

# CITY OF ARCADIA

**AMENDED**  
**City Council**  
**Regular Meeting Agenda**



**Tuesday, December 6, 2022, 7:00 p.m.**

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

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。

**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 Speaker Card, indicating the agenda item number and submit it to the City Clerk prior to the meeting, or simply come to the podium when the Mayor asks for those who wish to speak. 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.

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.

**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. **亲自出席：**填写一张发言人卡片，注明议程项目编号，然后在会议开始前提交给市书记官，或者在市长询问公众发言时，直接到讲台上发言。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限制时间，以便允许所有发言人向市议会表达自己的意见。

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。

**1. CALL TO ORDER**

**2. INVOCATION**

Reverend Darwin Ng, Arcadia Police Department Chaplain

**3. PLEDGE OF ALLEGIANCE**

Girl Scout Troop 6031

**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. CITY CLERK**

- a. Resolution No. 7471 reciting the facts of the General Municipal Election in Arcadia on Tuesday, November 8, 2022, declaring the results and such other matters as provided by law.  
CEQA: Not a Project  
Recommended Action: Adopt

**8. PRESENTATIONS TO OUTGOING MAYOR AND CITY COUNCIL MEMBERS**

**Presentations to outgoing Mayor Tom Beck, Council Member Sho Tay, and Council Member Michael Danielson**

Presentation by Assemblymember Mike Fong

Presentation by Los Angeles County Supervisor Kathryn Barger

Presentation by Los Angeles County Assessor Jeffrey Prang

Presentation by Senior Field Representative/Casework Manager Maile Plan on behalf of Congresswoman Judy Chu

Presentation by District Representative Laura Brantley on behalf of Senator Susan Rubio

Presentation by Arcadia Unified School District Board Members Fenton Eng, Leigh Chavez, and Raymond Cheung

Presentation by USC Arcadia Hospital Foundation President Michael Driebe

Presentation by Director of Community Service & Special Projects Pete Siberell on behalf of Santa Anita Park

Presentation by President Vicki Knight and Karen McNair on behalf of Arcadia Chamber of Commerce

Presentation by Co-Presidents David Lee and Sara Ho on behalf of the Arcadia Chinese Association

Presentation by President Martin Gandell on behalf of the Downtown Arcadia Improvement Association

Presentation by Vice President Greg Vanni, Chief Executive Officer Tashera Taylor, and Chief Development Officer Raina Martinez and Chief Administrative Officer Mike Antennesse, on behalf of Foothill Unity Center

#### **Presentations to outgoing Mayor Tom Beck**

Presentation by Mayor Pro Tem Paul Cheng on behalf of Senator Dianne Feinstein

Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of Monrovia

Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of San Gabriel

Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of Sierra Madre

Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of Temple City

Presentation by Mayor Pro Tem Paul Cheng on behalf of City of Arcadia – Gavel plaque and City tile plaque

#### **Remarks by outgoing Mayor Tom Beck**

#### **Presentations to outgoing Council Member Sho Tay**

Presentation by Mayor Pro Tem Paul Cheng on behalf of Senator Dianne Feinstein

Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of Monrovia

Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of San Gabriel

Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of Sierra Madre

Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of Temple City

Presentation by Mayor Pro Tem Paul Cheng on behalf of City of Arcadia –City tile plaque

#### **Remarks by outgoing Council Member Sho Tay**

#### **Presentations to outgoing Council Member Michael Danielson**

Presentation by Mayor Pro Tem Paul Cheng on behalf of Senator Dianne Feinstein

Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of Monrovia

Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of San Gabriel  
Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of Sierra Madre  
Presentation by Mayor Pro Tem Paul Cheng on behalf of the City of Temple City  
Presentation by Mayor Pro Tem Paul Cheng on behalf of City of Arcadia –City tile plaque

**Remarks by outgoing Council Member Michael Danielson**

**9. ADMINISTRATION OF OATH OF OFFICE AND CITY COUNCIL REORGANIZATION**

- a. Administration of the oath of office to newly elected members of the City Council.
- b. Remarks by newly elected members of the City Council.
- c. City Council reorganization
  - 1. Administration of the oath of office to Mayor Pro Tem Verlato
  - 2. Comments by Mayor Pro Tem Verlato
  - 3. Administration of the oath of office to Mayor Cheng
  - 4. Comments by Mayor Cheng
  - 5. Comments by Members of the City Council and City Clerk

**10. 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.

**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 November 15, 2022, and Special Meeting Minutes of November 29, 2022.  
CEQA: Not a Project  
Recommended Action: Approve
- b. Donation of a Scent Discriminate Tracking Dog and \$2,500 from the Arcadia Police Foundation for the Arcadia Police Department’s Police Service Dog (K-9) Program.  
CEQA: Not a Project  
Recommended Action: Accept
- c. Resolution No. 7472 accepting a dedication for street and sidewalk purposes and approving Final Parcel Map No. 82694 for a three-unit multi-family residential condominium subdivision at 828 W. Naomi Avenue.  
CEQA: Exemption  
Recommended Action: Approve

- d. Participant Agreement with the County of Los Angeles Region Imagery Acquisition Consortium 7 ("LARIAC7") for digital aerial imagery and dataset evaluation for the City's Geographic Information System in the amount of \$47,583.  
CEQA: Not a Project  
Recommended Action: Approve
- e. La Salle College Preparatory Proposal for improvements to Orange Grove Park Tennis Courts.  
CEQA: Exemption  
Recommended Action: Accept

**12. CITY MANAGER**

- a. Resolution No. 7470 casting its votes for one of the five candidates to represent Arcadia and other cities with Prescriptive Pumping Rights as an Alternate Board Member on the San Gabriel Basin Water Quality Authority.  
CEQA: Not a Project  
Recommended Action: Select a Candidate and Adopt

**13. ADJOURNMENT**

The City Council will adjourn this meeting to December 20, 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

Office of the City Clerk

**DATE:** December 6, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Dominic Lazzaretto, City Manager  
By: Linda Rodriguez, Assistant City Clerk

**SUBJECT:** RESOLUTION NO. 7471 RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION IN ARCADIA ON TUESDAY, NOVEMBER 8, 2022, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW  
**CEQA: Not a Project**  
**Recommendation: Adopt**

## SUMMARY

On June 21, 2022, the City Council called a General Municipal Election to be held on Tuesday, November 8, 2022, for the purpose of electing City Council Members representing Electoral Districts 2, 3, and 5, and the consideration of three ballot measures. As of the filing deadline, a total of nine City Council Member candidates were qualified for the November 8, 2022, General Municipal Election:

District #2	District #3	District #5
Bob Harbicht	Sheng Chang	Michael Danielson
Tracey Jensen Han	Eileen Wang	Michael Cao
Sharon Kwan		Daniel Malki
		Jason J. Lee

On July 19, 2022, the City Council adopted Resolution Nos. 7451, 7452, and 7453, placing three ballot measures before Arcadia voters for the November 8, 2022, General Municipal Election, to consider amendments to the Arcadia City Charter (Measure CA), an increase to the City's Transient Occupancy Tax (Measure HT), and enact a new Sports Wagering Tax (Measure SW).

On December 6, 2022, the Los Angeles County Registrar-Recorder/County Clerk is expected to certify the results of the November 8, 2022, General Municipal Election. The results of the election are reflected in the attached Resolution No. 7471.

Based on the certified election results, Sharon Kwan was elected to District 2, Eileen Wang was elected to District 3, and Michael Cao was elected to District 5, all to serve



four-year terms as members of the Arcadia City Council. Additionally, measures “CA”, “HT” and “SW” all passed with majority voter approval.

Resolution No. 7471 declaring the results of the November 8, 2022, General Municipal Election is attached for City Council adoption. The certification, marked as Exhibit “A” to the Resolution, will be distributed to the City Council during the December 6, 2022, Meeting. Exhibit “A” provides the number of votes cast in Districts 2, 3, and 5, and the number of votes cast for each candidate. The certification will also provide the total number of votes cast across the City, and the number of votes cast for and against Measures CA, HT, and SW.

### **ENVIRONMENTAL IMPACT**

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**

There is no fiscal impact resulting from the adoption of this Resolution declaring the 2022 General Municipal Election results. However, with the passage of Measure HT, the City will receive approximately \$730,000 annually in additional General Fund revenues. While Measure SW passed locally, both statewide measures allowing for sports wagering failed.

### **RECOMMENDATION**

It is recommended that the City Council find that the proposed action does not constitute a project under the California Environmental Quality Act; and adopt Resolution No. 7471 reciting the facts of the General Municipal Election in Arcadia on Tuesday, November 8, 2022, declaring the results and such other matters as provided by law.

Attachment: Resolution No. 7471

RESOLUTION NO. 7471

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION IN ARCADIA ON TUESDAY, NOVEMBER 8, 2022, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, an All Mail Ballot General Municipal Election was held and conducted in the City of Arcadia, California, on Tuesday, November 8, 2022, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in charter cities; and

WHEREAS, pursuant to Resolution No. 7441, dated June 21, 2022, and Resolution Nos. 7454, 7452, and 7453, dated July 19, 2022, the County Elections Department canvassed the returns of the election and has certified the results to this City Council, and the results are received, attached, and made a part hereof as Exhibit "A".

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

SECTION 1. The whole number of ballots cast in District 2 was XXXX, District 3 was XXXX, District 5 was XXXX, Measure "CA" was XXXX, Measure "HT" was XXXX, and Measure "SW" was XXXX.

SECTION 2. The names of persons voted for at the election for Member of the City Council are as follows:

District 2:

Bob Harbicht  
Tracy Jensen Han  
Sharon Kwan

District 3:

Sheng Chang  
Eileen Wang

District 5:

Michael Danielson  
Michael Cao  
Daniel Malki  
Jason J. Lee

The Measures voted upon at the election are as follows:

MEASURE CA

“Shall the City Charter be amended to provide for election of City Councilmembers by-district, to set the general municipal election for the first Tuesday after the first Monday of November in even-numbered years to align with the Statewide General Election date, to amend the procedure to fill vacant elective offices, to change the City Clerk from elected to appointed, to establish a City Prosecutor, to modify City procurement procedures, and to make other modernizing amendments?”

MEASURE HT

“Shall a measure be adopted to increase the maximum rate of the City’s Transient Occupancy Tax (also known as Hotel Tax) charged to guests of hotels and any other overnight lodging facilities from a maximum of 10% to 12% as of January 1, 2023, providing an additional estimated \$730,000 annually until ended by voters for City services including public safety response, street repair and maintenance, park construction and maintenance and for general government use?”

MEASURE SW

“Shall the measure to establish a Sports Wagering Tax at a rate of up to 5% of sports wagering gross revenues, providing approximately \$1,000,000 annually until ended by voters for general government use such as City parks, streets and public safety, be adopted?”

SECTION 3. The number of votes given in each district and the number of votes given to each of the persons named above for the respective offices for which the persons were candidates; and the number of votes with respect to the above Measures, are listed in Exhibit "A" attached hereto.

SECTION 4. The City Council does declare and determine that:

Sharon Kwan was elected as Member of the City Council for the full term of four (4) years in District 2; and

Eileen Wang was elected as Member of the City Council for the full term of four (4) years in District 3; and

Michael Cao was elected as Member of the City Council for the full term of four (4) years in District 5.

As a result of the election, a majority of the voters voting on the following:

Measure "CA" did vote in favor of it, and the measure was carried, and shall be deemed adopted and ratified; and

Measure "HT" did vote in favor of it, and the measure was carried, and shall be deemed adopted and ratified; and

Measure "SW" did vote in favor of it, and the measure was carried, and shall be deemed adopted and ratified.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the results of the election, showing: (1) the whole number of ballots cast in District 2, District 3 and District 5; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the number of votes given in each

District to each person; (5) the measure(s) voted upon; and (6) the total number of votes cast for and against Measure "CA", Measure "HT", and Measure "SW".

SECTION 6. The City Clerk shall immediately make and deliver to each of the persons so elected a Certification of Election signed by the City Clerk and authenticated, and the City Clerk shall administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]


Passed, approved and adopted this 6th day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Exhibit "A"

Official Canvass Certificate will be included at the December 6, 2022, City Council Meeting.

**ARCADIA CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, NOVEMBER 15, 2022**

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1. **CALL TO ORDER** – Mayor Beck called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – Reverend John Scholte, Arcadia Community Church
3. **PLEDGE OF ALLEGIANCE** – David Lee
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 had nothing to report.

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 Council Member Tay to read all ordinances and resolutions by title only and waive the reading in full.

7. **PRESENTATIONS**

- a. Presentation by the Los Angeles County Department of Public Works regarding the Santa Anita Reservoir Post Fire Restoration Project.
- b. Presentation of gift of \$30,000 from the Friends of the Arcadia Public Library.
- c. Presentation of the United Against Hate Week Proclamation.
- d. Presentation of the Shop Arcadia Season Proclamation.

8. **PUBLIC HEARING**

- a. Adoption of the California Building and California Fire Codes.

Ordinance No. 2394 amending Article VIII of the Arcadia Municipal Code relating to building regulations and adopting by reference the 2022 Edition of the California Building Code, Volumes 1 and 2, and Appendix J, the 2022 California Residential Code, the 2022 California Green Building Standards Code, the 2022 California Plumbing Code, the 2022 California Electrical Code, the 2022 California Mechanical Code, the 2022 California existing Buildings Code, the Uniform Code for the abatement of dangerous buildings, 1997 Edition, and the Los Angeles County Grading Code with additions, amendments, and deletions.

Recommended Action: Adopt  
CEQA: Not a Project



Ordinance No. 2395 amending Article III of the Arcadia Municipal Code relating to fire regulations and adopting by reference the 2022 Edition of the California Fire Code in its entirety, including appendices Chapter 4, B, C, D, K, and O based on the 2021 Edition of the International Fire Code published by the International Code Council; together with certain additions, insertions, deletions and changes thereto.

Recommended Action: Adopt

CEQA: Not a Project

Building Official Fields presented the Staff Report.

Mayor Beck opened the Public Hearing.

No one appeared.

A motion was made by Mayor Beck to close the public hearing and the City Council concurred.

After discussion, a motion was made by Council Member Verlato, seconded by Mayor Pro Tem Cheng, and carried on a roll call vote to approve staff's recommendations to adopt:

Ordinance No. 2394 amending Article VIII of the Arcadia Municipal Code relating to building regulations and adopting by reference the 2022 Edition of the California Building Code, Volumes 1 and 2, and Appendix J, the 2022 California Residential Code, the 2022 California Green Building Standards Code, the 2022 California Plumbing Code, the 2022 California Electrical Code, the 2022 California Mechanical Code, the 2022 California existing Buildings Code, the Uniform Code for the abatement of dangerous buildings, 1997 Edition, and the Los Angeles County Grading Code with additions, amendments, and deletions; and

Ordinance No. 2395 amending Article III of the Arcadia Municipal Code relating to fire regulations and adopting by reference the 2022 Edition of the California Fire Code in its entirety, including appendices Chapter 4, B, C, D, K, and O based on the 2021 Edition of the International Fire Code published by the International Code Council; together with certain additions, insertions, deletions and changes thereto.

AYES: Verlato, Cheng, Danielson, Tay, and Beck

NOES: None

ABSENT: None

**9. PUBLIC COMMENTS** – No one appeared.

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

Mayor Beck announced that on November 12, he attended the Ability First Stroll & Roll event; on November 7, the Business Life Magazine's 33<sup>rd</sup> Annual Women Achievers Awards Luncheon; he noted that Council Member Verlato was an honoree at the event; he attended Lightscape at the Los Angeles Arboretum; on November 5, he attended the 2<sup>nd</sup> Annual Community Cleanup Day Event; on November 15, the Mary Hansen Library Garden Dedication Ceremony; on November 5, the 32<sup>nd</sup> Annual Crystal Ball; and he shared photos of those events. On November 10, he attended the Veterans Day Lunch at the Community Center; on November 15, he hosted "Coffee with the Mayor"; he indicated that on November 19, he will attend Florence Kovacic's 100<sup>th</sup> Birthday Celebration; and he expressed his enthusiasm for the newly-elected City Council Members.

City Clerk Glasco announced that he attended the Veterans Day Lunch at the Community Center; he noted that on November 12 the City hosted a free Shred Event for Arcadia residents at the Arcadia Public Library parking lot; and on November 13, he was invited to attend the Pasadena Jewish Temple in celebration of Veterans Day, where he presented on the Arcadia Vietnam War Monument.

Council Member Danielson announced that on November 5 he attended a Creative Housing Meeting at Santa Anita Church, and later that evening, attended the 32<sup>nd</sup> Annual Crystal Ball; on November 7, he attended Arcadia Fire Chief Spriggs Retirement Celebration; on November 10, the Veterans Day Lunch and the Lightscape at Los Angeles Arboretum; on November 15, “Coffee with the Mayor” and the Mary Hansen Library Garden Dedication Ceremony; on November 16, he will attend the San Gabriel Valley Housing Summit; and he encouraged attendance at the 69<sup>th</sup> Annual Arcadia Festival of Bands Parade.

Council Member Tay expressed his enthusiasm for the newly-elected members of the City Council; and he indicated that on November 5 he attended the “Evening with our Blue Heroes” fundraiser hosted by the Arcadia Police Foundation, which raised \$66,000 as of November 10.

Council Member Verlato reported that she attended the Council of Governments (COG) Homelessness Committee meeting and highlighted the various programs being piloted by the COG; she thanked Mayor Beck and Mayor Pro Tem Cheng for attending the Business Life Magazine’s 33<sup>rd</sup> Annual Women Achievers Awards Luncheon; she congratulated the newly-elected City Council Members and new Fire Chief Suen; she announced that she attended Lightscape at the Los Angeles Arboretum, the 32<sup>nd</sup> Annual Crystal Ball, the “Evening with our Blue Heroes” fundraiser event, the Arcadia Woman’s Club Luncheon; and she shared photos of the events she mentioned.

Mayor Pro Tem Cheng recognized the veterans in the City, including City Clerk Glasco for raising enough funds for the Arcadia Vietnam War Monument. Mayor Pro Tem Cheng announced that on November 4 he attended the Arboretum Visitor Plaza Groundbreaking; on November 5, the 2<sup>nd</sup> Annual Community Cleanup Day Event, the 32<sup>nd</sup> Annual Crystal Ball, and an “Evening with our Blue Heroes” fundraiser event; on November 7, Business Life Magazine’s 33<sup>rd</sup> Annual Women Achievers Awards Luncheon and Fire Chief Spriggs Retirement Celebration; on November 10, the Veterans Day Lunch at the Community Center; on November 11, Monrovia’s Veterans Day Ceremony; on November 12, the Fenton Ng Golden Dragon Championships at Arcadia High School; on November 15, the Mary Hansen Library Garden Dedication Ceremony; and he thanked the Arcadia Beautiful Commission and other volunteers for coordinating the 2<sup>nd</sup> Annual Community Cleanup Day Event.

Mayor Beck further announced that he attended Fire Chief Spriggs’ retirement celebration; he thanked staff for putting the Mary Hansen Garden Dedication Ceremony together; and noted that he will be participating in the 69<sup>th</sup> Annual Arcadia Festival of Bands Parade.

## **11. CONSENT CALENDAR**

- a. Regular Meeting Minutes of November 1, 2022.  
Recommended Action: Approve  
CEQA: Not a Project
- b. Donation in the amount of \$30,000 from the Friends of the Arcadia Public Library for Library Programming.  
Recommended Action: Accept  
CEQA: Not a Project

- c. Accept the 2022 Sewer Master Plan Update.  
Recommended Action: Approve  
CEQA: Not a Project
- d. City Water and Sewer Rates for Calendar Year 2023.  
Recommended Action: Receive and File  
CEQA: Not a Project
- e. Professional Services Agreement with Urban Graffiti Enterprises, Inc., for Graffiti Removal and Nuisance Abatement Services in an amount not to exceed \$50,000 annually for a period of three years with the option to renew for three additional one-year periods.  
Recommended Action: Approve  
CEQA: Not a Project
- f. Approve the Annual Development Impact Fee Report for Fiscal Year 2021-22 pursuant to Government Code Section 66006.  
Recommended Action: Approve  
CEQA: Not a Project

It was moved by Council Member Verlato, seconded by Mayor Pro Tem Cheng, and carried on a roll call vote to approve Consent Calendar Items 11.a through 11.f.

AYES: Verlato, Cheng, Danielson, Tay, and Beck  
 NOES: None  
 ABSENT: None

**12. CITY MANAGER**

- a. Allocate \$215,000 in American Rescue Plan Act (“ARPA”) funds for the following Economic Development programs and projects:
  - A. The 2022 Merry & Bright Holiday Shopping Program in the amount of \$100,000;
  - B. The Arcadia Chamber of Commerce Membership Assistance Program in the amount of \$50,000; and
  - C. A Professional Services Agreement with Design Nine, Inc. for the development of a Downtown Arcadia Broadband Strategic Plan and the evaluation of a Citywide Fiberoptic Broadband Proposal in an amount not to exceed \$65,000

Recommended Action: Approve  
CEQA: Not a Project

Economic Development Manager Schwehr presented the Staff Report.

After City Council discussion, a motion was made by Council Member Verlato, seconded by Mayor Pro Tem Cheng, and carried on a roll call vote to approve the allocation of \$215,000 in American Rescue Plan Act (“ARPA”) funds for the following economic development programs and projects:

- A. The 2022 Merry & Bright Holiday Shopping Program in the amount of \$100,000;

- B. The Arcadia Chamber of Commerce Membership Assistance Program in the amount of \$50,000; and
- C. A Professional Services Agreement with Design Nine, Inc. for the development of a Downtown Arcadia Broadband Strategic Plan and the evaluation of a citywide fiber-optic broadband proposal in an amount not to exceed \$65,000.

AYES: Danielson, Tay, Verlatto, Cheng and Beck  
NOES: None  
ABSENT: None

**13. ADJOURNMENT**

The City Council adjourned at 8:22 p.m. to Tuesday, December 6, 2022, at 7:00 p.m. in the City Council Chambers.



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Linda Rodriguez  
Assistant City Clerk

**ARCADIA CITY COUNCIL  
SPECIAL MEETING MINUTES  
TUESDAY, NOVEMBER 29, 2022**

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**CALL TO ORDER** – Mayor Beck called the Special Meeting to order at 6:00 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Danielson, Tay, Verlato, Cheng, and Beck

ABSENT: None

Pursuant to Government Code Section 54953(b), Council Member Tay participated via teleconference off the Southern Caribbean, Explorer of the Seas, Room 4B-7232, and notice was properly posted as required by law.

**PUBLIC COMMENTS** – No one appeared.

**CLOSED SESSION**

- a. Pursuant to Government Code Section 54957.6 to confer with labor negotiators.

City Negotiators: City Manager Dominic Lazzaretto, Assistant City Manager/Development Services Director Jason Kruckeberg, and Administrative Services Director Hue Quach.

Employee Organizations: Arcadia Public Works Employees Association, Arcadia City Employees Association, Arcadia Police Civilian Employees Association, Arcadia Police Officers' Association, Arcadia Firefighters' Association, and unrepresented employees: Department Heads, Division Managers, Supervisors, and part-time employees.

The City Council did not convene in Closed Session.

**OPEN SESSION TO THE PUBLIC**

- a. Resolution No. 7469 amending the Fiscal Year 2022-23 General Fund Operating Budget authorizing a supplemental budget appropriation for a one-time inflationary relief assistance to employees in the amount of \$820,000, appropriated from the General Fund Reserve.

CEQA: Not a Project

Recommended Action: Adopt

City Manager Lazzaretto presented the Staff Report.

A motion was made by Mayor Pro Tem Cheng, seconded by Council Member Verlato, and carried on a roll call vote to adopt Resolution No. 7469 amending the Fiscal Year 2022-23 General Fund Operating Budget authorizing a supplemental budget appropriation for a one-time inflationary relief assistance to employees in the amount of \$820,000, appropriated from the General Fund Reserve.

AYES: Danielson, Verlato, Tay, Cheng, and Beck

NOES: None

ABSENT: None

- b. Resolution No. 7473 Amending the Professional Services Agreement with Kimley-Horn and Associates for additional work necessary to complete the update to the City's Housing Element for the 2021-2029 Planning Period in the Amount of \$30,000, offset by a reduction in the General Reserve, and extending the contract term to June 30, 2023.

CEQA: Not a Project

Recommended Action: Approve and Adopt

City Manager Lazzaretto presented the Staff Report.

A motion was made by Council Member Danielson, seconded by Council Member Verlato, and carried on a roll call vote to adopt Resolution No. 7473 Amending the Professional Services Agreement with Kimley-Horn and Associates for additional work necessary to complete the update to the City's Housing Element for the 2021-2029 Planning Period in the Amount of \$30,000, offset by a reduction in the General Reserve, and extending the contract term to June 30, 2023.

AYES: Danielson, Verlato, Tay, Cheng, and Beck

NOES: None

ABSENT: None

- c. Amendment to Best Best & Krieger Agreement for substitution of the individually designated City Attorney.

CEQA: Not a Project

Recommended Action: Approve

City Attorney Deitsch noted for the record that he has a conflict of interest regarding Open Session Item c. and recused himself from the discussion.

City Manager Lazzaretto presented the Staff Report.

A motion was made by Council Member Verlato, seconded by Mayor Pro Tem Cheng, and carried on a roll call vote to approve an amendment to the Best Best & Krieger Agreement for substitution of the individually designated City Attorney.

AYES: Danielson, Verlato, Tay, Cheng, and Beck

NOES: None

ABSENT: None

- d. Purchase 875 acre-feet of additional imported Cyclic Storage Water from the Main San Gabriel Basin Watermaster for a total cost of \$789,250.

CEQA: Not a Project

Recommended Action: Approve

City Manager Lazzaretto presented the Staff Report.


A motion was made by Mayor Pro Tem Cheng, seconded by Council Member Verlato, and carried on a roll call vote to approve the purchase of 875 acre-feet of additional imported Cyclic Storage Water from the Main San Gabriel Basin Watermaster for a total cost of \$789,250.

AYES: Danielson, Verlato, Tay, Cheng, and Beck

NOES: None

ABSENT: None

The Special meeting ended at 6:11 p.m.



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Linda Rodriguez  
Assistant City Clerk



# STAFF REPORT

Police Department

**DATE:** December 6, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Roy Nakamura, Chief of Police  
By: Amber Abeyta, Management Analyst

**SUBJECT:** DONATION OF A SCENT DISCRIMINATE TRACKING DOG AND \$2,500 FROM THE ARCADIA POLICE FOUNDATION FOR THE ARCADIA POLICE DEPARTMENT'S POLICE SERVICE DOG (K-9) PROGRAM  
**CEQA: Not a Project**  
**Recommendation: Accept**

## SUMMARY

The Arcadia Police Foundation donated a scent discriminate tracking dog and \$2,500 for related expenses for the Arcadia Police Department's Police Service Dog (K-9) Program. It is recommended that the City Council accept these donations.

## DISCUSSION

In 2015, the Arcadia Police Foundation was established for the purpose of supporting the Arcadia Police Department ("APD") by raising funds to support the programs, projects, and activities of the Department that are not funded through the City's General Fund budget. These projects and activities will assist APD in continuing to serve the residents of Arcadia at its highest level and support the Department in its mission to improve public safety, decrease crime, and make Arcadia a safe place to live, work, and visit.

The Arcadia Police Service Dog ("K-9") Unit is one of the programs supported by the Foundation. With the generous support of the Foundation, the K-9 Unit has maintained two fully trained police service dogs (Kruz and Kota). K-9 Kruz is trained in narcotics detection and K-9 Kota is trained in suspect apprehension and explosive detection. Upon the conclusion of K-9 Kota's police service in August 2022, the Department researched options to replace Kota, and determined that a scent discriminate tracking dog would best meet the needs of the Department and the community.



The Foundation typically provides a monetary donation to the Department to purchase a new K-9. However, when a scent discriminate tracking dog became readily available from a reputable breeding company, Georgia K9, the Foundation purchased the dog directly from



the company. The Foundation has donated the new scent discriminate tracking dog, K-9 Kopper (pictured left) to the Department including a check in the amount of \$2,500 to cover related expenses. Similar to APD's other K-9s, the Foundation will continue to cover the cost of the service dog's food, supplies and equipment, specialized training and certifications, boarding, veterinary and dental expenses. All costs pertaining to servicing the K-9 Unit are funded by the Foundation, which is supported solely by donations. The City pays for the cost of the officer's time in responding to calls for service.

### **ENVIRONMENTAL IMPACT**

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**

Acceptance of the Foundation's donation of a scent discriminate tracking dog and \$2,500 donation will provide for the addition of the new K-9. The City's cost for overtime, personnel costs, and training have been budgeted in the FY 2022-23 Operating Budget, under the K-9 Program account.

### **RECOMMENDATION**

It is recommended that the City Council determines that this project is exempt under the California Environmental Quality Act ("CEQA"); and accept the donations of a scent discriminate tracking dog and \$2,500 from the Arcadia Police Foundation for the Arcadia Police Department's Police Service Dog (K-9) Program.

Approved:

  
Dominic Lazzaretto  
City Manager



# STAFF REPORT

Development Services Department

**DATE:** December 6, 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, Associate Planner

**SUBJECT:** RESOLUTION NO. 7472 ACCEPTING A DEDICATION FOR STREET AND SIDEWALK PURPOSES AND APPROVING FINAL PARCEL MAP NO. 82694 FOR A THREE-UNIT MULTI-FAMILY RESIDENTIAL CONDOMINIUM SUBDIVISION AT 828 W. NAOMI AVENUE  
**CEQA: Exemption**  
**Recommendation: Adopt**

## **SUMMARY**

Tentative parcel maps and final maps are required for all subdivisions that result in, or create four or fewer parcels or condominium units. In accordance with Arcadia Development Code Section 9105.05.050, the City Council shall approve a final map if it conforms to all the requirements of the subdivision regulations of the Development Code and the State Subdivision Map Act. Tentative Parcel Map No. 82694 was conditionally approved by the Planning Commission on April 28, 2020, to develop a three-unit multi-family residential condominium subdivision at 828 W. Naomi Avenue. Final Parcel Map No. 82694 has met all applicable criteria.

It is recommended that the City Council adopt Resolution No. 7472 (refer to Attachment No. 1) with a Categorical Exemption under the California Environmental Quality Act (“CEQA”) approving Final Parcel Map No. 82694 and accepting a dedication for sidewalk purposes for a three-unit multi-family residential condominium subdivision at 828 W. Naomi Avenue.

## **DISCUSSION**

Tentative Parcel Map No. 82694 was conditionally approved by the Planning Commission on April 28, 2020. Final Parcel Map No. 82694 will accommodate the subdivision of a three-unit multi-family residential condominium within a 10,100 square foot lot and offer a five-foot wide dedication at the front of the property to the City for street and sidewalk purposes – refer to Attachment No. 1. According to Development

Code Section 9105.03.110, tentative parcel maps are valid for 24 months after the effective date. Additionally, due to the impacts from the COVID-19 pandemic, the Applicant applied for an extension to the tentative parcel map, which was approved on April 13, 2022, to extend the expiration date of the map for an additional 12 months. Therefore, the tentative parcel map for this project will expire on May 12, 2023.

Project construction has been completed and a Certificate of Occupancy will not be issued until the map has been approved and recorded by the Los Angeles County Recorder's Office. The map has been reviewed by the Los Angeles County Department of Public Works – refer to Attachment No. 2. The map has been found to be in substantial compliance with both the tentative map, as conditionally approved by the Planning Commission, and the subdivision regulations of the City's Development Code and the State Subdivision Map Act.

### **ENVIRONMENTAL ANALYSIS**

Final Map No. 82694 is categorically exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to Section 15332 of the CEQA Guidelines as an infill development project. The Planning Commission affirmed this finding and conditionally approved Tentative Parcel Map No. 82694 at its regular meeting on April 28, 2020.

### **FISCAL IMPACT**

There will be no fiscal impact incurred by the City as a result of this action.

### **RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 7472 with a Categorical Exemption under the California Environmental Quality Act ("CEQA") approving Final Parcel Map No. 82694 and accepting a dedication for sidewalk purposes for a three-unit multi-family residential condominium subdivision at 828 W. Naomi Avenue.

Approved:

  
Dominic Lazzaretto  
City Manager

Attachment No. 1: Resolution No. 7472 with Final Parcel Map No. 82694  
Attachment No. 2: Letter of Compliance from Los Angeles County

RESOLUTION NO. 7472

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, ACCEPTING A DEDICATION FOR STREET AND SIDEWALK PURPOSES AND APPROVING FINAL PARCEL MAP NO. 82694 WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A THREE-UNIT MULTI-FAMILY RESIDENTIAL CONDOMINIUM SUBDIVISION AT 828 W. NAOMI AVENUE

WHEREAS, on April 28, 2020, Tentative Parcel Map No. 82694 was approved by the Planning Commission of the City of Arcadia, with a condition to dedicate a five-foot wide strip of land along the property frontage for street and sidewalk purposes at 828 W. Naomi Avenue; and

WHEREAS, Final Parcel Map No. 82694 has been reviewed by the Los Angeles County Department of Public Works and the map has met all the requirements to offer a five-foot wide dedication along the frontage of W. Naomi Avenue to the City of Arcadia for street and sidewalk purposes, as shown attached in Exhibit "A" (Parcel Map No. 82684).

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

SECTION 1. That certain property located in the City of Arcadia, County of Los Angeles, State of California, which constitutes a five-foot wide dedication along the W. Naomi Avenue property frontage for street and sidewalk purposes as shown on attached Exhibit "A" (Parcel Map No. 82694), is hereby accepted by the City of Arcadia.

SECTION 2. The City Council of the City of Arcadia determines that the Project is Categorically Exempt under the California Environmental Quality Act ("CEQA") as a Class 15 Categorical Exemption for a minor land division per Section 15315 of the CEQA

Guidelines, and approves Final Parcel Map No. 82694 for a three-unit multi-family residential condominium subdivision located at 828 W. Naomi Avenue.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 6th day of December, 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

1 PARCEL  
10,073 SQ. FT. (GROSS)  
9,573 SQ. FT. (NET)

PARCEL MAP NO. 82694

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 6,  
BLOCK "A" OF SANTA ANITA LAND COMPANY'S  
TRACT, AS PER MAP RECORDED IN BOOK 6,  
PAGE 137, OF MAPS, IN THE OFFICE OF THE  
COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

NOEL PARK LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)

*[Signature]*  
CHING-I KAO (MANAGER)

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 NOVEMBER, 2018, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ERIC LIN, ON NOVEMBER 19, 2018. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. ALL CENTERLINE MONUMENTS NOTED AS "SET" ARE IN FILE IN THE OFFICE OF THE CITY ENGINEER.

*[Signature]*  
JACK C. LEE, LS 8407

Aug 30, 2022  
DATE



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 8/31/2022 BEFORE ME, MANDY NGO, A NOTARY PUBLIC, PERSONALLY APPEARED [Signature] 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/HE/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: [Signature]  
PRINTED NAME: MANDY NGO

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION NO. 2375074 MY COMMISSION EXPIRES: 9/20/2025

BASIS OF BEARING NOTE:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N80°27'15"E OF THE CENTERLINE OF NAOMI AVENUE, AS SHOWN ON TRACT NO. 49376 RECORDED IN BOOK 1188, PAGES 59 AND 60 OF MAPS, RECORDS OF SAID COUNTY.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND 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.

DATE \_\_\_\_\_ CITY ENGINEER, CITY OF ARCADIA  
PHILIP A. WRAY  
LS 7305 EXPIRES: 12-31-2022

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.

DATE \_\_\_\_\_ CITY TREASURER  
CITY OF ARCADIA

PLANNING COMMISSION'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE TENTATIVE MAP OF PARCEL MAP NO. 82694 WAS APPROVED AT A MEETING HELD ON THE 28TH DAY OF APRIL, 2020. I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY COMPLIES WITH THE PREVIOUSLY APPROVED TENTATIVE MAP.

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.

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 \_\_\_\_\_ APPROVED THE ATTACHED MAP AND ACCEPTED THE DEDICATION TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

DATE \_\_\_\_\_ CITY CLERK - CITY OF ARCADIA

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; 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 SURVEYOR

BY \_\_\_\_\_ DATE \_\_\_\_\_  
FABRIZIO G. PACHANO, DEPUTY  
L.S. NO. 7274

SIGNATURE OMISSION NOTES:

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 66436(a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED, AS THEIR INTEREST CAN NOT RIPEN INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

SANTA ANITA LAND COMPANY, HOLDER OF AN EASEMENT FOR WATER PIPELINES, BY DEED RECORDED IN BOOK 2808 PAGE 164, OF DEEDS, RECORDS OF LOS ANGELES COUNTY. SAID EASEMENT IS INDETERMINATE IN NATURE.

EDWARD C. CRIBB AND R.J. BRODEK, HOLDER OF AN EASEMENT FOR WATER LINES, BY DEED RECORDED IN BOOK 3036 PAGE 192, OF DEEDS, RECORDS OF LOS ANGELES COUNTY. SAID EASEMENT IS INDETERMINATE IN NATURE.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES, BY DEEDS RECORDED FEBRUARY 9, 1962, IN BOOK D-1508, PAGE 768, AS DOCUMENT NO. 4427, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

ALEXANDER SECRETO AND SARAH N. SECRETO, HOLDER OF AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES, BY DEED RECORDED MARCH 14, 1962 IN BOOK D1542 PAGE 951, AS DOCUMENT NO. 1277, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

AMERICAN CAPITAL CORPORATION, HOLDER OF AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES, BY DEED RECORDED APRIL 3, 1962 IN BOOK D-1568 PAGE 435, AS DOCUMENT NO. 3540, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

FOREST MAX PAUL AND CHARLETT A. PAUL, HOLDER OF AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES, BY DEED RECORDED JUNE 28, 1962 IN BOOK D1685 PAGE 925, AS DOCUMENT NO. 1296, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

CONDOMINIUM NOTE:

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 3 UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66462 AND 66463 OF THE SUBDIVISION MAP ACT.

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

BY \_\_\_\_\_ DEPUTY \_\_\_\_\_ DATE \_\_\_\_\_

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ 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. 82694 AS REQUIRED BY LAW.

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

BY \_\_\_\_\_ DEPUTY \_\_\_\_\_ DATE \_\_\_\_\_

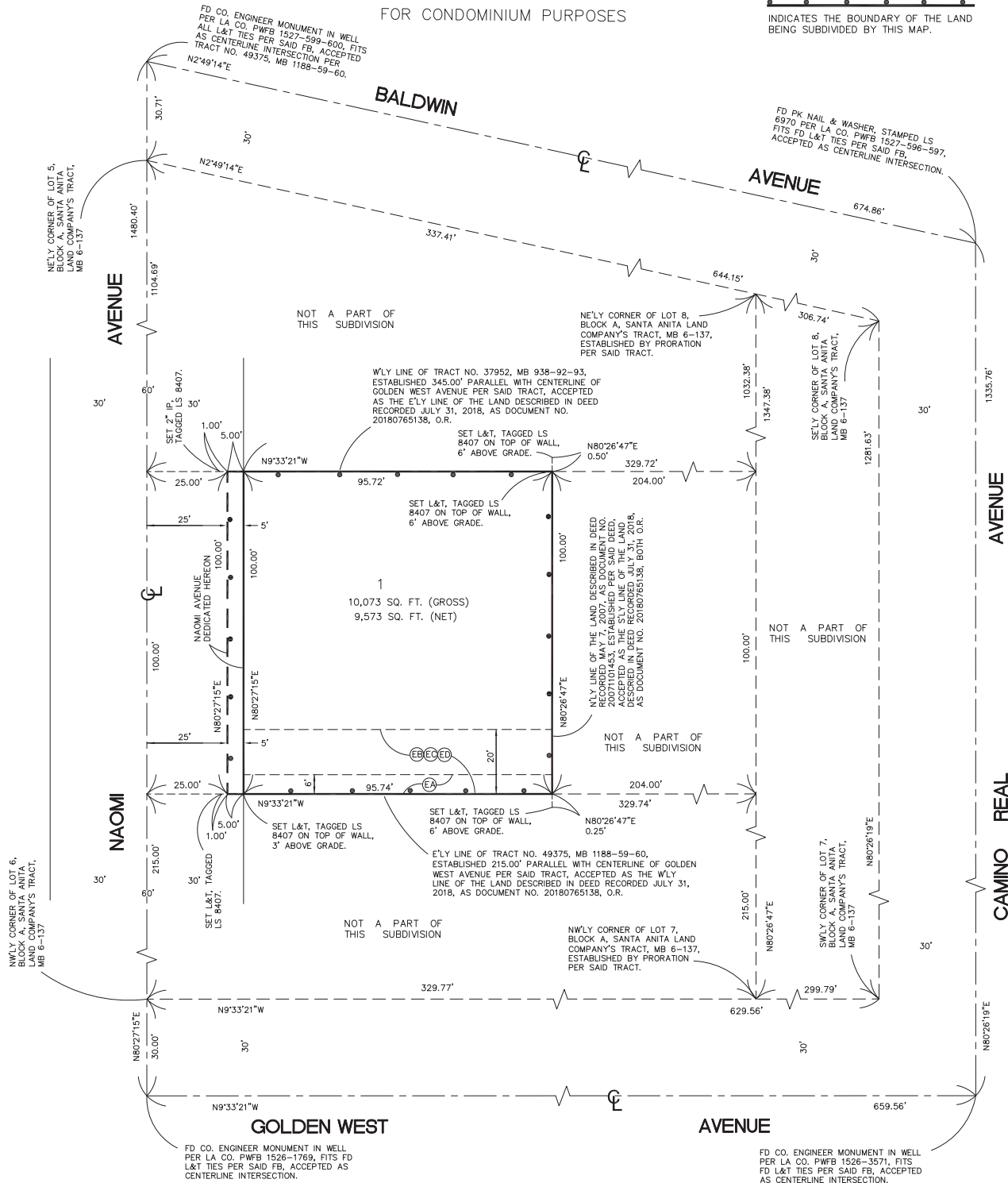


# PARCEL MAP NO. 82694

IN THE CITY OF ARCADIA  
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
 FOR CONDOMINIUM PURPOSES

## LEGEND

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



### EASEMENT NOTES

- (EA) 6' WIDE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, FOR PUBLIC UTILITY PURPOSES, BY DEEDS RECORDED FEBRUARY 9, 1962, IN BOOK D-1508, PAGE 768, AS DOCUMENT NO. 4427, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
- (EB) 20' WIDE EASEMENT TO ALEXANDER SECRETO AND SARAH N. SECRETO, FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES, BY DEED RECORDED MARCH 14, 1962 IN BOOK D1542 PAGE 951, AS DOCUMENT NO. 1277, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
- (EC) 20' WIDE EASEMENT TO AMERICAN CAPITAL CORPORATION, FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES, BY DEED RECORDED APRIL 28, 1962 IN BOOK D-1665, PAGE 435, AS DOCUMENT NO. 3540, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.
- (ED) 20' WIDE EASEMENT TO FOREST MAX PAUL AND CHARLETT A PAUL, FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES, BY DEED RECORDED APRIL 28, 1962 IN BOOK D-1566 PAGE 435, AS DOCUMENT NO. 3540, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.





MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

September 6, 2022

IN REPLY PLEASE

REFER TO FILE:

**LD-2**

Mr. Philip Wray  
City Engineer  
City of Arcadia  
P.O. Box 60021  
Arcadia, CA 91006-6021

Dear Mr. Wray:

### **PARCEL MAP 82694**

Parcel Map 82694 has been reviewed and approved by Public Works for mathematical accuracy, survey analysis, title information, and for compliance with the Subdivision Map Act. It is ready for your examination and certification as to compliance with the conditions of approval and applicable City ordinances.

The City Council or Advisory Agency should make the findings required by the California Environmental Quality Act and the Subdivision Map Act.

After your approval and the approval of the City Council or Advisory Agency, the final map should be returned to Los Angeles County Public Works, Land Development Division, for filing with the Registrar-Recorder/County Clerk's office.

If you have any questions, please contact Ms. Anait Pogosyan of Public Works, Land Development Division, at (626) 458-4915 or [apogosya@pw.lacounty.gov](mailto:apogosya@pw.lacounty.gov).

Very truly yours,

MARK PESTRELLA, PE  
Director of Public Works

*for*

ARTHUR VANDER VIS, PE  
Assistant Deputy Director  
Land Development Division

AP:kt

P:\LDPUB\SUBMAP\LETTERS\CITY LETTERS - PARCEL MAPS\82694-CITY LETTER (ARCADIA).DOC



# STAFF REPORT

Development Services Department

**DATE:** December 6, 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, Associate Planner

**SUBJECT:** PARTICIPANT AGREEMENT WITH THE COUNTY OF LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM 7 (“LARIAC7”) FOR DIGITAL AERIAL IMAGERY AND DATASET ELEVATION FOR THE CITY’S GEOGRAPHIC INFORMATION SYSTEM IN THE AMOUNT OF \$47,583  
**CEQA: Not a Project**  
**Recommendation: Approve**

## SUMMARY

In 2013, the first citywide Geographic Information System (“GIS”) was implemented, which supports a wide array of land and infrastructure management activities for multiple City departments. The City has contracted with the County of Los Angeles for aerial imagery since 2014. The County of Los Angeles updates its aerial imagery every two to three years and makes its imagery available to cities and other entities that share in the cost of producing the imagery. The latest aerial imagery will be made available in the winter of 2023. The County apportions the cost for participating cities based on population and geographic area. For the City of Arcadia, the cost is not to exceed \$47,583. The budget for this Agreement is included in the Development Services and Public Works Services Departmental operating budgets for Fiscal Year 2022-23.

It is recommended that the City Council approve the Participant Agreement with the County of Los Angeles Imagery Acquisition Consortium 7 (“LARIAC 7”) in the amount of \$47,583, and authorize and direct the City Manager to execute the Participant Agreement.

## BACKGROUND

The County of Los Angeles established the LARIAC program in 2005 and is now in their seventh cycle (“LARIAC7”). Aerial imagery is a fundamental component of the City’s Geographic Information System (“GIS”). The imagery is used by almost every

department in the City as the base for providing topographic and aerial maps to the public, for private development projects, and for general decision making and research.

The City has participated in the last three programs (2014, 2017, and 2020) with the County. Participation in this consortium allows the City to receive updated aerial imagery at a substantial savings compared to acquiring a similar product independently.

## **DISCUSSION**

The County of Los Angeles updates its aerial imagery every two or three years, and LARIAC7 will continue to provide digital aerial imagery and property information for the City's Geographic Information System ("GIS"). Under this contract, the City will continue to receive highly accurate orthogonal and oblique imagery with color infrared, as well as derived data, including building outlines. The data is used as the basis of the City's land management software, permit tracking and issuance system, and Public Works asset management software. It provides detailed property imagery with many layers of information that are critical to infrastructure planning, asset planning, and public information.

For cities, the cost to participate in the LARIAC7 is based upon the city's population and area (square miles). For Arcadia, the total cost for the acquisition of the imagery is \$47,583. This project was not competitively bid because the County of Los Angeles is the only designated coordinating body for collection, sharing, and dissemination of digital imagery to the state, county, and city governments within its boundaries. Due to the joint/shared funding of this project by the participating entities, a sole source award to LARIAC7 for this data is recommended, as it creates a significant cost savings compared to any independent efforts the City could undertake.

## **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), as it can be seen with certainty it will have no impact on the environment. Thus, this matter is exempt under CEQA.

## **FISCAL IMPACT**

The cost of the updated aerial imagery is not to exceed \$47,583 and would be made over two payments; one upon executing the agreement and the second upon delivery of the data. Funding for the LARIAC7 was included in the 2022-23 Fiscal Year Budget and is split between the Development Services Department and Public Works Services Department Operating budgets.

**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 authorize and direct the City Manager to execute the Participant Agreement with the County of Los Angeles Region Imagery Acquisition Consortium 7 (“LARIAC7”), for digital aerial imagery and dataset elevation for the City’s Geographic Information System in the amount of \$47,583.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: County of Los Angeles Imagery Acquisition Agreement (“LARIAC7”)

**PARTICIPANT AGREEMENT BY AND BETWEEN THE  
COUNTY OF LOS ANGELES  
AND PARTICIPATING ENTITIES FOR THE  
LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 7  
("LARIAC7") PROJECT**

**PARTICIPANT AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES  
AND PARTICIPATING ENTITIES FOR THE  
LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 7 ("LARIAC7") PROJECT**

This Participant Agreement (Agreement) is made and entered into by and between the County of Los Angeles (County), a political subdivision of the State of California, and **City of Arcadia**, a California city, special district, agency, or educational institution. Each individual city, district, educational institution, or agency is referred to herein individually as a "Participating Entity" and collectively as the "Participating Entities". The County and the Participating Entities are hereinafter referred to collectively as the "Parties" and each individually as a "Party".

- A. **WHEREAS**, County has planned to acquire new digital orthogonal and oblique aerial imagery in the winter of 2023 Project;
- B. **WHEREAS**, County has become aware that various Participating Entities have similar projects currently underway or plans to undertake similar projects in the near future;
- C. **WHEREAS**, in order to avoid the duplication of efforts and costs by the Parties, the Parties desire to pool their resources to collectively undertake the Project; and
- D. **WHEREAS**, the Parties intend to participate in the Project upon the terms and conditions set forth herein below.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

**1. Purpose**

The purpose of this Agreement is to provide a vehicle for the collective participation in the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data which may include, but are not limited to, products listed in Attachment A ("Digital Data"). It is the intent of the Parties that Digital Data shall be acquired under this Agreement for areas within the County of Los Angeles covered by the jurisdictions of the Parties.

**2. Responsibilities of the County**

- A. Identify and provide specifications for Digital Data (or their derivatives) to the contractors hired to complete the Project.
- B. Develop all necessary procurement documents for necessary services to be provided by one or more qualified contractors in connection with the acquisition and administration of the Digital Data.
- C. Select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and thereafter, manage the entire acquisition and administration of the Project.
- D. With the assistance of one or more selected contractors, provide Quality Control (QC) for all Digital Data delivered under this Agreement.
- E. Arrange for the delivery of the Digital Data (or portions thereof) to the Participating Entity upon Project completion.
- F. Provide monthly reports to the Participating Entities on the status of the Project.

**3. The Participating Entity Has the Right to**

- A. Participate in identifying and providing technical specifications for the Digital Data (or their derivatives).
- B. Provide currently available geodetic points (with necessary standards and accuracy) for County's QC process.
- D. Acquire additional digital aerial products from the contractors through this Agreement, provided that a Statement of Work is provided. County assumes no liability for the completion of these products.

**4. Mutual Responsibilities; Maximum Contribution**

The Parties shall be mutually responsible for the following:

- A. Financing the acquisition and administration of the Digital Data including, but not limited to, costs related to QC and the subsequent distribution thereof. The total cost of such acquisition and administration (Total Cost) shall be allocated among the Parties and the Participating Entities. The portion of the Total Cost allocated to a Party hereunder shall be hereinafter referred to as the Party's "Maximum Contribution." Each Participating Entity will transfer its Maximum Contribution to a LARIAC account which has been established by the County for this Project (LARIAC Account) and as further described in Paragraph 5 of this Agreement.

**The Maximum Contribution of the Participating Entity shall be \$47,583.**

B. In the event the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection with the Project, each Participating Entity shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to the County by such Participating Entity) in its entirety.

**5. Payment of Maximum Contribution; Administration of LARIAC Account**

A. A Participating Entity shall have the following options in paying its Maximum Contribution to the County hereunder:

- i. The Participating Entity may elect to pay its Maximum Contribution to County in its entirety upon execution of this Agreement.
- ii. The Participating Entity may elect to pay its Maximum Contribution to County as follows: (a) fifty percent (50%) of the Maximum Contribution upon its execution of this Agreement; and (b) fifty percent (50%) upon delivery of the Digital Data to the Participating Entity.

B. The LARIAC Account established by the County in connection with the Project, shall be subject to the following:

- i. All funds held in the LARIAC Account shall be used solely for the payment of contractors selected by County to provide goods and services in connection with the Project.
- ii. Any funds held in the LARIAC Account not expended upon the completion of the Project or the termination of this Agreement shall be held, administered, and returned to Parties based on their prorated contribution to the total costs of the Project.

**6. General Terms and Conditions**

A. This Agreement shall take effect upon execution and shall remain in effect through final delivery of all Digital Data and through the duration of the license-use term.

B. The term of this Agreement may be extended by an Amendment to this Agreement.

C. It is the intention of the Parties that the Participating Entity shall receive, with the delivery of the Digital Data, an unlimited irrevocable perpetual, royalty-free license. The license may be used to, modify, edit, reuse, reproduce, translate, create derivatives, compile, other works based upon the Digital Data,



and combine the data with other contents selected by the Participating Entity in its own operation, with an unlimited number of seats; including, but not limited to Internet and intranet applications, copying, and printing.

D. The Participating Entity shall have the right to transfer, sublicense, and distribute any form of media either now known or hereinafter desired the Digital Data to its subcontractors or consultants on projects which are outsourced from its own operations. In this connection, the Participating Entity shall require each subcontractor or consultant to whom the Digital Data is transferred to execute a written acknowledgement and agreement to abide by such Participating Entity's license to use the Digital Data. Such acknowledgement and agreement is provided in Attachment B (Los Angeles Regional Imagery Acquisition Consortium (LAR-IAC) 7 Authorized User Confidentiality and Non-Disclosure Agreement).

E. Notwithstanding any provision of this Agreement to the contrary, a Participating Entity shall not have the right to sell, resell, or otherwise transfer its license to use the Digital Data to any other person or entity.

F. This Agreement may be amended or modified by County only after collaboration and consultation with the Participating Entities.

G. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained. This Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties.

H. No Party may terminate its participation under this Agreement after the execution of contract(s) for the acquisition of the Digital Data without the prior written consent of County.

I. Any other California city, special district, agency, or educational institution may become a Participating Entity under this Agreement if:

- (i) Such entity executes this Agreement, and
- (ii) Such entity makes its Maximum Contribution to County as provided for under this Agreement. Any such contribution shall be deposited into the LARIAC Account and administered in accordance with subparagraph 5.B of this Agreement.

J. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective party to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Participant Agreement for the Los Angeles Region – Imagery Acquisition Consortium 7 Program on the date indicated below.

PARTICIPANT ENTITY  
City of Arcadia

COUNTY OF LOS ANGELES  
INTERNAL SERVICES DEPARTMENT

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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



# STAFF REPORT

## Recreation and Community Services Department

**DATE:** December 6, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Sara Somogyi, Director of Recreation and Community Services  
Candice Cheung, Assistant Director of Recreation and Community Services

**SUBJECT:** LA SALLE COLLEGE PREPARATORY PROPOSAL FOR IMPROVEMENTS TO ORANGE GROVE PARK TENNIS COURTS  
**CEQA: Not a project**  
**Recommendation: Accept**

### **SUMMARY**

La Salle College Preparatory ("LA SALLE") secured bids to improve the Orange Grove Park tennis courts at 1440 N. Baldwin Avenue. LA SALLE will enter into a contract with the vendor and pay for the improvements to replace three center tie-downs and to resurface and reline the tennis courts. In exchange for these improvements, LA SALLE will enter into an Adopt-a-Facility Agreement with the City for a period of 10 years, and has requested annual use of three tennis courts at Orange Grove Park from August through April, Monday-Friday from 2:30-5:30pm, and 8:00am-4:00pm during the month of July.

It is recommended that City Council accept the La Salle College Preparatory proposal for improvements to the Orange Grove Park tennis courts, subject to the conditions of the Agreement, at a value of approximately \$68,900.

### **DISCUSSION**

Over the past 20 years, LA SALLE has utilized the Orange Grove Park tennis courts in Arcadia for their programming. In 2011, LA SALLE resurfaced the tennis courts under an Adopt-a-Facility Agreement. Since 2011, this location has served as the home site for LA SALLE youth practices and games, without creating any conflicts with the general public or contract class use.

LA SALLE has recognized some areas of potential improvements for the facility and submitted a proposal to improve the tennis courts. LA SALLE provided the Recreation & Community Services with a written request to complete the contracted improvements at their own expense, without any additional cost to the City. The proposal includes a quote to clean the courts, resurface and paint the courts, stripe the courts, and replace three of

the center tie-downs for the nets. In return, LA SALLE has requested priority use for three of the five tennis courts at Orange Grove Park, from August through April, Monday-Friday, between 2:30-5:30pm, and from 8:00am-4:00pm during the month of July. LA SALLE understands they must continue to follow the City's bi-annual field allocation process and required procedures. In addition, LA SALLE will have an Adopt-a-Field Agreement (Attachment "B"), which outlines the dates and times of the proposed use. The Adopt-a-Field Agreement is a cooperative agreement between the City and LA SALLE which outlines that the organization will make certain improvements in lieu of the customary hourly fees for the use of the facility. This type of agreement is commonly used with the City's three little league organizations for the baseball field used for play and for tennis courts, where there is not a hourly fee established for the facility use by private organizations such as LA SALLE.

The proposed improvements will take approximately seven days to complete, with the work concluding in late-December 2022 or early-January 2023.

### **ENVIRONMENTAL ANALYSIS**

This project is categorically exempt pursuant to the California Environmental Quality Act ("CEQA") under Section 15301 Existing Facilities, as the project involves maintenance to existing tennis courts, with no expansion of use.

### **FISCAL IMPACT**

There will be no fiscal impact to the City of Arcadia since the contract will be entered into by LA SALLE with the contractors completing the proposed work. The City will require a written agreement from LA SALLE outlining the proposed work, insurance requirements, and business license requirements. The City will provide oversight of the project including a review of plans and approval of completed work. The value of this work is approximately \$68,900.

### **RECOMMENDATION**

It is recommended that the City Council accept the La Salle College Preparatory proposal for improvements to the Orange Grove Park tennis courts, subject to the conditions of the Agreement.

Approved:

  
Dominic Lazzaretto  
City Manager

Attachment "A" - LA SALLE Request of Improvements  
Attachment "B" - Adopt-a-Field Agreement  
Attachment "C" - Bid Proposal  
Attachment "D" - Right of Entry Agreement

## Attachment "A"

November 7th, 2022

Candice Cheung  
Assistant Director of Recreation & Community Services  
City of Arcadia | 365 Campus Drive | Arcadia, CA 91007

La Salle College Preparatory would like to submit a formal request to resurface the Tennis Courts at Orange Grove Park in Arcadia. The proposed work would be performed at the cost of La Salle College Preparatory. The City of Arcadia will have no financial responsibility for any of the improvements made at Orange Grove Park in Arcadia. This project will be completed by ...

Summary of Improvements would Include:

1. Hydroblast off existing loose coatings with 10k+ PSI
2. Apply tricoact epoxy primer
3. Apply two coats of acrylic resurfacer with #60 Silica Sand
4. Apply two coats of acrylotex paint.
5. Stripe 5 tennis courts as per USTA with textured white lines
6. Replace 3 center tie downs
7. Replace 300 linear feet of urethane

Please see attached proposal from California Resurfacing Company for additional details:

**Attachment "B"**  
**CITY OF ARCADIA**  
**ADOPT-A-FACILITY AGREEMENT**  
**FOR LA SALLE HIGH SCHOOL OF PASADENA INC**

**PARTIES AND DATE**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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 La Salle High School of Pasadena Inc., a California high school with its principal place of business at 3880 East Sierra Madre Boulevard Pasadena, CA 91107 (hereinafter referred to as "School"). City and School are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

1. City has constructed tennis courts and related facilities at Orange Grove Park, located at 1440 N. Baldwin Avenue, Arcadia, California 91006, as shown in Exhibit "A" attached hereto and is hereinafter referred to as "Facility".
2. School expects to use the Facility in the present and future years.
3. The Parties desire to set forth the rights and responsibilities regarding the use and maintenance of the Facility.

**AGREEMENT**

1. Priority Use

Subject to Section 9 herein, City shall permit School to have priority use of three of the five tennis courts at Facility at any given time with the following timeframes:

- a. School's "in-season" (including pre/post-season maintenance periods), scheduled to run from August – April.
- b. School's summer tennis camp period, scheduled to run in July.

The priority use granted to School by this Agreement is only to allow School to conduct its School sponsored tennis activities at the Facility. No other activity shall be conducted by School or third party at Facility without prior written approval from City. The priority use granted to School does not prohibit the public from utilizing Facility during times outside the priority use time set forth above.

2. City's Responsibilities

- a. Maintain the parking lot that provides access to and from the Facility.
- b. Provide weekly cleaning of Facility to provide a safe environment.
- c. Provide trash pick-up services and furnish refuse containers at the Facility

- d. Provide weed and disease control for the perimeter of Facility upon reasonable request of School.
- e. Provide electrical repairs for Facility lights.
- f. Provide electricity to the Facility at the City's expense.
- g. Provide all plumbing and electrical repairs for Facility, unless repairs are required due to the negligence of School.

3. School's Responsibilities

- a. Ensure all coaches, assistant coaches, and team parents have had a criminal history background check completed and vetted prior to working with children and comply with the applicable provisions of the Arcadia Municipal Code;
- b. Ensure all coaches, assistant coaches, and team parents included on the list of mandated reporters are provided with a statement, informing them that they are a mandated reporter and informing them of their obligations to report suspected cases of abuse and neglect pursuant to California Penal Code Section 11166.5
- c. Use Facility with care and be responsible for replacement and/or repair of items, including but not limited to gates and nets, that are broken or damaged due to the negligence of School.
- d. Purchase all supplies and equipment necessary for accomplishing School's responsibilities.
- e. Provide a written request to the City for approval of modifications or repairs to Facility, including fencing, windscreens, and/or resurfacing of tennis courts.
- f. Abide by a good neighbor policy – No music past 10 p.m.
- g. Provide portable restrooms at Facility.

4. Ownership Of Improvements

All Facility improvements completed by School shall be considered donations to the City for public park purposes. School shall have no ownership interest in Facility improvements.

5. Term Of Agreement

The term of this Agreement shall be ten (10) years commencing on the effective date set forth in Paragraph 19 of this Agreement, unless terminated earlier as provided in Paragraph 15 of this Agreement.

6. Failure To Perform

If School fails to perform its responsibilities set forth in paragraph 3(c) of this Agreement, then City, at its option, may perform such maintenance or repairs and charge School the cost incurred. If City elects to perform said maintenance or repairs, City shall provide written notice to School of its intent to perform said work no less than fourteen (14) days before proceeding with said work. School shall reimburse City for these costs within thirty (30) days after receipt of the bill and supporting receipts, invoices, and check disbursements.



7. Prohibitions

City retains the right to prohibit or stop any activity being conducted by School at the Facility if City deems such activity to be not permitted by this Agreement, a conflict of interest, or a danger to public health, safety, or welfare.

8. Designated Representative(s)

School's President shall be the designated School Representative, and shall be responsible for negotiations, contractual matters, and coordination with the City.

9. Permit Application Process

School will follow the bi-annual field allocation process to secure permits designating School use. School will be required to complete the bi-annual application and attend the allocations meetings. Permits will be issued to School pending a fully executed Agreement. School will not sublet the courts.

10. Modification Of Facility

School shall not modify Facility without prior written approval of City. Any modifications to Facility authorized by City shall be paid for in full by School without any encumbrance or continuing debt. All permanent modifications shall become the property of City. All requests for such approval must include a "Letter of Intent", accompanied by construction drawings and specifications.

11. Relevant Park Regulations

a. No vehicles are allowed on Facility without written City approval. Violators are subject to citation.

b. School shall report any vandalism, criminal offenses, or disturbances to the Recreation & Community Services Department at 626.821.4368 and the Arcadia Police Department at 626.574.5150.

c. No advertising banners shall appear on or at Facility unless first approved in writing through the City's Banner Approval Form and process.

12. Notices

All notices given or required to be given pursuant to this Agreement shall be in writing and must be given by personal delivery, mail, or email with a return receipt acknowledgment. Notice sent by mail or email shall be addressed as follows and shall be effective upon receipt thereof:

CITY:

City of Arcadia  
Attn: Emily Buchanan,  
Recreation Supervisor  
375 Campus Drive  
Arcadia, CA 91007  
ebuchanan@arcadiaca.gov

SCHOOL:

La Salle High School of Pasadena Inc.  
Attn: Perry K. Martin, School President  
3880 East Sierra Madre Boulevard  
Pasadena, CA 91107  
pmartin@lasallehs.org

13. Modification Of Agreement

This Agreement may not be modified or waived, except by a written amendment signed by School and City.

14. Waiver

If at any time one party shall waive any term, provision, or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.

15. Right To Terminate

City may terminate this Agreement with cause showing LSCP Negligible in its responsibilities, in its sole and absolute discretion, with thirty days (30-days) written notice.

16. Governing Law

The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation occurs, then the venue shall be in the Superior Court of Los Angeles County.

17. Litigation Fees

If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.

18. Integrated Agreement

This Agreement represents the entire Agreement between Party, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any successors and assigns. Should any conflict arise, the terms of this Agreement shall control.

19. Effective Date

The effective date of this Agreement is the date it is signed on behalf of City and shall remain in full force and effect until expiration of the term, if not earlier terminated; provided, that the indemnification and hold harmless provisions shall remain in effect after that termination.

20. Hold Harmless

School agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, invitees and agents (collectively, "City persons") from and against any and all third party claims, demands, losses, , or liability of any kind or nature which City may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of School's negligence or willful misconduct in use of Facility. Notwithstanding anything to the contrary in this paragraph, School shall have no obligation to defend, indemnify, and hold harmless any City persons from and against any and all third-party claims, demands, losses, or liability of any kind or nature arising out of the active negligence, sole negligence or willful misconduct of City persons.

21. Insurance

School shall not utilize Facility until they have secured, provided, and received confirmation from City that that all insurance requirements listed below have been met.

a. Commercial General Liability

(i) The School shall take out and maintain, during usage of Facility 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 Schools 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 School 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) School certifies that they are 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 School has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the School 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.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the School 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 School. "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/ \$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

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 School 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) School shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the School 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 School 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 School'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. School shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. School 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 School or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. School hereby waives its own right of recovery against City.

(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 School from liability in excess of such coverage, nor shall it limit the School'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

All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(i) 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 School, 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 School 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 School or City will withhold amounts sufficient to pay premium from School payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the School to provide complete copies of all insurance policies in effect for the duration of the Agreement.

(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.

22. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR ADOPT-A-FACILITY AGREEMENT  
BETWEEN THE CITY OF ARCADIA  
AND LA SALLE HIGH SCHOOL OF PASADENA**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF ARCADIA**

**La Salle High School of Pasadena Inc**

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_  
Perry K. Martin, School President  
La Salle President

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

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

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

EXHIBIT "A"  
ORANGE GROVE TENNIS COURTS





**CALIFORNIA SURFACING**

4457 Oak Lane  
Claremont, CA 91711-2130  
(909) 621-2195 (800) 522-0234 Fax 909-626-4650  
DIR# 1000410300 CSL#404352

**PROPOSAL**

TO: Javier Djeu  
1440 Baldwin Ave  
Arcadia, CA 91007

DATE October 5, 2022

**JOB NAME/LOCATION**

La Salle High School  
1440 Baldwin Ave., Arcadia, CA

1. Hydroblast off existing loose coatings with 10,000+ PSI.
2. Apply Ti-coat epoxy primer
3. Apply two coats of acrylic resurfacer with #60 silica sand.
4. Apply two coats of acrylotex paint.
5. Stripe 5 tennis courts as per USTA with textured white lines.
6. Replace 3 center tie downs.
7. Replace 300 linear feet of urethane.

Colors to be determined prior to start of work.

NOTE: Price includes prevailing wage rates.

*We Propose* hereby to furnish labor-complete in accordance with the above specs, for the sum of: **\$68,890.00**

Payment to be made as follows: 100% due upon completion

Note: We are not responsible for unknown bird bath patching or low spots.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

X \_\_\_\_\_

Note : This proposal may be withdrawn by us if not accepted within 90 days.

*Acceptance of Proposal*

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

License Number 404352 C61/D47

**GENERAL CONDITIONS**

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The following General Conditions form a part of this proposal. It is not implied herein that these conditions will occur or will prevail on your job. However, through our years of experience on other projects, these conditions have occurred.

**I. CRACKS IN THE COURT**

---

Some cracks in cement and asphalt surfaces expand when the temperature is above 60F and contract when the temperature drops below 50F. This movement will cause the filled cracks on the finished surface to reopen and reappear. This phenomena is beyond our control and is unpreventable.

**II. BUBBLES ON THE FINISHED SURFACE**

---

Cement concrete is porous, thus allowing sub-surface moisture to capillate through the concrete to the surface. When the moisture reaches the surface, it forms small bubbles. These bubbles do not always appear.

**III. POP-OUTS AND SPALLS**

---

Pop-outs and spalls are caused by certain ingredients within the concrete. We repair these failures prior to surfacing the court. After we have finished, other pop-outs and spalls may appear, but not the ones we have repaired. This condition is unpreventable and beyond our control.

**IV. SHOE MARKS**

---

After the courts have been surfaced and opened for play, it is possible for certain tennis shoes to cause marking on the finished surface. Because the surface has sand and is rough, this condition will exist. After the court has been in use and washed a few times, the markings will not become noticeable. All precautions should be taken to keep bicycles, skateboards, roller skates, black rubber shoes, food and drinks off the finished court surface.

**V. COURT CARE**

---

The court should be kept clean from dust, leaves and other debris. This can easily be done, by mechanically blowing off the surface once a week. Wash the courts every two weeks in the early morning or late evening or when the surface is not too hot. Specify that only tennis shoes be worn on the surface. (No running shoes) Do not wash courts for three weeks after we finish.

## VI. GUARANTEE

---

All workmanship and materials are guaranteed for one year against chipping or peeling, by natural causes (not racquets). The items listed above, which are unpreventable and beyond our control, are not included in our guarantee.

Richard S Hottel / Owner

**Attachment "D"**

**RIGHT OF ENTRY AGREEMENT**

This Right of Entry Agreement ("Right of Entry") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF ARCADIA, a California charter city and municipal corporation ("CITY") and La Salle Preparatory ("LA SALLE"). CITY and LA SALLE are sometimes individually referred to in this Right of Entry as "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, CITY is the owner in fee of that certain real property commonly referred to as ORANGE GROVE TENNIS COURTS, in the City of Arcadia, California ("Property"); and

B. WHEREAS, LA SALLE desires to obtain CITY'S permission and CITY wishes to grant LA SALLE permission to enter onto Property and cause to be provided contracted services to resurface the Property ("Improvements"); and

C. WHEREAS, LA SALLE desires and intends to retain the services of California Resurfacing ("Contractor"), under separate contract, to provide said Improvements. The Improvements are more specifically set forth in Exhibit "A", attached hereto and incorporated herein by reference; and

D. WHEREAS, the Parties desire and intend to enter into this Right of Entry whereby CITY will allow LA SALLE, its officials, employees, agents, and Contractor, to enter Property for the purpose of installing the Improvements in accordance with the terms set forth herein;

NOW, THEREFORE, CITY and LA SALLE do hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above. Said Recitals are incorporated herein by reference.

2. Right of Entry. CITY hereby grants to LA SALLE and its officials, employees, agents, and Contractor, a permit and temporary right to enter onto Property for the purpose cleaning, resurfacing, painting, re-striping and replacing center tie-downs and for no other purpose. The right to enter Property shall be subject to the following terms and conditions:

a. Any property of CITY damaged or destroyed by LA SALLE, or its officials, employees, agents or Contractor, incident to the exercise of the privileges herein granted, shall be promptly repaired or replaced by LA SALLE, or in lieu of such repair or replacement, LA SALLE shall, if so required by the CITY'S City Manager, pay to CITY

money in an amount sufficient to compensate for the loss sustained by CITY or by reason of damage to or destruction of CITY property.

b. All tools, equipment, and other property taken onto or placed upon Property by LA SALLE, its officials, employees, agents or Contractor, shall be removed upon expiration of this Right of Entry in accordance with Section 3 below. LA SALLE and Contractor are solely responsible for securing any tools, equipment, and other chattel on Property.

c. Improvements shall be made without any cost or expense to CITY and shall be paid by LA SALLE. LA SALLE shall be responsible for payment of the full amount therefor and any approved change orders.

d. LA SALLE shall provide CITY all proposed plans and specifications for the improvements (including colors and products) for CITY approval at least ten (10) business days prior to commencement of work. LA SALLE shall not commence work on the Improvements unless LA SALLE has first received CITY'S written approval of such plans and specifications.

e. LA SALLE agrees to communicate with CITY Recreation & Community Services Department ("Department") as to all requests to close/lock any portion of Property and to deviate from the plans and specifications for the Improvements, as approved by the CITY.

3. Term. This Right of Entry shall be effective from the date first set forth above and shall expire on February 1, 2023, unless earlier terminated as provided herein.

4. Liens. LA SALLE shall not permit to be placed against Property, or any part thereof, any design professionals', mechanics', materialmen's, laborers' contractors' or subcontractors' liens with regard to LA SALLE'S actions upon Property under this Right of Entry. LA SALLE agrees to hold CITY harmless from and against any loss or expense, including, without limitation, reasonable attorneys' fees and costs, arising from or related to any such liens which might be filed against Property.

5. Compliance with Laws/Permits. LA SALLE shall, in all activities undertaken pursuant to this Right of Entry, comply, and ensure that its Contractor, agents and employees comply, with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, LA SALLE, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities LA SALLE desires to conduct or have conducted pursuant to this Right of Entry.

6. Insurance. LA SALLE shall, prior to any work being performed on Property pursuant to this Right of Entry, obtain for itself, and require Contractor and any consultant entering Property on its behalf to obtain, insurance of the type, containing the provisions and in the amounts described in Exhibit "B" attached hereto and incorporated herein by reference.

7. Release. LA SALLE hereby releases and waives, and shall be deemed to have released and waived, on behalf of itself and all permittees, any and all present or future claims, causes of action, or demands against CITY, its officials, officers, employees, volunteers and agents, that LA SALLE and/or permittees now have or may hereafter accrue on account of, or in any way growing out of or in connection with, any and all known and unknown, or seen and unforeseen, bodily and personal injuries, including death, or property damage and the consequences thereof, resulting or which may result from any acts or omissions of LA SALLE and/or permittees upon Property or the use of any equipment or procedures while on, entering, or leaving Property. With respect to the release and waivers set forth in this paragraph, LA SALLE, on behalf of itself and all permittees, hereby expressly waives the provisions of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. Indemnification.

a. LA SALLE hereby agrees to indemnify, defend, assume all liability for and hold harmless CITY and its officials, officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which may be caused by LA SALLE'S activities pursuant to this Right of Entry or arising out of or in connection with such activities, whether such activities or performance thereof is by LA SALLE, Contractor or anyone directly or indirectly employed or anyone else under contract with LA SALLE, and whether such damage or claim shall accrue or be discovered before or after the termination of this Right of Entry. LA SALLE specifically, and not by way of limitation, agrees that it shall be responsible for the clean up of Property upon completion of Improvements pursuant to this Right of Entry. The indemnity and other rights afforded to CITY by this section shall survive the revocation or termination of this Right of Entry.

b. LA SALLE shall require that Contractor agree to indemnify defend, assume all liability for and hold harmless CITY and its officials, officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which may be caused by Contractor's activities pursuant to this Right of Entry or arising out of or in connection with such activities, whether such activities or performance thereof is by Contractor, or anyone directly or indirectly employed or under subcontract with Contractor, and whether such damage or claim shall accrue or be discovered before or after the termination of this Right of Entry. LA SALLE shall also require that Contractor agree that the indemnity and other rights afforded to CITY by this section as against Contractor shall also survive the revocation or termination of this Right of Entry.

9. Maintenance and Repair. CITY shall, at its own cost, exercise reasonable measures to repair and maintain Improvements on Property at all times Property is used for purposes consistent with said Improvements. CITY does not guarantee, warrant or represent that Property will continue to be used for purposes described in this Right of Entry.

10. Inspection. CITY and its representatives, employees, agents or contractors may enter and inspect Property or any portion thereof or any Improvements made thereon at any reasonable time to verify LA SALLE'S compliance with the terms and conditions of this Right of Entry.

11. No Real Property Interest. It is expressly understood that this Right of Entry does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in Property to LA SALLE or Contractor. This Right of Entry is not exclusive and CITY specifically reserves the right to grant other rights of entry on and within the vicinity of Property.

12. Attorneys' Fees. In the event of a dispute between the Parties with respect to the terms or conditions of this Right of Entry, the prevailing Party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

13. Revocable License and Termination. Notwithstanding any improvements made by LA SALLE or Contractor to Property or any sums expended by LA SALLE or Contractor in furtherance of this Right of Entry, the right of entry granted herein is revocable and may be terminated by CITY in accordance with the terms herein.

a. This Right of Entry shall terminate pursuant to its expiration date, or may be terminated at any time by CITY upon 48 hours written notice provided to LA SALLE.

b. In cases of an emergency or a breach of this Right of Entry by LA SALLE, this Right of Entry may be terminated by CITY immediately.

c. This Right of Entry may only be extended, modified or amended by mutual agreement of the Parties expressed in writing and signed by a duly authorized representative of each of the respective Parties hereto.

14. Notice. Any notice hereunder to be given by LA SALLE to CITY shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed to City Manager, City of Arcadia, 240 W. Huntington Dr., Arcadia, California 91007. Any notice to be given hereunder by CITY to LA SALLE shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed to Santa Anita Little League P.O. Box 1050 Arcadia, California 91107.

15. Independent Contractor. It is expressly understood that Contractor shall not be an employee of CITY but shall instead be an independent contractor under separate

contract with LA SALLE. LA SALLE assumes all responsibility for supervision of Contractor and warrants that Improvements shall be performed competently and professionally, in accordance with the standards prevalent in Contractor's industry.

16. Continuing Liability. No termination or expiration of this Right of Entry shall release LA SALLE from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination or expiration of this Right of Entry.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, and understanding of the Parties with respect to such subject matter and with respect to any other agreements relating to Property.

18. Authority. The persons signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.

19. Severability of Provisions. If any one or more of the provisions of this Right of Entry shall be held by court of competent jurisdiction to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Right of Entry and shall not affect the validity of the remaining portions of this Right of Entry.

20. Counterparts. This Right of Entry may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**[Signatures on following page]**



**SIGNATURE PAGE  
TO  
RIGHT OF ENTRY AGREEMENT**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Right of Entry on the date first written above.

**THE CITY OF ARCADIA**

**LA SALLE PREPRATORY**

\_\_\_\_\_  
Sara Somogyi  
Director of Recreation &  
Community Services

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

\_\_\_\_\_  
Dominic Lazzaretto  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

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

# EXHIBIT "A" IMPROVEMENTS

## CALIFORNIA SURFACING

4457 Oak Lane  
Claremont, CA 91711-2130  
(909) 621-2195 (800) 522-0234 Fax 909-626-4650  
DIR# 1000410300 CSL#404352

## PROPOSAL

TO: Javier Djeu  
1440 Baldwin Ave  
Arcadia, CA 91007

DATE October 5, 2022

### JOB NAME/LOCATION

La Salle High School  
1440 Baldwin Ave., Arcadia, CA

1. Hydroblast off existing loose coatings with 10,000+ PSI.
2. Apply Ti-coat epoxy primer
3. Apply two coats of acrylic resurfacer with #60 silica sand.
4. Apply two coats of acrylotex paint.
5. Stripe 5 tennis courts as per USTA with textured white lines.
6. Replace 3 center tie downs.
7. Replace 300 linear feet of urethane.

Colors to be determined prior to start of work.

NOTE: Price includes prevailing wage rates.

*We Propose* hereby to furnish labor-complete in accordance with the above specs, for the sum of: **\$68,890.00**

Payment to be made as follows: 100% due upon completion due upon completion

Note: We are not responsible for unknown bird bath patching or low spots.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be incurred only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

X \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 90 days.

*Acceptance of Proposal*

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

License Number 404352 C61/D47

**GENERAL CONDITIONS**

The following General Conditions form a part of this proposal. It is not implied herein that these conditions will occur or will prevail on your job. However, through our years of experience on other projects, these conditions have occurred.

**I. CRACKS IN THE COURT**

Some cracks in cement and asphalt surfaces expand when the temperature is above 60F and contract when the temperature drops below 50F. This movement will cause the filled cracks on the finished surface to reopen and reappear. This phenomena is beyond our control and is unpreventable.

**II. BUBBLES ON THE FINISHED SURFACE**

Cement concrete is porous, thus allowing sub-surface moisture to capillate through the concrete to the surface. When the moisture reaches the surface, it forms small bubbles. These bubbles do not always appear.

**III. POP-OUTS AND SPALLS**

Pop-outs and spalls are caused by certain ingredients within the concrete. We repair these failures prior to surfacing the court. After we have finished, other pop-outs and spalls may appear, but not the ones we have repaired. This condition is unpreventable and beyond our control.

**IV. SHOE MARKS**

After the courts have been surfaced and opened for play, it is possible for certain tennis shoes to cause marking on the finished surface. Because the surface has sand and is rough, this condition will exist. After the court has been in use and washed a few times, the markings will not become noticeable. All precautions should be taken to keep bicycles, skateboards, roller skates, black rubber shoes, food and drinks off the finished court surface.

**V. COURT CARE**

The court should be kept clean from dust, leaves and other debris. This can easily be done, by mechanically blowing off the surface once a week. Wash the courts every two weeks in the early morning or late evening or when the surface is not too hot. Specify that only tennis shoes be worn on the surface. (No running shoes) Do not wash courts for three weeks after we finish.

## VI. GUARANTEE

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All workmanship and materials are guaranteed for one year against chipping or peeling, by natural causes (not racquets). The items listed above, which are unpreventable and beyond our control, are not included in our guarantee.

Richard S Hottel / Owner

**EXHIBIT "B"**  
**INSURANCE PROVISIONS**

LA SALLE shall, prior to any work being performed on Property pursuant to this Right of Entry, obtain and shall require any consultant or contractor entering Property on its behalf to obtain insurance of the type, containing the provisions and in the amounts described below and satisfactory to CITY.

A. Commercial General Liability and Indemnity Insurance. LA SALLE shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Right of Entry Agreement or be no less than two times the occurrence limit. Such insurance shall:

1. Include CITY and its officials, officers, employees, agents, and consultants as additional insureds with respect to the construction of Improvements and Property and shall contain no special limitations on the scope of coverage or the protection afforded to these insureds;

2. Be primary with respect to any insurance or self-insurance programs covering CITY, its officials, officers, employees, agents and consultants; and

3. Contain standard separation of insured provisions.

B. Workers' Compensation Insurance. LA SALLE shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 each accident.

C. Certificates of Insurance. LA SALLE shall, prior to entering Property, furnish CITY with properly executed certificates of insurance and, if requested by CITY, certified copies of endorsements and policies, which clearly evidence all insurance required under this Right of Entry Agreement and provide that such insurance shall be not canceled, allowed to expire or be materially reduced in coverage, except on 30 days' prior written notice to CITY. CITY shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this Right of Entry.

D. Coverage Maintenance. LA SALLE shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this Right of Entry Agreement. Unless otherwise provided for in this Right of Entry Agreement, LA SALLE shall maintain such insurance from the execution of this Right of Entry Agreement until the construction of Improvements are complete.

E. Licensed Insurer. LA SALLE shall place such insurance with insurers having A.M. Best Company ratings of no less than A:VIII and licensed to do business in California, unless otherwise approved, in writing, by CITY.



# STAFF REPORT

Public Works Services Department

**DATE:** December 6, 2022

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Carmen Masud, Deputy Public Works Services Director

**SUBJECT:** RESOLUTION NO. 7470 CASTING ITS VOTES FOR ONE OF THE FIVE CANDIDATES TO REPRESENT ARCADIA AND OTHER CITIES WITH PRESCRIPTIVE PUMPING RIGHTS AS AN ALTERNATE BOARD MEMBER ON THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY  
**CEQA: Not a Project**  
**Recommendation: Select a Candidate and Adopt**

## SUMMARY

The State Legislature under Senate Bill (“SB”) 1679 established the San Gabriel Basin Water Quality Authority (“SGBWQA”) to plan, finance, and implement groundwater treatment programs within the San Gabriel Valley. The SGBWQA is under the direction and leadership of a seven-member board. Five candidates were recently nominated for the office of Alternate Board Member of the SGBWQA. The City of Arcadia may cast its votes for one of the nominated candidates who will represent the interest of cities with prescriptive pumping rights, including Arcadia.

It is recommended that the City Council adopt Resolution No. 7470 casting its six votes for one of the five candidates to represent Arcadia and other cities with prescriptive pumping rights as an Alternate Board Member on the SGBWQA.

## BACKGROUND

The purpose of the SGBWQA is to plan, finance, and implement groundwater remediation activities to clean up contaminated groundwater in the San Gabriel Valley. The Board of the SGBWQA is composed of seven members with three appointed members from each of the three municipal water districts, one elected City Council Member from cities in the San Gabriel Basin with prescriptive pumping rights, one elected City Council Member from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers in the San Gabriel Basin. On October 24, 2022, five candidates were nominated for the office of Alternate Member of the Board, which represents cities with prescriptive pumping rights. Each City has one vote for each 10,000 residents or majority thereof, as determined by the 2010 U.S. Census data. The City of Arcadia has six votes that may be cast for one candidate who will best represent

cities with prescriptive pumping rights. The current Board Member representing cities with prescriptive pumping rights is Azusa Mayor Robert Gonzales. This election is for an Alternate who would attend meetings and make decisions in his absence.

## **DISCUSSION**

The election of the Alternate Board Member will take place during the SGBWQA's regularly scheduled meeting on Wednesday, December 21, 2022. The following five candidates were nominated for the office of Alternate Member of the Board:

1. Victoria Martinez Muela. Elected to El Monte City Council in 2011 and Re-Elected to El Monte City Council on November 3, 2020. Ms. Muela Served in a corporate setting for Toyota and Starbucks Coffee Company. Currently, Ms. Muela is focusing her energy on bringing educational software to early childhood center classrooms statewide.
2. Hector Delgado. Elected to Covina City Council in June 2022. Mr. Delgado has spent 27 years working as a Labor Business Representative advocating for workers and their families. Mr. Delgado has served as a volunteer Police Officer and is an Honorary Deputy Sheriff.
3. Catherine Marcucci. Elected in 2017 to the City of Industry City Council. Ms. Marcucci serves on the Industry Public Utilities Commission, and as the Vice Chair to the Industry Urban-Development Agency and the Industry Public Facilities Authority.
4. Cathy Warner, Elected to the City of Whittier City Council in 2004 and re-elected to the City Council in 2008, 2012, 2016, and 2020. Ms. Warner is a board member for the Whittier Union High School District Educational Foundation, Whittier City School District Educational Foundation, East Whittier City School District Arts Foundation and is Chair of the East Whittier City School District Bond Oversight Committee. Ms. Warner also sits on the Solid Waste Ad Hoc Committee for the Sanitation Districts of Los Angeles County.
5. Jeffrey K Maloney. Elected to Alhambra City Council November 2016, currently serving as Mayor for the City of Alhambra, Clean Power Alliance Board of Directors, Los Angeles County Sanitation Districts Number 2 and Number 16 Board of Directors, Independent Cities Association Member, and League of California Cities Member.

It is recommended that the City Council select a candidate from among the group above and adopt Resolution No. 7470 casting its six votes for one of the five candidates to represent Arcadia and other cities with prescriptive pumping rights as Alternate Board Member on the SGBWQA.

**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**

There is no cost associated with electing an Alternate Member of the Board of the SGBWQA to represent cities with prescriptive pumping rights.

**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. 7470 casting its votes for one of the five candidates to represent Arcadia and other cities with prescriptive pumping rights as an Alternate Board Member of the San Gabriel Basin Water Quality Authority.

Approved:

  
\_\_\_\_\_  
Dominic Lazzaretto  
City Manager

Attachment: Resolution No. 7470



RESOLUTION NO. 7470

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, CASTING ITS VOTES FOR COUNCIL MEMBER HECTOR DELGADO COUNCIL MEMBER OF THE CITY OF COVINA TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS AS AN ALTERNATE MEMBER ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

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

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

WHEREAS, the City of Arcadia is one of the cities in the San Gabriel Basin with prescriptive pumping rights; and

WHEREAS, the City of Arcadia must cast its votes for only one of the official nominees provided by the San Gabriel Basin Water Quality Authority; and

WHEREAS, the City of Arcadia must cast its vote(s) by resolution of the City Council; and

WHEREAS, the resolution of the City of Arcadia casting its votes must be received by the San Gabriel Basin Water Quality Authority no later than December 20, 2022, at 12:00 p.m. with signature required.

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

SECTION 1. The City Council of the City of Arcadia casts its full votes for Council Member Hector Delgado as the alternate member for cities in the San Gabriel Basin with prescriptive pumping rights.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.


Passed, approved and adopted this 6th day of December, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

  
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Stephen P. Deitsch  
City Attorney