIFORNIA CODE OF REGULATIONS TITLE 14. SECTION 251.1. HARASSMENT OF ANIMALS**

Except as otherwise authorized in these regulations or in the Fish and Game Code, no person shall harass, herd, or drive any game nongame bird or mammal or fur bearing mammal. For the purposes of this section, harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding, or sheltering.

### **LOS ANGELES COUNTY CODE TITLE 10. SECTION 10.84.010. PROVIDING FOOD FOR CERTAIN RODENTS OR PREDATOR ANIMALS PROHIBITED**

It is unlawful to feed a non-domesticated rodent or non domesticated mammalian predator as defined in this section, unless:

- The person is the owner of the animal and the animal is kept in accordance with the requirements of the State Department of Fish and Wildlife; or
- After notifying the responsible agency to pick up the animal, the person provides food to a trapped or injured animal.

For purposes of this chapter:

1. "Rodent" includes ground squirrels;
2. "Mammalian predators" include coyotes, raccoons, foxes, and opossums.

A violation of this section is a misdemeanor.

### **LOS ANGELES COUNTY CODE TITLE 10. SECTION 10.84.020 PUBLIC FEEDING OF PEAFOWL PROHIBITED**

No person shall feed or make any food or edible thing available to peafowl on or upon any public property, including but not limited to any street, sidewalk, or parkway.

A person may provide food to a trapped or injured peafowl only after notifying the responsible agency to pick up the peafowl.

A violation of this section is a misdemeanor.

### **CALIFORNIA CODE OF REGULATIONS TITLE 14. SECTION 465.5(G)(1) USE OF TRAPS/IMMEDIATE DISPATCH OR RELEASE**

All fur bearing and nongame mammals that are legal to trap must be immediately killed or released. Unless released, trapped animals shall be killed by shooting where local ordinances, landowners, and safety permit. This regulation does not prohibit employees of federal, state, or local government from using chemical euthanasia to dispatch trapped animals.

**APPENDIX H: SAMPLE ORDINANCE REGARDING TRAPPING WILDLIFE IN THE CITY  
OF LOS ANGELES**

**LOS ANGELES CITY MUNICIPAL CODE CH.5 ARTICLE 3 ANIMALS AND FOWLS  
SECTION 53.06.3 TRAPPING-PERMIT REQUIRED**

- (a) No person shall set, or cause to be set, any trap to catch any animal, other than rats, mice, pocket gophers, ground squirrels and moles, without having first obtained a permit therefore from the Department prior to the setting of any such trap.
- (b) The Department shall charge and collect for issuance of a permit to trap a coyote a fee of \$200.00.
- (c) The Department shall establish conditions which the applicant for a permit to trap a coyote must satisfy prior to the issuance of any such permit. If the General Manager or the General Manager's designee determines that the applicant has satisfied the conditions, then the Department shall issue a permit to trap a coyote. The Department shall further ensure that those conditions will be maintained and that the permittee shall inform neighboring residents, located within a distance established by the Department, that coyote trapping will be occurring in their area.
- (d) No person shall set, or cause to be set, any snare, body gripping trap, body crushing trap, deadfall trap, leg hold trap, or any trap or snare that captures an animal other than rats, mice, pocket gophers, ground squirrels and moles, by gripping or snaring any part of the animal including its body, head, neck or limb, or that maims or causes the inhumane death or suffering of any animal.
- (e) The Department shall promulgate rules and regulations which are reasonably necessary to minimize the suffering of animals trapped in humane traps such as box, culvert or cage traps. These rules and regulations may include the placement of the traps and visitation schedules, identification and contact information for the trap, the type and use of permissible bait, and the treatment of the trapped animals.

## APPENDIX I: LIST OF SGVCOG MEMBER AGENCIES' COYOTE MANAGEMENT PLANS

- **City of Arcadia: Coyote Management Plan**
  - <https://www.arcadiaca.gov/Discover%20Arcadia/living/AdoptedCoyoteManagementPlan.pdf>
- **City of Glendora: Coyote Management Plan**
  - <https://www.cityofglendora.org/home/showpublisheddocument/27441/63737773711790000#:~:text=Glendora's%20strategy%20for%20managing%20coyotes,%20Dexistence%20with%20coyotes%3B%202.>
- **City of Montebello: Coyote Coexistence Plan**
  - [http://www.projectcoyote.org/wp-content/uploads/2017/07/Montebello\\_Coexistence\\_Plan\\_lo\\_res.pdf](http://www.projectcoyote.org/wp-content/uploads/2017/07/Montebello_Coexistence_Plan_lo_res.pdf)
- **City of Pasadena: Urban Wildlife Management Plan**
  - <http://www.cityofpasadena.net/public-health/wp-content/uploads/sites/32/Urban-Wildlife-Management-Plan.pdf?v=1646161160559>
- **City of Rosemead: Coyote Management Plan**
  - [http://www.cityofrosemead.org/UserFiles/Servers/Server\\_10034989/File/Gov/City%20Departments/Public%20Safety/Animal%20Control/Coyote%20Information/Coyote.pdf](http://www.cityofrosemead.org/UserFiles/Servers/Server_10034989/File/Gov/City%20Departments/Public%20Safety/Animal%20Control/Coyote%20Information/Coyote.pdf)
- **City of San Dimas: Coyote Management Plan**
  - [https://sandimasca.gov/Document\\_Center/Residents/Public%20Safety/Coyote%20Information/Attachment-City-of-San-Dimas-Coyote-Management-Plan2-Proposed.pdf](https://sandimasca.gov/Document_Center/Residents/Public%20Safety/Coyote%20Information/Attachment-City-of-San-Dimas-Coyote-Management-Plan2-Proposed.pdf)
- **City of San Gabriel: Coyote Management Plan**
  - <http://www.sangabrielcity.com/DocumentCenter/View/7844/Coyote-Management-Plan?bidId=>
- **City of West Covina: Coyote Management Plan**
  - <https://www.westcovina.org/Home/ShowDocument?id=14526>

## APPENDIX J: ADDITIONAL RESOURCES AND MANAGEMENT PLANS ON COEXISTING WITH WILDLIFE

- **Guidelines for Living In and Visiting Bear and Mountain Lion Habitat**
  - <https://www.fs.usda.gov/detail/lbmu/home/?cid=stelprdb5415822>
- **CDFW *Keep Me Wild* Campaign**
  - <https://wildlife.ca.gov/Keep-Me-Wild>
- **City of La Cañada Flintridge Peafowl Management Plan**
  - <https://drive.google.com/file/d/1xPOFEiD-coxW9svSUMOKcWZuBMIK2b0p/view?usp=sharing>
- **City of Rancho Palos Verdes Peafowl Management Plan**
  - <http://www.rpvca.gov/DocumentCenter/View/6903/PEAFOWL-MANAGEMENT-PLAN-AUGUST-4-2015>
- **City of Pasadena Urban Wildlife Management Plan**
  - <https://www.cityofpasadena.net/wp-content/uploads/DRAFT-Urban-Wildlife-Management-Plan.pdf>



# STAFF REPORT

Public Works Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Mohideen Buharie, Assistant Engineer

**SUBJECT:** CONTRACT WITH ONYX PAVING COMPANY, INC. FOR THE FISCAL YEAR 2021-22 PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF \$1,727,000, WITH A 10% CONTINGENCY  
**Recommendation: Approve**

## **SUMMARY**

As part of the City of Arcadia's ("City") Capital Improvement Program ("CIP"), the Public Works Services Department ("PWSD") is preparing to rehabilitate the asphalt pavement on various streets in the City. The streets were identified in the Pavement Management Program as the streets that most need to be rehabilitated based on their usage and the Pavement Condition Index ("PCI"). To ensure that the City is receiving the most competitive prices and quality service for this work, the PWSD conducted a formal bid. Onyx Paving Company, Inc. submitted the lowest responsive bid.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with Onyx Paving Company, Inc. for the Fiscal Year 2021-22 Pavement Rehabilitation Project in the amount of \$1,727,000, with a 10% contingency.

## **BACKGROUND**

The PWSD is responsible for the maintenance and repair of approximately 147 miles of paved streets within the City. As part of the City's Pavement Management Program, the condition of all City streets was inspected and rated on a scale of 0-100, with scores below 40 generally being considered a street that has failed. Scores between 40 and 60 are poor/fair in nature. This rating is called the Pavement Condition Index ("PCI") and it is used to help determine which streets require asphalt pavement rehabilitation.

According to the Citywide Pavement Management Program, the following street segments are most in need of being repaved:

- Elevado Ave. from Grand View Ave. to Virginia Road - PCI of 43
- Ontare Rd. from Santa Anita Ave. to Cul-de-sac - PCI of 35
- Old Ranch Rd. from Colorado Blvd. to County Arboretum boundary - PCI of 43

- Wisteria Ave. from Holly Ave. to El Monte Ave. - PCI of 49
- Elkins Pl. from Elkins Ave. to Highland Oaks Dr. - PCI of 43
- Rosemarie Dr. west end of Rosemarie Dr. to Holly Ave. - PCI of 35
- Cortez Rd. from Balboa Dr. to Portola Dr. - PCI of 37

It should be noted that PCIs alone do not determine which streets should be repaved; for instance, the City also takes into consideration streets that have high traffic volume. It is also more cost-efficient to repave streets prior to their PCIs lowering to very poor condition. The current range of PCI for the specified streets requires grind and overlay rehabilitation, but if the PCI of these streets drop to a lower condition, they would require more extensive rehabilitation such as full pavement reconstruction. Full reconstruction costs are much higher than grind and overlay work. A copy of the Project Location Map detailing the segments listed above is attached as Exhibit “A”.

## **DISCUSSION**

The project involves the repair of any localized potholes and failed pavement, grinding the edges of the pavement adjacent to the gutters to transition the new pavement to the existing gutter, replacing broken curb and gutter as necessary, and installing new ADA-compliant curb ramps at the intersections. The new pavement surface will utilize recycled rubber in the pavement mix to help reduce future cracking and to add strength to the asphalt pavement. The rubber in the pavement mixture also reduces road noise. Following the repairs, the condition of these street sections will be raised to a PCI of 100.

A Notice Inviting Bids was published in the City’s adjudicated newspaper and bid packages were provided to contractors that perform this type of work. On July 28, 2022, the City Clerk’s office received seven bids with the following results:

<b>Bidder</b>	<b>Location</b>	<b>Base Bid Amount</b>
Onyx Paving Company, Inc.	Anaheim, CA	\$ 1,727,000.00
Sequel Contractors, Inc.	Santa Fe Springs, CA	\$ 1,823,107.00
Vance Corporation	Beaumont, CA	\$ 1,916,592.00
Hardy & Harper, Inc.	Lake Forest, CA	\$ 1,968,000.00
Toro Enterprises	Oxnard, CA	\$ 1,996,023.00
Palp, Inc. Db: Excel Paving	Long Beach, CA	\$ 2,102,399.00
All American Asphalt	Corona, CA	\$ 2,179,846.00

Bid documents were reviewed for content and the contractor’s background was also investigated. Based on this review, it has been determined that Onyx Paving Company, Inc. is the lowest responsive bidder and is qualified to complete the project as described

in the bid documents. Onyx Paving Company, Inc. has successfully completed similar projects on time and within budget for many local and regional agencies such as the Cities of Anaheim, Claremont, Desert Hot Springs, Downey, Montebello, Placentia, and Riverside.

### **ENVIRONMENTAL ANALYSIS**

This project is a Class 1 exemption pursuant to California Environmental Quality Act (“CEQA”) Section 15301 Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.

### **FISCAL IMPACT**

Funds in the amount of \$2,100,000 have been budgeted in the Fiscal Year 2021-22 CIP for the Pavement Rehabilitation Project. The total cost for the Fiscal Year 2021-22 Pavement Rehabilitation Project is \$1,727,000. With the request for a 10% contingency, the total potential project cost would be \$1,899,700.

### **RECOMMENDATION**

It is recommended the City Council determine that this project is a Class 1 exemption under the California Environmental Quality Act (“CEQA”); and approve, authorize, and direct the City Manager to execute a contract with Onyx Paving Company, Inc. for the Fiscal Year 2021-22 Pavement Rehabilitation Project in the amount of \$1,727,000, with a 10% contingency.

Approved:

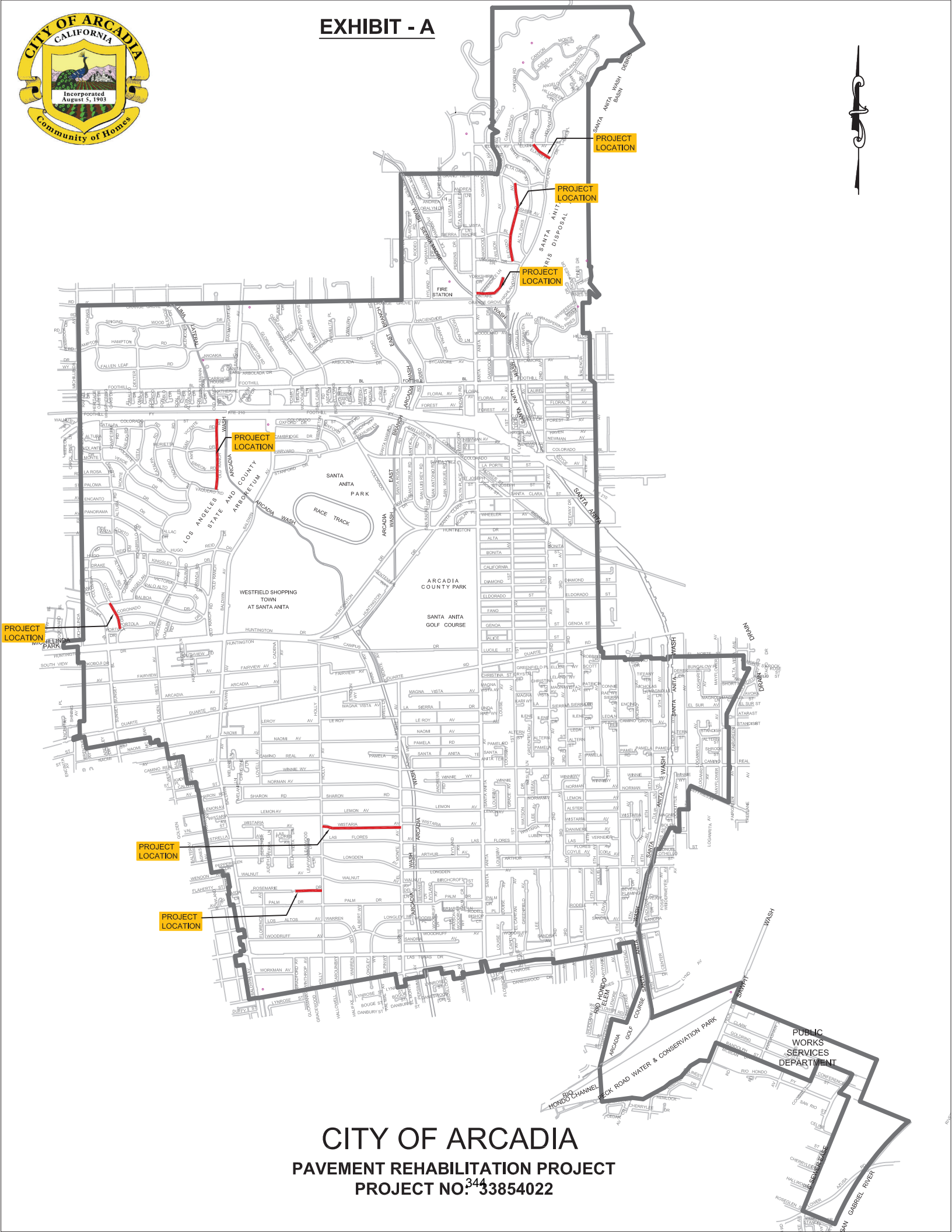


Dominic Lazzaretto  
City Manager

Attachments: Exhibit “A” - Project Location Map  
Proposed Contract



# EXHIBIT - A



## CITY OF ARCADIA PAVEMENT REHABILITATION PROJECT PROJECT NO. 3443854022

PUBLIC WORKS  
SERVICES  
DEPARTMENT



**CITY OF ARCADIA**

**2021/2022 PAVEMENT REHABILITATION PROJECT  
PROJECT NO.: 33854022**

**CONTRACT**

**BETWEEN  
CITY OF ARCADIA  
AND  
ONYX PAVING COMPANY, INC.**

**CONTRACT FOR THE  
CITY OF ARCADIA**

This CONTRACT, No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between City of Arcadia, sometimes hereinafter called "City," and **Onyx Paving Company, Inc.**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

**A. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**2021/2022 PAVEMENT REHABILITATION PROJECT**

**PROJECT NO.: 33854022**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**B. TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Ninety (90) calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, the Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**C. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **ONE MILLION, SEVEN HUNDRED TWENTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$1,727,000.00)**. Payment shall be made as set forth in the General Conditions.

**D. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Special Conditions, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**E. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification

Public Works Contractor Registration Certification  
Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Special Conditions  
Technical Specifications  
Addenda  
Plans and Drawings  
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9  
Applicable Local Agency Standards and Specifications, as last revised  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**F. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

**G. INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

**H. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at [dir.ca.gov](http://dir.ca.gov) and which must be posted at the job site.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**CITY OF ARCADIA**

**ONYX PAVING COMPANY, INC.**

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title

*Attest:*

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

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title

*Approved as to Form:*

\_\_\_\_\_  
Stephen P. Deitsch  
City Attorney



# STAFF REPORT

Public Works Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Tiffany Lee, P.E., Senior Civil Engineer

**SUBJECT:** CONTRACT WITH 316 ENGINEERING AND CONSTRUCTION CO., INC. FOR THE VALVE REPLACEMENT PROJECT IN THE AMOUNT OF \$131,300  
**Recommendation: Approve**

## SUMMARY

As part of the City's valve exercising program, the Public Works Services Department ("PWSD") inspects water valves for proper function and identifies valves that are broken or in need of repair. During routine inspection, three locations were identified as having inoperable valves in need of replacement. To ensure the City is receiving the most competitive prices and quality service for this work, the PWSD conducted a formal bid process. 316 Engineering and Construction Co., Inc. submitted the lowest responsive bid.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a Contract with 316 Engineering and Construction Co., Inc. for the Valve Replacement Project in the amount of \$131,300.

## BACKGROUND

As part of the valve exercising program, valves in the water distribution system are regularly inspected to verify proper function and to identify valves that are broken or in need of repair. During routine inspection, it was determined that the water distribution system valves at the following three locations are inoperable and in need of replacement:

- Duarte Road and Santa Anita Avenue
- Santa Anita Terrace and Santa Anita Avenue
- Camino Real Avenue and Santa Anita Avenue

The 12-inch water main on Santa Anita Avenue between Duarte Road and Camino Real Avenue is a cast iron pipe that was constructed in 1954. The pipe has gate valves along its length that allow water utility crews to isolate portions of the pipe in case of an emergency or a broken water main. Due to their age, the gate valves are not fully operational and need to

be replaced. These gate valves are critical to the emergency operation of the City's water system. The project location is shown on Exhibit "A".

The project involves excavating in the street or right-of-way at the intersections of Duarte Road and Santa Anita Avenue, Santa Anita Terrace and Santa Anita Avenue, and Camino Real Avenue and Santa Anita Avenue to remove and replace three 12-inch gate valves and one 8-inch gate valve. In order to minimize interruption to residents and local business, work performed at the intersection of Duarte Road and Santa Anita Avenue will take place during night hours.

### **DISCUSSION**

A Notice Inviting Bids was published in the City's adjudicated newspaper, and bid packages were distributed to contractors that perform this type of work. On July 12, 2022, the City Clerk received four sealed bids with the following results:

<b><u>Bidder</u></b>	<b><u>Location</u></b>	<b><u>Bid</u></b>
316 Engineering and Construction Co, Inc.	Rosemead	\$131,300.00
Cedro Construction, Inc.	Santa Paula	\$132,960.05
Gentry Brothers Inc.	Irwindale	\$145,265.00
Bali Construction, Inc.	South El Monte	\$161,135.00

Bid documents were reviewed for content and the contractor's background was also investigated. Based on the review, it has been determined that 316 Engineering and Construction Co., Inc. is the lowest responsive bidder for this work and is qualified to complete the project as described in the bid documents. 316 Engineering and Construction Co., Inc. has successfully completed other projects for LA County Public Works, and the Cities of Adelanto, El Monte, and Lynwood.

### **ENVIRONMENTAL ANALYSIS**

The project involves the replacement and minor alteration of an existing utility system with no expansion of the system and therefore qualifies as a Class 2 categorical exemption per Section 15302(2) of the California Environmental Quality Act ("CEQA").


### **FISCAL IMPACT**

The total cost for the Valve Replacement Project is \$131,300. Funds in the amount of \$150,000 have been budgeted in the Fiscal Year 2021-22 Capital Improvement Program for the Valve Replacement Project.

**RECOMMENDATION**

It is recommended that the City Council determine that this project is considered a Class 2 categorical exemption per Section 15302(2) of the California Environmental Quality Act (“CEQA”); and approve, authorize, and direct the City Manager to execute a contract with 316 Engineering and Construction Co., Inc. for the Valve Replacement Project in the amount of \$131,300.

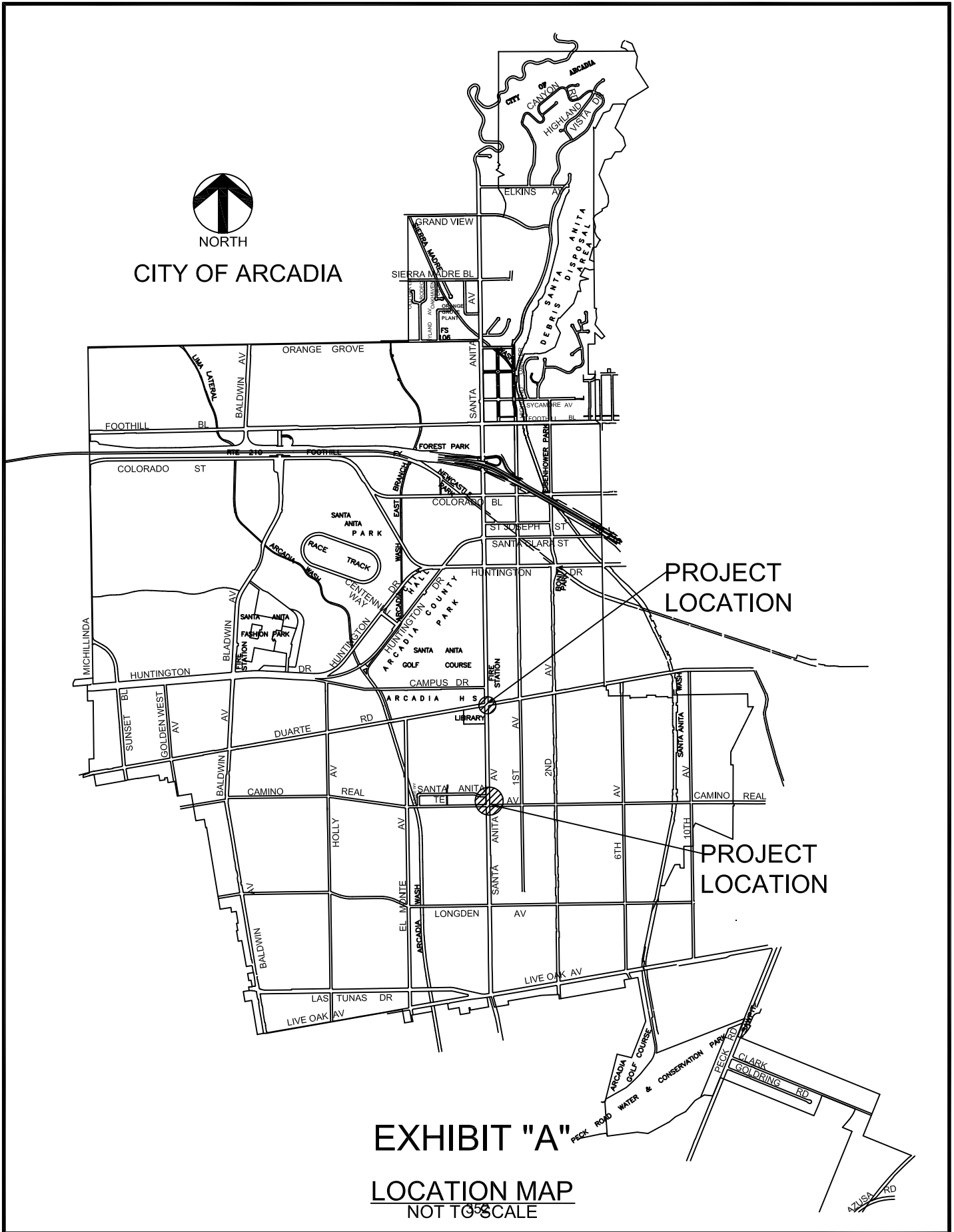
Approved:



Dominic Lazzaretto  
City Manager

Attachments: Exhibit “A” - Project Location Map  
Proposed Contract

# Valve Replacement Project Project No.: 61720322



**EXHIBIT "A"**

**LOCATION MAP**  
NOT TO SCALE



**CITY OF ARCADIA**

**VALVE REPLACEMENT PROJECT  
PROJECT NO. 61720322**

**CONTRACT**

**BETWEEN  
CITY OF ARCADIA  
AND  
316 ENGINEERING & CONSTRUCTION CO., INC.**

**CONTRACT FOR THE  
CITY OF ARCADIA**

This CONTRACT, No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between City of Arcadia, sometimes hereinafter called "City," and **316 Engineering & Construction Co., Inc.**, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

**A. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

**VALVE REPLACEMENT PROJECT / PROJECT NO. 61720322**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**B. TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **THIRTY (30)** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**C. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **ONE HUNDRED THIRTY-ONE THOUSAND, THREE HUNDRED DOLLARS AND NO CENTS (\$131,300.00)**. Payment shall be made as set forth in the General Conditions.

**D. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Special Conditions, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**E. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Performance Bond

Payment (Labor and Materials) Bond  
General Conditions  
Special Conditions  
Technical Specifications  
Addenda  
Plans and Drawings  
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except  
Sections 1-9  
Applicable Local Agency Standards and Specifications, as last revised  
Approved and fully executed change orders  
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**F. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

**G. INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

**H. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at [dir.ca.gov](http://dir.ca.gov) and which must be posted at the job site.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**CITY OF ARCADIA**

**316 ENGINEERING & CONSTRUCTION  
CO., INC.**

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title

*Attest:*

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

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title

*Approved as to Form:*

\_\_\_\_\_  
Stephen P. Deitsch  
City Attorney



# STAFF REPORT

Development Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
Philip A. Wray, Deputy Director of Development Services/City Engineer  
By: Linda Hui, Transportation Services Manager

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH FIRST TRANSIT, INC. FOR A THREE-YEAR CONTRACT WITH TWO ONE-YEAR OPTIONAL EXTENSIONS FOR THE DAILY OPERATION OF THE ARCADIA TRANSIT DIAL-A-RIDE AND FIXED ROUTE SYSTEM WITH A YEAR-ONE COST OF \$2,260,859 FOR 2022-23.  
**Recommendation: Approve**

## SUMMARY

Arcadia Transit is currently operated and maintained by First Transit, Inc., a contracted service provider since October 31, 2017. The current service contract with First Transit will expire on October 31, 2022. Federal Transit Administration (“FTA”) funding provisions require that the transit service contract be competitively bid every five years at a minimum. In order to meet this requirement, a Request for Proposals (“RFP”) was issued soliciting bids for the operation, maintenance, and administration of the Arcadia Transit system. Two (2) proposals were received, and each was evaluated and ranked by a panel consisting of City of Arcadia (“City”) staff and one independent reviewer. Based on the established evaluation criteria, the panel selected First Transit, the incumbent, as the preferred contractor.

It is recommended that the City Council approve, and authorize and direct the City Manager to enter into a Professional Services Agreement with First Transit. for the daily operation of the Arcadia Transit dial-a-ride and fixed route system for a three-year base contract and two optional one-year extensions with a year-one amount of \$2,260,859, and a total amount not to exceed \$13,667,103 for the entire five years.

## BACKGROUND

Since 1975, the City has operated a transportation system that provided public transportation to individuals traveling within the City. It was designed to provide local services for seniors, disabled, and for those individuals whose transportation needs were not met by the regional transit services. Up until 2016, Arcadia Transit was a general

public dial-a-ride service only. In November 2015, the City Council approved recommendations to end general public dial-a-ride service, and to provide a two-tier transit system – a fixed route service for the general public and a dial-a-ride service for seniors and people with disabilities. In June 2016, the City implemented these recommended changes.

Arcadia Transit currently provides a dial-a-ride service for senior/disabled residents and a fixed route service for the general public through a contracted service provider, First Transit. The Arcadia Transit fleet consists of 18 ADA-equipped cut-a-way buses and vans. After several decades with Southland Transit, Inc., in 2017, First Transit replaced Southland Transit as the City’s service provider. First Transit, with various fleet types and operational characteristics, provides all management, operation, staffing, and maintenance for the service. The current contract with First Transit is a five-year contract (three base years and two additional optional years), which will expire on October 31, 2022.

**DISCUSSION**

On May 17, 2022, the RFP package was released, soliciting bids for the operation, maintenance and administration of the Arcadia Transit service. The RFP was posted on the City’s website, advertised on Arcadia Weekly, and a notice was sent to eight firms known to provide the needed and desired services. Through the process, the City received several inquiries from four interested firms, which led to the issuance of an addendum to the RFP package on June 16, 2022. Addendum 1 addressed questions and comments submitted by potential bidders. (See Attachment “A” for a summary of the RFP process). On June 30, 2022, the City received two proposals, as shown in the table below:

Firm	RFP Cost Proposal (5 years)		
	Dial-A-Ride	Fixed Route	Total
First Transit, Inc.	\$5,962,243	\$7,779,140	\$13,741,383
Southland Transit, Inc.	\$6,648,407	\$8,013,741	\$14,662,150

A panel consisting of three City staff members and one independent municipal transit professional reviewed each proposal and interviewed each firm. The proposals and interviews were evaluated according to the established and stated criteria, including technical aspects, financial aspects and organizational and management aspects.

After careful consideration, the evaluation panel unanimously selected First Transit to proceed to the next step of the selection process, contract negotiations. The selection panel determined that First Transit was the better and more qualified of the two firms. First Transit, a well-established company and the incumbent service provider, is located within the required distance from the City. It has an existing, well-equipped facility to

handle the City's transit vehicles. All operations for Arcadia Transit will continue to be run from First Transit's facility located at 4337 Rowland Avenue in El Monte.

First Transit presented a strong, experienced management team for operation and maintenance, including a project manager who understands the transit needs of the City as well as the importance of community involvement and outreach. First Transit's proposal also included a suite of technology programs that provide not only operating efficiency, but also customer service improvements. First Transit will provide software and hardware that will provide real-time bus location and arrival information to fixed route customers through an improved mobile phone application.

Importantly, First Transit's cost proposal for the five-year contract is lower than Southland Transit's. This is despite the fact that First Transit's wage proposal for their drivers and staff is higher than Southland Transit's, which will hopefully help retain staff during this challenging hiring period. Another benefit of the selection of First Transit, the incumbent, is that a transition plan will not be necessary and should be seamless service provision to users of the system.

A meeting with First Transit was held on July 27, 2022, to negotiate a few items including the project manager's time-allocation to Arcadia Transit, additional staffing allocation numbers, and the transit mobile application features. As a result of the meeting, the cost proposal was reduced by \$74,280.

It is recommended that a Professional Services Agreement with First Transit be approved for a base term of three years, with two optional one-year extensions. The total cost for the full five years of the contract, should all options be exercised, is \$13,667,103. The total contract cost for dial-a-ride service is \$5,930,328 for up to 14,000 annual dial-a-ride service hours. The total contract cost for fixed-route service is \$7,736,775 for 15,000 annual fixed route hours for the first contract year and 22,000 annual fixed route hours for each year after. The additional fixed route hours after the first year will cover planned service modifications to improve the headways and to expand the service area.

The proposed contract price is based on the standard method of combining overhead fixed cost plus revenue service hour (variable) cost. A revenue service hour is the time when a bus is available to riders – when a dial-a-ride bus arrives at the pickup appointment or a fixed route bus starts the route. Revenue service hours do not include the time leaving or returning to the bus yard. The hours will vary based on the service demand; however, they are capped at 29,000 hours the first year and 36,000 hours each year after the first year. If the full service hours are utilized, the maximum obligation to the City over the five-year term of the contract is \$13,667,103.

Annual projected costs for dial-a-ride and fixed route services are listed below.

<b>Contract Year</b>	<b>Dial-A-Ride</b>	<b>Fixed Route</b>	<b>Total</b>
Year 1	\$1,094,641	\$1,166,218	\$2,260,859
Year 2	\$1,141,560	\$1,549,718	\$2,691,278
Year 3	\$1,186,611	\$1,611,928	\$2,798,539
Year 4	\$1,230,479	\$1,672,338	\$2,902,817
Year 5	\$1,277,037	\$1,736,573	\$3,013,610
<b>Total</b>	<b>\$5,930,328</b>	<b>\$7,736,775</b>	<b>\$13,667,103</b>

**ENVIRONMENTAL ANALYSIS**

The Professional Services Agreement with First Transit is not considered a project as defined by California Environmental Quality Act (“CEQA”) §15378; as a service contract of this nature is considered ministerial.

**FISCAL IMPACT**

Currently, Arcadia Transit operations is funded exclusively using transportation fund sources; including Metro’s local transit Formula Allocations which include state and local transportation funds, Proposition A Local Return, and Measure R Local Return. The general breakdown of how these funds are currently budgeted is as follows. Please note that this is just an example using the current fiscal year.

<b>Fund (FY 2022-23 Budget)</b>	<b>Percentage</b>
Formula Allocation Program	42%
Measure R Local Return	23%
Proposition A Local Return	35%

It is anticipated that these various transit funds will be used in the same general manner over time to fund the continued operation of Arcadia Transit. There are adequate funds in all of these revenue sources to fully fund Arcadia Transit for the five potential years of this contract.

**RECOMMENDATION**

It is recommended that the City Council approve, and authorize and direct the City Manager to execute a Professional Services Agreement with First Transit, Inc. for a three-year contract with two one-year optional extensions for the daily operation of the Arcadia Transit Dial-A-Ride and Fixed Route System with a year-one cost of \$2,260,859 for 2022-23.



Approved:



Dominic Lazzaretto  
City Manager

Attachments: "A" – Summary of RFP Process  
"B" – Proposed Professional Services Agreement

## Attachment "A"

### REQUEST FOR PROPOSAL PROCESS SUMMARY

2022

#### Management and Operation of Arcadia Transit System

1. Recommended Firm: First Transit, Inc.
2. Bid/Proposed Price: \$13,741,383 for 5 years
3. Recommended Price: Not to exceed \$13,667,103 for 5 years
4. RFP Issued: May 17, 2022
5. Proposal Due: June 30, 2022
6. Interview: July 21, 2022
7. Proposals Received: 2
8. Evaluation Information
  - A. Evaluation Criteria and Weight:
    - Technical - 30%
    - Financial - 35%
    - Organization & Management - 35%
  - B. Proposers Names:
    - First Transit, Inc.
    - Southland Transit, Inc.
9. Protest Received: None

**CITY OF ARCADIA  
PROFESSIONAL SERVICES AGREEMENT REGARDING  
ARCADIA TRANSIT OPERATION AND MAINTENANCE SERVICES**

This Agreement is made and entered into as of \_\_\_\_\_, 2022 by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and First Transit, Inc., a California CORPORATION, with its principal place of business at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

Operation, Maintenance and Management of Arcadia Transit System  
(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional transportation services for the operation, maintenance, and management of Arcadia Transit system necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of thirteen million, six hundred sixty-seven thousand one hundred three dollars (\$13,667,103). Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from **October 31, 2022** to **October 31, 2025**, unless earlier terminated as provided herein. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work. At the end of the said term, City may exercise the option to extend the Agreement for two one-year terms.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-Consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subConsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subConsultant has secured all insurance required under this section; provided, however, that in lieu thereof, the Consultant may provide evidence to the City that all subConsultants are additional insureds under the Consultant's policies of insurance.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability

for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$10,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence/\$10,000,000 aggregate for bodily injury and property damage with deductible not to exceed \$10,000 per incident
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers



(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify

shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

### 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from

any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

18. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement at any time and without cause by giving ten (10) calendar days written notice to Consultant. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work. Consultant may not terminate this Agreement except for cause. A termination without cause by City shall not act as or be deemed a waiver of any potential known or unknown City claims associated with Consultant's performance prior to the date of termination.

b. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

c. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

19. Organization

Consultant shall assign Narcisa Montemayor as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Arcadia

240 West Huntington Drive

Arcadia, CA 91066

Attn: Jason Kruckeberg

Assistant City Manager/Development  
Services Director

CONSULTANT:

First Transit, Inc.

7581 Willow Drive, Suite 102

Tempe, AZ 85283

Attn: Nick Promponas

Senior Vice President

With Copy to:

First Group America

600 Vine Street, Suite 1400

Cincinnati, OH 45202

Attn: Fadi Chakbazof

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARCADIA  
AND FIRST TRANSIT, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ARCADIA

FIRST TRANSIT, INC.

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

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

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

Its: \_\_\_\_\_

ATTEST:

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

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

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

APPROVED AS TO FORM

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

By: \_\_\_\_\_  
Stephen P. Deitsch  
City Attorney

Its: \_\_\_\_\_

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

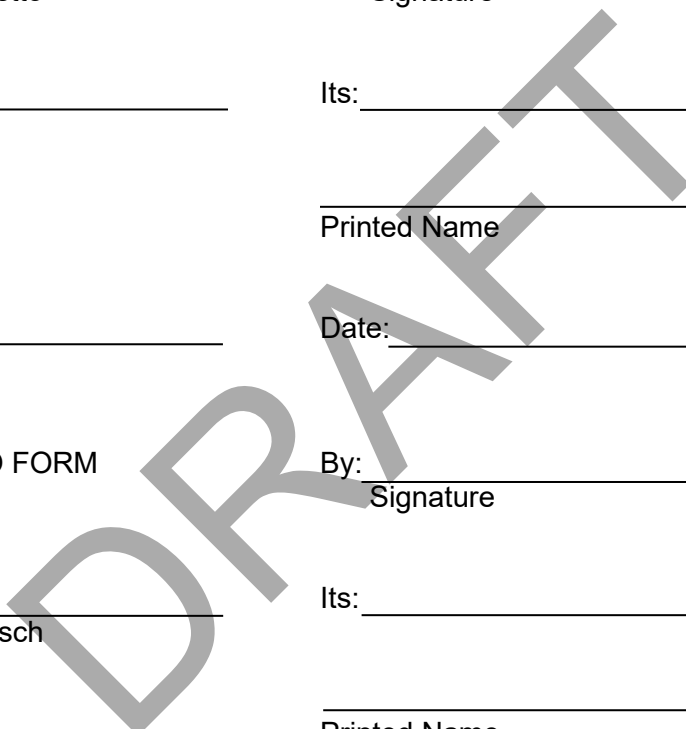


EXHIBIT A  
Scope of Services

DRAFT

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

DRAFT



## EXHIBIT C

### Activity Schedule – Schedule of Services

Consultant shall provide professional transit services for the operation, maintenance, and management of the Arcadia Transit System, as outlined in the Scope of Services. The period of services is for three (3) years. City may choose to exercise two (2) optional one-year extensions.

DRAFT

EXHIBIT D  
COMPENSATION

DRAFT



# STAFF REPORT

Public Works Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Mandy Jiang, Management Analyst

**SUBJECT:** EXTENSION TO THE SERVICES AGREEMENT WITH WATERSMART SOFTWARE, INC. TO PROVIDE WATER CONSERVATION EDUCATION SOFTWARE FOR ARCADIA WATER CUSTOMERS IN THE AMOUNT OF \$133,407

**Recommendation: Approve**

## **SUMMARY**

The existing Agreement with WaterSmart Software, Inc. approved by the City Council on September 4, 2018, is expiring and the vendor has offered a three-year extension. The proposed extension to the Services Agreement ensures that new and existing Arcadia utility residential customers continue to receive Home Water Reports and WebPortal access supplied by WaterSmart Software. The WaterSmart Software provides individualized household water use goals and water conservation tips that are essential for water conservation efforts.

The proposed three-year extension of services agreement has an overall cost of \$133,407 and will be paid at an annual rate of \$43,057 in Fiscal Year 2022-23, \$44,469 in FY 2023-24, and \$45,881 in FY 2024-25. It is recommended that the City Council approve, authorize, and direct the City Manager to execute an Extension to the Service Agreement with WaterSmart Software, Inc. to provide water conservation education software for Arcadia water customers.

## **BACKGROUND**

California is in a state of drought emergency. On May 25, 2022, the State Water Resources Control Board adopted emergency drought regulations as directed by Governor Newsom's executive order, which includes a ban on irrigating non-functional turf in commercial, industrial, and institutional sectors to assist in efforts to conserve water, the City of Arcadia adopted Resolution No. 7430 and revised the summer watering schedule to two days per week as opposed to three days a week. As California continues to experience unpredictable weather conditions and water conservation remains of state legislative interest, it is beneficial to the City and community to continue efficient water use habits.

The City of Arcadia has utilized WaterSmart Software, a cloud-based customer engagement and analytics platform, to provide residents with individualized household water use goals and water conservation tips. The proposed extension to the Services Agreement ensures continuing service to new and existing Arcadia utility residential customers.

## **DISCUSSION**

WaterSmart Software is the leading cloud-based customer engagement and analytics platform for water utilities, helping utilities educate and engage with customers to improve water use efficiency and increase customer satisfaction. Under the proposed contract, WaterSmart's customer-engagement platform includes mailed and digital quarterly Home Water Reports, a WebPortal for customers, and a dashboard for Public Works Services staff. Through customer education and engagement, gains in water efficiency at the household level translate to system-wide savings necessary to meet the region's goal of achieving a 20% water use reduction. WaterSmart Software provides the following functions:

### **Customer Home Water Reports**

- Water Reports are emailed and printed quarterly and are individualized based on household water consumption with conservation recommendations.
- Water Reports provide water use comparisons to similar properties by lot size and customizable number of household occupants.
- Water Reports include community outreach with utility messages.

### **Customer Facing Web Portal**

- Web portal provides targeted water saving recommendations.
- Web portal offers at-a-glance historical consumption trends.
- A water-use disaggregation model is available on the web portal to estimate the volume of water used in different household functions (shower, toilet, dishes, irrigation, etc.).
- Web portal can alert customers about leaks/high use and resolution process.
- Web portal is available on smartphones.

### **Utility Dashboard**

- The utility dashboard allows for customer communication tools for individual and group communication.
- Provides for digital form creation which will allow staff to include digital rebate applications tied to customer accounts.
- The utility dashboard allows for the review of consumption analytics by customer class.

As the need for water conservation continues to increase, it is imperative that new and existing single family residential customers continue to have access to WaterSmart Software. The continuing education that WaterSmart Software offers is essential to

sustainable water use as it provides helpful tips on water saving measures and water use trends. The proposed contract extension will ensure ongoing service to new and existing Arcadia water customers who have signed up to use WaterSmart. WaterSmart is a robust, patent-pending, one-of-a-kind software solution, the contract would constitute a sole source agreement. WaterSmart has successfully contracted with more than thirty-four California public and private water utilities, including the Cities of Glendale, Pasadena, Los Angeles, Buena Park, and the Irvine Ranch Water District.

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

### **FISCAL IMPACT**

The overall cost of the extension is \$133,407 and this will be paid at an annual rate of \$43,057 in Fiscal Year 2022-23, \$44,469 in FY 2023-24, and \$45,881 in FY 2024-25. Sufficient funds are budgeted in Fiscal Year 2022-23 Operating Budget in the Water Fund. The associated annual fees for WaterSmart Software will be budgeted in subsequent fiscal years.

### **RECOMMENDATION**

It is recommended that the City Council determine that this agreement extension is exempt under the California Environmental Quality Act (“CEQA”); approve, authorize, and direct the City Manager to execute an Extension to the Services Agreement with WaterSmart Software, Inc. to provide water conservation education software for Arcadia water customers in the amount of \$133,407.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Extension to the Services Agreement with WaterSmart Software, Inc.

## Extension of Services Agreement

WaterSmart Software, Inc. (“WaterSmart”) and City of Arcadia (“Utility”) would like to confirm an extension of their Services Agreement originally dated May 26, 2015 (the “Agreement”). The current term of the Agreement ends on September 1, 2022. WaterSmart and Utility agree to extend the Agreement for an additional period, which will begin immediately upon the expiration of the current term and will end on August 31, 2025

Unless otherwise specified herein, WaterSmart will provide the same services previously listed in Exhibit A, the Scope of Work, of the Agreement. Pricing for this extension term are listed below. All other terms and conditions previously agreed to in the Agreement, including insurance requirements and provisions, remain in force.

Changes in Scope: None

### Program Overview

- Program Length: 3-years
- Current Accounts: 14,000 Total Accounts
- Meter Data:
  - AMR/Manual

### Dashboard and Portal

- Customer Portal:
  - Access for all accounts for all accounts
  - Additional Portal Language - Spanish
- Utility Analytics Dashboard: Profiles for all accounts
- Group Messenger & List Builder

### Alerts and Notifications

- Leak Detections: All Single Family Residential (SFR) Accounts
- Leak Alerts: All Single Family Residential (SFR) Accounts (excluding Control Group)
  - Email, SMS Text, Automated Voice
- Use Notifications: Access for all accounts

### Electronic Bill Presentment & Payments

- Payment Website Integration:
  - Link to Existing Payments Portal from Customer Portal via generic URL

### Customer Letter

- Send to all accounts with Portal access to provide Portal login, in advance of program

### Water Reports

- Residential Recipients: 10,000 Accounts
- Residential Control Group: 2,500 Accounts

### Special Circumstances

- None

Page Break

The pricing and invoicing schedule for services during this extension term are shown below in Table 1.

**Table 1: Fee and Invoicing Schedule**

Program Feature	Description	Fee	Invoicing schedule
Services Fee for Year 1/3	Access to Utility Analytics Dashboard and Customer Portal, Delivery of Home Water Reports throughout Program, and Support & Customer Service	\$43,057.00	FY22-23
Services Fee for Year 2/3	Access to Utility Analytics Dashboard and Customer Portal, Delivery of Home Water Reports throughout Program, and Support & Customer Service	\$44,469.00	FY23-24
Services Fee for Year 3/3	Access to Utility Analytics Dashboard and Customer Portal, Delivery of Home Water Reports throughout Program, and Support & Customer Service	\$45,881.00	FY24-25
<b>Total Fee</b>		<b>\$133,407.00</b>	

IN WITNESS WHEREOF, the Parties have executed this Services Agreement as of the date first written above.

**CITY OF ARCADIA**

By: \_\_\_\_\_  
Dominic Lazzaretto, City Manager

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

**WATERSMART SOFTWARE, INC**

By: \_\_\_\_\_  
Keith Foerster, CFO

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

By: \_\_\_\_\_  
Andrew Jomod, CEO

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

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Stephen P. Dietsch  
City Attorney



# STAFF REPORT

Library and Museum Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Darlene Bradley, Director of Library and Museum Services  
Prepared by Pat Smith, Library Services Manager

**SUBJECT:** PURCHASE ORDER WITH YAMADA ENTERPRISES FOR NEW FURNITURE AND CHARGING SYSTEMS FOR THE ARCADIA PUBLIC LIBRARY IN THE AMOUNT OF \$168,239.08

**Recommendation: Approve**

## **SUMMARY**

The library needs new furniture and charging systems to modernize the facility. The proposed purchase includes 30 single-sided tables with wire management to provide integrated device charging systems, and 30 side chairs for the Arcadia Public Library's Adult and Teen Services North and East Gallery. This purchase would be through Yamada Enterprises. Prices are based upon California Multiple Award Schedules ("CMAS"), which meet the purchasing guidelines for the City of Arcadia ("City"). This furniture replacement project would replace and upgrade the old-style study carrels in the Adult and Teen areas to match furnishings in the Silent Room, perimeter on the interior west wall, and the Jerry Broadwell Children's Room. This would keep the aesthetics of the room consistent with the rest of the library.

Sufficient funds are available in the City's Fiscal Year 2022-23 Equipment Acquisition Budget to purchase the items being requested. Therefore, it is recommended that the City Council authorize the City Manager to approve a Purchase Order with Yamada Enterprises for new furniture and charging systems for the Arcadia Public Library in the amount of \$168,239.08.

## **BACKGROUND**

In 2015, the library conducted a Community Needs Assessment, and seating with charging capabilities was identified as one of the top three needs of the library. A three-phase plan was developed that would add 75 more seats for the public throughout the library. Phase I, approved and installed in 2019, replaced oversized study carrels with no charging capabilities with wall-mounted tables that included USB charging devices to accommodate laptop or tablet use. Phase II replaced the outdated study carrels in the



Jerry Broadwell Children's Room. At the time, a phase III was not planned, but it has become apparent that patrons seek out the modern study carrels with the USB charging stations and more open seating pattern.

The spaces currently include 11 study carrels with 34 seats but no charging or outlet options. Most libraries have replaced this antiquated taller study carrel furniture with streamlined tables and associated charging capabilities. Because of the high demand for charging capabilities for phones, laptops, and tablets, and few electrical outlets in the area, patrons must crawl under tables or string power cords across high traffic areas in the Adult and Teen areas to access wall outlets.

A variety of furniture options were reviewed, with the preferred option furnishings that are designed exclusively for public use, are highly durable, flexible, aesthetically pleasing, match well with existing furniture, and meet the needs of a modern public workspace. Aesthetics throughout the building were considered so that there would not be a hodgepodge of colors and designs.

Worden Bridge single sided tables (no bridge) and Worden TJ-series chairs are being proposed to match the existing furniture replacement project done in the Silent Room, the cubicles near the Administration office, and the most recent bank of study cubicles added in 2022 in the Children's Room. The Worden Bridge single sided tables include wire management, providing two charging USB ports per study carrel seating, and one power entry per 72" table (two total). The TJ-series chairs include a sturdy metal frame and a wooden back and seat which will match the stain used in the cubicles. Worden is a popular maker of high-quality library furnishings, and customers include the Cambridge Public Library, the Palo Alto Public Library, and the Los Angeles County Public Library (West Hollywood Branch).

## **DISCUSSION**

Prices for all items to be purchased are based upon California Multiple Award Schedules ("CMAS") which meet the purchasing guidelines for the City. CMAS contracts offer a wide variety of commodities and products at prices which have been assessed to be fair, reasonable, and competitive. As the City acknowledges CMAS, a formal bidding process is unnecessary.

The cost of 30 Worden Bridge single-sided tables with two built-in electrical power outlets and two USB charging connections per seating space, and 30 Worden TJ side chairs, is \$168,239.08 based on CMAS contract #4-15-00-0106D. This includes cost of materials, labor, sales tax, and freight.

Yamada has been the vendor for several recent furniture purchases by Arcadia Public Library and has been thoroughly professional about installation. The finished result has always been excellent.

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), as it can be seen that there will be no impact on the environment. Thus, this matter is exempt under CEQA.

### **FISCAL IMPACT**

The total cost for this furniture (including installation and delivery) is \$168,239.08. These cubicles, charging systems, and chairs were budgeted as part of the Fiscal Year 2022-23 Equipment Acquisition Budget and there are sufficient funds available in the budget to purchase the requested items.

### **RECOMMENDATION**

It is recommended that the City Council approve a Purchase Order with Yamada Enterprises for the purchase of new furniture and charging systems for the Adult and Teen Services North and East gallery areas of the Arcadia Library in the amount of \$168,239.08.

Approved:



Dominic Lazzaretto  
City Manager

- Attachment No. 1: Photographs of Current and Proposed Furnishings
- Attachment No. 2: Yamada Enterprises Proposal for Worden Bridge Cubicles and Chairs and Quotation #22062-C-R1 (PHASE 3)

## Attachment No. 1

### Photographs of Current and Proposed Furnishings

#### Current furnishings in the North Gallery of the Adult and Teen Area



#### Current furnishings in the East Galleries of the Adult and Teen Areas



## Proposed cubicles matching those located elsewhere in the library

Adult/Teen Services



Middle School North Wall



Charging/power port detail

## Attachment No. 2

QUOTATION # 22062-C-R1

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

**To:** Arcadia Public Library  
 20 W. Duarte Rd.  
 Arcadia, CA 91006

**Date:** 7/25/2022  
**Job Location:** Arcadia, CA  
**Est. Lead Time:** 90-120 Days  
**Freight:** Included  
**F.O.B.:** Destination  
**Terms:** 50% Dep/Bal Net 30

ITEM	QTY.	PART NO.	DESCRIPTION	UNIT LIST PRICE	DISC.	UNIT NET COST	EXTENED NET COST
<b>The Worden Company Study Carrels - Adult &amp; Teen Area</b>							
1.	11	BR-2436-MM	Bridge 24"W x 36"L x 30"H single sided tables (no bridge). Table to be modified to be approx. 396"L x 24"W x 30"H tables and include wire management, (1) Cove power/USB receptacle with (2) power and (2) charging USB ports per work space and one power entry per 72" table (two total), plug-in (20 AMP with 15 AMP converter). Table to be divided into nine separate 36" work spaces via frosted acrylic dividers with aluminum posts (one approx. 72"L rear and three 24"L side acrylic dividers). See pricing below for options/additions. Wood: Maple Worksurface: Maple Veneer w/protective clear coat Finish: Honey on Maple Receptacle Finish: Silver	\$4,484.00	30.000%	\$3,138.80	\$34,526.80
2.	12	BR-2436-MM	Bridge 24"W x 36"L x 30"H single sided tables (no bridge). Table to be modified to be (1) approx. 432"L x 24"W x 30"H table and include wire management, (1) Cove power/USB receptacle with (2) power and (2) charging USB ports per work space and one power entry, plug-in (20 AMP with 15 AMP converter). Table to be divided into fifteen separate 36" work spaces via frosted acrylic dividers with aluminum posts. See pricing below for options/additions. Wood: Maple Worksurface: Maple Veneer w/protective clear coat Finish: Honey on Maple Receptacle Finish: Silver	\$4,484.00	30.000%	\$3,138.80	\$37,665.60
	1	PMU	Product Modification Charge for protective clear coat finish on maple veneer worksurface	\$247.00	30.000%	\$172.90	\$172.90
	1	LOT	Modify table to include protective clear coat finish on maple veneer worksurface	\$4,910.00	30.000%	\$3,437.00	\$3,437.00
	23	BWM/36/JC/P	34.5" J-channel	\$440.00	30.000%	\$308.00	\$7,084.00
	1	PMU	Product Modification Charge for Cove receptacles	\$247.00	30.000%	\$172.90	\$172.90
	23	PC-COV-2U-SP-108	Cove receptacle with 2-power/2-charging USB	\$534.00	30.000%	\$373.80	\$8,597.40
	1	PMU	Product Modification Charge for posts and acrylic dividers	\$247.00	30.000%	\$172.90	\$172.90
	1	LOT	Modify table to include aluminum posts and acrylic dividers as in description above	\$5,152.00	30.000%	\$3,606.40	\$3,606.40
	1	PMU	Product Modification Charge for Cove Daisylink System	\$247.00	30.000%	\$172.90	\$172.90
	1	LOT	Modify table to include Cove Daisylink System to connect receptacles under worksurface and plug into wall outlet (15 AMP plug).	\$4,968.00	30.000%	\$3,477.60	\$3,477.60
4.	23	TJ.S.WW.M	TJ adult side chair, 19-7/8"W x 21-1/4"D x 34-1/4"H overall, 18" seat height. Wood: Maple Finish: Honey on Maple Metal Leg Finish: Arctic Silver	\$1,138.00	33.000%	\$762.46	\$17,536.58

**NOTES:**

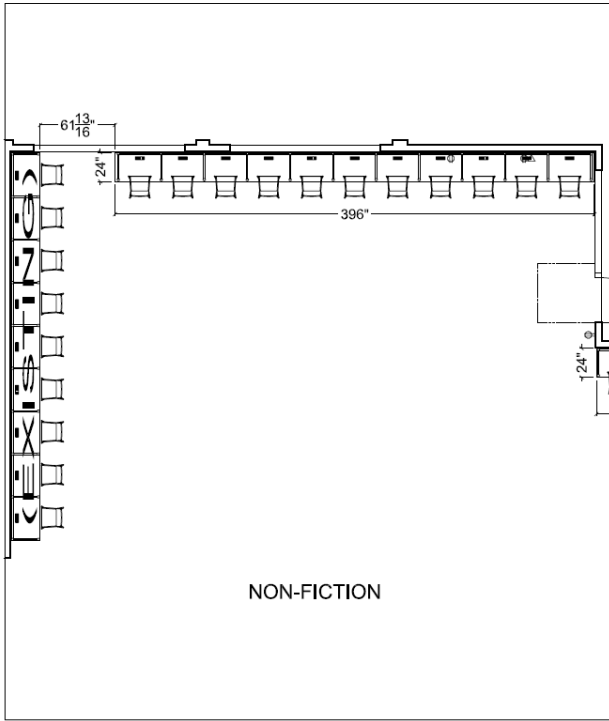
Pricing based on CMAS contract #4-15-00-0106D, 06/12/2015 through 5/31/2023.  
 Pricing based on all items being purchased and installed at the same time.  
 Pricing based on ground floor installation and free and clear access to offload, carry in and install items.  
 Pricing based on material being ordered by 04/28/22.  
 To be similar in style to customers previous orders #85243, #84046, #82378 and #82876  
 PWCR/DIR #100000165

			<b>COST OF MATERIALS</b>		\$116,622.98
			<b>ADD'L. DISCOUNT</b>	<b>0.00%</b>	\$ -
			<b>SUBTOTAL</b>		\$ 116,622.98
			<b>LABOR</b>		Included
			<b>SALES TAX</b>	<b>10.250%</b>	\$11,953.86
			<b>FREIGHT</b>		Included
			<b>TOTAL</b>		<b>\$128,576.84</b>

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

*Caesar Lara*

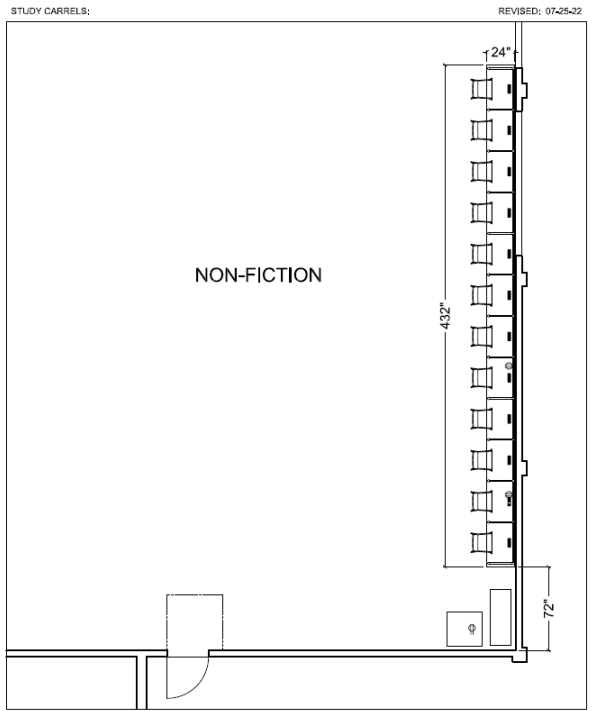
Caesar Lara  
[caesar@yamadaenterprises.com](mailto:caesar@yamadaenterprises.com)



**YAMADA**  
 CONSULTANTS  
 1000 S. GATEWAY AVENUE, SUITE 100  
 SAN ANTONIO, TEXAS 78204  
 TEL: 214.343.7200 FAX: 214.343.7201

**FLOOR PLAN**  
 SCALE: 3/16"=1'-0"

ARCADIA PUBLIC LIBRARY  
 20 W. DUARTE ROAD  
 ARCADIA CA 91006



**YAMADA**  
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**FLOOR PLAN**  
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ARCADIA PUBLIC LIBRARY  
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 Terms: 50% Dep/Bal Net 30

ITEM	QTY.	PART NO.	DESCRIPTION	UNIT LIST PRICE	DISC.	UNIT NET COST	EXTENED NET COST
<b>The Worden Company Study Carrels - Adult &amp; Teen Area</b>							
1.	7	BR-2436-MM	Bridge 24"W x 36"L x 30"H single sided tables (no bridge). Table to be modified to be approx. 73.75"L x 24"W x 30"H tables and include wire management, (1) Cove power/USB receptacle with (2) power and (2) charging USB ports per work space and one power entry per 72" table (two total), plug-in (20 AMP with 15 AMP converter). Table to be divided into two separate 36" work spaces via frosted acrylic dividers with aluminum posts. See pricing below for options/additions. Wood: Maple Worksurface: Maple Veneer w/protective clear coat Finish: Honey on Maple Receptacle Finish: Silver	\$4,484.00	30.000%	\$3,138.80	\$21,971.60
	1	PMU	Product Modification Charge for protective clear coat finish on maple veneer worksurface	\$247.00	30.000%	\$172.90	\$172.90
	1	LOT	Modify table to include protective clear coat finish on maple veneer worksurface	\$1,494.00	30.000%	\$1,045.80	\$1,045.80
	7	BWM/36/JC/P	34.5" J-channel	\$440.00	30.000%	\$308.00	\$2,156.00
	1	PMU	Product Modification Charge for Cove receptacles	\$247.00	30.000%	\$172.90	\$172.90
	7	PC-COV-2U-SP-108	Cove receptacle with 2-power/2-charging USB	\$534.00	30.000%	\$373.80	\$2,616.60
	1	PMU	Product Modification Charge for posts and acrylic dividers	\$247.00	30.000%	\$172.90	\$172.90
	1	LOT	Modify table to include aluminum posts and acrylic dividers as in description above	\$1,568.00	30.000%	\$1,097.60	\$1,097.60
	1	PMU	Product Modification Charge for Cove Daisylink System	\$247.00	30.000%	\$172.90	\$172.90
	1	LOT	Modify table to include Cove Daisylink System to connect receptacles under worksurface and plug into wall outlet (15 AMP plug).	\$1,512.00	30.000%	\$1,058.40	\$1,058.40
4.	7	TJ.S.WW.M	TJ adult side chair, 19-7/8"W x 21-1/4"D x 34-1/4"H overall, 18" seat height. Wood: Maple Finish: Honey on Maple Metal Leg Finish: Arctic Silver	\$1,138.00	33.000%	\$762.46	\$5,337.22

**NOTES:**  
 Pricing based on CMAS contract #4-15-00-0106D, 06/12/2015 through 5/31/2023.  
 Pricing based on all items being purchased and installed at the same time.  
 Pricing based on ground floor installation and free and clear access to offload, carry in and install items.  
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 To be similar in style to customers previous orders #85243, #84046, #82378 and #82876  
 PWCR/DIR #100000165

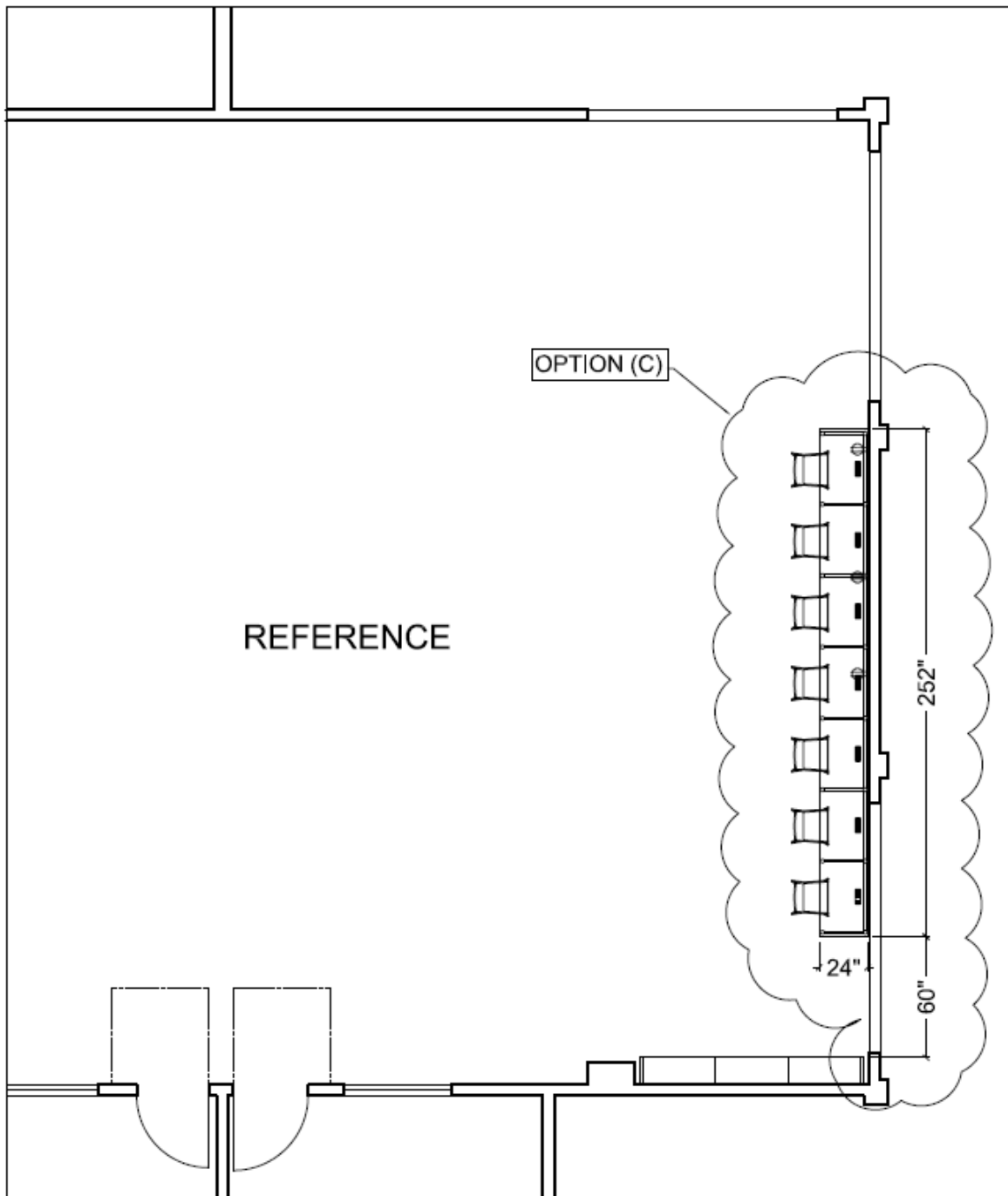
				<b>COST OF MATERIALS</b>			\$35,974.82
				<b>ADD'L. DISCOUNT</b>	<b>0.00%</b>	\$	-
				<b>SUBTOTAL</b>		\$	35,974.82
				<b>LABOR</b>			Included
				<b>SALES TAX</b>	<b>10.250%</b>		\$3,687.42
				<b>FREIGHT</b>			Included
				<b>TOTAL</b>			<b>\$39,662.24</b>

- This quotation is subject to change unless accepted within 30 days from the above date.
- Shipping dates are approximate and are based upon receipt of all necessary information.
- Prices quoted do not include direct taxes imposed by Federal, State or Municipal authorities unless stated.
- A service charge of 1 1/2% per month (18% annum) will be charged on all past due accounts.

*Caesar Lara*

Caesar Lara  
[caesar@yamadaenterprises.com](mailto:caesar@yamadaenterprises.com)







# STAFF REPORT

Public Works Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Carmen Masud, Deputy Public Works Director

**SUBJECT:** PURCHASE ORDER WITH DANIELS TIRE SERVICE, INC. FOR THE PURCHASE OF TIRES AND TIRE RELATED SERVICES FOR CITY VEHICLES IN AN AMOUNT NOT TO EXCEED \$75,000

**Recommendation: Approve**

## **SUMMARY**

The Public Works Services Department (“PWSD”) Fleet Section is responsible for purchasing and maintaining tires and accessories for all City of Arcadia (“City”) vehicles. Utilizing the National Association of State Procurement Officials (“NASPO”) cooperative purchasing program enables the City to streamline the process of procuring tires and tire related services, while receiving the best prices possible.

It is recommended that the City Council approve a purchase order with Daniels Tire Service, Inc. for the purchase of tires and tire related services in an amount not to exceed \$75,000.

## **BACKGROUND**

The Public Works Services Fleet Section (“Fleet Services”) is responsible for purchasing and maintaining tires and accessories for all City vehicles. It is critical that Fleet Services maintain the proper on-hand inventory of tires to prevent an interruption in daily operations as well as 24-hour service for City vehicles and heavy-duty emergency equipment.

## **DISCUSSION**

To accurately bid the project, a detailed list of items covering every required tire size, accessory, and related tire service was compiled to ensure that Fleet Services would have access to all items necessary for any repair that may arise. Last year, Fleet Services spent approximately \$50,000 on tires, related tire accessories, and provided services, in order to ensure that there are acceptable quantities of tires available to Fleet Services, the quantities provided in the City’s purchase specifications are based on estimates. The City may purchase an amount less than the estimate given, according to the needs and

requirements of the City. After exploring several cooperative purchasing programs, it was determined that NASPO provided the best value for quality products and services to best meet the City's full range of potential needs.

The California Government Code authorizes public agencies to participate in cooperative purchasing agreements such as those established by NASPO, while remaining within the City's adopted rules and procedures for purchasing. By utilizing a cooperative purchasing program, the City is able to streamline the procurement process and purchase tires and related accessories at a lower cost than traditional competitive bidding.

NASPO awarded a master agreement to Goodyear Tire & Rubber Company ("Goodyear") for their full line of tires and related services. Under the master agreement, Goodyear, a global tire manufacturer and distributor, has certified and authorized specific independent dealers to provide tires and tire services related to the purchase of Goodyear tires. Daniels Tire Service, Inc. is a local authorized Goodyear dealer and has satisfactorily supplied tires and tire related services to the City for over 12 years. The bidding process and master agreement have been reviewed by the PWSD and it has been determined to meet the City's procurement requirements. Therefore, it is recommended that the City Council approve a purchase order with Daniels Tire Service to obtain the necessary inventory and services.

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

### **FISCAL IMPACT**

The requested budget is based on the estimated need for supplies and services and is in an amount not to exceed \$75,000. Sufficient funds are budgeted in the Fiscal Year 2022-23 Operating Budget/Vehicle Maintenance for the purchase of tires and tire related services.

### **RECOMMENDATION**

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with Daniels Tire Service, Inc. for the purchase of tires and tire related services for City vehicles in an amount not to exceed \$75,000.

Purchase Order for Tires & Related Services  
August 16, 2022  
Page 3 of 3

Approved:

A handwritten signature in blue ink, appearing to read "Dominic Lazzaretto".

Dominic Lazzaretto  
City Manager

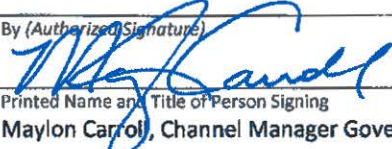
Attachment: Goodyear NASPO Master Agreement

**Iowa Department of Administrative Services  
Contracts Declaration & Execution Page**

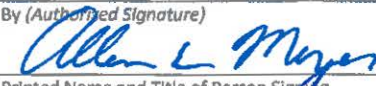
Title of Contract: Tires, Tubes and Services – NASPO ValuePoint		Bid Proposal Number RFP1118005083	Contract Number 19101
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:			
State Agency's Name: Iowa Department of Administrative Services – Central Procurement Bureau			
Contractor's Name: The Goodyear Tire & Rubber Company			
Contract to Begin: April 1, 2019	Date of Expiration: March 31, 2024	Annual Extensions: None	
The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement:			
Section 1 – Terms & Conditions .....			Page 2
Section 2 – Scope of Work.....			Page 26
Section 3 – Pricing.....			Page 33
Section 4 – Contacts .....			Page 36

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto**

**Contractor: Goodyear Tire & Rubber Company**

By (Authorized Signature) 	Date Signed 11/5/2018
Printed Name and Title of Person Signing Maylon Carroll, Channel Manager Government Sales	
Address 200 Innovation Way, Akron, OH 44316	

**State of Iowa: Department of Administrative Services – Central Procurement Bureau**

By (Authorized Signature) 	Date Signed 11/05/2018
Printed Name and Title of Person Signing Allen Meyer, COO	
Address 1305 E. Walnut Street, Hoover Building, Floor 3, Des Moines, IA 50319	

**SECTION 1**  
**NASPO ValuePoint Master Agreement Terms and Conditions**

**1.1. Master Agreement Order of Precedence**

**1.1.1.** Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Specifications or Scope of Work;
- (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

**1.1.2.** These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

**1.2. Definitions**

**Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

**Contractor** means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

**Embedded Software** means one or more software applications which permanently reside on a computing device.

**Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

**Lead State** means the State centrally administering any resulting Master Agreement(s).

**Master Agreement** means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

**NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school

districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

**Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

**Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

**Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

**Participating State** means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

**Product** means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

**Purchasing Entity** means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase. Purchasing Entities shall have the rights extended to "User Entities" under the RFP.

## **NASPO ValuePoint Program Provisions**

### **1.3. Term of the Master Agreement**

**1.3.1.** The term of this Master Agreement is for five (5) years. This Master Agreement has no renewal periods.

**1.3.2.** The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

**1.4. Amendments**

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

**1.5. Participants and Scope**

**1.5.1.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

**1.5.2.** Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

**1.5.3.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

**1.5.4.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.



- 1.5.5.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- 1.5.6.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 1.5.7. Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

**1.6. Administrative Fees**

- 1.6.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- 1.6.2.** Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

## 1.7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- 1.7.1. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at: <http://calculator.naspovaluepoint.org>.

All sales of product made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- 1.7.2. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Exhibit A.

- 1.7.3. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

- 1.7.4. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

**1.7.5.** Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

**1.8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

- 1.8.1.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- 1.8.2.** Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- 1.8.3.** Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- 1.8.4.** Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- 1.8.5.** Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 1.8.6.** The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

**1.8.7.** Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

**1.9. NASPO ValuePoint eMarket Center**

**1.9.1.** In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

**1.9.2.** The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

**1.9.3.** At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

**1.9.4.** If a catalog-hosted on or integration of a punchout site with eMarket Center is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

**1.10. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

**1.11. Price and Rate Guarantee Period**

All prices and rates must be guaranteed for the initial one-year period of the Master Agreement. Following the initial one-year period of the Master Agreement, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master

Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

**1.12. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

**Administration of Orders**

**1.13. Ordering**

**1.13.1.** Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

**1.13.2.** Purchasing Entities may define entity or project-specific requirements and informally complete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

**1.13.3.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

**1.13.4.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

**1.13.5.** Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

**1.13.6.** All Orders pursuant to this Master Agreement, at a minimum, shall include:

**1.13.6.1.** The services or supplies being delivered;

**1.13.6.2.** The place and requested time of delivery;

**1.13.6.3.** A billing address; the name, phone number, and address of the Purchasing Entity representative;

**1.13.6.4.** The price per hour or other pricing elements consistent with this Master Agreement and the contractor’s proposal;

**1.13.6.5.** A ceiling amount of the order for services being ordered; and

**1.13.6.6.** The Master Agreement identifier.

**1.13.7.** All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

**1.13.8.** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

**1.13.9.** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

#### **1.14. Shipping and Delivery**

**1.14.1.** The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

**1.14.2.** All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

**1.14.3.** All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

**1.15. Laws and Regulations**

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

**1.16. Inspection and Acceptance**

**1.16.1.** Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

**1.16.2.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

**1.16.3.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

**1.16.4.** The warranty period shall begin upon Acceptance.

**1.17. Payment**

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.

After 30 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

**1.18. Warranty**

Any tire which fails the standard commercial tire warranty must either be satisfactorily repaired by the Contractor or replaced with a new tire, charging only for the mileage used based on the tread depth, or as agreed upon by the Purchasing Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Entity, AT NO COST TO THE PURCHASING ENTITY. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service SHALL BE PAID BY THE CONTRACTOR.

**1.19. Title of Product**

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

**1.20. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

**General Provisions**

**1.21. Insurance**

**1.21.1.** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Unless otherwise agreed in a Participating Addendum, an exception to the requirement to buy and maintain the required insurance is allowed when Contractor is one hundred (100%) percent self-insured. In this case, Contractor may self-insure all of its obligations under this Contract provided that such program of self-insurance is in compliance with the laws of the Participating State(s) in which Contractor conducts business. Regardless of whether the insurance is through a third party insurer or self-insurance, the



certificate of insurance will show the minimum dollar amount per occurrence and policy maximum per 21.b.(1) below.

**1.21.2.** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

**1.21.2.1.** Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

**1.21.2.2.** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

**1.21.3.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

**1.21.4.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

**1.21.5.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

**1.21.6.** Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

**1.22. Records Administration and Audit**

**1.22.1.** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a

Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

**1.22.2.** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

**1.22.3.** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

### **1.23. Confidentiality, Non-Disclosure, and Injunctive Relief**

**1.23.1. Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

**1.23.2. Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use

commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

**1.23.3. Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

**1.23.4. Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

**1.23.5.** The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

**1.24. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

**1.25. Assignment/Subcontracts**

**1.25.1.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**1.25.2.** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

**1.26. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

**1.27. Independent Contractor**

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

**1.28. Cancellation**

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

**1.29. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

**1.30. Defaults and Remedies**

**1.30.1.** The occurrence of any of the following events shall be an event of default under this Master Agreement:

**1.30.1.1.** Nonperformance of contractual requirements; or

**1.30.1.2.** A material breach of any term or condition of this Master Agreement; or

**1.30.1.3.** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or



**1.31. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

**1.32. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

**1.33. Indemnification**

**1.33.1.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

**1.33.2. Indemnification – Intellectual Property.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

**1.33.2.1.** The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

**1.33.2.1.1.** provided by the Contractor or the Contractor's subsidiaries or affiliates;

**1.33.2.1.2.** specified by the Contractor to work with the Product; or

**1.33.2.1.3.** reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

**1.33.2.1.4.** It would be reasonably expected to use the Product in combination with such product, system or method.

**1.33.2.2.** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

**1.34. No Waiver of Sovereign Immunity**

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**1.35. Governing Law and Venue**

**1.35.1.** The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

**1.35.2.** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

**1.35.3.** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

**1.36. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

**1.37. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

**1.38. Leasing or Alternative Financing Methods**

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

**1.39. Notice**

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

**1.39.1.** At the time it is actually received; or,



- 1.39.2.** Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- 1.39.3.** Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

**1.40. eMarket Center Appendix**

**1.40.1.** This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

**1.40.2.** Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

**1.40.3.** At a minimum, the Contractor agrees to the following:

**1.40.3.1.** Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

**1.40.3.2.** NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).

**1.40.3.2.1. Hosted Catalog.** By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data 60 days prior to the Contract renewal date to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

**1.40.3.2.2. Punch-Out Catalog.** By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update annually to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

**1.40.4. Revising Pricing and Product Offerings**

Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year. The following conditions apply with respect to hosted catalogs:

**1.40.4.1.** Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 3/01/20 would be effective in the eMarket Center on 4/01/20). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 3/15/20 would be effect in the eMarket Center on 5/01/20).

**1.40.4.2.** Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

**1.40.5. Supplier Network Requirements**

Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: [www.sciquest.com](http://www.sciquest.com) or call the JAGGAER Supplier Network Services team at 800-233-1121.

**1.40.6. Minimum Requirements**

Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

**1.40.6.1.** Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

- 1.40.6.2. The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and
- 1.40.6.3. The Catalog must include a Lead State contract identification number; and
- 1.40.6.4. The Catalog must include detailed product line item descriptions; and
- 1.40.6.5. The Catalog must include pictures when possible; and
- 1.40.6.6. The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

**1.40.7. Order Acceptance Requirements**

Must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

**1.40.8. UNSPSC Requirements**

Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

**1.40.9. Applicability**

Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

1.40.10. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

1.40.11. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity

and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

## SECTION 2 Scope of Work

The scope of this Contract includes specific full lines of tires and tubes as covered in the Manufacturer's Price List (MPL) and related services in the following subcategories:

### 2.1. Tires and Tubes Subcategories

- 2.1.1. Pursuit and Performance Tires
- 2.1.2. Automobile/Passenger Vehicles
- 2.1.3. Light Duty Trucks: Radial
- 2.1.4. Medium Commercial/Heavy Duty Trucks /Buses
- 2.1.5. Off-the Road OTR: Radial and Bias

### 2.2. Product and Service Specifications

#### 2.2.1. General Tire Specifications

All tires will be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with Federal Department of Transportation (DOT) compliance symbol. Tires shall conform to all applicable Federal Specifications.

All tires, with the exception of tires which are not manufactured annually, must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the Purchasing Entity. Tires which are not manufactured annually, such as low volume tires, will be accepted when produced or manufactured within the last two (2) years prior to delivery to the Purchasing Entity.

Should an Authorized Distributor deliver a tire(s) with a manufacturing date exceeding the one year limit, excluding low volume tires which are not manufactured annually, the Authorized Distributor will pick up the expired tire(s) and replace them with tire(s) that meet the manufacturing date requirement for no additional fee to the Purchasing Entity.

All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non-passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

#### 2.2.1.1. Pursuit and Performance Tires

Pursuit and Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is V, W, Y, or ZR rated or above. A V rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling and stopping characteristics. Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 139.

**2.2.1.2. Automobile/Passenger Vehicles**

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans. The European Tire and Rim Technical Organization (ETRTO) equivalent is an acceptable substitute for the P-metric. Tires must be of quality equal to or superior in every respect to those normally furnished as original equipment in the OEM automotive industry.

**2.2.1.3. Light Duty Trucks (Radial)**

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

**2.2.1.4. Medium Commercial/Heavy Duty Trucks /Buses**

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory generally have a diameter that is equal to or greater than twenty (20) inches. Commercial tires with 16, 17.5 and 19.5 inch rims are included in the medium truck tire category.

**2.2.1.5. Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)**

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

**2.2.2. Low Roll Resistance Tires**

Contractor will provide certified (e.g., SAE J1269 and SAE J2452), low rolling resistance tires and identify them as low roll resistance tires in their MPL. Contractor is to also offer the fuel economy rating of the low roll resistance tires offered; e.g. miles per gallon fuel efficiency increase or percentage of fuel economy increase.

**2.2.3. Tubes**

All inner tubes must be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes must be of quality not less than the tubes normally furnished in representative quantities by OEM as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tubes must conform to all applicable federal specifications. *All tubes must be NEW and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the Purchasing Entity.*

#### **2.2.4. Detailed Services Specifications**

Contractor pricing for each of the services listed below, which may be performed by their Approved Distributors, includes all parts and labor. Approved Distributors must honor the services pricing in this Contract.

The Contractor is responsible for the timeliness and quality of all services provided by the Approved Distributors. NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, must be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory. This Contract covers the following tire services. Service pricing is shown in Section 5 of this Contract.

- 2.2.4.1.** Tire Installation with purchase in store includes dismount of used tires and tubes
- 2.2.4.2.** Change tire, dismount and mount
- 2.2.4.3.** Flat repair, remove, repair and mount
- 2.2.4.4.** Flat repair, off vehicle
- 2.2.4.5.** Rotate mounted tires (per tire)
- 2.2.4.6.** New valve stem rubber or metal
- 2.2.4.7.** Wheel balance - computer spin balance (per tire)
- 2.2.4.8.** Wheel balance – computer spin balance and valve stem combination
- 2.2.4.9.** Alignment Services - Standard two and four wheel alignments
- 2.2.4.10. Used tire recycle and disposal fee (per tire)**

Some NASPO ValuePoint Participating States have statutes that only allow up to a specific fee to be charged. The Participating States with statute regulated fee caps will only pay the statute price.

For Participating States which do not have a statute regulating the disposal fee, the maximum fees which can be charged for tire disposal are as follows:

\$2.50/Tire Passenger Car Tire

\$5.00/Tire Truck Tire

These maximum fees can be adjusted during the life of the Contract to meet current market trends.

#### **2.2.4.11. Bulk Disposal of Tires**

This is considered an additional chargeable service. Contractor, when requested by a Purchasing Entity, will place trailers on-site for the disposal of scrap tires. Contractor must, on a will-call basis, within five (5) days' notification from requesting Purchasing Entity, remove and replace full trailers with empty trailers. Trailer capacity shall be a minimum of six (6) tons of scrap tires. Contractor shall dispose of scrap tires that are removed in Contractor-provided trailers at an approved waste tire recovery area, or other

approved disposal methods. Contractor must invoice for disposal of scrap tires at the price negotiated between parties. Contractor shall submit with invoice, documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Contractor. Contractor may return scrap tires mounted to wheels to Purchasing Entity if dismounting is required. With prior approval from the designated Purchasing Entity Contract representative, Contractor may dismount scrap tires from wheels and invoice at the price negotiated between parties for such service. Contractor must return wheels to the Purchasing Entity for disposition unless instructed otherwise by the Purchasing Entity.

#### **2.2.4.12. Tire pressure monitoring system (TPMS)**

When new tires are mounted on a vehicle with a TPMS system, the TPMS system will be reinstalled with a new washer, valve, and valve cap (TPMS service kit).

This Contract is not meant for purposes of general vehicle maintenance and repair services. Alignment service pricing should include all minor parts such as alignment shims and alignment cam bolts. However, the alignment shims and alignment cam bolts can be invoiced as a separate line item if not included in the price of the alignment.

Parts needed to repair a vehicle in order to obtain proper alignment such as tie rod ends/sleeves, ball joints, bushings, sway bar links, center links, idler arms/pitman arms, rack and pinion units, shock absorbers, struts/cartridges and coil springs are not authorized under this Contract.

### **2.3. Approved Distributors List**

Contractor will provide a list of its Approved Distributors for each Participating State for this Contract. The Approved Distributor list will, at a minimum, provide the following approved distributor information:

- Approved Distributor's Business Name
- Street Address, City, State, Zip Code
- Phone Number
- Fax Number
- Contact Name
- Contact Email Address
- Tire Categories Sold (Passenger, Lt. Truck, Med. Truck, Off Road, etc.)
- Delivery Service Provider (Y or N)
- Delivery Rates
- Delivery Terms

Other reporting fields may be required by Participating States in their respective participating addendums.

The Approved Distributor list will be updated within fifteen (15) calendar days of Contractor's knowledge of a change regarding an Approved Distributor's ownership, business closing, new participation in Contract, delivery service rate or terms, and contact information.



## **2.4. Customer Service**

**2.4.1.** The Contractor will provide a dedicated customer service representative(s) for the Contract. The representative will be available to acknowledge all Purchasing Entities inquiries within one business day. The representative's responsibilities include, but are not limited to, the following:

**2.3.1.1** Respond and resolve Participating States' questions and/or complaints about the products and services being provided through the successful Contractor's Approved Distributors network. The customer service representative should acknowledge receipt of Participating States' inquiries within one business day.

**2.3.1.2** Contact Approved Distributors who are not complying with the NASPO ValuePoint Contract and Participating State's terms and conditions directly or through the Contractor's standard channels. Coordinate the education of the Approved Distributor on its Contract responsibilities.

**2.3.1.3** Contact the Lead State Contract Administrator concerning any unresolved issues concerning all Participating States and work with the Lead State Contract Administrator to resolve these issues. Issues which have not been resolved within thirty (30) days shall be escalated up to the Lead State Contract Administrator.

**2.3.1.4** Participate in annual meetings with Lead State Contract Administrator to discuss customer service related issues and contract performance.

**2.3.1.5** Participate in quarterly conference calls with Lead State Contract Administrator to review any current contract issues with Participating States.

**2.3.1.6** Lead contact for sales reporting and remittance of management fees.

**2.3.1.7** Main point of contact regardless of the question or issue. If customer service representative cannot answer a question or resolve an issue without additional help, they should contact the necessary staff and obtain the answer or resolve the issue and then contact the Purchasing Entity with the final answer or resolution.

## **2.5. Website**

The Contractor will provide a dedicated website complete with each Participating State's participating addendum, tire/tube price list, Approved Distributor list, ordering information and other information as needed for all products included in this Contract. The dedicated website will be accessible by Purchasing Entities by internet link and be functional for the duration of the Contract. A link to the dedicated website will be posted on the State of Iowa's Contract website and be available for review by Purchasing Entities and the general public. The general public may view the pricing but only qualified public entities would participate in the contracted services and goods.

Pricing and the Approved Distributor list for each Participating State should be available to view within two clicks from the main website window. The Contractor must keep the information on the dedicated website current. Current is considered to be no later than fifteen (15) calendar days from the date Contractor has knowledge of the change. Websites may be linked to the Contractor's main public website.

Contractor will provide a "live" website no later than 60 days from the date of Contract execution. On March 31, 2019, the website will contain the aforementioned information for Participating States who have submitted their participating addendum by February 15, 2019. After April 1, 2019, the uploading of a Participating State's information to the website must be completed within fifteen (15) days of execution of the participating addendum.

Contractor is not required to provide online payment and ordering on its dedicated website.

#### **2.6. Recruiting and Education of Approved Distributors**

The Contractor will continue recruiting dealers to become Approved Distributors for Participating States for the duration of the Contract. The Contractor is responsible for providing sufficient coverage in each Participating State by ensuring that its authorized dealers are aware of this Contract and understand how to become an Approved Distributor.

The Contractor will provide continued outreach with regards to the training of Approved Distributors on the requirements of the Master Agreement. The Contractor is responsible for a Approved Distributor's understanding of the tire discounts, service rates, and billing procedures for their respective Participating State upon execution of a Dealer Agreement.

#### **2.7. Shipping and Delivery**

All deliveries will be F.O.B. destination. Delivery rates and terms shall be established upon execution of the Contract. Orders to different agencies/departments of a Purchasing Entity shall be shipped according to the delivery rates and terms established in this Contract. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

#### **2.8. Tax Exemption**

Sales tax is dynamic and the Contractor must comply with each Participating State's requirements. If Contractor's Approved Distributors cannot invoice the correct tax based upon the location (e.g., delivery location rather than Approved Distributor location) required by a Participating State, Contractor must disclose that to the Participating State prior to execution of a Participating Addendum with that State.

#### **2.9. Multiple Accounts within a Purchasing Entity**

Purchasing Entities may have different agencies, departments or divisions utilizing the goods and/or services provided by the Contractor. The Contractor will maintain the ability to process multiple individual accounts and unique users within a Purchasing Entity for the duration of the Contract.

**2.10. Payment Types**

The Contractor must accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement.

**2.11. High Volume Product**

Participating States may negotiate with Contractor for more favorable tire/tube discounts for their respective high volume products. Contractor will provide a copy of each Participating State's discounts and pricing on the website when they are different from the standard discounts and pricing of this Contract.

**2.12. NASPO ValuePoint Administrative Fee and Reporting Requirements**

The Contractor agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Contractor also agrees to provide the specific summary and detailed usage reporting requirements as prescribed by Section 1.7 of the NASPO ValuePoint Master Agreement Terms and Conditions.

**SECTION 3  
Pricing**

**3.1. Tires and Tubes Percentage Discounts by Subcategory**

Tire and Tube pricing includes all anticipated charges, including but not limited to, freight to dealer locations, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance. Tire and Tube pricing does not include delivery to Purchasing Entities. Contractor's discount off of Manufacturer's Price List (MPL) pricing is shown below:

<b>Tires and Tubes Percentage Discounts by Subcategory</b>					
<b>Sub-category #</b>	<b>Tire and Tube Type</b>	<b>Percent Discount</b>	<b>MPL Name</b>	<b>MPL Date</b>	<b>MPL REF. Numbers</b>
<b>B1</b>	<b>Pursuit and Performance Tires</b>	52.5%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Page 1
<b>B2</b>	<b>Automobile/Passenger Vehicles</b>	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 1-13
<b>B3</b>	<b>Light Duty Trucks:</b>	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 13-20
	<b>3a. Radial</b>	48%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 13-20
	<b>3b. Bias</b>	NA	NA	NA	NA
<b>B4</b>	<b>Medium Commercial/Heavy Duty Trucks/Buses</b>	60%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 20-27
<b>B5</b>	<b>Off Road</b>	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 27-29
	<b>5a. Off Road Radial</b>	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Page 29
	<b>5b. Off Road Bias</b>	30%	NASPO Price Book 4.1.19 to 3.31.20 from Goodyear	7/1/2018 Base Price Book	Pages 27-29

### 3.2. Tire Service Pricing

Tire services include all minor parts and labor as a total service rate. Flat rate pricing and availability of services is shown below:

Type of Service		Product Sub-Category 1 & 2	Product Sub-Category #3	Product Sub-Category #4	
		Pursuit, Performance, Passenger	Light Duty Trucks	Medium Commercial/ Heavy Duty/Bus	
				Single	Dual
1	Tire Installation w/purchase in store includes dismount of used tires and tubes (per tire)	040-103-000 \$0.00	040-107-000 \$8.00	046-339-000 \$24.00	046-341-000 \$36.00
2	Change tire, dismount and mount	040-101-000 \$8.50	040-102-000 \$10.00	040-141-000 \$27.51	040-180-000 \$30.82
3	Flat Repair, remove, repair and mount	040-265-000 \$14.00	040-266-000 \$15.50	046-345-000 \$31.00	046-347-000 \$45.00
4	Flat repair, off vehicle	040-263-000 \$14.00	040-263-000 \$14.00	046-345-000 \$31.00	046-347-000 \$45.00
5	Rotate mounted tires (per tire)	046-161-000 \$3.50	046-163-000 \$3.50	046-109-000 \$17.16	046-109-000 \$17.16
6	New valve stem rubber or metal (per tire)	Rubber 041-263-000 \$3.00. Metal 041-206-000 \$6.75	Rubber 041-263-000 \$3.00. Metal 041-206-000 \$6.75	041-210-000 \$9.00	041-210-000 \$9.00
7	Wheel balance-computer spin balance (Per Tire)	044-263-000 \$10.95	044-263-000 \$10.95	044-288-000 \$33.00	044-520-000 \$36.00
8	Wheel balance/Valve stem combo (per tire)	044-203-000 \$13.95	044-203-000 \$13.95	044-208-000 \$38.72	044-208-000 \$38.72
9	<b>Alignment services</b>				
	9a. Standard two wheel alignment	\$69.95	\$69.95	Not Available	Not Available
	9b. Four wheel alignment	\$74.95	\$74.95	Not Available	Not Available
	9c. Bushing/cam alignment	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Current Mfg's list price for parts; Labor based on Mitchell Manual.	Not Available	Not Available
	9d. Vehicle Alignment Check Only	\$29.00	\$29.00	Not Available	Not Available
10	Used tire recycle/disposal fee (per tire)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws
11	Bulk tire disposal (min. of six tons capacity)	See applicable state laws	See applicable state laws	See applicable state laws	See applicable state laws

12	Tire pressure monitoring kit (per Tire)	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.	Current Mfg.'s list price for kit; Labor rate per Mitchell Manual.	Not Available	Not Available
13	Service TPMS Sensors/System	\$2.50/Tire	\$2.50/Tire	Not Available	Not Available

**3.3. Price and Rate Guarantee Period**

The percentage discounts off MPL for tires and tubes must remain the same for the duration of the Contract. The Contractor will provide an updated tire and tube price list annually with updated effective dates.

Tire and tube pricing updates are allowed annually. A request for price increase must be submitted to the Lead State Contract Administrator sixty (60) days prior to March 31 each year for approval by the Lead State. Acceptable supporting documentation could include providing a comparison of indices from the Producer Price Index which show an increase in the tire manufacturing costs over a period of several years. Acceptable supporting documentation could also include a copy of a letter from a supplier stating they are increasing their price to the Contractor. The Lead State will determine whether the supporting documentation provided is sufficient to justify the requested price increase and reserves the right to clarify or request additional documentation.

The Lead State will provide written acceptance or denial of the proposed price increases to the Contractor within 30 days of receipt of the request for price adjustment.

**SECTION 4**  
**Project Managers**

**4.1. Project Manager - Contractor**

Jeff Goodenow  
330-796-4352  
330-796-3404 (FX)  
jsgoodenow@goodyear.com

**4.2. State of Iowa – DAS/Procurement Contact**

Nancy Wheelock  
515.725-2268  
nancy.wheelock@iowa.gov



# STAFF REPORT

Public Works Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: John Corona, Utilities Superintendent

**SUBJECT:** PURCHASE 6,000 ACRE-FEET OF IMPORTED CYCLIC STORAGE WATER FROM THE MAIN SAN GABRIEL BASIN WATERMASTER IN THE AMOUNT OF \$5,412,000  
**Recommendation: Approve**

## **SUMMARY**

The City of Arcadia (“City”) gets a major portion of its drinking water supply from the Main San Gabriel Groundwater Basin (“Main Basin”). The remaining demand is met from City wells that pump a fixed amount of groundwater from the Raymond Basin. The City has a Cyclic Storage account with the Main Basin that can be used to store supplemental Replacement Water in the Main Basin for later use. The City has the opportunity to pre-purchase imported water that has been made available through Upper San Gabriel Valley Municipal Water District (“Upper District”) for \$902 an acre-foot. This rate is \$156 an acre-foot less than normally purchased Replacement Water. Some or all of this water will be used to satisfy demands for Fiscal Year 2022-23, with any remaining water to be used at a later date. By pre-purchasing at a lower rate, the City and its customers will save approximately \$936,000 in water costs.

It is recommended that City Council approve the purchase of 6,000 acre-feet of Imported Replacement Water from the Main San Gabriel Basin Watermaster for a total cost of \$5,412,000.

## **BACKGROUND**

In 1973, as a result of overproduction of water from the Main Basin, a stipulated judgment was entered into that created the Main San Gabriel Basin Watermaster. The Main San Gabriel Basin Watermaster is a nine-person board appointed by the Los Angeles County Superior Court that administers and enforces the provisions of the Main San Gabriel Basin Judgment, which established water rights and responsibility for efficient management of the quantity and quality of water in the Main Basin.



This is accomplished in part by the Main San Gabriel Basin Watermaster determining the total amount of water that can be pumped from the Main Basin each year free from a Replacement Water assessment. This amount is referred to as the Operating Safe Yield. The Operating Safe Yield for Fiscal Year 2022-23 was set at 150,000 acre-feet. The City's annual share of the Operating Safe Yield is 4.23%, or 6,345 acre-feet. Pumping more water than the amount established for a given year is allowed; however, the City must then purchase Replacement Water to recharge the groundwater basin.

On July 8, 2021, Governor Newsom declared a drought emergency in fifty counties and asked for Californians to voluntarily reduce water use by 15%. As of 2022, California is in the third year of the drought. The ongoing drought continues to impact local groundwater levels, with the Main Basin Key Well currently sitting just 14 feet above the historic low level experienced in the prior drought. Consequently, pumping rights in the Raymond Basin remain at reduced levels, which has put a greater demand for replacement water.

Under current conditions, it is anticipated that the City will need to pump approximately 12,300 acre-feet of water from the Main Basin to meet projected water demands this year; meaning that that City will need to purchase about 6,000 acre-feet of replacement water.

## **DISCUSSION**

The Main San Gabriel Basin Watermaster has set the cost for replacement water at \$1,058 per acre-foot for Fiscal Year 2022-23. However, in an effort to encourage water agencies to purchase available water from the State Water Project, they are offering a reduced rate of \$902 per acre-foot if purchased before January 1, 2023. Pre-purchasing 6,000 acre-feet of imported supplemental water will save the City approximately \$936,000.

The advantages of pre-purchasing imported supplemental water and storing it in the City's Cyclic Storage Account are two-fold. First, it ensures that water is delivered to the Main Basin this year, which helps maintain higher groundwater levels than if the water was purchased as Replacement Water. Second, the water is purchased at a lower rate and can be stored in the City's Cyclic Storage account for up to five years. With Replacement Water costs increasing annually, the savings will grow over time.

## **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA") under Section 15061 (b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

**FISCAL IMPACT**

Sufficient funds have been budgeted in Fiscal Year 2022-23 Water Operations Budget for the purchase of supplemental Replacement Water. No general funds are necessary for this purchase. Pre-purchasing Imported Replacement Water at the reduced rate will save the City approximately \$936,000.

**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and is, therefore, exempt under the California Environmental Quality Act (“CEQA”); and approve the purchase of 6,000 acre-feet of imported cyclic storage water from the Main San Gabriel Basin Watermaster in the amount of \$5,412,000.

Approved:



Dominic Lazzaretto  
City Manager



# STAFF REPORT

Public Works Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Jeramie Brogan, Management Analyst

**SUBJECT:** CHANGE ORDER TO THE PURCHASE ORDER WITH MERRIMAC PETROLEUM, INC. DBA MERRIMAC ENERGY GROUP FOR THE PURCHASE AND DELIVERY OF FUEL FOR THE CITY'S FLEET IN AN AMOUNT NOT TO EXCEED \$150,000  
**Recommendation: Approve**

## **SUMMARY**

On October 6, 2020, the City Council approved a Purchase Order with Merrimac Petroleum, Inc. dba Merrimac Energy Group ("Merrimac"), for the purchase and delivery of fuel for the City of Arcadia's ("City") fleet vehicles and other fueled equipment in an amount not to exceed \$350,000 annually. The agreement includes optional annual extensions through 2024. Due to the unexpected increase in the cost of fuel during the last year, the City's current purchase order is deficient.

It is recommended that the City Council approve a Change Order to the Purchase Order with Merrimac Petroleum, Inc. dba Merrimac Energy Group for the for the purchase and delivery of fuel for the City's fleet in an amount not to exceed \$150,000.

## **BACKGROUND**

The Public Works Services Department ("PWSD") is responsible for the purchase of bulk fuel delivery (unleaded and diesel) for over 200 City vehicles and other fueled equipment such as generators. Annually, the City uses approximately 85,000 gallons of unleaded fuel and 28,000 gallons of diesel fuel. The City's purchasing rules and procedures allow the City to join, or "piggyback" onto, an existing written purchase contract obtained through a competitive bidding process prepared and awarded by another local, state, or federal government agency.

After exploring possible contract opportunities for the purchase and delivery of fuel, it was determined that piggybacking on the City of Torrance's purchase order contract with Merrimac would provide the most competitive pricing and meet the City's fleet fuel

delivery needs. The City of Torrance's fuel pricing contract with Merrimac was awarded on February 26, 2019, providing the best pricing for a three-year period, with two optional annual extensions through 2024. On October 6, 2020, the City Council approved a Purchase Order with Merrimac. Arcadia's current Purchase Order with Merrimac spans the period of October 8, 2021, through October 7, 2022.

The mechanism used to price motor fuel is the Oil Price Information Service ("OPIS") wholesale/rack index pricing, which rises and falls daily as a function of the oil market. OPIS is used as the industry standard for reporting national weekly average fuel prices on a per gallon basis. Based on the fuel order date, the City pays the daily OPIS price with a fixed price adjustment discount (-) or surcharge (+) factored in, based on volume and load size. Applicable local taxes and state fees are then added on the per gallon price.

The pricing terms of the City of Torrance's contract are based on a per gallon discount (-) or surcharge (+) from the daily OPIS price for the Los Angeles area for bulk and non-bulk fuel deliveries. Bulk fuel sites are storage tanks over 10,000 gallons in capacity, while non-bulk fuel locations are comprised of smaller storage tanks and back-up generators from 200 to 1,000 gallons in size. The City of Arcadia orders in bulk quantities for our fueling sites, and receives a discounted OPIS price as a result.

## **DISCUSSION**

Historically, the City purchases an average of 113,000 gallons of fuel per year (85,000 gallons in unleaded and 28,000 gallons in diesel). In determining the original purchase order contract amount, in 2020, the factors taken into consideration were the average price paid per gallon in Fiscal Year 2019-20, average gallons used, and the proposed OPIS discount amount.

Currently, the volatile oil market is affecting the overall cost of fuel, and as a result, the average unit cost per gallon of unleaded and diesel fuel paid by the City has increased. In Fiscal Year 2021-22, the City paid on average \$ 4.39 per gallon of unleaded fuel, including taxes and fees, as compared to \$2.83 in Fiscal Year 2020-21, and \$4.73 per gallon of diesel fuel, as compared to \$2.74 in Fiscal Year 2020-21. Although the City receives a discount on the OPIS price by purchasing in bulk, the OPIS price is subject to fluctuation and the increases experienced during this Purchase Order term have resulted in a shortfall to the existing Purchase Order.

For these reasons, it is recommended that the City Council approve a Change Order to the Purchase Order with Merrimac Petroleum, Inc. dba Merrimac Energy Group to cover the existing invoices and the estimated fuel usage through the remainder of the purchase order term. There is sufficient budget capacity to cover the \$150,000 Change Order amount.

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA") per Section 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

### **FISCAL IMPACT**

Fleet fuel costs are broken down into each Department's budget based on their individual fleet needs. Sufficient funds are appropriated in each Department's Fiscal Year 2022-23 Operating Budget for the purchase and delivery of unleaded and diesel fuel, including the increase.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and is, therefore, exempt under the California Environmental Quality Act ("CEQA"); and approve a Change Order to the Purchase Order with Merrimac Petroleum, Inc. dba Merrimac Energy Group for the purchase and delivery of fuel for the City's fleet in an amount not to exceed \$150,000.

Approved:



Dominic Lazzaretto  
City Manager



# STAFF REPORT

Library and Museum Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Darlene Bradley, Director of Library and Museum Services

**SUBJECT:** REVISED CLASSIFICATION SPECIFICATION FOR LIBRARY SERVICES MANAGER  
**Recommendation: Approve**

## SUMMARY

The Department of Library and Museum Services is updating the Library Services Manager classification, last revised in 2003, to better reflect the current position and its assigned duties.

## DISCUSSION

The Library Services Manager position was last revised in 2003 and a number of duties have changed or have been added to this position since that time. Additions include third party requests for proposals, bids, and contracts, professional service agreements, upgrading and budgeting for technology improvements for the public, marketing, publicity, community outreach, and social media work, as well as the supervisory, managerial, and budgetary skill sets that have regularly been part of this position. In addition, core competencies in customer service, professional and technical knowledge, communication, decision quality, and recruiting, hiring, training, and building effective teams across the organization are integral in these positions.

It is important to acknowledge that there is now more statistical information gathering, internally and externally, for local and state agencies as well as planning, directing and coordinating facilities planning and maintenance activities. This has been well-documented in recent years through the repurposing of public spaces and replacing furnishings to better serve the community. The classification has also been written to reflect that either Library Services Manager could fulfill any one or all of these duties as assigned, providing for a more flexible workforce and a more successful succession planning opportunity should there be an opening for Library and Museum Services Director. Please see the first attachment for the revised classification specification in redline. The Human Resources Commission held a meeting on August 11, 2022, to

discuss this matter, and approved the revised classification specification. The staff report for the Human Resources Commission is also attached.

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), as it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

### **FISCAL IMPACT**

This revised classification will not have any additional fiscal impact as the Library Services Manager positions are already allotted in the Library's personnel budget and there are no planned increases in salary due to the revised classification.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act ("CEQA"); approve the revised classification specification for Library Services Manager for the Library and Museum Services Department.

Approved:



Dominic Lazzaretto  
City Manager

Attachments: Revised Classification for Library Services Manager  
Staff Report to the Human Resources Commission 8-11-2022

## CITY OF ARCADIA

### LIBRARY SERVICES MANAGER

#### **DEFINITION**

Under administrative direction, oversees the daily operations of one or more service/program areas and respective staff within the Library and Museum Services Department by performing a wide range of to assist in the direction, management, supervision, and coordination of the City Library's programs and activities; to supervise, plan, and administer programs and services; to coordinate assigned activities with other City departments, divisions, and outside agencies; and to provide highly responsible, and complex, leading edge, public administrative duties; work directly with, and provide administrative support assistance to, the Director of Library and Museum Services; serve as a member of the department's management team; to oversee Library and Museum operations in absence of Director of Library and Museum Services.

#### **SUPERVISION EXERCISED**

Exercises direct supervision over supervisory, professional, technical, and clerical staff.

#### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

The Library Services Manager may be assigned to oversee one or more service/program areas within the Library and Museum Services Department, as needed, which encompass the examples of important essential duties described below.

Oversees assigned projects, programs, and administrative support functions; manages the day-to-day operations of the Library, ensuring the effective and efficient implementation and completeness of departmental assignments.

Plan, direct, coordinate, and review the work plan for the Library; manage and participate in the development and implementation of department goals and objectives, policies, and priorities for the City and department; recommend appropriate service and staffing levels; recommend and administer policies and procedures; evaluate program and service effectiveness; meet with staff to implement the goals, objectives, and procedures within their divisions workplan and individual goals and objectives; identify and resolve problems; assign work activities, projects, and programs; monitor work flow; review and evaluate work products, methods, and procedures.

Serve as liaison for the department with other city departments, divisions, and outside agencies; negotiate and resolve significant and controversial issues.

Assists the Director of Library and Museum Services in the overall operation of the Library, including development and administration of policies, the departmental budget, funding and operational partnerships and plans of service; compiles, analyzes, and



prepares studies and/or conducts comprehensive research for reports and related documentation.

Regularly informs the Director on services, collections, programs, staffing, proposed new programs, publicity, and services or problems and concerns.

Support Director on organization-wide projects and initiatives including lead/participate in innovative initiatives to bring positive and transformative change in an ever-changing, fast-paced environment.

May assume the role of acting director in the absence of the director.

May be assigned to assume responsibility and oversight of Cataloging and Acquisitions Services and implement best practices for Cataloging and Acquisitions with the customer and front line staff's need front and center.

May be assigned to assume responsibility and oversight of the Adult/Teen Services, Children's Services, Passport Services, and Account Services and implement best practices to encourage informational, digital and childhood literacy and lifelong learning.

May be assigned as the technology consultant and liaison with the administration team for the Library and Museum. Directs and/or participates in researching, procuring, supporting, implementing, maintaining, and developing new and emerging technologies and library and museum systems to support both the staff and the public. Answer questions, evaluate needs, assist with procurements, monitor service, and interdepartmental impacts; advise on problems and support technology education and understanding to ensure smooth conversion from one technology system to a new and improved system or a new service.

Resolve operational problems and supervise troubleshooting of technologies, library systems, and equipment.

May be assigned to assume responsibility for the Library's Integrated Library Services system, public technology, including troubleshooting and reports, and provide support to front line staff to research and implement new and emerging technology.

May be assigned to coordinate the Library and Museum's website design and content within the City's framework.

May be assigned to oversee the Library and Museum's maintenance and oversight of internal and external technology infrastructure, including public and internal networks, computers, printers, public Wi-Fi, and public computers and other new and emerging technologies for staff and public use.

May be assigned to liaise with the City's Information Technology Division to coordinate services for the Library and Museum and keep informed of citywide and Library and Museum Services specific technology related issues and new and emerging technologies.

Oversee assessment, selection, and development of technologies and resolution of technology issues and provide support to new and emerging technologies for the various divisions of the Library and Museum.

With direction, manage, develop, and administer fiscal division budgets, cooperatively provide fiscal management and forecasts for the departmental budget as assigned, and oversee spending within assigned budget allocations.

May perform administrative and accounting duties; oversees assigned division(s) purchasing; generates formal and informal bids, submits related reports and documentation in a timely manner. Researches special projects and issues; may research and develop new grant opportunities and participate in grant preparation and implementation; maintains receipts and budgetary expenditures.

Assist in planning and enforcing a balanced budget, allocating equipment, materials, and personnel in a cost effective manner.

Administers and directs fiscal divisions and comprehensive service center functions; evaluates and assesses current levels of service and service needs using a variety of experiential and quantitative methods; recommends and initiates new services and programs; administers the monitoring of expenditures to assure effective utilization of resources.

Interpret financial statements, cost accounting reports, and prepare cost estimates for time, materials, and equipment as needed.

Negotiate, draft, and administer contracts and agreements; seek approval for contracts; monitor purchasing and ensure compliance with City procurement standards, policies, and procedures; prepare bid documents and contract specifications; evaluate and monitor contractor and vendor performance; direct the monitoring of and approve expenditures; direct and implement adjustments as necessary.

Select, train, supervise and evaluate professional, technical, clerical, and volunteer staff. Assign and prioritize work as needed. Understand and embrace public service goals and be able to determine and articulate how technology and retail business-related models can be effectively utilized to achieve those goals.

Establish rapport and maintain effective, professional, collaborative, and mutually productive relationships across the organization with staff, volunteers, the City and community at large; funding, operational, and other partners; and Library Board of Trustees, Museum Commission, City Council, and other public officials.

Within a major division of service of the Library and Museum Services Department, plans, organizes, and directs the operations, activities, facilities, programs, or special events.

Routinely attend City Council, Library Board, Museum Commission, Friends Board meetings, and other boards, commissions, and/or meetings as assigned.

Assist on public desk, outreach in the community, and participate in community-wide events.

May be assigned to direct the preparation and coordination of public outreach activities and materials; performs public relations functions between the City, the community, and various civic agencies and groups; expand and increase service delivery and promote services, collections, programs, as well as events, projects, and resources.

Respond to emergency and problem situations in an effective and timely manner.

Participate in emergency response management as assigned.

Operate a computer, and have intermediate familiarity with Microsoft Office, including Word, Excel, PowerPoint.

Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

Identify and respond to community and library and museum issues, concerns, and needs.

Assess problems, analyze both anecdotal and quantitative data. Identify alternative solutions, project consequences

~~Manage and coordinate a major division of service within the Library.~~

~~Manage and participate in the development and implementation of goals, objectives, policies, and priorities for the City Library programs; recommend, within Departmental policy, appropriate service and staffing levels; recommend and administer policies and procedures.~~

~~Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement and review with the Director of Library and Museum Services; direct the implementation of improvements.~~

~~Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.~~

~~Plan, direct, coordinate, and review the work plan for the City Library; meet with staff to identify and resolve problems; assign work activities, projects, and programs; monitor work flow; review and evaluate work products, methods, and procedures.~~

~~Manage and participate in the development and administration of the City Library program annual budgets; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approve expenditures; direct and implement adjustments as necessary.~~

~~Serve as a liaison for the City Library with other City departments, divisions, and outside agencies; negotiate and resolve significant and controversial issues.~~

~~Provide responsible staff assistance to the Director of Library and Museum Services; prepare and present staff reports and other necessary correspondence.~~

~~Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to the City Library programs, policies, and procedures as appropriate.~~

~~Attend meetings of the Library Board; take minutes; prepare reports as directed.~~

~~Research and develop new grant funding opportunities.~~

~~Represent the City Library in the community; participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of library science.~~

~~Develop new services to augment the Library's goals and objectives.~~

~~When assigned to Program & Collection Development:~~

~~Assume responsibility for all programs and collections within the Library.~~

~~Supervise section leaders of: Adult Services, Young Adult Services, Volunteer Coordinator, Literacy and ESL programs, Children's Services.~~

~~Assume responsibility as Library liaison for the Arcadia Schools.~~

~~Prepare public relations / publicity materials.~~

~~Develop new programs and services to augment the Library's goals and objectives.~~

~~When assigned to Information & Materials Management:~~

~~Assume responsibility for all materials management and information systems within the Library.~~

~~Supervise section leaders of: Technical Support Services, Information Systems Services, Circulation Services, and Shelving Management.~~

~~Assume responsibility for the Library's automation system including troubleshooting and reports.~~

~~Coordinate the Library website's design and content.~~

~~Liaise with City's Information Systems Division to coordinate services.~~

### **OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as assigned.

~~Participate in the selection, training and evaluation of personnel.~~

~~Prepare and supervise work schedules and make staff assignments to ensure adequate staffing levels at all times.~~

~~Develop, plan and implement goals, objectives, policies and procedures for a major library division.~~

~~Assist with Museum as needed.~~

### **JOB RELATED AND ESSENTIAL QUALIFICATIONS**

#### **Knowledge of:**

Professional and technical expertise as it relates to the Operational characteristics, services, and activities of a municipal library program.

Organizational and management practices as applied to the analysis and evaluation of library programs, policies, and operational needs.

Modern and complex principles and practices of services, collections, and program development and administration.

Advanced principles and practices of budget preparation and administration.

Principles of personnel supervision and sound personnel management, training, and performance evaluation.

Theories, principles, practices, methods, materials, and organizational arrangements common to the field of library science.

Principles of public administration.

Pertinent Federal, State, and local laws, codes, and regulations.

Safe driving principles and practices.

When assigned to Program & Collection Development:

Principles of collection development.

Public relations principles and practices.

Library programming for children and adults.

When assigned to Information & Materials Management:

Library acquisitions and cataloging principles and practices.

Library automation and public computer services.

Information technology and website design principles and practices.

**Skills to:**

Supervision: Planning, organizing, and coordinating own work and that of others; ability to delegate work and to monitor work after delegation; knowledge of and/or training in supervisory practices, individual coaching, and staff training, work planning and scheduling and performance evaluation. General knowledge of rules, applications, regulations, labor agreements, and policies and practices related to staffing; and workflow analysis and improvement

Operations Management: Work site and office management skills including supply and inventory management, budget management, office records and correspondence, public sector purchasing procedures, securing security services and similar administrative support functions.

Leadership: Leading the organizational culture and addressing key factors that influence successful organizational change and establishing and enforcing norms and/or behaviors in addition to processes through this process.

Relationship: Establish, maintain, and foster positive and harmonious working relationships internally and externally with citywide staff, including Library and Museum staff, stakeholders, contractors and vendors, and the community.

Communication: Excellent interpersonal communication skills, including the ability to interact and listen effectively with diverse Library patrons, staff, and the community at large; resolve conflicts amongst staff, between staff and patrons, and patrons between patrons; work effectively with other staff in a team setting, on projects, and in work groups, including planning and facilitating meetings. Must have excellent written and verbal communication skills as well as attention to detail and good time management skills.

Judgement and Initiative: Must be able to work independently and effectively with minimal supervision, understand and interpret a variety of complex oral and written instructions, exercise initiative and creativity in resolving problems, recognize and set priorities, and coordinate multiple on-going projects at the same time. Ability to lead and support staff in creating and maintaining a positive public services environment in challenging circumstances

Office Technology: Working familiarity with networked personal computers and intermediate skill levels in Microsoft Office applications, specifically Word and Excel, PowerPoint, email, and electronic file maintenance; basic skills retrieving information from the Internet; basic skills ~~operating modern~~ office equipment including ~~computer equipment~~ photocopiers, printers, and fax machines.

Project Management: Knowledge and experience assisting with events or projects, including planning, scheduling staff, coordinating resources, evaluating and communicating needs and/or outcomes, monitoring progress, budgeting for staff or materials, and developing reports, informational materials and/or records.

Information Technology: Advanced knowledge of information technology, systems, technology products, and networking for delivery technologies; of principles of systems design; and of current and emerging developments in applications, electronic security, and communications, preferably in a public service and public computing environment.

Transportation: Operate a motor vehicle safely, and able to travel to and from community events, outreaches, City Hall, Library, and Museum.

**Ability to:**

Work a varied schedule that may change periodically, including weekends, evenings, and on-call.

Perform professional librarian level work, and work with frequent interruptions requiring maximum flexibility.

Represent the City in a variety of meetings.

Provide administrative and professional leadership and direction for the Library.

~~Understand, explain, and apply policies and procedures, and develop/Recommend new policies impacting department operations/procedures and implement goals, objectives, and practices for providing effective and efficient library services.~~

~~Plan, Manage, direct, and coordinate library services and programs; research and prepare complex reports on library related subjects; make decisions regarding operational and personnel functions the work of management, supervisory, professional, technical, and clerical personnel.~~

~~Facilitate others' professional development, Sselect, supervise, train, and evaluate staff.~~

~~Hold self, direct reports, and others accountable for achieving intended outcomes; model organizational values.~~

~~Respond to emergency and problem situations in an effective manner; analyze and resolve unusual situations through application of management principles and practices; deal constructively with conflict and develop effective resolutions.~~

~~Identify and respond to community and library issues, concerns, and needs.~~

~~Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.~~

~~Research, analyze, and evaluate new service delivery methods, procedures, and techniques.~~

~~PlanPrepare and enforceadminister a balanced budgets; interpret financial statements and cost accounting reports; operate programs and services within allocated amounts.~~

~~Prepare clear and concise administrative and financial reports.~~

~~Interpret and apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.~~

~~Communicate clearly, and concisely, and effectively both orally and in writing.~~

~~Establish, maintain, and foster positive and harmonious working relationships with the community at large, City Council, other public officials, and those contacted in the course of work.~~

**Minimum Qualifications:**

**Experience:**



Five years of direct library customer service and responsible professional library experience in a public library setting supervising a variety of staff, including three years of management and supervisory experience over a division within a public library such as Adult and Teen Services, Children's Services, Cataloging and Acquisitions Services, or Account Services.

Highly desirable experience includes: one year of experience with team-building to take groups in a new direction or leadership in a new project or program; evidence of experience providing strong mentoring and/or training experience with project management in a deadline driven environment; working within a limited budget, procedure and policy writing or implementation; experience working with diverse communities; familiarity with principles of de-escalation and specific experience employing those skills; interacting with people who are experiencing housing insecurity and individuals living with addition or mental illness.

**Training:**

Equivalent to a Master's degree in Library Science from an American Library Association (ALA) accredited college or university. Additionally, a Master's in Public Administration or Business Administration is highly desired.

**License or Certificate:**

Possession of, or ability to obtain, an appropriate, valid driver's license.

**Special Requirements:**

Essential duties require the following physical skills and work environment:

Ability to perform work primarily in an standard office environment setting and in community meetings or environments offsite or outside in an outdoor setting for community outreaches, with some hectic, fast-paced, or demanding situations; encounters situations that involve behavioral issues; ability to perform work at a desk or computer terminal, subject to noise from office equipment operation; frequent interruptions and contact in person and on the phone.

Ability to sit and/or stand for prolonged periods; regular standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities; ability to lift, drag, carry, push and/or pull light to moderate amounts of weight up to 25 pounds; ability to travel to different sites and locations.

**Effective Date:** September 2001

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**Revised:** March 2003; [TBD](#)



# STAFF REPORT

Library and Museum Services Department

**DATE:** August 11, 2022

**TO:** Human Resources Commission

**FROM:** Darlene Bradley, Director of Library and Museum Services

**SUBJECT:** REVISED CLASSIFICATION SPECIFICATION FOR LIBRARY SERVICES MANAGER  
**Recommendation: Approve**

## SUMMARY

The Department of Library and Museum Services would like to update the Library Services Manager classification, last revised in 2003, to better reflect the current position and its assigned duties.

## DISCUSSION

The Library Services Manager classification specification was last revised in 2003 and a number of duties have changed or have been added to this position. This includes third party requests for proposals, bids, and contracts, professional service agreements, upgrading and budgeting for technology for the public, marketing, publicity, community outreach, and social media, as well as supervisory, managerial, and budgetary skill sets that have regularly been part of this position. In addition, core competencies in customer service, professional and technical knowledge, communication, decision quality, and recruiting, hiring, training, and building effective teams across the organization are integral in these positions. There is now more statistical gathering, internally and externally, for local and state agencies as well as planning, directing and coordinating facilities planning and maintenance activities as has been well-documented recently with repurposing public spaces and replacing furnishings to better serve the community. The classification has also been written to reflect that either Library Services Manager could fulfill any one or all of these duties as assigned, providing for a more flexible workforce and a more successful succession planning opportunity should there be an opening for Library and Museum Services Director.

**FISCAL IMPACT**

This revised classification will not have any additional fiscal impacts as the Library Services Manager positions are already allotted in the Library’s personnel budget and there are no planned increases in salary due to the revised classification.

**RECOMMENDATION**

It is recommended that the Human Resources Commission approve the revised classification for Library Services Manager for the Library and Museum Services Department.

Approved:



Dominic Lazzaretto  
City Manager

Attachment – Revised Classification for Library Services Manager



# STAFF REPORT

Office of the City Manager

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Dominic Lazzaretto, City Manager  
By: Linda Rodriguez, Assistant City Clerk

**SUBJECT:** FIND THAT, DUE TO THE COVID-19 STATE OF EMERGENCY, STATE AND LOCAL OFFICIALS CONTINUE TO RECOMMEND MEASURES TO PROMOTE SOCIAL DISTANCING, AND THEREFORE THE CITY COUNCIL AND ALL OTHER CITY BOARDS AND COMMISSIONS MAY MEET VIRTUALLY

**Recommendation: Make Findings**

## **SUMMARY**

The Legislature recently adopted AB 361 to amend the Brown Act in order to allow public boards to meet virtually during or following a state of emergency. To continue hosting virtual meetings, the City Council must reconsider the circumstances surrounding the emergency every 30 days and make findings that state and local officials continue to recommend measures to promote social distancing. The City Council's adoption of findings will enable, but not require, the City Council and all other City Boards and Commissions to continue meeting virtually.

The City Council does not have to find that social distancing orders are in place; instead it simply has to find that state or local officials recommend measures to promote social distancing. Given that there is still concern of community spread, especially for vulnerable populations, the City Council may make the necessary findings.

## **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act ("CEQA"); and find that, due to the COVID-19 state of emergency, state and local officials continue to recommend measures to promote social distancing, and therefore the City Council and all other City Boards and Commissions may meet virtually.

Public Boards to meet virtually during or following  
a state of emergency per AB 361  
August 16, 2022  
Page 2 of 2

Approved:



Dominic Lazzaretto  
City Manager



# STAFF REPORT

Office of the City Manager

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Dominic Lazzaretto, City Manager  
By: Dr. Jennifer Brutus, Senior Management Analyst

**SUBJECT:** DESIGNATE COUNCIL MEMBER TAY AS THE VOTING DELEGATE AND MAYOR PRO TEM CHENG AS THE ALTERNATE VOTING DELEGATE FOR THE 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO; AND SUPPORT CAL CITIES' BYLAWS AMENDMENTS

**Recommendation: Approve**

## **SUMMARY**

The League of California Cities ("Cal Cities") Annual Conference is scheduled for September 7-9, 2022, in Long Beach. An essential part of the Conference is the Annual Business Meeting during General Assembly that will take place on Friday, September 9. Consistent with Cal Cities' bylaws, the City Council must designate a Voting Delegate and up to two Voting Delegate Alternates to consider and take action on any resolutions that establish Cal Cities' policy. At this time, Council Member Tay and Mayor Pro Tem Cheng are registered to attend the conference. It is recommended that the City Council designate Council Member Tay as a Voting Delegate and Mayor Pro Tem Cheng as an alternate Voting Delegate.

## **BACKGROUND**

In order to vote on behalf of the City of Arcadia ("City") at the Annual Business Meeting during General Assembly, the City Council must select, by official action, a Voting Delegate and up to two Alternate Voting Delegates; and provide evidence of such action to Cal Cities by Friday, September 2. Once the designation of voting delegates has been approved, staff will forward the Voting Delegate/Alternate form to Cal Cities (see Attachment No. 1).

In years past, Cal Cities provided cities with resolutions to consider before attending the Conference. While it has been left to the Voting Delegate to consider the actual Resolutions at the Annual Business Meeting, the Arcadia City Council would provide initial thoughts and general direction to the Voting Delegate before the meeting to help guide their deliberations. However, this year, Cal Cities did not receive resolutions to consider in advance of the Conference; therefore, the City did not receive a Resolution Packet for

review and consideration. On the other hand, there will be an amendment to Cal Cities' bylaws to be considered and voted on during the Annual Business Meeting on Friday, September 9 at 11:30 a.m. At least two-thirds of the General Assembly must vote in favor of the proposed bylaws amendments for them to take effect.

## **DISCUSSION**

The proposed amendments to the bylaws were approved by the Cal Cities Board of Directors at their July 2022 meeting. The proposed amendments help to enhance Cal Cities' governance and effectuate technical changes. Specially, the proposed amendments would accomplish the following:

1. Formalize oversight of the Resolutions Committee by establishing the Second Vice President as the chair of the Committee, while retaining the President's authority to appoint the vice chair of the Committee.
2. Ensure a more inclusive Nominating Committee by adding a committee member appointed by the Cal Cities President from among the Caucus Board Directors and one additional committee member appointed by the Cal Cities President from among the At-Large Directors, for a total of 13 committee members.
3. Clarify that, unless the Board establishes otherwise, the Cal Cities President appoints the chair of Board-established committees.
4. Make various minor technical corrections.

Attachment No. 2, the General Assembly Packet, includes background information on the proposed amendments, a resolution for adopting the amendments, and a redlined version of the proposed changes to the bylaws.

## **ENVIRONMENTAL ANALYSIS**

The proposed actions do not constitute a project under the California Environmental Quality Act ("CEQA") based on Section 15061(b)(3) of the CEQA Guidelines. It can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

## **FISCAL IMPACT**

There is no fiscal impact to the City's budget as a result of these recommendations.



**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under the California Environmental Quality Act ("CEQA"); and take the following actions:

1. Designate Council Member Tay as the Voting Delegate and Mayor Pro Tem Cheng as a Voting Delegate Alternate; and
2. Recommend the Voting Delegate or the Alternate vote in support of the amendments to the Cal Cities' bylaws.

Approved:



Dominic Lazzaretto  
City Manager

Attachment No. 1: 2022 Cal Cities Annual Conference Voting Packet  
Attachment No. 2: 2022 Cal Cities Annual Conference General Assembly Packet



Council Action Advised by August 31, 2022

**DATE: June 1, 2022**

**TO: City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference & Expo – September 7-9, 2022**

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.**

**Please view Cal Cities' [event and meeting policy](#) in advance of the conference.**

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the [Cal Cities](#) website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



**CITY:** \_\_\_\_\_

**2022 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: \_\_\_\_\_

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

**2. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

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

**3. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

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

**ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ Email \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
(circle one) (signature)

**Please complete and return by Friday, September 2, 2022 to:**

Darla Yacub, Assistant to the Administrative Services Director

E-mail: [dyacub@calcities.org](mailto:dyacub@calcities.org); Phone: (916) 658-8254



*2022 Annual Conference and Expo*

***PROPOSED BYLAWS AMENDMENTS***

*General Assembly  
September 9, 2022*



**2021-2022  
CAL CITIES OFFICERS**

August 2022

**President**

Cindy Silva  
*Mayor Pro Tem,  
Walnut Creek*

To: Cal Cities General Assembly  
From: Cindy Silva, President  
Carolyn Coleman, Executive Director and CEO  
Re: Proposed Cal Cities Bylaws Amendments

**First Vice President**

Ali Taj  
*Council Member,  
Artesia*

On July 15, 2022, the League of California Cities (Cal Cities) Board of Directors (Board) voted to present proposed bylaws amendments to the General Assembly at the 2022 Cal Cities Annual Conference and Expo. This memorandum outlines the history of the proposed amendments, summarizes the amendments, and provides an explanation of the process for adopting amendments to the bylaws.

**Second Vice President**

Daniel Parra  
*Council Member,  
Fowler*

**Background**

**Immediate Past President**

Cheryl Viegas Walker  
*Council Member,  
El Centro*

Beginning in 2017, the Board directed Cal Cities to undertake a strategic planning process that resulted in the adoption of the “Powering Up for California Cities Strategic Growth Plan 2018-2021” (Strategic Growth Plan). The Strategic Growth Plan set forth goals to enhance Cal Cities’ governance to: (a) achieve even higher levels of engagement and effectiveness; (b) ensure optimal engagement by members and effectiveness in supporting fulfillment of the Cal Cities’ mission; and (c) ensure the pathway to leadership is transparent and inclusive.

**Executive Director  
and CEO**

Carolyn M. Coleman

In furtherance of its governance goals, the Board engaged an association governance consultant (Consultant) to evaluate the Cal Cities governance system and make recommendations for enhancing Cal Cities’ governance. The Consultant gathered and considered input from more than 350 Cal Cities members through advisory groups, roundtable discussions, interviews, and surveys. On July 8, 2021, the Consultant produced a report (Governance Report) detailing 49 recommendations to the Board to deepen the engagement of Cal Cities Member Cities and ensure Cal Cities’ governance is operating at peak performance.

The Governance Report included findings indicating that Cal Cities is a strong organization, with a high level of member engagement, but also highlighted opportunities for Cal Cities to enhance its governance. The opportunities for enhancement included: (a) improving the clarity, ease, and consistency in how the governance system works; (b) clarifying the guidelines for position qualifications and performance expectations; (c) identifying ways to deepen member engagement and enhance the quality of the experience of involvement; and (d) ensuring Cal Cities has an intentional, consistent organizational culture at all levels of the governance system.

The findings and recommendations from the Governance Report were presented to the Board during the July 2021 Board meeting. Following a robust exchange of ideas and input, the Board decided to move forward with many of the recommendations, referred other recommendations to a “to be established” board subcommittee for further study, and deferred consideration of the remaining recommendations.

Following Board approval, in September 2021 during the Cal Cities Annual Conference and Expo, the General Assembly voted to approve the following bylaws amendments:

1. Adjust the composition of the Board to achieve a higher impact and be more representative by adding Director seats to the Board for each of the five Diversity Caucuses, and transitioning members of the National League of Cities Board from Cal Cities Directors to one non-voting advisor to the Cal Cities Board.
2. Recognize the Cal Cities Diversity Caucuses in the Cal Cities bylaws to reflect the full contribution the caucuses make to Cal Cities’ mission and vision.

Those amendments became effective on Nov. 24, 2021.

Among the recommendations the Board decided was a priority to move forward was the establishment of a standing Governance Committee to assist the Board in fulfilling its governance function.

At its February 2022 meeting, the Board voted to approve Board policy establishing the Governance Committee with the task of regularly reviewing the governance structures, policies, and practices of Cal Cities and reporting its findings and recommendations to the Board. The Board also approved a one-year work plan for the Governance Committee that established priority governance issues to focus on in its first year.

Following the Board meeting, President Cindy Silva appointed the following Board members to serve on the Governance Committee:

- Cheryl Viegas Walker, Immediate Past President and Council Member, El Centro, Chair
- Walt Allen, Council Member, Covina
- Jan Arbuckle, Vice Mayor, Grass Valley
- LaTanya Bellow, Deputy City Manager, Berkeley
- Pippin Dew, Council Member, Vallejo
- Lynne Kennedy, Mayor Pro Tem, Rancho Cucamonga
- Karen Goh, Mayor, Bakersfield
- Jim Lewis, City Manager, Pismo Beach
- Lisa Middleton, Mayor, Palm Springs
- John Minto, Mayor, Santee
- David Pollock, Council Member, Moorpark



The Governance Committee met in April 2022, and following engaging and productive discussions, brought forward to the Board at its May 2022 meeting several recommendations to further enhance Cal Cities’ governance. Among the recommendations approved by the Board during that meeting are two that require bylaws amendments:

1. Formalize oversight of the **Resolutions Committee** by establishing the Second Vice President as the chair of the committee, while retaining the President’s authority to appoint the vice chair of the committee.
2. To ensure a more inclusive **Nominating Committee**, add one committee member appointed from among the Caucus Directors and one additional committee member appointed from among the At-Large Directors for a total of 13 committee members.<sup>1</sup>

In addition to those recommendations identified by the Governance Committee and approved by the Board, Cal Cities staff identified various non-substantive revisions to the Cal Cities bylaws:

1. Clarify that, unless the Board establishes otherwise, the **Cal Cities President appoints the chair of Board-established committees**.
2. To avoid confusion and clarify organizational responsibilities, remove “Treasurer” from the **title of the Second Vice President**.<sup>2</sup>
3. To promote consistency, replace the term “Board member(s)” with “**Director(s)**.”<sup>3</sup>

On July 15, 2022, the Board voted to present these proposed bylaws amendments to the General Assembly at the 2022 Cal Cities Annual Conference and Expo.

While the work to enhance Cal Cities’ governance is a process being implemented in phases over several years, the Board believes these proposed amendments constitute important next steps toward ensuring Cal Cities’ governance is operating at peak performance.

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<sup>1</sup> Under the current bylaws, the Nominating Committee is comprised of 11 Directors. Two committee members are appointed from among At-Large Directors and one from a Department. Divisions participate on a rotation, with Directors residing within eight of the Divisions appointed in even-numbered years and Directors from the other eight appointed in odd-numbered years.

<sup>2</sup> Under the current bylaws, the Second Vice President is referred to as “Second Vice President/Treasurer.” However, in practice the Second Vice President does not serve as treasurer of Cal Cities. Rather, that function is performed by the Chief Financial Officer designated in Article VIII, section 5, subdivision b(2), of the Cal Cities bylaws.

<sup>3</sup> The current bylaws primarily refer to members of the Cal Cities Board of Directors as “Directors.” However, there are instances in which they are referred to as “Board members.”

### **Procedure for Amending the Cal Cities Bylaws**

Amendments to the Cal Cities bylaws may be proposed by the Cal Cities Board and may be adopted: (a) by vote of the Cal Cities General Assembly, or (b) by mail ballot to Member Cities.<sup>4</sup> In this case, the amendments will be considered by the General Assembly. Bylaws amendments need to be approved by 2/3 of those voting,<sup>5</sup> and the number that constitutes 2/3 of those voting (a) cannot be less than a majority of the voting delegates present if there is a quorum at the time the vote is taken;<sup>6</sup> or (b) cannot be less than a majority of a quorum if the meeting started with a quorum but a quorum is not present when the vote is taken.<sup>7</sup>

If approved by the General Assembly, the amendments to the bylaws will go into effect after the expiration of a 60-day protest period.<sup>8</sup> If, within 60 days after the adoption of the amendments, one-third or more of Member Cities submit a written protest against such amendments, the amendments are automatically suspended until the next Annual Conference and Expo, when they may be taken up again for reconsideration and vote.<sup>9</sup> If the amendments are approved by the General Assembly and no protest is lodged, the effective date of the bylaws amendments will be Nov. 9, 2022.

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<sup>4</sup> Article XVII, Section 1.

<sup>5</sup> Article XVII, Section 2.

<sup>6</sup> Cal. Corp. Code 7512, subd. (a).

<sup>7</sup> Cal. Corp. Code 7512, subd. (d).

<sup>8</sup> Article XVII, section 6.

<sup>9</sup> Article XVII, section 7.

**RESOLUTION RELATING TO AMENDMENTS TO THE CAL CITIES BYLAWS  
(2/3 vote at General Assembly required to approve)**

*Source: League of California Cities Board of Directors*

WHEREAS, the League of California Cities (Cal Cities) is a nonprofit mutual benefit corporation under California law and, as such, is governed by corporate bylaws; and

WHEREAS, the Cal Cities Board of Directors (Board) periodically reviews the Cal Cities bylaws for issues of clarity, practicality, compliance with current laws, and responsiveness to membership needs and interests; and

WHEREAS, beginning in 2017, the Board directed Cal Cities to undertake a strategic planning process that resulted in the adoption of the “Powering Up for California Cities Strategic Growth Plan 2018-2021” (Strategic Growth Plan); and

WHEREAS, the Strategic Growth Plan set forth goals to enhance Cal Cities’ governance to: (a) achieve even higher levels of engagement and effectiveness; (b) ensure optimal engagement by members and effectiveness in supporting fulfillment of the Cal Cities’ mission; and (c) ensure the pathway to leadership is transparent and inclusive; and

WHEREAS, in furtherance of its governance goals, the Board engaged an expert in association governance who gathered and considered input from more than 350 Cal Cities members through advisory groups, roundtable discussions, interviews, and surveys to evaluate the Cal Cities governance system and make recommendations for enhancing Cal Cities’ governance; and

WHEREAS, in July 2021 the Board decided to move forward with certain recommendations made as a result of that governance evaluation, including a recommendation to establish a standing Governance Committee of the Board to assist the Board in fulfilling its governance function; and

WHEREAS, in February 2022 the Board approved Board policy establishing the Governance Committee and charging it with regularly reviewing the governance structures, policies, and practices of Cal Cities, and reporting its findings and making recommendations to the Board; and

WHEREAS, in 2022 the Governance Committee recommended, and the Board, approved certain changes to the bylaws that: (1) formalize the oversight of the Resolutions Committee; (2) ensure a more inclusive Nominating Committee by adding one committee member appointed from among Caucus Directors and one additional committee member appointed from among At-Large Directors; (3) clarify that, unless the board establishes otherwise, the Cal Cities President appoints the chair of board-established committees; and (4) make various non-substantive revisions; and

WHEREAS, the Cal Cities Board offers the following proposed amendments and additions to the bylaws, as set forth in the attached redlined version of the bylaws specified below, which is hereby incorporated by reference:

1. Amend Article VI, section 3(c) to designate the Second Vice-President as the Resolutions Committee chair, while retaining the President’s authority to appoint the vice chair of the Resolutions Committee;
2. Amend Article VII, section 5(b) to adjust the composition of the Nominating Committee by adding one At-Large Director and one Caucus Director for a total of 13 Nominating Committee members;
3. Amend Article VII, Section 10(d) to provide that, *unless the Board establishes otherwise*, the Cal Cities President appoints the chair of board-established committees;
4. Replace the title “Second Vice-President/Treasurer” with “Second Vice President” in Article VII, sections 2(a), 5(e), and 10(b); and Article VIII, sections 1, 2(c), and 4;
5. Replace the term “board member(s)” with “Director(s)” in Article VII, sections 5(b), 5(e), and 8; Article XII, section 5(c); and Article XV, section 4; and

now therefore, be it

RESOLVED, by the General Assembly of the League of California Cities assembled during the Annual Conference in Long Beach on September 9, 2022, that the proposed bylaws amendments are hereby approved and Cal Cities shall make the specified amendments to the Cal Cities bylaws set forth in the attached redlined version of the bylaws.

See ATTACHMENT 1 for redline of proposed changes to the bylaws.
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**ATTACHMENT 1**  
**Redline of Proposed Changes to Bylaws**

# Bylaws for the League of California Cities

...

## Article VI. Resolutions

...

### Section 3: Resolutions Committee for Annual Conference Resolutions.

**(a) Resolutions Committee Composition.** The Cal Cities President establishes a Resolutions Committee sixty days prior to each Annual Conference, which committee shall consist of:

- (i) One elected official from each regional division, appointed by the regional division;
- (ii) One elected official from each policy committee, appointed by the policy committee;
- (iii) One member from each functional department, appointed by the department;
- (iv) One elected official from each caucus, appointed by the caucus; and
- (v) Up to ten additional members (at least five of whom are elected officials) as the Cal Cities President deems necessary to achieve geographic and population balance, as well as recognize the multiplicity of city functions not represented by the other appointments, including, but not limited to, the perspectives of board and commission members as well as professional staff.

**(b) Presidential Appointments.** In the event a regional division, policy committee, functional department, or caucus does not make its appointment to the Resolutions Committee, the Cal Cities President may make the appointment on the regional division's, policy committee's, functional department's, or caucus's behalf.

**(c) Chair.** The Cal Cities ~~President shall also appoint to the Resolutions Committee a committee chair and vice chair~~Second Vice-President shall serve as committee chair. The Cal Cities President shall also appoint to the Resolutions Committee a vice chair.

**(d) Minimum Committee Size and Composition.** In the event the full committee is not in attendance at the Annual Conference, the Cal Cities President shall appoint a sufficient number of city officials in attendance to achieve a total of thirty. No less than two-thirds of the members of the Resolutions Committee shall be elected officials.

**(e) Committee Consideration of Proposed Resolutions.** Except for resolutions of courtesy, commendation, appreciation or condolence, no resolution expressing the opinion or policy of Cal Cities on any question may be considered or discussed by Cal Cities' General Assembly, unless it has been first submitted to, and reported on, by the Resolutions Committee.

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## **Article VII: Board of Directors**

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### **Section 2: Composition.**

The Cal Cities Board is composed of the following:

- (a) A President, First Vice-President and Second Vice-President/~~Treasurer~~, who each serve a term of one year;
- (b) The Immediate Past President who serves for a term of one year, immediately succeeding his or her term as President;
- (c) Twelve Directors-at-Large,
  - (i) Who serve staggered two-year terms, and
  - (ii) At least one of whom is a representative of a small city with a population of 10,000 or less;
- (d) One Director to be elected from each of the regional divisions, functional departments, and caucuses of Cal Cities, each of whom serves for a term of two years; and
- (e) Ten Directors that may be designated by the mayors of each of the ten largest cities in California to serve two-year terms.
- (f) For purposes of this section, the population of each city is the most current population as determined by the California Department of Finance, Demographic Research Unit, or its successor agency or unit. If no successor agency or unit is named, the most current population used to determine these dues shall be used to determine future dues until such time as these bylaws are amended to designate a new source for determining city population.
- (g) Directors hold office until their successors are elected and qualified.

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## Section 5: Nomination Process.

- (a) **Timing.** The Cal Cities President, with the concurrence of the Cal Cities Board, shall establish a nominating committee at the first Board meeting of the calendar year in which the election is to occur.
- (b) **Composition.** The nominating committee shall be comprised of ~~eleven~~ thirteen ~~Board members~~ Directors. ~~Three~~ Two nominating committee members shall be At-Large Directors, ~~and one~~ shall represent a functional department, and one shall represent a caucus. Regional divisions shall be represented on the nominating committee on the following rotating basis:
- (i) **Even-Numbered Years:** In even-numbered years, the Central Valley, Imperial County, Monterey Bay, North Bay, Orange County, Redwood Empire, Sacramento Valley and San Diego County Regional Divisions shall be represented on the nominating committee.
  - (ii) **Odd-Numbered Years:** In odd-numbered years, the Channel Counties, Inland Empire, Desert-Mountain, East Bay, Los Angeles County, Peninsula, Riverside County, and South San Joaquin Regional Divisions shall be represented on the nominating committee.
- (c) **Nominating Committee Chair.** The Cal Cities President shall appoint the chair of the nominating committee.
- (d) **Candidates for Positions Ineligible.** Candidates for officer and at-large positions on the Cal Cities Board are not eligible to serve on the nominating committee. In the event a regional division representative on the nominating committee wishes to be a candidate for an officer or at-large position, the Cal Cities President will appoint a substitute nominating committee member from the same regional division, if available. If one is not available, the President shall appoint a substitute from a nearby regional division.
- (e) **Duties.** The duties of the nominating committee are to:
- (i) **Member Outreach.** Publicize the qualifications for the offices of Second ~~Vice-Vice~~-President/~~Treasurer~~ and the at-large members of the Cal Cities Board to Cal Cities' Member Cities;
  - (ii) **At-Large and Second Vice-President Recommendations.** Make recommendations to the Cal Cities Board on the following year's Cal Cities officers and at-large ~~board members~~ Directors; and
  - (iii) **President and First Vice President Recommendation.** Recommend whether the previous year's First Vice President



becomes President and the previous year's Second Vice-  
President/~~Treasurer~~ becomes First Vice President.

- (f) **Notice to Members.** An explanation of the nomination process and relevant deadlines for submitting nominations to the nominating committee shall be publicized in Cal Cities publications and communications throughout the year, along with the identity of nominating committee members once such members are appointed. In addition, the nominating committee shall inform the membership of the opening of the nominations for the following year when it makes its report to the general membership as provided in Article VI, Section 5(g) below.
- (g) **Decision and Report.** The nominating committee's recommendations shall be communicated to the Cal Cities Board not later than 30 days prior to the date of Cal Cities' Annual Conference and again at the Annual Conference. In addition, the nominating committee shall make its report to the membership at the opening general session of the Annual Conference.
- (h) **Election.** The election of Cal Cities Board officers and Directors-at-Large shall occur at a Cal Cities Board meeting at the Annual Conference as provided in Article VII, Section 4(c) and Article VII, section 3.

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## Section 8: Meetings and Meeting Notice.

- (a) **Regularly Scheduled Board Meetings.** The Cal Cities Board shall meet no fewer than four times a year. Notice of regularly scheduled Board meetings shall be mailed to each Director at least 14 days before any such meeting.
- (b) **Emergency Board Meetings.** A good faith effort shall be made to provide notice of any emergency board meetings (for example, by first-class mail, personal or telephone notification, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means).
- (c) **Telephonic or Electronic Participation.** Members of the Cal Cities Board may participate in any meeting through the use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting by this means constitutes presence in person at such meeting.
- (d) **Notice Content.** All meeting notices shall include the meeting date, place, time, and, as applicable, the means by which a Cal Cities ~~Board member~~Director may participate electronically.

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## Section 10: Committees.

**(a) General.** The Cal Cities Board may establish committees to study city problems, advise on Cal Cities educational efforts, make recommendations with respect to Cal Cities advocacy efforts, or to engage in other appropriate Cal Cities service.

### **(b) Executive Committee.**

**(i) Composition.** The Executive Committee of the Cal Cities Board consists of the following: the Cal Cities President, First Vice-President, Second Vice-President, ~~Treasurer~~, Immediate Past President and Executive Director.

**(ii) Authority.** The Executive Committee has authority to act for the Cal Cities Board between Board meetings, provided that no action of the Executive Committee is binding on the Cal Cities Board unless authorized or approved by the Board.

### **(c) Standing Policy Committees.**

**(i) Charge.** Cal Cities shall have a series of standing policy committees, whose charge shall be to make recommendations to the Cal Cities Board on matters within the committees' jurisdiction, as well as fulfill other duties specified in these bylaws (see, for example, Article VI, section 4(b)).

**(ii) Membership.** Each Cal Cities Policy Committee shall be comprised of the following:

- Two members appointed by each regional division president;
- One member appointed by each functional department president;
- One member appointed by each caucus president;
- No more than 16 members appointed by the Cal Cities President, to provide population and geographic balance, as well as expertise; and
- Such representatives of affiliate organizations in the capacity authorized by the Cal Cities Board.

**(iii) Feedback.** Policy committees shall receive information on actions taken on committee recommendations and the reasons for those actions.

**(d) Committee Chairs and Vice Chairs.** Unless the Cal Cities Board establishes otherwise, ~~the~~ Cal Cities President appoints the chair of all Cal-Cities-wide committees. The term of such appointments coincides with the Cal Cities President's term. The Cal Cities President may appoint vice chairs for such committees, as the Cal Cities President deems necessary.

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## Article VIII: Officers

### Section 1: Identity.

The officers of Cal Cities are a President, a First Vice-President, a Second Vice-President/~~Treasurer~~, an Immediate Past President, and an Executive Director.

### Section 2: Duties of Cal Cities Officers.

- (a) President.** The President presides at all Cal Cities Board meetings and all General Assemblies. The President has such other powers and duties as may be prescribed by these bylaws or the Cal Cities Board.
- (b) First Vice-President.** The First Vice-President carries on the duties of the President in the President's temporary absence or incapacity. The First Vice-President has such other powers and duties as may be prescribed by these bylaws or the Cal Cities Board.
- (c) Second Vice-President/~~Treasurer~~.** The Second Vice-President/~~Treasurer~~ carries on the duties of the President in the President's and First Vice-President's temporary absence or incapacity. The Second Vice-President/~~Treasurer~~ has such other powers and duties as may be prescribed by these bylaws or the Cal Cities Board.

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### Section 4: Vacancies.

A vacancy in the office of President is filled by the Immediate Past President who shall serve for the unexpired term of office and, upon election of a new President at the next Annual Conference, shall subsequently serve a full term as Immediate Past President. In the event the Immediate Past President is not available to fill the vacancy in the office of the President, or declines in writing, it shall be filled by the succession of the First Vice-President to that office. A vacancy in the office of First Vice-President, or Second Vice-President/~~Treasurer~~, is filled for the un-expired term by appointment by the Cal Cities Board of a member of the Cal Cities Board. A vacancy in the office of the Immediate Past President is filled for the un-expired term by the last Past President continuing to hold a city office.

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## Article XII: Voting

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### Section 5: Mail Balloting.

In addition to voting at Cal Cities meetings, Cal Cities may solicit member input by mail ballot.

**(a) Mailing.**<sup>10</sup> The question(s) to be voted upon, along with explanatory materials and a ballot, shall be mailed by first class mail to each Member City for consideration and action.

**(b) Time Frame for Action.** Member Cities shall have at least 45 days to cast their vote. Ballots shall be cast by returning the Member City's ballot to Cal Cities' principal office in Sacramento.

**(c) Ballot Tabulation and Results Announcement.** The Cal Cities President will appoint a counting committee of three ~~board members~~Directors to count the votes cast by mail ballot. The counting committee will submit its count to the Cal Cities Board, which shall canvass the vote and announce the results.

**(d) Functional Departments, Regional Divisions, and Caucuses.** Departments, divisions, and caucuses may also use mail balloting under procedures specified in their respective bylaws.

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## Article XV: Prohibited Transactions

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### Section 4: Ethical Considerations.

These restrictions, of course, represent the floor, not the ceiling, for ethical conduct as a Cal Cities ~~board member~~Director or policy committee member. If a ~~board member~~Director or policy committee member believes that there are circumstances under which Cal Cities' members might reasonably question the ~~board member's~~Director's or policy committee member's ability to act solely in the best interests of Cal Cities and its member cities, the prudent course is to abstain. As an example, typically Cal Cities ~~board members~~Directors have abstained from participating in decisions on legislation that would affect organizations for which they work. Another example is legislation that would uniquely benefit a ~~board member's~~Director's city. Policy committee members should also consider abstaining in similar circumstances.

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<sup>10</sup> The Administrative Services Committee recommends Cal Cities also include notice of the upcoming ballot in a variety of Cal Cities communications to alert Member Cities to make inquiry in the event a city's ballot is lost in the mail.



# STAFF REPORT

Recreation and Community Services Department

**DATE:** August 16, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Sara Somogyi, Director of Recreation and Community Services  
By: Ashley Marston, Management Aide

**SUBJECT:** PARTICIPATION IN SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT'S HIGH ACUITY HOMELESS OUTREACH PROGRAM AND SERVICES TO SUPPLEMENT EXISTING HOMELESS SERVICES PROGRAM AS PART OF A REGIONAL RESPONSE TO ADDRESSING HOMELESSNESS

**Recommendation: Approve**

## **SUMMARY**

The San Gabriel Valley Council of Governments ("SGVCOG") received Measure H Funding to operate the High Acuity Homeless Outreach Program and the Services to Supplement Existing Homeless Services Program, both aimed at providing additional support to preexisting homeless services including street outreach, housing navigation, case management, and medical and behavioral health services. The Arcadia Recreation and Community Services Department welcomes the additional support as a regional response to help persons experiencing homelessness. Therefore, it is recommended that the City Council approve the City's participation in the SGVCOG's High Acuity Homeless Outreach Program and Services to Supplement Existing Homeless Services Program for the period of August 22, 2022, through June 15, 2023, at no cost to the City.

## **BACKGROUND**

On July 13, 2021, the Los Angeles County Board of Supervisors approved the Fiscal Year 2021-22 Measure H Funding recommendations. These recommendations included funding to be allocated to each subregion in Los Angeles based on the 2020 point-in-time ("PIT") homeless count, which for Arcadia was 106. In the City's subregion, the SGVCOG is scheduled to receive a total of \$3.525 million from January 2022 through June 2023 to support programs in the San Gabriel Valley. All funding must be expended by June 30, 2023.

In July 021, SGVCOG conducted outreach to its member agencies to identify the region's most significant priorities and gaps in the homeless services system to help direct the focus of future programs. In August 2021, the Governing Board of the SGVCOG approved the program recommendations, including the High Acuity Homeless Outreach Program and the Services to Supplement Existing Homeless Services Program ("Programs") in the

## Participation in SGVCOG's High Acuity Homeless Outreach Program and Services to Supplement Existing Homeless Services Program

August 16, 2022

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San Gabriel Valley. The intent of these Programs is to support the establishment of regional or sub-regional programs that can maximize the reach of funding and services.

In Fall 2021, the SGVCOG released an application to identify which cities might be interested in participating in regional programs to fill gaps in outreach and service needs for persons experiencing homelessness, including hard-to-reach populations, such as those with substance use disorder and/or mental illness. Arcadia submitted applications for both programs, and due to the City's expressed interest, level of commitment, and continued efforts in assisting persons experiencing homelessness, Arcadia was included as one of participating cities for the Programs.

### **DISCUSSION**

SGVCOG contracts with Los Angeles Centers for Drug and Alcohol Abuse ("LACADA") for the execution of both Programs, as well as the Mobile Crisis Response Program. LACADA was recently selected by the City to provide homeless case management/housing navigation services with three Case Managers beginning July 1. Therefore, LACADA will be collaborating with the City on both a local and regional front - engaging with the City's homeless population and providing ongoing case management to provide housing solutions and to connect individuals to other services as needed. Overall, participation in the Programs will provide a greater focus on persons experiencing homelessness, including those with substance use disorders and mental health issues.

Since there is no cost to the City to participate in the Programs, the City is not required to sign a Memorandum of Agreement. Rather, with City Council approval, the City Manager will sign a Letter of Agreement (Attachment "A") to confirm the City's participation. The Letter of Agreement provides an outline of key details and responsibilities for both the SGVCOG and the City. More information on each of the Programs is provided below.

### **High Acuity Homeless Outreach Program**

The High Acuity Homeless Outreach Program was designed to fill gaps in outreach and the service needs of high-acuity populations. Acuity refers to the severity and chronicity of one's illness and/or disability, and the level of care necessary to support activities of daily living. Acuity also takes into consideration the impact of multiple co-occurring chronic health and behavioral health conditions. The Vulnerability Index-Service Prioritization Decision Assistance Tool ("VI-SPDAT") is the triage tool currently used in Los Angeles County to consider level of acuity, and it is used to help direct services and housing to individuals. Those with a lower acuity score require less assistance in their daily living and, thus, fewer services. Those with a higher acuity score require more assistance and wrap-around support in their daily living.

The program requires intensive engagement between the SGVCOG's selected service provider, LACADA, and participating cities' public safety or outreach teams to target more frequent users of homeless services. Arcadia's Homeless Engagement Liaison Program

Participation in SGVCOG’s High Acuity Homeless Outreach Program and Services to Supplement Existing Homeless Services Program

August 16, 2022

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Team (“HELP Team”), the San Gabriel Valley Homeless Outreach Services Team (“HOST”), Arcadia staff, and case managers/housing navigators from LACADA contracted through the City will all provide support for the program. Since LACADA already operates as a part of the City’s outreach team, the program will seamlessly add an extra layer of concentrated support and care to services currently being provided. It is anticipated Arcadia will receive one day a week of coverage for High Acuity Outreach.

**Services to Supplement Existing Homeless Services Program**

The Services to Supplement Existing Homeless Services Program will provide general outreach, housing navigation, case management, and mental health and health support, with the goal of linking clients to services and interim and permanent housing. LACADA will coordinate with existing services provided by cities and other SGVCOG programs. Since Arcadia already contracts with LACADA, the program will operate fluidly and efficiently, providing additional assistance in the field to support a greater number of persons experiencing homelessness.

As part of the scope of work, LACADA will provide three, four-person teams, each of which will serve cohorts of cities. The city cohorts were formed based on existing relationships, geography, and the PIT count. The cohorts and teams are as follows:

<b>Team</b>	<b>Cohort</b>	<b>2020 PIT Count</b>
1	Azusa, Diamond Bar, Duarte, Irwindale, Glendora, San Dimas As-needed support for Claremont, La Verne, and West Covina	440
2	Arcadia, Covina, La Puente, Monterey Park, Rosemead, San Gabriel, South Pasadena, Temple City As-needed support for Montebello	455
3	Baldwin Park, South El Monte	615

There will be a total of 12.2 full-time equivalents (“FTEs”) serving these cohort cities, including the following positions:

- 2.0 FTE Case Managers
- 2.0 FTE Licensed Vocational Nurse/Emergency Medical Technicians
- 2.0 FTE Mental Health Clinicians
- 2.0 FTE Housing Navigators
- 4.0 FTE Outreach Workers
- 0.2 FTE Project Director

Each cohort will have 2.0 FTEs permanently assigned and the remaining specialized positions will provide support to each team, depending on the needs of the individual clients in each region. Through this contract, the SGVCOG will also have priority access

Participation in SGVCOG's High Acuity Homeless Outreach Program and Services to Supplement Existing Homeless Services Program

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to 16 beds in LACADA's continuum of care. This number of beds will be in addition to the eight beds allocated to Arcadia through the City's preexisting contract with LACADA.

Once participation is approved, LACADA will hold a meeting with each cohort and work to design a consistent service schedule that ensures adequate coverage to each city based on PIT count and existing resources. The service schedules will outline general outreach days/times and focused times spent on specific follow-up requests and appointments for each city. These schedules will be coordinated in conjunction with other existing regional and local teams to maximize the coverage provided to all cities.

### **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA under Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines.

### **FISCAL IMPACT**

Currently, there is no cost to the City to participate in the Programs. The Programs are fully funded by Measure H and all costs will be handled by the SGVCOG.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and is therefore, exempt under, the California Environmental Quality Act ("CEQA"); and approve participation in the San Gabriel Valley Council of Government's High Acuity Homeless Outreach Program and Services to Supplement Existing Homeless Services Program.

Approved:



Dominic Lazzaretto  
City Manager

Attachment "A": Draft Letter of Agreement for High Acuity Homeless Outreach Program and Services to Supplement Existing Homeless Services Program Participation



**Attachment "A"**

**REGIONAL HOMELESSNESS PROGRAMS LETTER AGREEMENT**

August 17, 2022

Dominic Lazzaretto, City Manager  
City of Arcadia  
PO Box 60021  
Arcadia, CA 91066

**RE: Arcadia's Participation in SGVCOG's Regional Homelessness Programs**

Dear Mr. Lazzaretto,

This letter is in response to the City of Arcadia's request to participate in the following San Gabriel Valley Council of Governments' (SGVCOG) homeless programs (Programs):

- Services to Supplement Existing Homeless Services Program, in which services include street outreach, housing navigation, case management, and medical and behavioral health services; and
- High Acuity and Substance Use Disorder (SUD) Focused Outreach and Services for Persons Experiencing Homelessness (PEH) Program, in which services include intensive case management and counseling, treatment services for substance use disorder (SUD) and co-occurring disorders, medical and mental health treatment, and crisis and rapid re-housing assistance.

The SGVCOG approves the City's request and will therefore provide homelessness services to the City throughout the duration of the Programs. Through participation in this Program, the City will receive homelessness services as described above. Key details and responsibilities of each agency are outlined below.

- Anticipated Start Date: August 22, 2022
- Anticipated Completion Date: June 15, 2023
- SGVCOG Responsibilities:
  - Undertake procurement and execute service provider contracts to implement the Programs.
  - Manage, make eligible payments, and administer service provider contracts to ensure successful implementation of the Programs.
  - Manage the budget for the Programs.
  - Provide a point-of-contact to serve as the SGVCOG's Project Manager.
  - Respond to and address City concerns regarding service provider performance.
  - Coordinate conference calls and/or meetings with City as necessary.

- Hold monthly homeless working group meetings with City’s Project Manager to support information sharing.
- City Responsibilities:
  - Maintain membership in the SGVCOG during the entire term of the Programs.
  - Participate in monthly Homeless Working Group meetings.
  - Designate a point-of contact to serve as the City’s Project Manager – with name, title, and contact information – to provide direction and support and manage the day-to-day coordination with the service provider(s).
  - Provide feedback and raise issues to the SGVCOG on the implementation of the Programs.
  - Respond to requests, provide data and information as requested, review materials, and provide input to the SGVCOG and its selected provider(s) to support the implementation of the Programs.
  - Coordinate delivery of services with existing services and resources.
  - Participate in scheduled monthly conference calls and/or meetings with the selected service providers throughout the term of the Programs.
  - For participation in the High Acuity and Substance Use Disorder (SUD) Focused Outreach and Services for Persons Experiencing Homelessness (PEH) Program, assign an outreach team(s) that is reasonably familiar with PEH within the City to conduct outreach with the selected service provider(s) and assist the service provider(s) in identifying PEH most in need of services.

Should the City not provide the required resources to support the Programs, the SGVCOG reserves the right to withdraw the Programs’ services from the City.

Should you have any questions regarding the Programs, please contact Caitlin Sims at [csims@sgvcog.org](mailto:csims@sgvcog.org).

Sincerely,

Marisa Creter  
Executive Director

ACKNOWLEDGED AND ACCEPTED:

City of Arcadia

\_\_\_\_\_  
Dominic Lazzaretto, City Manager

\_\_\_\_\_  
Date

Cc: Caitlin Sims, Principal Management Analyst