

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, April 18, 2023, 6:00 p.m.

Location: City Council Conference Room, 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. 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. 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。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。必须在公布的会议时间前至少提前 30 分钟提交评论意见。

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

Paul P. Cheng, Mayor
April A. Verlato, Mayor Pro Tem
Michael Cao, Council Member
Sharon Kwan, Council Member
Eileen Wang, Council Member

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.

STUDY SESSION

- a. Presentation, discussion, and direction regarding the creation of a City Health Commission.

Regular Meeting City Council Chambers, 7:00 p.m.

1. CALL TO ORDER

2. INVOCATION

Reverend Jolene Cadenbach, Arcadia Congregational Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF CITY COUNCIL MEMBERS

Paul P. Cheng, Mayor
April A. Verlato, Mayor Pro Tem
Michael Cao, Council Member
Sharon Kwan, Council Member
Eileen Wang, Council Member

5. REPORT FROM CITY ATTORNEY REGARDING CLOSED/STUDY SESSION ITEMS

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

7. PRESENTATIONS

- a. Presentation on Air Quality by Vice Chair Michael Cacciotti of the South Coast Air Quality Management District.
- b. Arcadia Police Department’s Awards Presentation recognizing Responding Officers for the event occurring on August 10, 2022.

8. 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.

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

10. 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 April 4, 2023.
CEQA: Not a Project
Recommended Action: Approve
- b. Ordinance No. 2396 related to Text Amendment No. 22-03 amending various sections of Article IX, Chapter 1 of the Arcadia Municipal Code pertaining to Accessory Dwelling Units and Final Parcel Maps with dedications, and amending Article IV, Chapter 6 (Noise Regulation) pertaining to the allowable hours for gardening and landscaping, and Chapter 4 (Property Maintenance and Nuisance Abatement Code) to establish requirements and regulations for non-operating properties in non-residential zones.
CEQA: Exempt
Recommended Action: Adopt

- c. Resolution No. 7484 accepting a dedication for street and sidewalk purposes and approving Final Tract Map No. 83604 for a ten-unit multi-family residential condominium subdivision at 1022 La Cadena Avenue.
CEQA: Exempt
Recommended Action: Adopt
- d. Resolution No. 7485 authorizing submittal of the Fiscal Year 2022-23 Transportation Development Act – Article 4 Claim Forms to receive capital and operating funds for Arcadia Transit.
CEQA: Not a Project
Recommended Action: Adopt
- e. Professional Services Agreements for On-Call Construction Inspection Services with SA Associates, LAE Associates Inc., and KOA Corporation.
CEQA: Not a Project
Recommended Action: Approve

11. CITY MANAGER

- a. Resolution No. 7489 amending the Fiscal Year 2022-23 Operating Budget authorizing an appropriation to amend the Professional Services Agreement with Kimley-Horn and Associates to complete implementation actions required by the City’s adopted Housing Element for the 2021-2029 planning period in the amount of \$185,000, offset by a reduction in the General Fund Reserve in the amount of \$90,000, and extending the contract term to December 31, 2024.
CEQA: Not a Project
Recommended Action: Adopt

12. ADJOURNMENT

The City Council will adjourn this meeting to May 2, 2023, 4:00 p.m. at the Arcadia Police Department Community Room/Emergency Operations Center (“EOC”).

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. Copies of individual Agenda Reports are available via email upon request (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 Numbers(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) 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)。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。

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, APRIL 4, 2023**

CALL TO ORDER - Mayor Cheng called the Closed Session to order at 6:00 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cao, Kwan, Wang, and Cheng
ABSENT: Verlato

It was the consensus of the City Council that Mayor Pro Tem Verlato be excused.

PUBLIC COMMENTS - No one appeared.

Mayor Cheng called for recess at 6:10 p.m.

Mayor Pro Tem Verlato arrived at 6:20 p.m.

Mayor Cheng reconvened at 6:21 pm.

CLOSED SESSION

- a. Pursuant to Government Code Section 54956.9 (d)(1) to confer with legal counsel regarding the matter of Arcadians for Environmental Preservation v. City of Arcadia, Los Angeles County Superior Court (Case No. 20STCP02902).
- b. Pursuant to Government Code Section 54956.9 (d)(1) to confer with legal counsel regarding the potential settlement agreements with opioid distributors, Walgreens Co., Walmart, Inc., and CVS Health Corporation/CVS Pharmacy, Inc., and opioid manufacturers Teva Pharmaceutical Industries Ltd. and Allergan Finance, LLC/Allergan Limited.

No reportable action was taken on the Closed Session Items

The Closed Session ended at 6:52 p.m.

**Regular Meeting
City Council Chambers, 7:00 p.m.**

1. **CALL TO ORDER** – Mayor Cheng called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – Reverend Darwin Ng, Arcadia Police Department Chaplain
3. **PLEDGE OF ALLEGIANCE** – Council Member Cao
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Cao, Kwan, Wang, Verlato, and Cheng
ABSENT: None

5. REPORT FROM CITY ATTORNEY REGARDING CLOSED/STUDY SESSION ITEMS

City Attorney Maurer announced that prior to the Regular Meeting the City Council met in Closed Session to discuss the two items listed on the agenda; he indicated that no reportable action was taken; he noted for the record that the second item listed on Closed Session is on the Consent Calendar for the City Council to take action on.

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto announced that a new updated environmental review of the property for Item 8a was received and distributed to the City Council prior to the meeting.

7. PRESENTATIONS

- a. Presentation of adoptable dog by the Pasadena Humane Society.

8. PUBLIC HEARING

- a. Resolution No. 7477 approving Appeal No. 22-06, and the revised project for a new two-story, traditional single-family house at 1225 Oaklawn Road.
CEQA: Exempt
Recommended Action: Adopt

Planning Services Manager Graham presented the Staff Report.

Mayor Cheng opened the Public Hearing.

Philip Chan, the project architect for the Appellant, appeared and presented revisions made to the project.

There were no other public comments for this public hearing item.

Mayor Cheng closed the Public Hearing.

It was moved by Council Member Cao, seconded by Council Member Kwan, and carried on a roll call vote to adopt Resolution No. 7477, approving Appeal No. 22-06, and the revised project for a new two-story, traditional single-family house at 1225 Oaklawn Road; and find that this resolution is exempt from the requirements of the California Environmental Quality Act (“CEQA”).

AYES: Cao, Kwan, Wang, and Cheng
NOES: Verlato
ABSENT: None

9. PUBLIC COMMENTS

Ringo Suen, an Arcadia resident, appeared and spoke about a vehicle accident he was involved in and thanked Arcadia first responders for such a quick response. Unrelated to his vehicle accident, he indicated that he shared his traffic models with the Arcadia High School and Middle School PTA’s and proposed that City Council start a Traffic Care Commission.

City Manager Lazzaretto, responded to Mr. Suen's concerns and informed Mr. Suen that Arcadia has a Traffic Safety Committee, made up of the City Engineer, and representatives from the Police Department, Public Works Services Department, and the Arcadia Unified School District; he indicated that when safety concerns are raised with the City, those concerns are forwarded to the Traffic Safety Committee so they may be addressed.

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

Council Member Cao announced that he attended the Foothill Transit Authority Meeting. He also noted that he has been in communication with Lt. Juarez, District 5 Commander, to discuss neighborhood safety, and announced that the Arcadia Police Department will be holding an informational neighborhood watch meeting on April 15, from 10 a.m. to 12 noon at the Church of Transfiguration.

Council Member Kwan announced that she attended the Water Education for Latino Leaders "WELL" 11th Annual Statewide Conference, and shared educational information for water management.

Council Member Wang announced that she met with Police Chief Nakamura and City Manager Lazzaretto to discuss safety in the City; that she attended the Asian American and Pacific Islander "AAPI" Women in History Celebration; the UCA Community Foundation Opening Ceremony; and Bing Kong Tong Association of Los Angeles Year of the Rabbit New Year Celebration. She also noted that she donated blood at the Battle of the Badges Blood Drive at the Arcadia Police Station; she met with Karen McNair and walked the Shops at Santa Anita to promote membership to the Arcadia Chamber of Commerce; and that she attended the Pasadena Humane Society Wiggle Waggle Walk & Run.

Council Member Verlato thanked public comment speaker Ringo Suen for coming to report his concern for traffic safety laws; she shared that she missed the last Council Meeting as she took several Arcadia High School students to Sacramento to learn more about legislation; and she noted that the water from the Santa Anita dam has started to divert to the local basins. She announced that she will attend the Homelessness Committee meeting with the San Gabriel Valley COG on April 5, and that later this month, the San Gabriel Valley COG will hold an ad hoc Health Commission Meeting to explore mental health needs and focusing on mental health in local schools. Mayor Pro Tem Verlato offered her condolences for an unfortunate incident involving Council Member Cao at a recent Foothill Transit Authority meeting; and she reminded the public that this Saturday is the Santa Anita Derby Day 5K.

Mayor Cheng announced that Arcadia Rotary Club will have the annual Arcadia Field of Honor May 20-29; he further announced that Concerts in the Park will be held every Thursday starting June 22 through August 3. He expressed well wishes for those celebrating Ramadan and Passover, which begins on April 5, and he further thanked the City Council for working collectively on the Appeal decision that was heard earlier in the meeting.

CONSENT CALENDAR

- a. Regular Meeting Minutes of March 21, 2023.
CEQA: Not a Project
Recommended Action: Approve

- b. Resolution No. 7488 amending the Fiscal Year 2022-23 General Fund Budget and authorizing a supplemental budget appropriation for the purchase of paramedic supplies in the amount of \$25,000, offset by a \$5,000 reduction in the National Opioid Settlement/California Janssen Agreement Fund and a \$20,000 reduction in the American Rescue Plan Act ("ARPA") Fund; and approving a Change Order to the Purchase Order with Life-Assist, Inc.
CEQA: Exempt
Recommended Action: Adopt and Approve
- c. Resolution No. 7491 opting into settlement agreements with distributors of opioids, Walgreens Co., Walmart, Inc., and CVS Health Corporation/CVS Pharmacy, Inc., and opioid manufacturers Teva Pharmaceutical Industries LTD. and Allergan Finance, LLC/Allergan Limited.
CEQA: Exempt
Recommended Action: Adopt
- d. Contract with General Pump Company, Inc. for the inspection and rehabilitation of the Orange Grove Well 5 Project in the amount of \$289,400.
CEQA: Exempt
Recommended Action: Approve
- e. Purchase Order with South Coast Lighting & Design for the purchase of 6.6 Series Streetlight Transformers in the amount of \$87,600.24.
CEQA: Exempt
Recommended Action: Approve
- f. Purchase Order with Core & Main for payment of purchased AMI Radio-Read Water Meters for the City's Annual Meter Replacement Program in the amount of \$298,390.54.
CEQA: Exempt
Recommended Action: Approve

It was moved by Council Member Cao, seconded by Council Member Wang, and carried on a roll call vote to approve Consent Calendar Items 11.a through 11.f.

AYES: Cao, Wang, Kwan, Verlato, and Cheng
NOES: None
ABSENT: None

11. ADJOURNMENT

The City Council adjourned at 7:57 p.m. to Tuesday, April 18, 2023, at 6:00 p.m. in the City Council Conference Room.



Rachelle Arellano
Deputy City Clerk



STAFF REPORT

Development Services Department

DATE: April 18, 2023

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Lisa Flores, Deputy Development Services Director
Prepared By: Alison MacCarley, Assistant Planner

SUBJECT: ORDINANCE 2396 RELATED TO TEXT AMENDMENT NO. 22-03 AMENDING VARIOUS SECTIONS OF ARTICLE IX, CHAPTER 1 OF THE ARCADIA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS AND FINAL PARCEL MAPS WITH DEDICATIONS, AND AMENDING ARTICLE IV, CHAPTER 6 (NOISE REGULATION) PERTAINING TO THE ALLOWABLE HOURS FOR GARDENING AND LANDSCAPING, AND CHAPTER 4 (PROPERTY MAINTENANCE AND NUISANCE ABATEMENT CODE) TO ESTABLISH REQUIREMENTS AND REGULATIONS FOR NON-OPERATING PROPERTIES IN NON-RESIDENTIAL ZONES
CEQA: Exempt
Recommendation: Adopt

SUMMARY

At its regular meeting of March 21, 2023, the City Council introduced Ordinance No. 2396, to amend and update various sections of the City's Municipal Code. The Text Amendment consists of: 1) an update of the Accessory Dwelling Unit Ordinance in the Development Code due to recent changes in State law; 2) changes to the approval process for Final Parcel Maps with Dedications in the Development Code; 3) an amendment to Chapter 6 of the Municipal Code regarding changes to the allowable hours for gardening and landscaping; and 4) an amendment to Chapter 4 of the Municipal Code (Property Maintenance and Nuisance Abatement Code) to establish new requirements and regulations pertaining to non-operating properties in non-residential zones – refer to Attachment No. 2. The Ordinance was unanimously approved by the City Council – refer to Attachment No. 1 for the final draft of the text amendment under Ordinance No. 2396.

ENVIRONMENTAL ANALYSIS

The proposed update to the ADU Ordinance, Final Parcel Map with Dedications, and updates to the Arcadia Municipal Code regarding Noise, Gardening, and Landscaping, and Property Maintenance and Nuisance Abatement, are exempt from the requirements of CEQA pursuant to Section 15061(b)(3), as it can be seen with certainty that the proposed text amendments would not have a significant effect on the environment and thus, are not subject to CEQA review.

RECOMMENDATION

It is recommended that the City Council adopt Ordinance No. 2396, approving Text Amendment No. 22-03 amending various sections of Article IX, Chapter 1 of the Arcadia Municipal Code pertaining to Accessory Dwelling Units and Final Parcel Maps with dedications, and amending Article IV, Chapter 6 (Noise Regulation) pertaining to the allowable hours for gardening and landscaping, and Chapter 4 (Property Maintenance and Nuisance Abatement Code) to establish requirements and regulations for non-operating properties in non-residential zones, with an exemption from the California Environmental Quality Act (“CEQA”).

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Ordinance No. 2396

Attachment No. 2: City Council Staff Report (with no attachments), dated March 21, 2023

Attachment No. 1

Ordinance No. 2396

ORDINANCE NO. 2396

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, RELATED TO TEXT AMENDMENT NO. 22-03 AMENDING VARIOUS SECTIONS OF ARTICLE IX, CHAPTER 1 OF THE ARCADIA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS AND FINAL PARCEL MAPS WITH DEDICATIONS, AND AMENDING ARTICLE IV, CHAPTER 6 (NOISE REGULATION) PERTAINING TO THE ALLOWABLE HOURS FOR GARDENING AND LANDSCAPING, AND CHAPTER 4 (PROPERTY MAINTENANCE AND NUISANCE ABATEMENT CODE) TO ESTABLISH REQUIREMENTS AND REGULATIONS FOR NON-OPERATING PROPERTIES IN NON-RESIDENTIAL ZONES

WHEREAS, the Development Services Department initiated a text amendment to amend and update various sections of the City's Development Code and Municipal Code under Text Amendment No. 22-03 (referred to as "Text Amendment"); and

WHEREAS, the proposed Text Amendment will result in changes to: Article IX, Chapter 1, of the Municipal Code pertaining to Accessory Dwelling Units as shown under Exhibit "A" of this Ordinance; and Final Parcel Maps with Dedications as shown under Exhibit "B" of this Ordinance; and in changes to the Arcadia Municipal Code, Chapter 6 regarding the allowable hours for gardening and landscaping as shown under Exhibit "C" of this Ordinance; and in changes to Chapter 4 (Property Maintenance and Nuisance Abatement Code) establishing new requirements and regulations pertaining to non-operating properties in non-residential zones, as shown under Exhibit "D" of this Ordinance; and

WHEREAS, on January 26, 2022, Planning Services completed an environmental review of the proposed Text Amendment and determined that it is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061 (b)(3) of the CEQA Guidelines, where it can be seen with certainty that the Text Amendment

would not have a significant effect on the environment and, thus, the proposed Text Amendment is not subject to CEQA review; and

WHEREAS, on February 14, 2023, the Planning Commission held a duly-noticed public hearing and considered the Text Amendment; there were no comments from the public concerning the proposed Text Amendment; and

WHEREAS, after the public hearing, the Planning Commission adopted Resolution No. 2114 with a 5-0 vote, recommending that the City Council approve the Text Amendment, and directed staff to forward two of the Planning Commissioners' comments and recommended changes to the City Council; and

WHEREAS, such comments and recommended changes have been considered by the City Council; and

WHEREAS, on March 2, 2023, the City published notice of the City Council public hearing concerning the Text Amendment in a newspaper of general circulation (Arcadia Weekly); and

WHEREAS, on March 21, 2023, the City Council held a duly noticed public hearing on the Text Amendment, at which time all interested persons were given full opportunity to be heard and to present evidence.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. The factual data submitted by the Development Services Department in the March 21, 2023, staff report is true and correct.

SECTION 2. This City Council finds, based upon the entire record, including without limitation to the staff report and related documents presented before the City Council:

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

FACTS: The proposed Text Amendment will be consistent with the General Plan as the purpose of the proposed Text Amendment is to update the City's ADU Ordinance to comply with recently updated State ADUs provisions, expedite processing of final maps with a dedication by authorizing the City Engineer to approve these applications, change hours of operation for landscaping, gardening, and noise, and to implement a program to regulate non-operating nonresidential properties. This Ordinance will improve the condition of existing and future housing opportunities for all Arcadia residents, and remove governmental constraints, and improve the condition of commercial zones by regulating nuisance properties. The goals, policies, and program actions in the Ordinance are consistent with all other Elements of the General Plan in that they further the City's overall goals to create a diverse, sustainable, and balanced community by implementing strategies and programs that maintain Arcadia as a desirable place to live and do business.

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

FACTS: The proposed Text Amendment includes codifying development standards for Accessory Dwelling Units and Junior Accessory Dwelling Units in compliance with new State law. The new development standards and regulations for

Accessory Dwelling Units and Junior Accessory Dwelling Units are consistent with other applicable provisions of the Development Code. The changes to Division 5 of the Development Code will impact the way that Final Parcel Maps with Dedications are processed, and will be consistent with other provisions of the Development Code. Updating the City's regulations regarding landscaping hours on Sundays will not contradict or otherwise conflict with any provisions of the Development Code. Implementing a property maintenance and nuisance abatement program for commercial properties will not be in conflict with any provisions of the Development Code. Therefore, the proposed Text Amendment is internally consistent with other applicable provisions of this Development Code.

SECTION 3. The City Council hereby determines that the Text Amendment is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) which exempts from review where it can be seen with certainty that there is no possibility that the Text Amendment may have a significant effect on the environment and thus, is not subject to CEQA review.

SECTION 4. The City Council hereby adopts the Text Amendment.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance and shall cause a copy of same to be published in the official newspaper of said City within fifteen (15) days after its adoption. This Ordinance shall take effect on the thirty-first (31st) day after its adoption.

[SIGNATURES ON THE NEXT PAGE]

Passed, and adopted this 18th day of April, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Mauer
City Attorney

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EXHIBIT “A”

**Text Amendments to the Development Code – Accessory Dwelling
Units (ADUs)**

Development Code - Division 2 – Accessory Dwelling Units

The new language is shown in “red.” Strikethrough for any language to be deleted.

9102.01.080 Accessory Dwelling Units Amended by Ord. No. 2347

Amended by Ord. 2369 & 2370

Amended by Ord. No. 2375

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

A. Development Standards

1. **General.** Except as identified in this Subsection, accessory dwelling units shall comply with all the development standards (setbacks, lot coverage, height, etc.). All accessory dwelling units shall be clearly subordinate in location and size to the primary structure and consistent in exterior appearance with the primary structure through the use of similar/matching exterior paint colors, material types, and architectural styles. Accessory dwelling units shall have a defined and independent exterior access. An accessory dwelling unit is allowed on a site only when a primary dwelling exists.
2. **Location:** An accessory dwelling unit is permitted on any residentially zoned property if a single-family dwelling or multifamily dwelling exists on the lot or will be constructed in conjunction with the accessory dwelling unit. An accessory dwelling unit may be either attached to the existing dwelling unit, or located within the living area of the existing dwelling or detached from the existing dwelling and located on the same lot as the existing dwelling. A junior accessory dwelling unit (JADU) may only be located within an existing or proposed single-family structure, **including within an attached garage.**
One of the following is allowed:
 1. One Attached ADU (may not be allowed with detached ADU or JADU); or
 2. One Detached ADU or a JADU by itself; or
 3. One Detached ADU with one JADU
3. **Maximum Floor Area and Lot Coverage.** No accessory dwelling unit may cause the total **Floor Area Ratio (FAR)** to exceed 45%, or cause the lot coverage of the lot to exceed 50%. If either requirement would preclude development of an accessory dwelling unit up to 800 square feet in size, the requirement does not apply.

Maximum Rear Yard Lot Coverage in Single-Family Zones: No accessory dwelling unit may cause the rear yard lot coverage to exceed 25%, except if the requirement precludes the development of an accessory dwelling unit of up to 800 square feet in size.

4. Maximum Size

- a. **Accessory Dwelling Unit.** The maximum size of a detached or attached accessory dwelling unit is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms. ~~No more than two bedrooms are allowed.~~

- b. **Junior Accessory Dwelling Unit.** The maximum size within an existing or proposed single-family dwelling is 500 square feet.
- c. An attached accessory dwelling unit that is created on a lot within an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling, unless this would restrict the maximum size of the accessory dwelling unit to be smaller than 800 square feet.
- d. Application of other development standards **in this section**, such as FAR or lot coverage, might further limit the size of the accessory dwelling unit, but **no any application of the percent-based floor area limit in paragraph A.4.c above or of an FAR, lot coverage, or front setback, or open space requirements may require the must yield to the extent necessary to allow an** accessory dwelling unit to be **less than up to** 800 square feet.

5. Maximum Height and Story

- ~~a. A single story attached or detached accessory dwelling unit may not exceed 16 feet in height, measured to the top of the roof ridge.~~
- ~~b. A second story or two story attached accessory dwelling unit may not exceed the height of the primary dwelling.~~
- ~~c. A detached accessory dwelling unit may not exceed one story~~
 - a. **Except as otherwise provided by paragraphs (A)(4)(d)(5)(b) and (c) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height and one story.**
 - b. **A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single-family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit. It may not exceed one story.**
 - c. **A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height. It may not exceed one story.**
 - d. **An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection (A)(4)(d)(5)(d) may not exceed two stories.**
 - e. **For purposes of this subsection (A)(4)(d), height is measured above existing legal grade to the peak of the structure.**

6. Required Setbacks.

- a. Detached and attached accessory dwelling units shall meet the minimum side and rear yard setbacks of at least four (4) feet.
- b. An attached accessory dwelling unit shall meet the same front setback as required for the primary residence.
- c. **A new detached ADU may not be located closer to the front property line than the primary dwelling.**
- d. **A front setback must yield to the extent necessary to allow an accessory dwelling unit to be up to 800 square feet.**

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

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

8. **Fire Sprinklers.** An accessory dwelling unit is required to have sprinklers if the primary dwelling is also required to have fire sprinklers.

B. Permit Procedures for Accessory Dwelling Units and Junior Accessory Dwelling Units. If the accessory dwelling unit does **not** qualify for a Building Permit Only, the procedures specified in Subsection 9102.01.080.B.2, shall be followed.

1. **Building Permit Only.** An accessory dwelling unit or junior accessory dwelling unit is only subject to a building permit when it is proposed on a residential or mixed use zone and meets one of the following scenarios:

- A. **Converted Accessory Dwelling Unit in with Single-Family Dwelling Zones:** ~~Only one~~ : One accessory dwelling unit ~~or as described in this subsection (B)(1)(A) and one~~ junior accessory dwelling unit on a lot with a proposed or existing single family dwelling on it, where the accessory dwelling or junior accessory dwelling unit:

1. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or **(in the case of an ADU only)** within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
2. Has exterior access that is independent of that for the single-family dwelling.
3. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
4. ~~The converted ADU shall not exceed 50% of the livable area of the primary residence. A converted JADU shall not exceed 50% of the livable area of the primary residence nor the maximum permitted size for a junior accessory dwelling unit.~~

- B. **Detached Accessory Dwelling Unit in with Single-Family Dwelling Zones:** One detached, ~~new construction of an~~ **new-construction** accessory dwelling unit on a lot with a proposed or existing single-family dwelling (in addition to any junior accessory dwelling unit that might otherwise be established on the lot under Subsection A), if the detached accessory dwelling unit satisfies the following limitations:

1. The side and rear yard setbacks are at least four (4) feet.
2. The total floor area is 800 square feet or less.
3. The ~~structure~~ **peak height above grade** does not exceed ~~16 feet in height and one story~~ **the applicable height limit in subsection (e)(2) below.**

- C. **Converted Accessory Dwelling Unit in Multifamily Dwellings Zones:** ~~Portions:~~ **One or more ADUs within portions** of existing multifamily dwelling structures that are not used as livable space,

including but not limited to storage rooms, boiler rooms, passageways, attics, basements, communal rooms, or garages, may be if each converted into an accessory dwelling unit if it ADU complies with the state building standards for dwellings. ~~Up to~~ Under this paragraph, at least one converted ADU is allowed within an existing multifamily dwelling, up to a quantity equal to 25 percent of the existing multifamily dwelling units on a lot may have a converted accessory dwelling unit, and at least one (1) converted accessory dwelling unit is allowed within an existing multifamily dwelling structure.

D. **Detached Accessory Dwelling Unit in with Multifamily Dwellings Zones:** No more than two detached accessory dwelling units may be located on a lot that has an existing or proposed multifamily dwelling. Each detached accessory dwelling unit must satisfy the following requirements:

1. The side and rear yard setbacks are at least four (4) feet.
2. The total floor area is 800 square feet or less, and shall not be larger in size than any existing multifamily unit peak height above grade does not exceed the applicable height limit in subsection (e)(2) below.

2. Accessory Dwelling Unit Permit

Any construction that exceeds does not comply with each of the requirements listed above listed in Subsection 1 above (Building Permits Only) shall require a ministerial Zoning Clearance for an Accessory Dwelling Unit. pursuant to the provisions of Section 9107.27 (Zoning Clearance for Accessory Dwelling Units).

3. Process and Timing

- a. A Zoning Clearance for an Accessory Dwelling Unit compliant with the standards of this Section is considered and approved ministerially, without discretionary review or a hearing, unless the unit exceeds the code requirements (e.g. FAR) and is subject to an Administrative Modification.
- b. The City must act on an application within 60 days from the date the City receives a completed application, unless either:
 - i. The Applicant requests for a delay, in which case the 60 day time period is tolled for the period of the requested delay, or
 - ii. A If an accessory dwelling unit or junior accessory dwelling unit application is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application until the City acts on the application for the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit is still considered ministerially without discretionary review or a hearing.
- c. If the city denies an application for an accessory dwelling unit or junior accessory dwelling unit , the city shall, within the time period described above, return in writing a full set of comments to the Applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the Applicant.

1. Impact Fees.

1. Impact Fees. No impact fee is required for an accessory dwelling unit that is less than 750 square feet in size., except for school district impact fees, which may be required for accessory dwelling units greater than 500 square feet.
2. Any impact fee that is required for an accessory dwelling unit that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling, or the

average square footage of the multifamily dwelling units within a multifamily dwelling structure (e.g. the floor area of the primary dwelling, divided by the floor area of the accessory dwelling unit, times the typical fee amount charged for a new dwelling). Impact fees does not include any connection fee or capacity charge for water or sewer service.

D. Utility Fees.

~~1. Converted accessory dwelling units and junior accessory dwelling units on a single family lot that were approved by a building permit only are not required to have a new or separate utility connection directly between the accessory dwelling unit or junior accessory dwelling unit and the utility, nor is a construction fee or capacity charge required unless the accessory dwelling unit is constructed with a new single family home. All accessory dwelling units, except as noted above, require a new, separate utility connection directly between the accessory dwelling unit and the utility. The Director or designee and the Building Official has the discretion to not require a separate connection for certain utilities depending on the circumstances. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the accessory dwelling unit or junior accessory dwelling unit, based on either the floor area or the number of drainage fixture (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system. The fee or charge may not exceed the reasonable cost of providing this service.~~

1. An ADU that is constructed with a new single-family dwelling is considered to be a new residential use and requires a direct connection for all utilities and payment of related connection fees and capacity charges.
2. Aside from D.1 above, the City does not require a direct utility-connection or related fee or charge for any ADU approved under this section.
3. An Applicant must consult any other local agency, special district, or water corporation that will provide utility services to the property to determine what direct-connection requirement, if any, the utility provider requires for the ADU.

E. Owner Occupancy.

~~a. All accessory dwelling units that were created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the accessory dwelling unit was created.~~

1. An accessory dwelling unit that is created after that date **January 1, 2020**, but before January 1, 2025, is not subject to any owner-occupancy requirement.
2. All **Unless applicable law requires otherwise, all** accessory dwelling units that are created on or after January 1, 2025, are subject to an owner-occupancy requirement. A **natural** person with legal or equitable title to the property must reside on the property in a lawful dwelling as the person's legal domicile and permanent residence.
3. All junior accessory dwelling units are subject to an owner-occupancy requirement. A **natural** person with legal or equitable title to the property must reside on the property, in either the primary dwelling or junior accessory dwelling unit, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

F. Nonconforming Accessory Dwelling Units and Discretionary Approval

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

G. Objective Design Standards for Accessory Dwelling Units

Architectural

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

Landscape

- ~~9.~~ **8.** Landscaping **must be provided to provide screening between the ADU and adjacent parcels around the detached ADU along the rear and side property lines and there shall be at least one 15-gallon size plant for every five linear feet of exterior wall** ~~and~~. Landscaping must be drought-tolerant or low water-using plants that utilize ~~a variety~~ **multiple varieties** of drought tolerant resistant grasses, turf substitutes, or ground covers that maintain a living **and** continuous planting area, ~~and provide screening between the ADU and adjacent parcels.~~ Desert landscape or rock garden designs are not allowed.
- ~~10. All landscaping utilized must be taken from the city's approved planting materials listed in the City's Single Family Design Guidelines.~~

Other

- ~~14.~~ **9.** The ADU and primary dwelling must use the same driveway to access the street, unless otherwise required for fire-apparatus access, as determined by the Fire Department. This requirement does not apply to state-exempt ADUs.

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

~~13.~~ 10. ADUs must have clear addressing visible from the street. Addresses must be at least 4 inches high and shall be shown on the curb next to the primary address number.

11. No mezzanines or partial floors, including a loft, shall be allowed.

EXHIBIT “B”

Text Amendments to the Development Code - Subdivisions

Division 5 – Subdivisions

The new language is shown in “red.” ~~Strikethrough~~ for any language to be deleted.

9105.01.060 Advisory Agency

A. Advisory Agency

1. The designated advisory agencies specified in this Subsection shall have the duty of making investigations and reports on the design and improvement of proposed applications for the division of real property and imposing requirements and conditions on these applications, and shall have the authority to act upon the applications as specified below.

Subdivision Review Authorities		Role of Review Authority⁽¹⁾			
Type of Decision	Applicable Section or Subsection	Director	City Engineer	Commission	Council⁽²⁾
Amendments to Approved Tentative Maps	9105.03.120	Decision		Appeal	Appeal
Certificates of Compliance	9105.07.020	Decision	Recommend	Appeal	Appeal
Correction and Amendments to Recorded Maps	9105.03.070		Decision	Appeal	Decision/ Appeal
Extensions of Time – Tentative Maps, in compliance with Section 9105.03.110 (Tentative Map Expiration and Extensions)	9105.03.110	Decision	Recommend	Appeal	Appeal
Final Parcel Maps, Without Dedications	9105.05	Recommend	Decision	Appeal	Appeal
Final Parcel Maps, With Dedications	9105.05	Recommend	Recommend Decision		Decision
Final Tract Maps, Vesting Tract Maps	9105.03.100	Recommend	Recommend		Decision
Lot Line Adjustments	9105.07.030	Decision	Recommend	Appeal	Appeal
Lot Mergers	9105.07.040	Decision	Recommend	Appeal	Appeal
Modifications to Lot Area, Depth, and Width Requirements	9105.09.030			Decision	Appeal
Reversion to Acreage	9105.07.050			Recommend	Decision
Subdivision Improvement Plans	9105.09.060		Decision	Appeal	Appeal
Tentative Tract Maps, Vesting Tentative Maps	9105.03	Recommend		Decision	Appeal
Tentative Parcel Maps, Vesting Tentative Parcel Maps	9105.03	Recommend		Decision	Appeal
Tentative Parcel Maps, With Dedications	9105.05	Recommend		Decision	Appeal
Waiver of Parcel Maps	9105.05.020		Decision	Appeal	Appeal

Notes:

- (1) "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Section 9108.07 (Appeals); "Recommend" means that the review authority makes a recommendation to a higher decision-making review authority.
- (2) Decisions of the Council may not be appealed.

2. Any advisory agency shall have the authority to refer an application to the Commission or Council for action, as indicated in Table 5-1 (Subdivision Review Authorities), below.
3. Notwithstanding the provisions of this Subsection, any application filed in compliance with this Section that has an associated permit application made in compliance with the provisions of this Development Code, and is subject to action by the Commission or Council, shall be subject to those same review and hearing requirements required for the associated permit application, in compliance with Table 7-1 (Review Authority), located within Division 7 (Permit Processing Procedures).

B. Appeal Authorities

1. The Commission shall be the review authority for any appeal of a decision of the City Engineer or Director, except when dealing with any maps containing dedications.
2. The Council shall be the review authority for any appeal of a decision of the Commission.

C. City Engineer. The City Engineer shall be responsible for all of the following:

1. Establishing subdivision and public improvement design and construction details, standards, and specifications.
2. Determining whether proposed subdivision improvements comply with the provisions of this Division and the Act.
3. Inspecting and approving subdivision improvements.
4. Review authority on amendments to recorded maps, extensions of time on tentative maps, final parcel maps **with and** without dedications, lot mergers, subdivision improvement plans, and waiver of parcel maps.
5. Providing assistance to the Director on the review of amendments to approved tentative maps, certificates of compliance, lot line adjustments, lot mergers, and tentative parcel maps without dedications.

D. Director. The Director shall be responsible for all of the following:

1. Accepting certificate of compliance, lot line adjustment, parcel map, reversion to acreage, tentative map, vesting tentative map, and similar applications for processing; and distributing the application materials to appropriate agencies and City departments for review.
2. Investigating tentative map applications for conformity to the General Plan, applicable specific plans, and this Development Code, and in consultation with other City departments, recommending action to the Commission.
3. Conducting environmental analyses related to proposed applications in compliance with the California Environmental Quality Act (CEQA) specified in Public Resources Code Section 21000 et seq.
4. Certifying amended maps, final maps, and reversion to acreage maps for substantial compliance with approved tentative maps.
5. Review authority on amendments to approved tentative maps, certificates of compliance, lot line adjustments, lot mergers, and tentative parcel maps without dedications.

E. Commission. The Commission shall be responsible for all of the following:

1. Taking action to recommend approval, conditional approval, or denial of condominiums/conversions, tentative ~~tract~~ map applications, and reversion to acreage maps to the Council.
2. Hearing appeals of decisions of the City Engineer and Director.
3. Reviewing and taking action to approve, conditionally approve, or deny commercial condominium and residential condominium conversion applications.

F. Council. The Council shall be responsible for all of the following:

1. Accepting offers of dedication and improvements for divisions of land resulting in five or more lots.
2. Review authority on amendments to recorded maps, condominiums/conversions, ~~tentative and final parcel maps with dedications~~, tentative and final tract maps, and reversions to acreage maps.
3. Taking action to approve, conditionally approve, or deny any application referred by another review authority or by appeal, or any land division application with an associated permit application filed in compliance with the requirements of this Development Code.

9105.05.50 Final Tract or Parcel Map Approval and Recordation

After determining that the map is in compliance with Subsection 9105.05.030 (Final Map and Parcel Map Form and Content), above, and is technically correct, the City Engineer shall execute the City Engineer's certificate on the map in compliance with Government Code Section 66442, and forward the map to the City Clerk for Council action in the following manner.

G. Applicable Review Authority. The applicable review authority is specified in Table 5-1 (Subdivision Review Authorities).

H. Review and Approval by the Review Authority

1. **Timing of Review Authority's Review.** The review authority shall approve or deny the map after it receives the map from the City Engineer or, in the case of the Council, at its regular meeting after the meeting at which it receives the map, unless that time limit is extended with the mutual consent of the Director and the subdivider.
2. **Criteria for Approval**
 - a. The review authority shall approve the map if it conforms to all of the requirements of the Act, all provisions of this Development Code that were applicable at the time that the tentative map was approved, and is in substantial compliance with the approved tentative map and all conditions of approval.
 - b. If the map does not conform, the review authority shall not approve the map.
 - c. Where a map does not include any offers for dedication or improvement, the Director shall review the map(s) and shall approve each map if the map conforms to the applicable requirements of the Act and this Section. If the map(s) does not conform, it shall not be approved.

3. **Applicable Ordinances, Policies, and Standards.** In determining whether to approve or deny a map, the review authority shall apply only those ordinances, policies, and standards in effect on the date the proposal for the subdivision was accepted as complete, in compliance with Government Code Section 66474.2.
4. **Action Not to Approve a Final Tract or Parcel Map**
 - a. If a map is not approved due to its failure to meet any of the requirements imposed by the Act or this Section, the denial shall be accompanied by findings identifying the requirements which have not been met or performed.
 - b. Approval of a map shall not be withheld when the failure of the map to comply is the result of a technical and inadvertent error which, in the determination of the Council or, in the case of a map ~~not~~ involving ~~any offers of dedication or improvement~~ **four or fewer parcels**, the Director, does not materially affect the validity of the map.

I. Map with Dedications

1. If a dedication or offer of dedication is required on the map, the Council **or City Engineer** shall accept, accept subject to improvement, or reject, on behalf of the public, of any real property offered for dedication to the public in compliance with the terms of the offer of dedication, at the same time as it takes action to approve the map.
2. If the Council **or City Engineer** rejects the offer of dedication, the offer shall remain open and may be accepted by the Council **or City Engineer** at a later date in compliance with Government Code Section 66477.2.
3. Any termination of an offer of dedication shall be processed in compliance with Government Code Section 66477.2 using the same procedures as specified by Streets and Highway Code Part 3 of Division 9.

J. Map with Incomplete Improvements. If improvements required by this Development Code, conditions of approval, or other applicable laws have not been completed at the time of approval of the map, the review authority shall require the subdivider to enter into an agreement with the City as specified in Government Code Section 66462, and Subsection 9105.09.070 (Improvement Agreement Required), as a condition precedent to the approval of the map.

K. Recording of Final Tract and Parcel Maps

1. After action by the review authority to approve the map, and after the required signatures and seals have been affixed, together with the filing fee(s) in compliance with the Fee Schedule, the City Clerk shall transmit the map back to the City Engineer.
2. The City Engineer shall establish an appointment with the County Recorder for filing.
3. The County Recorder shall oversee the recording of the map.

9105.09.070 Improvement Agreement Required

If all required improvements, engineering, and inspections are not satisfactorily completed before a parcel or final map is approved, the subdivider shall, before the approval of the parcel or final map, enter into an improvement agreement with the City where in consideration of the acceptance by the Council **or City Engineer** of the streets,

easements, and any other land offered for dedication, the subdivider and the subdivider's contractor agrees to furnish the equipment, labor, and material necessary to complete the work within the time specified in the agreement in compliance with Government Code Section 66499.3.

9105.11.20 Dedications

D. Acceptance of Dedications

1. Council Action and Certification

- a. At the time the Council **or City Engineer** approves a final map, it shall also accept, subject to improvement, or reject any offer of dedication.
- b. The City Clerk shall certify on the map the action of the Council.

2. Deferred Acceptance

- a. If at the time the final map is approved, any streets, alleys, paths, public utility easements, rights-of-way for local transit facilities including benches, bus turnouts, landing pads, shelters, and similar items that directly benefit the residents of a subdivision, or storm drainage easements are rejected subject to Code of Civil Procedure Section 771.010, the offer of dedication shall remain open and the Council **or City Engineer** may by resolution at any later date, and without further action by the subdivider, rescind its action and accept and open the streets, alleys, paths, rights-of-way for local transit facilities including benches, bus turnouts, landing pads, shelters, and similar items that directly benefit the residents of a subdivision, or storm drainage easements for public use, in compliance with Subparagraph B. 2. (Future Dedication), above.
- b. The acceptance shall be recorded in the office of the County Recorder.

EXHIBIT “C”

**Text Amendments to the Arcadia Municipal Code –Change in
Allowable Hours for Gardening and Landscaping**

Chapter 6 – Noise Regulations

The new language is shown in “red.” Strikethrough for any language to be deleted.

4630.2. Noise. Gardening And Landscaping.

No person shall operate any mechanical equipment related to the gardening and/or landscaping of any property within a residential zone other than from seven (7) a.m. to seven (7) p.m., Monday through Saturday, and from ~~nine (9) a.m.~~ **twelve (12) p.m.** to five (5) p.m. on Sundays within all residential zones; provided, however, that use of mechanical equipment for tree trimming on Sundays shall be prohibited. (Added by Ord. 2246 adopted 10-7-08)

EXHIBIT “D”

**Text Amendments to the Arcadia Municipal Code – Non-operating
Nonresidential Properties Regulations**

Chapter 4 – Property Maintenance and Nuisance Abatement Code

The new language is shown in “red.”

9407. Registration Of Non-Operating Properties.

9407.1 Purpose.

It is the purpose and intent of the City of Arcadia, through the establishment of a non-operating property registration program to protect commercial or industrial areas from becoming blighted by a lack of adequate maintenance and/or security of properties and to prevent these properties from becoming a further liability to the surrounding area and community. The purpose and intent of such program is to require property owners of non-operating properties to address the lack of adequate maintenance and security of their properties.

9407.2 Definitions.

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

- A. “Non-operating property” means a building, structure, or lot intended for commercial or industrial uses but which is not currently operating any commercial or industrial operations. “Non-operating property” includes but is not limited to vacant properties, properties under development or redevelopment, properties in construction, and properties that have completed construction and are awaiting occupancy. “Non-operating property” does not include residential property other than vacant property that is intended or zoned for mixed uses.

9407.3 Registration.

- A. The owners of non-operating property shall register the property with the City. Registration shall be completed either voluntarily by the property owner or within thirty (30) days of service of an order to register. The Director, Building Official, or their respective designee may issue an order to register. Owners shall not be liable for failure to register unless the owner has been ordered to register in accordance with this section. The Director may waive the registration requirement for any property that is adequately secured and maintained, does not contain nuisance or substandard conditions, and does not contain conditions making it an accessible or attractive nuisance to trespassers.
- B. The registration shall identify the name and contact information for the property owner(s) and two authorized contacts for the property. At least one contact shall be identified as a twenty-four (24) hour contact phone number for a person or company who is authorized to act on behalf of the owner. The 24- hour contact must be local and must be able to respond to problems related to the property within one hour of receiving telephone notice.

EXCEPTION: If the owner provides the name of a bona fide property management company that is actively engaged in managing properties, that is available twenty-four hours a day to respond to calls and that has an office located within 20 miles of the property then the owner will not need to provide information for any additional contacts.

- C. In completing the registration, the property owner shall acknowledge that: (1) the property owner shall be strictly liable for any failure to maintain the property or to respond within a timely manner regarding problems at the property, and (2) the City may enter the property to summarily abate any substandard or nuisance condition.

- D. The property owner shall pay an annual fee to the City in an amount set by the City Council for the City's costs of administering the registration program. The fee shall be due together with the registration.
- E. The property owner and any other party responsible for the non-operating property shall be liable for the City's costs related to non-operating property, including but not limited to costs to respond to trespass and nuisance conditions, abatement and enforcement. Costs shall be recoverable pursuant to Section 9405. Unless prohibited by state law, the City may withhold issuance of business licenses, building permits, certificates of occupancy, and other permits, licenses, or entitlements until the property owner makes payment of all outstanding City costs.

9407.4 Violations

- A. It shall be unlawful and a violation of this Code for a property owner to fail to register a non-operating property, which shall be treated as a strict liability offense regardless of intent.
 - 1. An owner's failure to register a non-operating property shall be deemed an infraction and shall be punishable pursuant to Section 1200(b) of the Arcadia Municipal Code.
 - 2. An owner's failure to register a non-operating property shall be subject to administrative fines pursuant to Chapter 4A of Article I of the Arcadia Municipal Code.
 - 3. Each day that a non-operating property remains unregistered shall be a separate offense.
 - 4. The owner shall only be liable for a violation under this subsection if the City first gave an order to the owner to register.
- B. It shall be unlawful and a violation of this Code for an owner to fail to respond, either personally or through an authorized agent, to any contact from the City within 48 hours, or within one (1) hour if the contact relates to an immediate public health and safety concern, which shall be treated as a strict liability offense regardless of intent.
 - 1. If the owner or authorized contact person cannot be timely reached, does not timely respond, or does not abate any substandard conditions, it shall be grounds for the City to proceed with summary abatement and recover its costs pursuant to Sections 9404 and 9405 of the Arcadia Municipal Code.
 - 2. If an authorized contact person cannot be reached, the owner shall be liable for an infraction, which shall be punishable pursuant to Section 1200(b) of the Arcadia Municipal Code.
 - 3. If an authorized contact person cannot be reached, the owner shall be subject to an administrative fine pursuant to Chapter 4A of Article I of the Arcadia Municipal Code.

9407.5 Maintenance Standards

- A. Nonresidential properties shall not be substandard as defined in Section 9402.6. Substandard.
- B. Failure to adhere to the maintenance standards for nonresidential properties shall be a public nuisance, subject to abatement or summary abatement in accordance with this Code.

Attachment No. 2

City Council Staff Report (with no attachments),
dated March 21, 2023



STAFF REPORT

Development Services Department

DATE: March 21, 2023

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Lisa Flores, Deputy Development Services Director
By: Alison MacCarley, Assistant Planner

SUBJECT: ORDINANCE 2396 RELATED TO TEXT AMENDMENT NO. 22-03 AMENDING VARIOUS SECTIONS OF ARTICLE IX, CHAPTER 1 OF THE ARCADIA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS AND FINAL PARCEL MAPS WITH DEDICATIONS, AND AMENDING ARTICLE IV, CHAPTER 6 (NOISE REGULATION) PERTAINING TO THE ALLOWABLE HOURS FOR GARDENING AND LANDSCAPING, AND CHAPTER 4 (PROPERTY MAINTENANCE AND NUISANCE ABATEMENT CODE) TO ESTABLISH REQUIREMENTS AND REGULATIONS FOR NON-OPERATING PROPERTIES IN NON-RESIDENTIAL ZONES
CEQA: Exempt
Recommendation: Introduce and Approve

SUMMARY

The Development Services Department has initiated a Text Amendment to amend and update various sections of the City's Municipal Code. The Text Amendment consists of: 1) An update of the Accessory Dwelling Unit Ordinance in the Development Code due to recent changes in State law; 2) Changes to the approval process for Final Parcel Maps with Dedications in the Development Code; 3) An amendment to Chapter 6 of Municipal Code regarding changes to the allowable hours for gardening and landscaping; and 4) An amendment to Chapter 4 of the Municipal Code (Property Maintenance and Nuisance Abatement Code) to establish new requirements and regulations pertaining to non-operating properties in non-residential zones. It is recommended that the City Council Introduce Ordinance No. 2396 (Attachment No. 1) and approve Text Amendment No. TA 22-03.

BACKGROUND

Periodically, to “clean up” portions of the Municipal Code, the Development Services Department will bring forward a series of text amendments to react to changes in law, to modernize the Code, or to implement City Council policy changes. In the subject Ordinance, there are four text amendments for consideration.

The proposed changes to the Accessory Dwelling Unit (“ADU”) ordinance are to ensure the regulations comply with the most recent changes to State law. Also, all the regulations that pertain to ADUs were moved into the ADU ordinance to be compliant with regulations set forth by the Department of Housing and Community Development, which require that any regulations pertaining to ADUs must be within a local agency’s ordinance. If a local jurisdiction’s ADU ordinance is not compliant with the state ADU ordinance, the ordinance can be found to be null and void, and the City could be forced to default to the state’s ADU regulations. Defaulting to the State’s regulations would mean a loss of local control over the development of ADUs, including regulations on maximum size, design standards, and height and stories.

The City is always reviewing processes and procedures that can be simplified and streamlined. The second item proposes a change to the processing of Final Parcel Maps with associated dedications. It was determined that the Final Parcel Map procedure could be streamlined by removing City Council review of these items, improving turnaround times for applicants. If approved, the proposed amendment to the Development Code will reduce staff hours and wait times for approval of Final Parcel Maps that include Dedications.

The third item proposed is a City Council action to change the allowable hours for landscaping and gardening on Sundays. After a series of discussions, the City Council asked the Staff to prepare an ordinance changing the allowable hours from 9:00 a.m. to 5:00 p.m. to 12:00 p.m. to 5:00 p.m.

The final proposed change to Arcadia’s Municipal Code creates a new program and policy pertaining to non-residential properties in commercial, mixed use, and industrial zones. There are a several properties in non-residential zones that have been delinquent in upkeep and have become a nuisance for neighbors. The City seeks to maintain high quality commercial, mixed use, and industrial zones and reduce any blight impacts due to vacancies or nuisance. The proposed program would create a registry containing contact information for nuisance properties, and the ability for the City to recover abatement costs from property owners, including staff time, emergency calls, and other resources used to remedy these problem properties. The proposed registry would be similar to the City’s Unoccupied Residence Registration Ordinance that went into effect on May 5, 2017, for single-family homes.

DISCUSSION

There are four text amendments being proposed. The text amendments are to comply with the current state laws, simplifying and expediting development processes, and

maintaining high quality residential and commercial zones within the City. Each of the proposed changes are described below.

1. Accessory Dwelling Unit Ordinance Update

Over the past decade, the State has enacted legislation that has reduced barriers for property owners to develop accessory dwelling units on residentially zoned properties. Accessory Dwelling Units (“ADU”) are seen by housing advocates and State legislators as a way to relieve some of the stress of the ongoing housing availability crisis within California. Accessory Dwelling Units are fully contained, secondary units, which can be rented out separately from primary dwellings on any residentially zoned property in the City.

In response to State law, the City has updated the Accessory Dwelling Unit (“ADU”) Ordinance four times in the last five years to comply with all the changes that the State has made to the ADU laws. In 2022, the California State Legislature approved, and Governor Newsom signed into law AB 2221 and SB 897. These two laws went into effect on January 1, 2023 and amended Government Code Section 65852.2 to include changes to the existing ADU laws, as discussed below and as shown in the text amendment, – refer to Exhibit A of Attachment No. 1. Therefore, the City must update its ADU ordinance to be in compliance with State law.

The major updates will include the following changes to the ADU Ordinance:

- **Maximum height for Attached ADUs in any Residential Zone:** The maximum height for an attached ADU is 25 feet or the maximum height limit that applies to the primary dwelling, whichever is lower, and it is still limited to a maximum of two stories. Previously, the maximum height for attached ADUs was the height of the existing primary dwelling.
- **Maximum Height in Multi-family Zones:** The maximum height for a detached ADU was increased from 16 feet to 18 feet tall on proposed or existing multistory, multifamily dwellings (measured to the top of the ridge). The maximum height limitation of a single-story will remain the same.
- **Front Setback:** The front setback for a primary home can be modified to allow the primary dwelling to encroach into the front setback, provided it allows for construction of an up-to 800 square foot ADU that meets height limits and complies with four-foot side and rear setback requirements.
- **Junior Accessory Dwelling Units (“JADU”s):** A Junior Accessory Dwelling Unit (“JADU”) must be “within the walls” of a proposed or existing single-family dwelling. This location requirement now expressly includes existing attached garages. The maximum square footage for a JADU remains at 500 square feet.

- **ADUs Near High-Quality Transit** - This new regulation allows a detached ADU that is within half a mile of walking distance from high quality transit and within a

single-family or multi-family zone, up to 18 feet (was 16 feet) in height and single story. An additional two feet in height may be allowed for the structure to match the roof pitch of the existing primary structure. To summarize, the changes to allowable heights will affect all ADUs within the City. All detached ADUs, regardless of the zone, will continue to be limited to one story. For single-family zoned properties, the allowed maximum height only changes to 18 feet for properties within a half mile walking distance of the train station or a high-quality transit corridor. Only a small number of single-family zoned properties fall within the half mile walking distance area. The state has continually pushed for greater density and height near transit as seen in Transit Orientated Developments (“TOD”), including the use of the half mile radius standard to promote development near transit. All other single-family zoned properties will continue to have a maximum height of 16 feet. In all multi-family zones, the maximum allowable ADU height has increased from 16 feet to 18 feet for proposed and existing multistory dwellings.

The State has also changed the applicability of front setbacks regarding Statewide Exempt ADUs (“SEADU”). A SEADU is an ADU of up to 800 square feet with a minimum of four-foot rear and side setbacks, and a maximum height of 16 feet; it may be attached or detached. In cases where there is not enough room in the rear or side yard areas for a SEADU, the primary dwelling may encroach into the front yard setback in order to accommodate the construction of a new SEADU in the rear or side yard area. If these standards are met, SEADU’s are processed ministerially.

State law now clarifies that existing attached garage(s) may be converted into JADUs; however, they will still be limited to 500 square feet. The State has now clarified that attached garages are “within the walls of the primary dwelling”, and therefore, can be converted into JADUs. Where an attached garage is larger than 500 square feet, only a maximum of 500 square feet can be converted into a JADU – the balance of the area would remain as a garage.

Through the recommendation of the City Attorney, the City has clarified and updated additional ADU standards and removed necessary provisions in the ADU ordinance to fully comply with state law. While the State has previously approved past versions of the City’s ADU ordinance, additional changes and updates were needed to be fully compliant. Changes include removing references to other sections of the Development Code that applied to ADUs and placing within the ADU ordinance, and adding clarifying language.

2. *Final Parcels Maps with Dedications*

Under the current provisions of the Development Code, a Final Parcel Map with a

dedication requires approval by the City Council. Dedications are typically shown on maps if an area of right-of-way is needed for utility, sidewalk, or public purposes. However, approval of a final parcel map without a dedication is a ministerial action, provided that the final map is consistent with and implements the requirements of an approved tentative map. In reviewing past applications, it was determined that there is no policy reason that a parcel map with a dedication needs the additional City Council process. In these cases, the City Engineer makes the determination whether any dedications are appropriate, and the City Council's approval is a mere procedural formality that confirms that decision. As a result, it is recommended that this process be simplified.

As a charter city, the City of Arcadia has authority over its municipal affairs, which include establishing procedures for the acceptance of dedications. Therefore, the proposed text amendment would no longer require that a final parcel map with a dedication be approved by the City Council. If the dedication changes in any way, it will have to be referred back to the Planning Commission for re-approval. The City Engineer would not have any authority to act on a land use decision, but would be the approving authority for these parcels maps. By changing this process, it should reduce the review period by four weeks, which will reduce staff time and applicant wait times.

3. Change in Allowable Hours for Gardening and Landscaping

At the January 19, 2021, City Council Meeting, the Council discussed the possibility of changing the allowable hours for noise related to gardening and landscaping in residential areas. Currently, gardening and landscape noise is allowed Monday through Saturday from 7:00 a.m. to 7:00 p.m., and on Sundays from 9:00 a.m. to 5:00. A staff report was prepared at that time that included an evaluation of the City's current regulations, a study of neighboring cities' regulations, the low volume of complaints the City receives regarding this matter, and alternative regulatory options. At the conclusion of the City Council's discussion, the Council decided to table the subject until it was brought forward again at the November 1, 2022, City Council Meeting for further review. As a result of the discussion at this meeting, the City Council voted 4-1 for staff to prepare an Ordinance to amend Article IV, Section 4630.2 of the Arcadia Municipal Code to change the hours of operation for noise related to gardening and landscaping only on Sundays from 9:00 a.m. to 5:00 p.m. to 12:00 p.m. to 5:00 p.m.

Amending the hours on Sundays would shorten the time frame for gardening and landscaping on this day and would limit noise that is produced from these activities in the early morning. The allowable hours on Monday through Saturday will remain the same, which are from 7:00 a.m. to 7:00 p.m.

4. Arcadia Municipal Code Changes Pertaining to Property Maintenance and Nuisance Abatement Code

Over the past few years, the City has experienced non-operating or vacant properties that have presented serious maintenance and security issues, requiring responses from

various City departments. The City is proposing new requirements and regulations for registration of non-operating properties in non-residential zones. The purpose of establishing a registration program on non-operating properties is to protect the commercial or industrial areas from becoming blighted by a lack of adequate maintenance and security, and to prevent these properties from becoming a further liability to the surrounding area. Establishing this program would enable the City to charge for costs incurred through inspections, abatements, emergency calls, and other various responses on a non-operating property.

The proposed program would apply to all “non-operating” properties, which the ordinance defines as commercial or industrial (including mixed-use) that are not actively engaged in commercial or industrial operations. The definition includes vacant properties, as well as those under construction or redevelopment. The goal is that the City has a responsive contact that can quickly respond to issues on site and is responsible for ensuring the site is sufficiently secured and maintained. Non-operating property owners are only required to register with the City if ordered to do so. In addition to registering the property with the City, the property owner would be required to pay an annual registration fee and would be subject to all additional costs incurred by the City in relation to the maintenance or security of the property. The annual registration fee would be required for as long as the property remains on the registry, with the City having the sole authority to remove the property from the registry. As part of the regulations of these properties, the City is also proposing that conditions of approval be placed on project approvals and entitlements. Once developed, the conditions of approval would focus on the maintenance and security of a property. The Development Services Department would ensure these conditions of approval are implemented.

PLANNING COMMISSION HEARING

The Planning Commission held a public hearing on February 14, 2023, to forward a recommendation to the City Council on the proposed text amendments – refer to Attachment No. 2; there were no public comments. The Planning Commission thought the proposed changes to the final map process and the unoccupied registry for “non-operating” properties would continue to maintain the high quality of life that the City is known for and that the ADU changes will bring the Development Code into compliance with State law. As for the changes to the gardening hours on Sunday, Chair Thompson and Commissioner Wilander both thought the hours should not be changed and should be left at 9 a.m., since most property owners would prefer to mow their law or get their yard work done before it gets hot in the summertime. Starting any yard work at noon would be challenging because of the heat in their opinion. The Commissioners requested that their comments be forwarded to the City Council - refer to Attachment No. 2 for the Excerpt of Planning Commission Minutes. Following the discussion, the Planning Commission voted unanimously to adopt Resolution No. 2114 recommending that the City Council approve the text amendments.

FINDINGS

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

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

Facts to Support the Finding: The proposed Text Amendment will be consistent with the General Plan as the purpose of the proposed Text Amendment is to update the City's ADU Ordinance to comply with recently updated State ADUs provisions; expedite processing of final maps with a dedication by authorizing the City Engineer to approve these applications; reduce hours of operation for landscaping, gardening, and noise; and to implement a program to regulate non-operating nonresidential properties. This Ordinance will improve the condition of existing and future housing opportunities for all Arcadia residents, remove governmental constraints, and improve the condition of commercial zones by regulating nuisance properties. The goals, policies, and program actions in the Ordinance are consistent with all other Elements of the General Plan in that they further the City's overall goals to create a diverse, sustainable, and balanced community by implementing strategies and programs that maintain Arcadia as a desirable place to live and do business.

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

Facts to Support the Finding: The proposed Text Amendment includes codifying development standards for Accessory Dwelling Units and Junior Accessory Dwelling Units in compliance with new State law. The new development standards and regulations for Accessory Dwelling Units and Junior Accessory Dwelling Units are consistent with other applicable provisions of the Development Code. The changes to Division 5 of the Development Code will impact the way that Final Parcel Maps with Dedications are processed, ensuring consistency with other provisions of the Development Code. Updating the City's regulations regarding landscaping hours on Sundays will not contradict or otherwise conflict with any provisions of the Development Code. Implementing a property maintenance and nuisance abatement program for commercial properties will not conflict with any provisions of the Development Code. Therefore, the proposed Text amendment is internally consistent with other applicable provisions of this Development Code.

ENVIRONMENTAL ANALYSIS

The proposed update to the ADU Ordinance, Final Parcel Map with Dedications, and updates to the Arcadia Municipal Code regarding Noise, Gardening, and Landscaping, and Property Maintenance and Nuisance Abatement, are exempt from the requirements of CEQA pursuant to Section 15061(b)(3), as it can be seen with certainty that the

proposed text amendments would not have a significant effect on the environment and thus, are not subject to CEQA review. See Attachment No. 4 for the Preliminary Environmental Assessment.

PUBLIC COMMENTS/NOTICE

The public hearing notice for this City Council meeting was published in the Arcadia Weekly on March 2, 2023. As of March 21, 2023, staff did not receive any additional concerns or comments from the public. There were no public comments on the proposed Text Amendments from the Planning Commission Hearing on February 14, 2023.

FISCAL IMPACT

The proposed text amendments would have no significant fiscal impact on the City's budget. The revenue received from any property maintenance or nuisance abatement would be for cost recovery only.

RECOMMENDATION

It is recommended that the City Council Introduce Ordinance No. 2396 and approve Text Amendment No. TA 22-03 amending various sections of Article IX, Chapter 1 of the Arcadia Municipal Code pertaining to Accessory Dwelling Units and Final Parcel Maps and amendments to Article IV, Chapter 6 (Noise Regulation) pertaining to the allowable hours for gardening and landscaping, and Chapter 4 (Property Maintenance and Nuisance Abatement Code) to establish new requirements and regulations for nuisance non-residential properties.

Approved:

:



Dominic Lazzaretto
City Manager

Text Amendment No. 22-03

March 21, 2023

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- Attachment No. 1: Ordinance No. 2396
 - Exhibit A – Accessory Dwelling Unit Ordinance
 - Exhibit B – Final Parcel Map with Dedications
 - Exhibit C – Noise Regulation for Gardening and Landscaping
 - Exhibit D – Property Maintenance and Nuisance Abatement Code
- Attachment No. 2: Excerpt of the Planning Commission Minutes, dated February 14, 2023
- Attachment No. 3: Planning Commission Resolution No. 2114 and Staff Report, dated February 14, 2023, including all the attachments
- Attachment No. 4: Preliminary Exemption Assessment



STAFF REPORT

Development Services Department

DATE: April 18, 2023

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Lisa Flores, Deputy Development Services Director
Prepared By: Alison MacCarley, Assistant Planner

SUBJECT: RESOLUTION NO. 7484 ACCEPTING A DEDICATION FOR STREET AND SIDEWALK PURPOSES AND APPROVING FINAL TRACT MAP NO. 83604 FOR A TEN-UNIT MULTI-FAMILY RESIDENTIAL CONDOMINIUM SUBDIVISION AT 1022 LA CADENA AVENUE
CEQA: Exempt
Recommendation: Adopt

SUMMARY

Tentative tract maps and final maps are required for all subdivisions of 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 Tract Map No. 83604 was conditionally approved by the Planning Commission on December 14, 2021, to develop a ten-unit multi-family residential condominium subdivision. The map shows a dedication with a 3.37' wide strip of land along the property frontage for street and sidewalk purposes at 1022 La Cadena Avenue.

It is recommended that the City Council adopt Resolution No. 7484 with a Categorical Exemption under the California Environmental Quality Act ("CEQA") accepting a dedication of certain property as part of the Tract Map for public use and approve Final Tract Map No. 83604 for a ten-unit multi-family residential condominium subdivision at 1022 La Cadena Avenue.

BACKGROUND

Tentative Tract Map No. 83604 was conditionally approved by the Planning Commission on December 14, 2021. As a Condition of Approval of the map, a 3.37' wide strip of land is being dedicated to the City to properly align the right-of-way with the existing 10'-0" wide sidewalk along the front of this property.

According to Development Code Section 9105.03.110, tentative tract maps are valid for 24 months after the effective date. The tentative tract map for this project expires on December 28, 2023.

DISCUSSION

The Applicant/Property Owner has submitted the final tract map with the land dedication, meeting all Conditions of Approval for the tentative map. Since this tract map includes an offer of dedication, the City Council must either accept or reject the offer before the map can be approved.

The project is currently under construction 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 State Subdivision Map Act.

ENVIRONMENTAL ANALYSIS

The proposed right-of-way dedication is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301(c) because this action consists of a legal transfer of ownership, which will result in negligible or no expansion of use beyond the project that was analyzed. The subdivision of Final Tract Map No. 83604 for condominium purposes 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.

FISCAL IMPACT

There will be no measurable fiscal impact incurred by the City as a result of this dedication. The land has some minor value and will require ministerial maintenance to ensure it is useable by the public and not hazardous.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 7484 with a Categorical Exemption under the California Environmental Quality Act ("CEQA") accepting a dedication of certain property as part of the Tract Map for public use and approve Final Tract Map No. 83604 for a ten-unit multi-family residential condominium subdivision at 1022 La Cadena Avenue.

Final Tract Map No. 83604
April 18, 2023
Page 3 of 3

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 7484 with Final Tract Map No. 83604
Attachment No. 2: Letter of Compliance from Los Angeles County

Attachment No. 1

Resolution No. 7484 with Final Tract Map
No. 83604

RESOLUTION NO. 7484

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, ACCEPTING A DEDICATION FOR STREET AND SIDEWALK PURPOSES AND APPROVING FINAL TRACT MAP NO. 83604 FOR A TEN-UNIT MULTI-FAMILY RESIDENTIAL CONDOMINIUM SUBDIVISION AT 1022 LA CADENA AVENUE

WHEREAS, on December 14, 2021, Tentative Tract Map No. 83604 was conditionally approved by the Planning Commission to develop a ten-unit multi-family residential condominium subdivision and a dedication with a 3.37' wide strip of land along the property frontage for street and sidewalk purposes at 1022 La Cadena Avenue. According to Development Code Section 9105.03.110, tentative tract maps are valid for 24 months after the effective date. The tentative tract map for this project expires on December 28, 2023; and

WHEREAS, on December 21, 2022, the Applicant, Philip Chan of PDS Studio, Inc. ("Applicant") on behalf of the property owner, Cambria Sage, LLC has submitted the final tract map with the land dedication, meeting all Conditions of Approval for the tentative map; and

WHEREAS, on March 20, 2023, Planning Services completed an environmental assessment for the right-of-way dedication. The dedication is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301(c) because this action consists of a legal transfer of ownership, which will result in negligible or no expansion of use beyond the project that was analyzed. The subdivision of Final Tract Map No. 83604 for condominium purposes 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.

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

SECTION 1. That Final Tract Map No. 83604 dedicates to the City a 3.37’ wide strip of land to properly align the right-of-way within the existing 10’-0” wide sidewalk along the front of this property at 1022 La Cadena Avenue, and the City hereby accepts the dedication.

SECTION 2. The City Council of the City of Arcadia determines that the right-of-way dedication is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15301(c) because this action consists of a legal transfer of ownership, which will result in negligible or no expansion of use beyond the project that was analyzed. The subdivision of Final Tract Map No. 83604 for condominium purposes 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.

SECTION 3. For the foregoing reasons, the City Council accepts the dedication of certain property as indicated in Tract Map No. 83604 for public use, and determines the approval and dedication are categorically exempt under the California Environmental Quality Act (“CEQA”) Sections 15301(c) and 15332 for the approval of Final Tract Map No. 83604 for a ten-unit multi-family residential condominium subdivision at 1022 La Cadena Avenue.

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

Passed, approved and adopted this 18th day of April, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

1 LOT
20,821 SQ. FT. (GROSS)
20,578 SQ. FT. (NET)

TRACT NO. 83604

SHEET 1 OF 3 SHEETS

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

BEING A SUBDIVISION OF A PORTION OF LOTS 25 AND 26 OF TRACT NO.
3430, AS PER MAP RECORDED IN BOOK 42, PAGE 32 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 PUBLIC USE ALL STREET, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

CAMBRIA SAGE LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER).

BY: _____
GRACE KWOK, MANAGING MEMBER

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 _____)

ON _____ BEFORE ME, _____, NOTARY PUBLIC,

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____
PRINTED NAME _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

EAST WEST BANK AS BENEFICIARY, UNDER A DEED OF TRUST RECORDED OCTOBER 14, 2022 AS INSTRUMENT NO. 20220987562, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY.

NAME _____ TITLE _____
NAME _____ TITLE _____

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 _____)

ON _____ BEFORE ME, _____, NOTARY PUBLIC,

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____
PRINTED NAME _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 10 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.

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 JANUARY, 2022, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CAMBRIA SAGE LLC, A CALIFORNIA LIABILITY LIMITED COMPANY ON SEPTEMBER 22, 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THE NOTES FOR ALL CENTERLINE MONUMENTS AND ALL CENTERLINE TIE MONUMENTS NOTED AS "SET" ARE ON FILE IN THE OFFICE OF THE CITY ENGINEER.

ALFRED J. THELWELL DATE _____
L.S. 6999 EXPIRES: 9/30/2023



BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N00°00'00"E OF THE CENTERLINE OF LA CADENA AVENUE AS SHOWN ON MAP OF PARCEL MAP NO. 26410 FILED IN BOOK 315, PAGES 91 AND 92, OF PARCEL MAPS, RECORDS OF THE COUNTY OF LOS ANGELES.

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, PHILIP WRAY
L.S. 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 TRACT NO. 83604 WAS APPROVED AT A MEETING HELD ON THE 14TH DAY OF DECEMBER, 2021. 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. SAID CITY COUNCIL DID ACCEPT ON BEHALF OF THE PUBLIC, ALL STREET, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON THIS MAP.

DATE _____ CITY CLERK - CITY OF ARCADIA

COUNTY SURVEYOR'S CERTIFICATE:

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

COUNTY SURVEYOR

BY: _____ DATE _____
FABRIZIO G. PACHANO, DEPUTY L.S. NO. 7274

TRACT NO. 83604

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

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

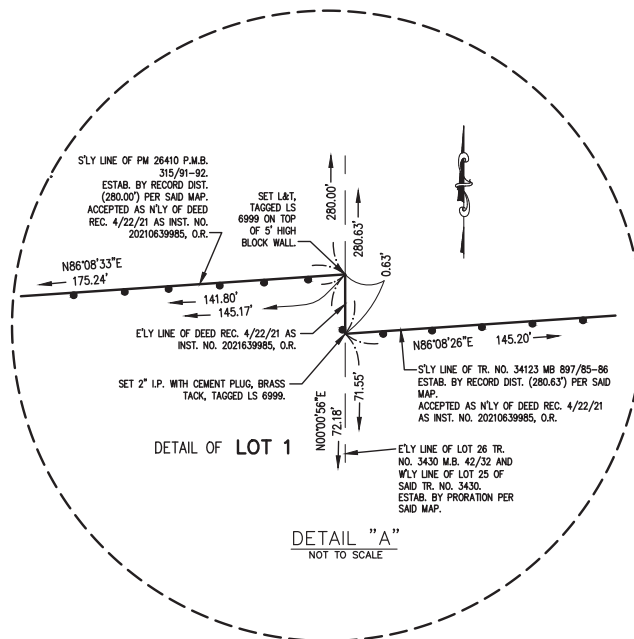
EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____
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 TRACT NO. 83604 AS REQUIRED BY LAW.

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

BY: _____
DEPUTY DATE

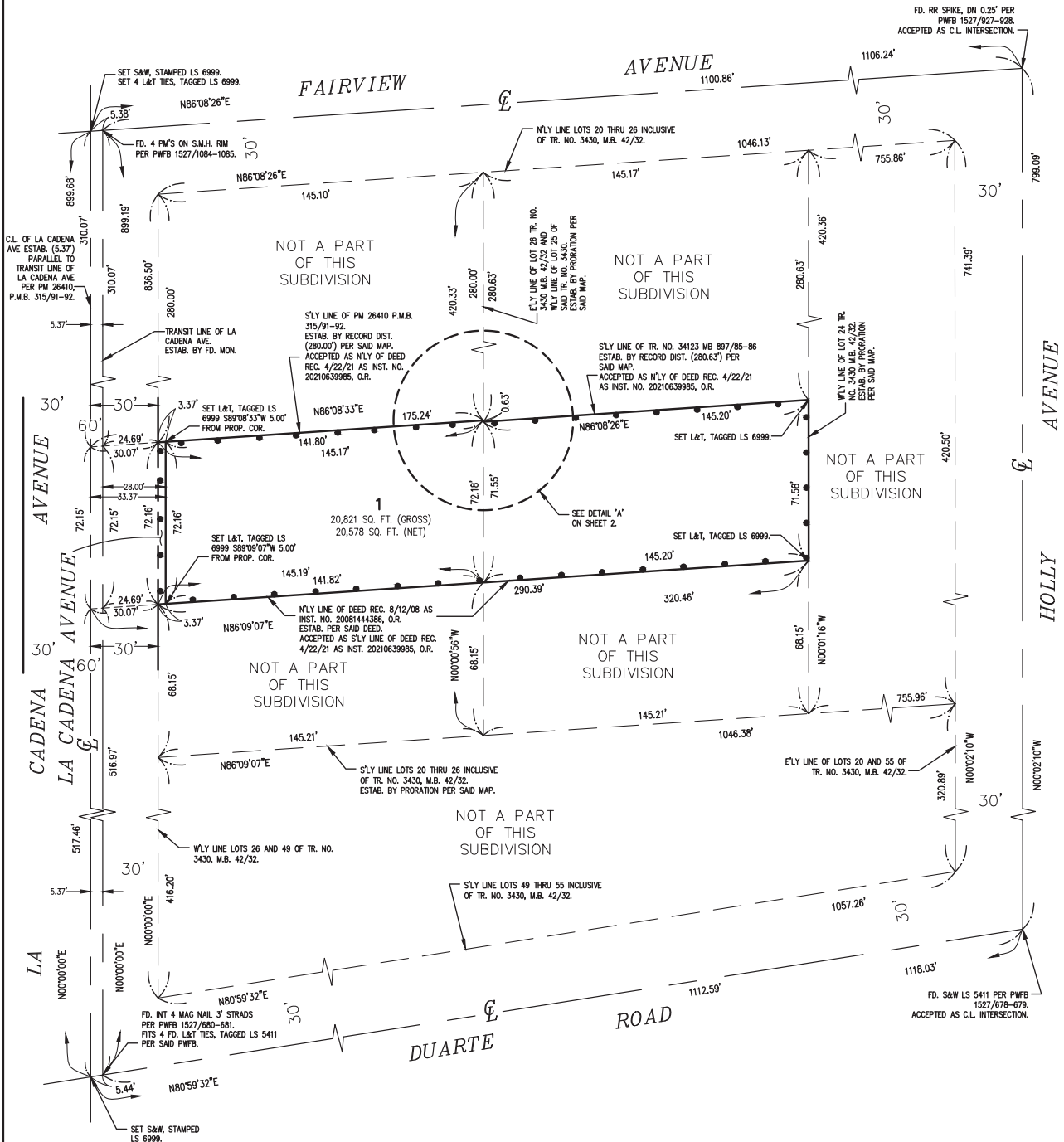


TRACT NO. 83604

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.



Attachment No. 2

Letter of Compliance from 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

October 13, 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:

TRACT 83604

Tract 83604 (enclosed) 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.

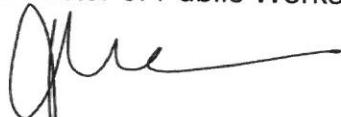
The City Council or Advisory Agency should make the findings required by the California Environmental Quality Act and the Subdivision Map Act.

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 Mr. Max Rodriguez of Public Works, Land Development Division, at (626) 458-4915 or mrodrigue@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

for 

ART VANDER VIS, PE
Assistant Deputy Director
Land Development Division

MR:tb

P:\LD\PUB\SUBMAP\LETTERS\CITY LETTERS - TRACT 83604 CITY LETTER (ARCADIA).DOC

Enc.

RESOLUTION NO. 2085

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING MULTIPLE FAMILY ARCHITECTURAL DESIGN REVIEW NO. MFADR 21-04 AND TENTATIVE TRACT MAP NO. TTM 21-06 (83604) WITH A CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") FOR A TEN-UNIT MULTI-FAMILY RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 1022 LA CADENA AVENUE

WHEREAS, on March 24, 2021, a Multiple Family Architectural Design Review No. MFADR 21-04 application was filed by Philip Chan of PDS Studio, Inc. ("Applicant") on behalf of the property owner, Cambria Sage, LLC., and the Applicant later filed Tentative Tract Map No. TTM 21-06 (83604) on September 14, 2021, for a 10 unit multi-family residential condominium development at 1022 La Cadena Avenue (collectively, the "Project"); and

WHEREAS, on September 20, 2021, Planning Services completed an environmental assessment for the Project in accordance with the California Environmental Quality Act ("CEQA"), and recommends that the Planning Commission determine the Project is exempt under CEQA per Section 15332 of the CEQA Guidelines because the Project is considered an in-fill development project; and

WHEREAS, on December 14, 2021, a duly-noticed public hearing was held before the Planning Commission on said Project, at which time all interested persons were given full opportunity to be heard and to present evidence.

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



STAFF REPORT

Development Services Department

DATE: April 18, 2023

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
By: Alana Bautista, Transportation Services Manager

SUBJECT: RESOLUTION NO. 7485 AUTHORIZING SUBMITTAL OF THE FISCAL YEAR 2022-23 TRANSPORTATION DEVELOPMENT ACT – ARTICLE 4 CLAIM FORMS TO RECEIVE CAPITAL AND OPERATING FUNDS FOR ARCADIA TRANSIT

CEQA: Not a Project
Recommendation: Adopt

SUMMARY

Arcadia Transit is eligible to receive Transportation Development Act (“TDA”) – Article 4 funds. In order to receive TDA – Article 4 funds, the City of Arcadia is required to submit annual claim forms authorized by the City Council. Attached for City Council review and approval is Resolution No. 7485, authorizing the City Manager to submit claim forms for Fiscal Year 2022-23 TDA – Article 4 and State Transit Assistance (“STA”) funds in a total amount of \$699,294. Once approved, the claim forms will be submitted to the Los Angeles County Metropolitan Transportation Authority (Metro) for processing. It is recommended that the City Council adopt Resolution No. 7485 authorizing the submittal of the Fiscal Year 2022-23 Transportation Development Act – Article 4 Claim Forms to receive capital and operating funds for Arcadia Transit in the amount of \$699,294.

BACKGROUND

The California State Legislature adopted the Transportation Development Act – Article 4 (Senate Bill 325) in 1971 to generate revenue from retail sales tax and gasoline/diesel sales tax for public transportation projects. The funds are allocated by the Southern California Association of Governments (“SCAG”) via the Local Transportation Fund (“LTF”) and the STA programs based on area population and transit fare revenue generated by an agency’s local transit system. Metro serves as the regional planning agency for Los Angeles County and administers and processes the funds to each participating municipal transit operator.

Local Transportation Fund (“LTF”) revenue is derived from one-fourth of one percent (0.25%) of the retail sales tax collected statewide for transportation planning and mass

transit activity. The California State Board of Equalization returns the quarter cent to each County according to the amount of taxes collected in its jurisdiction. Eligible uses include public transit, program administration, transportation planning, pedestrian and bicycle facilities, special group transportation service, and rail passenger service. The City of Arcadia has been allocated \$649,251 in LTF funds for Fiscal Year 2022-23 to operate Arcadia Transit. It is important to note that within this figure are funds that the City has exchanged from another funding source. The City receives annual allocations from the Federal Transit Administration (“FTA”) Section 5307 fund and uses this fund for capital improvements and outlay such as bus purchases. A portion of these funds were scheduled to lapse in Fiscal Year 2021-22; however, the City was able exchange the FTA Section 5307 funds with Metro’s Fiscal Year 2022-23 TDA – Article 4 funds. As a result, \$226,180 of the total allocation of \$649,251 is from this source.

The State Transit Assistance (“STA”) fund was approved in 1980 as a secondary source of revenue for SB 325 and is dedicated to public transit operation and capital expenditures. STA revenue is generated from the statewide sales tax on gasoline and diesel fuels and is appropriated by the California State Controller’s Office to the regional Transportation Planning Agencies (i.e., Metro) for formula allocation. The formula is calculated based upon a 50/50 split between population count and operator revenues for the prior fiscal year. The City of Arcadia has been allocated \$50,043 in Fiscal Year 2022-23 in STA Funds for Arcadia Transit operations.

DISCUSSION

In order to receive TDA – Article 4 and STA funds, the City of Arcadia is required to submit claim forms authorized by the City Council. Resolution No. 7485 authorizes the City Manager to submit claim forms for Fiscal Year 2022-23 TDA – Article 4 and STA funds in a total amount of \$699,294. Once approved, the claim forms will be submitted to Metro for processing.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The City of Arcadia will receive \$649,251 in TDA – Article 4 Funds-LTF and \$50,043 in STA Funds for Fiscal Year 2022-23 to operate Arcadia Transit. These funds are included in the projected revenues for this fiscal year and are used to successfully fund Arcadia Transit services.

RECOMMENDATION

It is recommended that the City Council determine that the proposed action is not a project under CEQA; and adopt Resolution No. 7485 authorizing the submittal of the Fiscal Year 2022-23 Transportation Development Act – Article 4 Claim Forms to receive capital and operating funds for Arcadia Transit.

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 7485

Attachment No. 2: Fiscal Year 2022-23 Transportation Development Act – Article 4
Claim Forms

Attachment No. 1

RESOLUTION NO. 7485

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AUTHORIZING SUBMITTAL OF THE FISCAL YEAR 2022-23 TRANSPORTATION DEVELOPMENT ACT – ARTICLE 4 CLAIM FORMS TO RECEIVE CAPITAL AND OPERATING FUNDS FOR ARCADIA TRANSIT

WHEREAS, the Transportation Development Act of 1971 (“TDA”) (Chapter 1400, Statutes 1971 (SB 325), and amendments thereto) makes certain funds available for public transportation systems; and

WHEREAS, the Arcadia City Council has adopted a budget for Arcadia Transit for the 2022-23 Fiscal Year evidencing the need for financial assistance; and

WHEREAS, the Southern California Association of Governments (“SCAG”) has been charged with the responsibility for allocating the funds; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (“Metro”) serves as the regional planning agent for Los Angeles County, and administers and processes the funds to each participating municipal transit operator.

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

SECTION 1. The City Council authorizes and directs the City Manager or their designee to execute and file a claim with Metro for TDA – Article 4 funds, and to take any and all necessary further actions and execute any and all necessary documents in order to receive such funds.

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 18th day of April, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

Attachment No. 2

Public Transportation System Claim

CHECKLIST OF ITEMS FILED

FISCAL YEAR: 2022-23

CLAIMANT: City of Arcadia DATE: April 18, 2023

The items checked below are enclosed in connection with the claim filed herein:

- 1. **Pages 1 and 2 for TDA and STA**
(See instructions for completing the form in the instruction package).
- 2. **Financial Statement (Table L-1)**
(A separate table must be completed for each mode. The table should be consistent with the table included in the SRTP.)
- 3. **Standard Assurances for Claimants**
- 4. **Governing Body Authorization**
Submit a certified copy of a resolution or minute order.
- 5. **Justification Statements**
- 6. **Proposed Commitment Statement(s)**
Complete when requesting long-term capital reserves.
- 7. **Employee Retirement System Certification Statement**
- 8. **Proof of Funding Obligation**
Submit tangible evidence of imminent need for capital reserve drawdowns.
- 9. **Cooperative Agreement or Contract**
Submit copies if applicable
- 10. **TDA Reserves Held by County Auditor (Table 2)**
- 11. **California Highway Patrol Certification (Pull Notice)**
Current within 13 months.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

PUBLIC TRANSPORTATION CLAIM

**STANDARD ASSURANCES FOR APPLICANTS
FOR LOCAL TRANSPORTATION FUNDS (LTF) AND
STATE TRANSIT ASSISTANCE FUNDS (STAF)**

Claimant: City of Arcadia **Fiscal Year:** 2022-23

PLEASE INITIAL ALL APPLICABLE PARAGRAPHS PURSUANT TO WHICH THE CLAIM IS BEING SUBMITTED.

**MTA
TDA
GUIDE
SECTION**

Initial

- | | | |
|--------|---|-------|
| 1. | CERTIFIED FISCAL AND COMPLIANCE AUDIT | _____ |
| 1.8.1 | Claimant certifies that it has submitted a | |
| 1.8.3 | satisfactory, independent fiscal and compliance
audit, with required certification statement, to SCAG, MTA, and the Department
of Transportation, pursuant to PUC Section 99245 and CAC Section 6664 for the
prior fiscal year (project year minus two). Claimant assures that this audit
requirement will be completed for the current fiscal year (project year minus one),
and submitted to MTA no later than 120 days after the close of the fiscal year. | |
| 2. | 90-DAY ANNUAL REPORT (STATE CONTROLLER'S REPORT) | _____ |
| 1.8.2 | Claimant certifies that it has submitted a State Controller's Report | |
| 1.8.3 | in conformance with the Uniform System of Accounts and Records,
to SCAG, MTA, and the State Controller, pursuant to PUC Section 99243, for the
prior year (project year minus two). Claimant assures that this report will be
completed for the current fiscal year (project year minus one), and submitted no
later than 90 days after the close of the fiscal year. | |
| 3. | PART-TIME EMPLOYEES* | _____ |
| 5.6.2b | Claimant certifies that it is not precluded, by any contract entered
into on or after June 28, 1979, from employing part-time drivers or contracting with
common carriers of persons operating under a franchise or license. Claimant
further certifies that no person who was a full-time employee on June 28, 1979,
shall have his or her employment, excluding overtime, reduced as a result of it
employing part-time drivers or contracting with those common carriers. (PUC
Section 99314.5c) | |

STANDARD ASSURANCES FOR APPLICANTS

Page 2.

**MTA
TDA
GUIDE
SECTION**

Initial

4. **FIFTY PERCENT EXPENDITURE LIMITATION**

2.2.1 Claimant filing a claim pursuant to PUC Section 99268.1 certifies that it was in compliance with PUC Section 99268 during the 1978-79 fiscal year, and further certifies that it will remain in compliance with that section during the project year.

5. **REVENUE RATIOS FOR OLDER OPERATORS**

2.2.2 Claimant filing a claim pursuant to PUC Section 99268.2 certifies that it will maintain for the project year that ratio of fare revenues and local support to operating cost which was maintained during the 1978-79 fiscal year, and further assures for the project year that it reasonably anticipates achieving the ratio of fare revenues to operating cost at least equal to the ratio maintained in FY 1978-79, or (a) 20 percent if serving an urbanized area, and (b) 10 percent if serving a nonurbanized area, whichever is greater.

6. **REVENUE RATIOS FOR NEWER URBANIZED AREA OPERATORS**

2.2.2 Claimant filing a claim pursuant to PUC Section 99268.3 certifies that it will maintain for the project year at least that ratio of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 20 percent; claimant further assures, for the project year, that it reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 20 percent for the project year.

7. **REVENUE RATIOS FOR NEWER NON-URBANIZED AREA OPERATORS**

2.2.2 Claimant filing a claim pursuant to PUC Section 99268.4 certifies that it will maintain for the project year at least that ratio of fare revenues and local support to operating cost which was maintained during FY 1978-79 if that ratio was greater than 10 percent; claimant further assures, for the project year, that it reasonably anticipates achieving a ratio of fare revenues to operating cost equal to or greater than 10 percent.

8a. **REVENUE RATIOS FOR EXCLUSIVE SERVICES TO ELDERLY AND HANDICAPPED**

2.2.3 Claimant filing a claim pursuant to PUC Section 99268.5 certifies that, for the purpose of the claim, it provides services using vehicles for the exclusive use of elderly and handicapped persons.

STANDARD ASSURANCES FOR APPLICANTS

Page 3.

**MTA
TDA
GUIDE
SECTION**

Initial

8b.	REVENUE RATIOS FOR PARATRANSIT SERVICES	_____
2.2.3	Claimant filing a claim pursuant to PUC Section 99275.5c (Article 4.5) further certifies that, for the project year, it reasonably anticipates achieving the performance criteria, local match requirements, or fare recovery ratios adopted by MTA.	
9.	EXTENSION OF SERVICE	_____
1.8.4	Claimant that received an allocation of Local Transportation Funds for an extension of service pursuant to PUC Section 99268.8	
2.2.5	certifies that it will file a report of these services pursuant to CAC Section 6633.8b within 90 days after the close of the fiscal year in which that allocation was granted.	
10.	RETIREMENT SERVICE	_____
2.1.7	Claimant filing a claim pursuant to PUC Section 99260 certifies that: (a) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or (b) the operator is implementing a plan approved by the transportation planning agency which will fully fund the retirement system for such officers and employees within 40 years; or (c) the operator has a private pension plan which sets aside and invests, or on a current basis, funds sufficient to provide for the payment of future benefits, and which is fully compliant with the requirements stated in PUC Sections 99272 and 99273.	
11a.	USE OF FEDERAL FUNDS	
2.2.1	Claimant filing a claim for TDA funds for capital intensive projects pursuant to PUC Sec. 99268.7 certifies that it has made every	
2.2.8	effort to obtain federal funding for any project which is funded pursuant to PUC Sec. 99268.7.	
11b.	Claimant qualifying for funds pursuant to PUC Sec. 99268.1 and filing a claim for TDA funds in excess of the amount allowed	
2.2.1d	under PUC Sec. 99268 certifies that such funds are required in order to obtain maximum federal operating funds in the year such funds are claimed, pursuant to PUC Sec. 99267.5 and CAC Sec. 6633.1.	

STANDARD ASSURANCES FOR APPLICANTS

Page 4.

**MTA
TDA
GUIDE
SECTION**

Initial

- 12. **CHP CERTIFICATION** _____
2.2.9 Claimant filing a claim for Local Transportation Funds has included in the claim a certification completed within the last 13 months by the California Highway Patrol indicating compliance with Vehicle Code Section 1808.1, indicating that the operator has participated in a "pull notice system" to examine driver's records, as specified in PUC Sec. 99251.

- 13. **STA EFFICIENCY STANDARDS*** _____
Beginning in FY 1992, claimant filing a claim for State Transit Assistance Funds for operating purposes certifies that it has met the efficiency standards which limit cost per hour increases, pursuant to PUC Sec. 99314.6.

- 14. **REDUCED TRANSIT FARES** _____
Claimants of TDA funds who offer reduced fares to senior citizens certify that: (a) The Federal Medicare Identification Card is sufficient identification to receive senior citizen reduced fares if such fares are available; and (b) A disabled person or disabled veteran identification card issued pursuant to subdivision (d) of Vehicle Code Sections 22511.5 or 22511.9 (whichever is applicable) is sufficient identification to receive disabled person reduced fares if such reduced fares are available.

***STAP Claimants Only.**

City of Arcadia

Jason Kruckeberg, Assistant City Manager/
Development Services Director

CLAIM FORM

TDA CLAIM FORM
LTF PUBLIC TRANSPORTATION - ARTICLE 4

CLAIMANT: City of Arcadia

CONTACT PERSON: Alana Bautista TELEPHONE: (626) 574-5408

DATE: April 18, 2023 FISCAL YEAR: 2022-23 COUNTY STAFF: Los Angeles

PAYMENT RECIPIENT: City of Arcadia

ADDRESS: 240 W. Huntington Drive
Post Office Box 60021
Arcadia, CA 91066-6021

ATTENTION: Jason Kruckeberg
Assistant City Manager/Development Services Director

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
Article 4 PUC 99260(a)	1. Payment from FY 2023 Allocation - Operations	\$ <u>649,251</u>
	2. Amount placed in Capital Reserve from current year allocation (Complete Table 2)	\$ <u>0</u>
	3. Total FY 2023 funding mark (1+2)	\$ <u>649,251</u>

Authorized Signature: _____
Jason Kruckeberg
Assistant City Manager/Development Services Director

CONDITION OF APPROVAL:
Approval of this claim and payment by the County Auditor to this claimant are subject to funds being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim.

CLAIM FORM

STATE TRANSIT ASSISTANCE FUND

Pursuant to Sections 6730-6735 of the California Administrative Code

CLAIMANT: City of Arcadia

CONTACT PERSON: Alana Bautista TELEPHONE: (626) 574-5408

DATE: April 18, 2023 FISCAL YEAR: 2022-23 COUNTY STAFF: Los Angeles

PAYMENT RECIPIENT: City of Arcadia

ADDRESS: 240 W. Huntington Drive
Post Office Box 60021
Arcadia, CA 91066-6021

ATTENTION: Jason Kruckeberg
Assistant City Manager/Development Services Director

PURPOSE	REQUESTED PAYMENT AND RESERVES	AMOUNT
() CAC, Section 6730 (a)	1. Payment from Unallocated-Operations	\$ <u>50,043</u>
() CAC, Section 6730 (b)	2. Amount placed in Capital Reserve from current year allocation (Complete Table 2)	\$ _____
() CAC, Section 6730 (c)		
() CAC, Section 6731 (a)	3. SB1 SGR Funds (Complete Table 2)	\$ _____
() CAC, Section 6731 (b)		
() CAC, Section 6731 (c)		
	4. Total FY 2023 Fund Mark (1+2+3)	\$ <u>50,043</u>

Authorized Signature: _____
Jason Kruckeberg
Assistant City Manager/Development Services Director

CONDITION OF APPROVAL:
Approval of this claim and payment by the County Auditor to this claimant are subject to monies being available and to the provisions that such monies will be used only in accordance with the terms and conditions set forth by this claim and SCAG Allocation Instructions.

Table L-1 (A)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF CAPITAL FUNDS
BY YEAR OF EXPENDITURE (\$ 000)

SOURCE OF CAPITAL FUNDS:	2021 Audited	2022 Actual	2023 Planned
FEDERAL CAPITAL GRANTS			
FTA Sec. 5309 (Sec. 3)			
FAU Grants			
FTA Sec. 5307 (Sec. 9)			\$1,600
Other Federal (Assume 80/20 match) (Specify source)			
STATE CAPITAL GRANTS AND SUBVENTIONS			
TDA (ART 4) current from unallocated			
TDA from prior years reserves			
TDA (ART 8)			
STA current from unallocated			
STA from prior years reserve			
SB1 SGR			
Other State (Specify)			
LOCAL CAPITAL GRANTS			
System Generated			
General Fund			
Prop. A Local Return			
Prop. A Discretionary Carry Over			
Prop. C Discretionary			
Prop. C Local Return			
Prop. C 5% Security			
Measure R Clean Fuel Bus Capital			
Measure R 15% Local Return			
Prop 1B PTMISEA Bridge Funds			
Prop 1B Transit Security Bridge Funds			
Other Local (Specify): Measure M Local Return			\$400
TOTAL CAPITAL REVENUE	\$0	\$0	\$2,000
TOTAL CAPITAL EXPENSES	\$0	\$0	\$2,000

Table L-1 (B)
HISTORICAL AND PROJECTED FINANCIAL STATUS
SOURCE AND APPLICATION OF OPERATING FUNDS
BY YEAR OF EXPENDITURE (\$ 000)

SOURCE OF OPERATING FUNDS:

2021 Audited	2022 Actual	2023 Planned
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FEDERAL CASH GRANTS AND REIMBURSEMENTS

FTA Sec. 5307 (Sec. 9) Operating	\$0	\$0	\$0
CMAQ (Operating)			

STATE CASH GRANTS AND REIMBURSEMENTS

TDA Current from unallocated	\$308	\$0	\$450
STA Current from unallocated	\$56	\$28	\$50
Other State (Specify)			

LOCAL CASH GRANTS AND REIMBURSEMENTS

Passenger Fares	\$4	\$7	\$5
Special Transit Service			
Charter Service Revenues			
Auxiliary Transportation Revenues			
Non-transportation Revenues			
Prop. A %40 Discretionary	\$238	\$241	\$224
Prop. A Incentive fund			
Prop. A Interest			
BSIP	\$22	\$23	\$24
TSE			
Base			
MOSIP	\$69	\$69	\$65
Prop. C %40 Discretionary			
Prop. C %5 Security	\$5	\$7	\$4
Foothill Mitigation	\$10	\$12	\$15
Measure M 20% - Bus Operations	\$116	\$152	\$178
Measure R 20% - Bus Operations	\$117	\$153	\$178
Other Local (Specify): Prop. A Local Return	\$476	\$723	\$1,011
Other Local (Specify): Measure R Local Return	\$317	\$499	\$674
Other Local (Specify): Overcharge Reimbursement	\$75		
Other (Specify): 2020 Federal CARES Act	\$413		

TOTAL OPERATING REVENUES	\$2,228	\$1,914	\$2,878
TOTAL OPERATING EXPENSES	\$2,228	\$1,914	\$2,878

TABLE 2
TDA

Total Capital Funds Reserved
for Future Payment (Total A & B) : \$ _____

<u>PROJECT</u> <u>DESCRIPTION</u>	(A) ANTICIPATED EXPENDITURE <u>FY 2024</u>	(B) ANTICIPATED EXPENDITURE <u>FUTURE YEARS</u>
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TABLE 2 (B)
STA

Total Capital Funds Reserved
for Future Payment: \$ _____

<u>PROJECT</u> <u>DESCRIPTION</u>	(A) ANTICIPATED EXPENDITURE <u>FY 2024</u>	(B) EXPENDITURE <u>FUTURE YEARS</u>
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STAFF REPORT

Public Works Services Department

DATE: April 18, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CONSTRUCTION INSPECTION SERVICES WITH SA ASSOCIATES, LAE ASSOCIATES INC., AND KOA CORPORATION

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The Public Works Services Department (“PWSD”) is requesting authorization to execute Professional Services Agreements with SA Associates, LAE Associates Inc., and KOA Corporation for on-call construction inspection services for projects in the City’s Capital Improvement Program (“CIP”). Having access to on-call construction inspection services at an agreed-upon rate expedites projects and keeps costs lower overall. It is recommended that the City Council authorize and direct the City Manager to execute on-call Professional Services Agreements with all three firms for a term of three years, with the option of two, one-year extensions with each firm.

BACKGROUND

Projects in the CIP frequently require construction inspection services. In the past, the PWSD has provided construction inspection services in-house or issued requests-for-proposals (“RFPs”) for construction inspection services, entering into Professional Service Agreements (“PSAs”) on a project-by-project basis. Over time, this approach was sufficient to keep pace with the number of CIP projects; however, when evaluating the current and near future capital project needs, along with overall workload and responsibilities of staff, it was determined that a more efficient way to assign work and administer projects is needed to keep pace with the number and size of expected future projects.

There are several projects currently budgeted in the CIP that will require construction inspection services. These include but are not limited to:

- Fiscal Year 2022-23 Pavement Rehabilitation Project
- Fiscal Year 2022-23 Slurry Seal Program

- Bonita Park Concession Building Improvement Project
- Water Main Replacement Project
- Newcastle Park Improvement Project
- Miscellaneous Sewer Main Replacement Program
- Baseball Field Bleacher Project

While the list above reflects some of the projects in the current CIP that need construction inspection services, there are other projects scheduled in Fiscal Year 2023-24 that will also require construction inspection services, namely Development Services Department (“DSD”) projects. As a result, on-call construction inspection services will provide the City with a more efficient, advantageous, and business-friendly approach to consultant services. By having pre-approved and qualified engineering firms under contract for construction inspection services, the City will be able to quickly select a consultant and expedite project completion. This proposed process mirrors the approach the City currently uses for design engineering services.

DISCUSSION

A Notice Inviting Proposals was published in the City’s local adjudicated newspaper and proposal packages were provided to firms that provide construction inspection services. A total of nine proposals were received from the following firms:

FIRM	LOCATION
SA Associates	Arcadia, CA
LAE Associates, Inc.	Placentia, CA
KOA Corporation	Monterey Park, CA
Transtech Engineers, Inc.	Chino, CA
Fountainhead Consulting Corporation	Fontana, CA
HR Green, Inc.	Corona, CA
MA Construction Services, Inc.	Yorba Linda, CA
AESCO	Huntington Beach, CA
JCR Inspection Services, Inc.	Upland, CA

The nine proposals were evaluated according to established rating criteria that considers a firm’s experience and capability to complete construction inspection services, qualifications of personnel, quality of proposed services, approach, and cost. Based on the rating results, SA Associates, LAE Associates, Inc., and KOA Corporation were selected as the top three candidates to provide on-call construction inspection services.

SA Associates was selected because of their quality proposal, experienced team that has worked with Arcadia on previous projects, and their high-quality work at competitive prices. SA Associates successfully provided construction inspection services for the City

of Arcadia for the Baldwin Avenue Sewer Capacity Improvement Project. SA Associates has provided on-call construction management and inspection services for the Cities of Azusa, El Monte, Glendale, Monterey Park, Norwalk, and others. In addition, SA Associates is an Arcadia-based firm, with its founding partner being a long-term resident.

LAE Associates, Inc. was selected because of their quality proposal, their vast history in construction inspection services similar to what the City of Arcadia is requesting, a broad spectrum of expertise within the firm, and their team's depth and experience. LAE Associates is a well-known firm having been in business for 39 years. Their proposal emphasizes delivering quality construction inspection services, and making sure that projects are completed on time and in accordance with plans and specifications. LAE Associates has provided on-call construction inspection services for the Cities of Claremont, Compton, El Monte, Norwalk, and San Dimas.

KOA Corporation was selected because of their quality proposal, their history of project work similar to Arcadia's request, and their team's experience. KOA Corporation has 35 years of specialization in construction management and inspection work for public agencies. KOA has a complete construction management and inspection division of dedicated professionals who have developed procedures and techniques to address every issue encountered in construction contracts. They have provided construction inspection services for the Cities of Rancho Mirage, Brea, El Monte, Redondo Beach, Corona, and Glendora.

These three firms were the highest rated in the categories mentioned above and their work examples were exceptional. Cost was also evaluated as part of all proposals as it is the City's directive to always receive quality pricing along with quality work product. All the firms reviewed had pricing proposals that are competitive, fair, and within the range of what is expected for these services. The top three firms bring different strengths and capabilities to fulfill the City's different project needs. Since the firms were not bidding on specific projects, there is no final cost to use for comparison. All three firms will enter into Professional Services Agreements ("PSAs") for a three-year term, with the option of two one-year extensions. The hourly rates for each firm are shown in the attached PSAs.

When on-call construction inspection services are needed, the firm best suited to provide the services based on their qualifications for a particular project and their ability to meet the project schedule will be asked to submit a proposal for the work. More than one firm may be requested to propose for a given project depending on the type and magnitude of the work. Staff will review the proposal(s) to make sure the scope of work and schedule are acceptable, and the cost for service is aligned with the hourly rates submitted for services. Proposals selected in this manner for construction inspection services will be administratively approved, and a purchase order prepared without any further PSAs. The proposals will not require subsequent City Council approval if the project was already approved during annual budget adoption, the Capital Improvement Program, and/or through grants that the Council has accepted. This will streamline the process and keep inflationary costs down during the term of the PSAs.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

All work through this proposal will be for projects that have already been approved by the City Council through the operating budget and Capital Improvement Program. Any costs incurred will be paid within the proposed budget of the approved project.

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 Professional Services Agreements for On-Call Construction Inspection Services with SA Associates, LAE Associates, Inc., and KOA Corporation, for a term of three years with two one-year optional extensions.

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Proposed Professional Services Agreement (SA Associates)

Attachment No. 2: Proposed Professional Services Agreement (LAE Associates, Inc.)

Attachment No. 3: Proposed Professional Services Agreement (KOA Corporation)

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT
ON-CALL CONSTRUCTION INSPECTION SERVICES**

This Agreement is made and entered into as of _____, 2023 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 91007("City"), and **SA Associates**, a California Corporation, with its principal place of business at 1130 West Huntington Drive, Unit 12, Arcadia, CA 91007 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

ON-CALL CONSTRUCTION INSPECTION SERVICES (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. All work performed by SA Associates and its employees shall be paid for at an hourly rate. This Agreement will be based on a fixed hourly rate schedule. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be for **three (3) years from the date of execution, with an option to extend the Agreement for two (2) additional one-year extensions**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall

maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$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 Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General

Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public

works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

Consultant is hereby made aware of the City’s requirements regarding materials, as set forth in **Request for Proposal**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Fred Alamolhoda, P.E., QSD as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Arcadia
240 West Huntington Drive
Arcadia, CA 91066
Attn: Carmen Masud, Deputy Public Works
Services Director

CONSULTANT:

SA Associates
1130 W. Huntington Drive, Unit 12
Arcadia, CA 91007
Attn: Shahnawaz Ahmad, P.E.

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND SA ASSOCIATES**

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

CITY OF ARCADIA

SA ASSOCIATES

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____
Printed Name: _____

ATTEST:

By: _____
City Clerk

By: _____
Title: _____
Printed Name: _____

APPROVED AS TO FORM:

CONCUR:

By: _____
City Attorney

Paul Cranmer
Public Works Services Director

EXHIBIT "A"

Scope of Services

The Scope of Services for the Construction Inspection Services shall include, but are not limited to the following:

- Providing part time/full time construction inspector duties in accordance with the City of Arcadia's procedures.
- Performing duties assigned by the PWSD/DSD Project Manager.
- Operating independently inspecting up to three projects within the City at any given time.
- Participating in pre-construction meetings, field meetings, and final project walk-throughs.
- Reviewing project plans and performing on-site inspections to verify compliance with the approved project plans before, during, and/or after construction.
- Ensuring projects are completed in conformance with Federal, State, and City statutes, regulations, ordinances, guidelines, applicable standards, specifications, and plans.
- Keeping proper inspection records and reports, photographs, and videos, including but not limited to, all load tickets, weight tickets, certifications of compliance, submittals, shop drawings, materials reports, daily reports, and other related documents received.
- Providing daily reports to the PWSD/DSD Project Manager to be kept on file on the City's computer system.
- Tracking time spent on inspecting projects.
- Notifying PWSD/DSD Project Manager of areas of non-compliance.
- Performing inspection of storm water management practices and storm water pollution prevention plan compliance during project inspections.
- Ensuring and inspecting for site safety traffic control including traffic control in the public right-of-way.

EXHIBIT "B"

Schedule of Charges/Payments



Proposal for Construction Inspection Services for the Public Works Services Department and Development Services Department



CITY OF ARCADIA

CONSTRUCTION INSPECTION SERVICES FOR THE PUBLIC WORK SERVICES DEPARTMENT AND DEVELOPMENT SERVICES DEPARTMENT

HOURLY RATES - SCHEDULE OF FEES

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

<u>Position</u>	<u>Hourly Rates</u>
Project Manager	\$235.00
Construction Inspector	\$125.00 to \$140.00
Secretary	\$108.00

Reimbursable In-House Costs

Photo Copies	\$ 0.15/each
Blueprints	\$ 0.50/S.F
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at	\$ 0.65/mile

Other Reimbursables

Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost+ 15%
Postage Delivery Service, Express Mail	cost+ 15%

NOTE: All rates listed above are effective to December 31, 2025
Escalation for subsequent years will be based on the Los Angeles Consumer Price Index

EXHIBIT "C"

Project Schedule

There is no project schedule as this is an "On-Call Construction Inspection Services Agreement".

DRAFT

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT
ON-CALL CONSTRUCTION INSPECTION SERVICES**

This Agreement is made and entered into as of _____, 2023 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 91007 ("City"), and **LAE Associates, Inc.**, a California Corporation, with its principal place of business at 650 N. Rose Drive, #182, Placentia, CA 92870 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

ON-CALL CONSTRUCTION INSPECTION SERVICES (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. All work performed by LAE Associates, Inc. and its employees shall be paid for at an hourly rate. This Agreement will be based on a fixed hourly rate schedule. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be for **three (3) years from the date of execution, with an option to extend the Agreement for two (2) additional one-year extensions**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall

maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$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 Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General

Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public

works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

Consultant is hereby made aware of the City’s requirements regarding materials, as set forth in **Request for Proposal**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Fred Alamolhoda, P.E., as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Arcadia
240 West Huntington Drive
Arcadia, CA 91066
Attn: Carmen Masud, Deputy Public Works
Services Director

CONSULTANT:

LAE Associates, Inc.
650 N. Rose Drive, #182
Placentia, CA 92870
Attn: Fred Alamolhoda, P.E.

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND LAE ASSOCIATES, INC.**

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

CITY OF ARCADIA

LAE ASSOCIATES, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____
Printed Name: _____

ATTEST:

By: _____
City Clerk

By: _____
Title: _____
Printed Name: _____

APPROVED AS TO FORM:

CONCUR:

By: _____
City Attorney

Paul Cranmer
Public Works Services Director

EXHIBIT "A"

Scope of Services

The Scope of Services for the Construction Inspection Services shall include, but are not limited to the following:

- Providing part time/full time construction inspector duties in accordance with the City of Arcadia's procedures.
- Performing duties assigned by the PWSD/DSD Project Manager.
- Operating independently inspecting up to three projects within the City at any given time.
- Participating in pre-construction meetings, field meetings, and final project walk-throughs.
- Reviewing project plans and performing on-site inspections to verify compliance with the approved project plans before, during, and/or after construction.
- Ensuring projects are completed in conformance with Federal, State, and City statutes, regulations, ordinances, guidelines, applicable standards, specifications, and plans.
- Keeping proper inspection records and reports, photographs, and videos, including but not limited to, all load tickets, weight tickets, certifications of compliance, submittals, shop drawings, materials reports, daily reports, and other related documents received.
- Providing daily reports to the PWSD/DSD Project Manager to be kept on file on the City's computer system.
- Tracking time spent on inspecting projects.
- Notifying PWSD/DSD Project Manager of areas of non-compliance.
- Performing inspection of storm water management practices and storm water pollution prevention plan compliance during project inspections.
- Ensuring and inspecting for site safety traffic control including traffic control in the public right-of-way.

EXHIBIT "B"

Schedule of Charges/Payments



Hourly Rates-Schedule of Fees

LAE's fee to perform the requested staff augmentation work will be in accordance with the hourly rates shown below. Team members will adhere to the needs of the City of Arcadia to complete the requested tasks.

Role	Hourly Rate
Principal-In-Charge	\$200
Senior Civil Engineer (P.E.)	\$195
Senior Project/Construction Manager (P.E.)	\$195
Senior Project/Construction Manager	\$175
Project/Construction Manager (P.E.)	\$165
Senior Construction Observer (Prevailing Wages)*	\$150
Senior Analyst	\$130
Junior Engineering Aid	\$70
Administrative Assistant	\$70
Actual Mileage (will be adjusted per IRS guidelines)	\$0.625/Mile
Other Direct Cost (printing, travel, etc.)	Actual

April 1, 2023 through June 30, 2026

with a three percent (3%) escalation clause to be approved by the City of Arcadia after June 30, 2026.

*Will be adjusted per Department of Industrial Relations (DIR's) future periodic increases.

EXHIBIT "C"

Project Schedule

There is no project schedule as this is an "On-Call Construction Inspection Services Agreement".

DRAFT

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT
ON-CALL CONSTRUCTION INSPECTION SERVICES**

This Agreement is made and entered into as of _____, 2023 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 91007 (“City”), and **KOA Corporation**, a California Corporation, with its principal place of business at 650 N. Rose Drive, #182, Placentia, CA 92870 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

ON-CALL CONSTRUCTION INSPECTION SERVICES (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. All work performed by KOA Corporation and its employees shall be paid for at an hourly rate. This Agreement will be based on a fixed hourly rate schedule. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be for **three (3) years from the date of execution, with an option to extend the Agreement for two (2) additional one-year extensions**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall

maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$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 Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General

Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is

anceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

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

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public

works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

Consultant is hereby made aware of the City’s requirements regarding materials, as set forth in **Request for Proposal**, which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Chuck Stephan, P.E., as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Arcadia
240 West Huntington Drive
Arcadia, CA 91066
Attn: Carmen Masud, Deputy Public Works
Services Director

CONSULTANT:

KOA Corporation
1100 Corporate Center Drive, #201
Monterey Park, CA 91754
Attn: Chuck Stephan, P.E.

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

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

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND KOA CORPORATION**

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

CITY OF ARCADIA

KOA CORPORATION

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____
Printed Name: _____

ATTEST:

By: _____
City Clerk

By: _____
Title: _____
Printed Name: _____

APPROVED AS TO FORM:

CONCUR:

By: _____
City Attorney

Paul Cranmer
Public Works Services Director

EXHIBIT "A"

Scope of Services

The Scope of Services for the Construction Inspection Services shall include, but are not limited to the following:

- Providing part time/full time construction inspector duties in accordance with the City of Arcadia's procedures.
- Performing duties assigned by the PWSD/DSD Project Manager.
- Operating independently inspecting up to three projects within the City at any given time.
- Participating in pre-construction meetings, field meetings, and final project walk-throughs.
- Reviewing project plans and performing on-site inspections to verify compliance with the approved project plans before, during, and/or after construction.
- Ensuring projects are completed in conformance with Federal, State, and City statutes, regulations, ordinances, guidelines, applicable standards, specifications, and plans.
- Keeping proper inspection records and reports, photographs, and videos, including but not limited to, all load tickets, weight tickets, certifications of compliance, submittals, shop drawings, materials reports, daily reports, and other related documents received.
- Providing daily reports to the PWSD/DSD Project Manager to be kept on file on the City's computer system.
- Tracking time spent on inspecting projects.
- Notifying PWSD/DSD Project Manager of areas of non-compliance.
- Performing inspection of storm water management practices and storm water pollution prevention plan compliance during project inspections.
- Ensuring and inspecting for site safety traffic control including traffic control in the public right-of-way.

EXHIBIT "B"

Schedule of Charges/Payments



A LOCHNER COMPANY
1. FEE PROPOSAL

KOA proposes the following fee schedule for this proposal:

CONSTRUCTION INSPECTOR PREVALING WAGE RATES FOR PUBLIC WORKS CONSTRUCTION

KIA

KOA Corporation			
2023 3 YEAR HOURLY RATE SCHEDULE			
Year ending 12/31	2023	2024	2025
Construction Inspector- Regular Shift (days)	\$142	\$149	\$156
Construction Inspector- Special Shift (nights/Sat)	\$148	\$155	\$162
Construction Inspector- 1.5X Overtime	\$192	\$201	\$211
Inspector- 2X OT	\$242	\$254	\$266
Construction Inspector- 4X OT	\$342	\$359	\$376
Administrative Assistant II	\$103	\$108	\$113
Administrative Assistant I	\$80	\$84	\$88
Intern	\$67	\$70	\$73

Non-federal aid rates are shown. Rates are subject to a 5% annual increase

Federal-aid projects are subject to the current Caltrans approved overhead rate for the project

- * Project reimbursable expenses are billed at cost.
- * Project expenses include: Non-commuter automobile mileage (\$0.625 per mile) or current IRS rate, postage and special courier expenses, travel expenses, reproduction, subcontractor services and other direct project expenses as requested by the client.
- * Telephone, equipment, and fax are included in the above hourly costs.
- * Direct expenses including blacklining, commercial CAD plotting, issuance of specially endorsed insurance certificate, and direct costs are billed at cost plus 5% unless stated otherwise in the proposal.
- * Building/Construction Inspectors on Public Works projects are subject to State mandated prevailing wage rates. Such rates are at the discretion of the State of California and subject to change at any time. Regular adjustments are anticipated by the State on a semi-annual basis.

Rates shown are full-time workdays/work weeks. 4 Hour minimum per day callout and for cancellation less than 2 workdays in advance.

EXHIBIT "C"

Project Schedule

There is no project schedule as this is an "On-Call Construction Inspection Services Agreement".

DRAFT



STAFF REPORT

Development Services Department

DATE: April 18, 2023

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Lisa Flores, Deputy Development Services Director

SUBJECT: RESOLUTION NO. 7489 AMENDING THE FISCAL YEAR 2022-23 OPERATING BUDGET AUTHORIZING AN APPROPRIATION TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES TO COMPLETE IMPLEMENTATION ACTIONS REQUIRED BY THE CITY'S ADOPTED HOUSING ELEMENT FOR THE 2021-29 PLANNING PERIOD IN THE AMOUNT OF \$185,000, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE IN THE AMOUNT OF \$90,000, AND EXTENDING THE CONTRACT TERM TO DECEMBER 31, 2024

CEQA: Not a Project
Recommendation: Adopt

SUMMARY

An amendment to the Professional Services Agreement ("PSA") with Kimley-Horn and Associates is being sought to complete various actions to implement the City's adopted Housing Element. Funds were allocated this Fiscal Year for work on the Housing Element; however, a number of additional and unexpected requirements from the State Office of Housing and Community Development ("HCD") were received and now necessitate a larger and more comprehensive project.

It is recommended that the City Council adopt Resolution No. 7489 (refer to Attachment No. 1) authorizing an appropriation to amend the Professional Services Agreement with Kimley-Horn and Associates, to complete implementation actions required by the City's adopted Housing Element for the 2021-29 planning period in the amount of \$185,000, offset by a reduction in the General Fund Reserve of \$90,000, and extending the contract term to December 31, 2024.

BACKGROUND

In 2021, the City Council authorized a Professional Services Agreement (“PSA”) with Kimley-Horn and Associates to update the City’s Housing Element for the 2021-29 planning period (6th Cycle), in the amount of \$208,692, of which \$150,000 was funded by a Local Early Action Planning (“LEAP”) Grant, to help defray costs of this work. Subsequently, there were two amendments to the PSA, with one approved by the City Manager on March 18, 2022, in the amount of \$7,500 to complete additional requirements from HCD. A second amendment for \$30,000 was approved by the City Council on November 29, 2022, bringing the total contract amount to \$246,192.

The City Council approved the Housing Element on February 15, 2022. Following Council’s approval, the City worked diligently with HCD to gain compliance, submitting 5 separate iterations of the documents. Based on a meeting and discussion with HCD on October 10, 2022, the City was provided with guidance that if the last remaining items were posted on the City’s website for public review for at least seven days, an extension would be granted to October 20, 2022, to accommodate the comment period. Through their review, HCD also informed the City that specific language had to be added to the City’s original Resolution on the Housing Element, even though it was already adopted by the City Council in February 2022. HCD also indicated that the revisions to the Resolution would be the last step to achieving certification. The fifth draft was posted on the City’s website for public review on October 13, 2022, and re-submitted to HCD on October 20, 2022, within the prescribed deadline.

On October 28, 2022, the City received a letter from HCD that stated one word (“residential”) was omitted from one of the programs for residential care facilities. For this reason, HCD found the City’s draft Housing Element was not in compliance. On November 9, 2022, the final amendments with the revised Resolution were submitted to HCD. Despite all indications from HCD staff, and the reality of the relevant submittal dates, the City received a “final” letter from HCD on January 6, 2023, indicating that although the City’s materials met the statutory requirements, the materials were not submitted in a timely manner. As a result, certain implementation actions were required (namely, significant rezoning efforts) before the State would make a finding of compliance. The proposed contract amendment will cover the consultant work necessary to complete the rezoning efforts.

DISCUSSION

Anticipating that follow-up work would be necessary to implement aspects of the Housing Element, the Development Services Department included \$95,000 in the approved Fiscal Year 2022-23 Budget. This budget was planned to be utilized for consultant services to develop an Inclusionary Housing Ordinance along with several other required code

changes and cleanup items designed to bring the City's housing policies in line with the new Housing Element. Other implementation actions such as rezoning projects, Municipal Code text amendments, and additional housing policies were anticipated to be included in subsequent budgets as funding and workload permitted. Upon adoption of a Housing Element, jurisdictions are typically given up to three (3) years to effectuate zone changes and other actions identified in the Element; however, HCD's failure to find the City's Element in compliance accelerates the need to complete much of this work.

While HCD does not specifically put a timeline on the major rezoning work, they did identify several actions that the City should complete by November 2023. These include updated code language for the City's Density Bonus regulations, updated code language related to emergency shelters, transitional and supportive housing, employee housing, and updated code language regarding mitigating constraints to housing choice for persons with disabilities. In addition to these required actions, the City already committed to drafting an Inclusionary Housing Ordinance as a top priority and first step toward implementation of the Housing Element. Because of HCD's stance related to the rezoning efforts, it is necessary to accelerate the anticipated budget and corresponding work for Fiscal Year 2023-24.

The rezonings include expanding the Downtown Mixed-Use Zone, establishing a Downtown Residential Overlay Zone, increasing the density of the Mixed-Use Zone and the High-Density Residential Zone, creating Overlays in the Live Oak and Las Tunas areas, and expanding the Residential-Flex Overlay into the General Commercial Zone. All these efforts expand opportunities for residential development into the City's commercial areas at a density that will be conducive to incentivizing residential development in general, and importantly, incentivizing and requiring affordable housing.

It is important for the City to expediently complete these rezoning efforts along with the other planned housing work. Although the City is challenging HCD on its ruling and continues to urge HCD to certify the Housing Element, the lack of a certified element puts Arcadia at risk of losing certain State funding sources and makes the City susceptible to non-compliant development projects.

Kimley-Horn and Associates is uniquely positioned to complete this work at a speed and cost unmatched by other consultants. The reason for this is that Kimley-Horn has assisted the City with all facets of the Housing Element thus far. They are in possession of all relevant maps and zoning information and they have completed extensive, site-by-site analyses of many targeted rezoning areas. All of this previous work eliminates the need for extensive and costly foundational research that any other housing consultant would need to complete. Since they are currently under contract with the City, it is recommended that an amendment be processed with Kimley-Horn and Associates to complete this work. The term of the contract is proposed to be extended until the end of 2024 to ensure that

all steps can be completed, and to avoid the need for future extensions, should there be any delays in the process; Attachment No. 2 provides the proposed scope of work from Kimley-Horn. The scope provides a list of all the items within the Implementation Program for the Housing Element and estimates a cost to complete each item. In reviewing the proposed scope, it is requested that all items that were specifically listed by HCD in the January 6, 2023, letter be included in the project. In addition, the Inclusionary Housing item and additional implementation items originally planned for this Fiscal Year should also be included. Taken together, along with the proposed CEQA costs to evaluate the project, the proposed scope of work totals \$185,000. Additional items not included in the requested amount are expected to be completed by staff over time, as these are not as urgent and have not been specifically identified by HCD.

ENVIRONMENTAL ANALYSIS

The approval of the amended scope of work for the Agreement is not in and of itself, a project per the California Environmental Quality Act (“CEQA”), as it can be seen with certainty that it will have no impact on the environment. As shown in Attachment No. 2, it is anticipated that the rezoning work and text amendments will be accompanied by an Initial Environmental Study and Mitigated Negative Declaration when the project is brought back through Planning Commission and City Council at a later date.

FISCAL IMPACT

The total contract amount for the Housing Element Update was \$246,192. This amount included additional appropriations of \$7,500 in March 2022 and \$30,000 in November 2022, to cover additional costs brought about by HCD’s extensive comments. Of the \$246,192 approved, a total of \$150,000 was funded by a LEAP grant provided by the State.

To fund the proposed amendment to the contract, the existing Development Services Department budget includes \$95,000 for the development of an Inclusionary Housing Ordinance and additional housing implementation actions. In order to cover the required rezoning items and other actions identified by HCD, an additional \$90,000 budget appropriation is being requested. It is likely that this amount would have been included in the Fiscal Year 2023-24 budget, but HCD’s action necessitates that this funding is requested earlier to complete the identified work. This would equate to a total budget amendment with Kimley-Horn and Associates of \$185,000, with \$95,000 already provided in the budget and an additional \$90,000 appropriated from the General Fund Reserve. There is sufficient funding available in the General Fund Reserve for appropriation of the requested \$90,000.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 7489 authorizing an appropriation to amend the Professional Services Agreement with Kimley-Horn and Associates, to complete implementation actions required by the City's adopted Housing Element for the 2021-29 planning period in the amount of \$185,000, offset by a reduction in the General Fund Reserve of \$90,000, and extending the contract term to December 31, 2024.

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 7489

Attachment No. 2: Proposed Scope of Work from Kimley-Horn and Associates

Attachment No. 1

RESOLUTION NO. 7489

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-23 OPERATING BUDGET AUTHORIZING AN APPROPRIATION TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES TO COMPLETE IMPLEMENTATION ACTIONS REQUIRED BY THE CITY'S HOUSING ELEMENT FOR THE 2021-2029 PLANNING PERIOD IN THE AMOUNT OF \$185,000, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE IN THE AMOUNT OF \$90,000, AND EXTENDING THE CONTRACT TERM TO DECEMBER 31, 2024

WHEREAS, on January 19, 2021, the City Council approved a Professional Services Agreement with Kimley Horn and Associates to assist in the preparation of the State-required update to the Arcadia General Plan Housing Element ("Housing Element Update"), in the amount of \$208,692; and

WHEREAS, as part of the approval of the Housing Element Update, the City Council authorized the acceptance of a Local Early Action Planning ("LEAP") grant in the amount of \$150,000 to defray much of the costs of the Housing Element Update work; and

WHEREAS, on March 18, 2022, the City Manager approved a contract amendment in the amount of \$7,500 of existing Planning Contract Services budget funding to augment the contract for the Housing Element Update in reaction to the State Housing and Community Development Department's ("HCD") extension of time frames to complete the Housing Element Update and additional requirements for the City to address within the Update; and

WHEREAS, due to the fact that HCD continued to raise comments and issues on the Housing Element Update despite the City and its consultants' repeated attempts to address the comments and issues led to a substantial amount of additional consultant

work on the Housing Element Update, on November 29, 2022, the City Council approved an additional contract amendment in the amount of \$30,000; and

WHEREAS, due to HCD's current stance that City must complete rezoning efforts and other tasks prior to HCD's final determination that the Housing Element substantially complies with the law, the City must accelerate additional work on the implementation of Housing Element actions, and

WHEREAS, the City Manager has certified that there are sufficient reserves available in General Fund unprogrammed reserves for appropriation.

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

SECTION 1. The sum of Ninety Thousand dollars (\$90,000) is hereby appropriated from the General Fund Reserve to amend the Professional Services Agreement with Kimley Horn and Associates to complete implementation actions required by the City's Housing Element for the 2021-2029 Planning Period and extend the contract term to December 31, 2024.

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 18th day of April, 2023.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



March 1, 2023

Mr. Jason Kruckeberg
City of Arcadia
240 West Huntington Drive
Arcadia, CA 91066

Dear Mr. Kruckeberg:

RE: SCOPE OF WORK FOR HOUSING ELEMENT REZONE PROGRAM

Kimley-Horn is providing this Scope of Work for the completion of the City of Arcadia's Housing Element rezone programs, pursuant to the recently adopted 6th Cycle Housing Element. This Scope of Work will accommodate the following tasks:

- Rezone Programs to implement Housing Element Programs 5-7, 5-8, 5-9, 5-10 and 5-11
- Code Amendments to implement Housing Programs 5-18, 5-19, 5-20, 5-24, 5-26, 5-28, 5-31, 5-33, 5-34, 5-35
- Assistance to staff in monitoring for 17 programs in the Housing Element
- Assumed completion of the effort in 2023.

Kimley-Horn has review the assumed scope and effort for each of these implementation items and has identified an estimated fee and general scope of work. Kimley Horn understands the City will be providing assistance/collaboration for all of the above items and suggests working with staff to identify efficiencies and other cost saving measures. We suggest the City allocate funds incrementally on a not to exceed basis to maximize use of staff resources and minimize costs.

The Table below, provides a summary and estimated cost for each task item.

Table A: Propose Scope and Fee Estimate

Task	Name	Description/Scope	Estimated Fee
5-7	Expansion of DMU to Permit Residential Uses	<p>For all commercial properties east of 2nd Avenue in Downtown and west of 5th and properties along Santa Anita and Roly (39 acres)</p> <ul style="list-style-type: none"> • Allow projects by-right if 20% affordable • Incentives to developers, Outreach/promotion • Min. 20 d/u acre • Designed to provide low/very low income 	<p>\$5,500</p> <p><i>Assumed effort of 26 hours</i></p>
5-8	DMU Overlay over CM parcels	<p>For Scattered properties north of Downtown (8 acres)</p> <ul style="list-style-type: none"> • Allow projects by-right if 20% affordable • Incentives to developers, outreach/promotion • Min. 20 d/u acre • Designed to provide low/very low income • Monitor annually • Meetings w/ stakeholders 	<p>\$7,500</p> <p><i>Assumed effort of 35 hours</i></p>
5-9	Increase Density of the MU Zone	<p>For MU properties on Live Oak/Las Tunas and First Avenue</p> <ul style="list-style-type: none"> • Revised density from 40 – 50 du/acre • 100% res projects are by-right, and 	<p>\$11,500</p> <p><i>Assumed effort of 54 hours</i></p>

Task	Name	Description/Scope	Estimated Fee
		by-right if 20% affordable <ul style="list-style-type: none"> • Incentives to developers, outreach/promotion • Min. 20 d/u acre • Designed to provide low/very low income • Monitor annually • Meetings w/ stakeholders 	
5-10	Expand and Update Res Flex Zone (Las Tunas)	For Commercially zoned properties west of Santa Anita <ul style="list-style-type: none"> • Increase max density to 60 du/acre • Allow projects by-right if 20% affordable • Incentives to developers, outreach/promotion • Min. 20 d/u acre • Designed to provide low/very low income 	\$15,000 <i>Assumed 70 hours</i>
5-11	Expand and Update Res Flex Zone (Live Oak)	For Commercially zoned properties east of Santa Anita <ul style="list-style-type: none"> • Increase max density to 50 du/acre • Allow projects by-right if 20% affordable • Incentives to developers, outreach/promotion • Min. 20 d/u acre 	\$15,000 <i>Assumed effort of 70 hours</i>

Task	Name	Description/Scope	Estimated Fee
		<ul style="list-style-type: none"> Designed to provide low/very low income Meetings w/ stakeholders 	
5-12	Residential Overlay in CG Zone	<p>For CG properties throughout City – Baldwin, Foothill, Duarte (74 acres)</p> <ul style="list-style-type: none"> Density is 30 du/acre (50% redev potential) Allow projects by-right if 20% affordable Incentives to developers, outreach/promotion Min. 20 d/u acre Designed to provide low/very low income 	<p>\$15,000 <i>Assumed effort of 70 hours</i></p>
5-13	Increase Density of the R-3 Zone.	<p>For properties throughout the City (177 acres)</p> <ul style="list-style-type: none"> Increase density from 30 to 40 du/acre Allow projects by-right if 20% affordable Incentives to developers, outreach/promotion Min. 20 d/u acre Designed to provide low/very low income 	<p>\$9,500 <i>Assumed effort of 45 hours</i></p>
5-18	Candidate Sites uses in Prior Housing Element Cycle	<ul style="list-style-type: none"> Adopt Code Amendments that Allow by right if 20% affordable 	<p>\$2,500 <i>Assumed effort of 11 hours</i></p>

Task	Name	Description/Scope	Estimated Fee
		<ul style="list-style-type: none"> Identify sites and provide incentives for development 	
5-19	Inclusionary Housing Policy	<ul style="list-style-type: none"> Draft policy Goal is 20% low and very low. Phased? 	<p>\$17,500</p> <p><i>Assumed effort of 83 hours</i></p> <p><i>Subconsultant may be required</i></p>
5-20	Lot Consolidation Incentives	<ul style="list-style-type: none"> Draft incentives into Code Make projects ministerial Additional incentives/fee schedule changes 	<p>\$5,500</p> <p><i>Assumed effort of 26 hours</i></p>
5-22	Replacement Unit Program	<ul style="list-style-type: none"> Draft policy and regulatory requirements to comply with state law 	<p>\$2,500</p> <p><i>Assumed effort of 11 hours</i></p>
5-24	Employee Housing/Emergency Shelters/Transitional and Supportive Housing	<ul style="list-style-type: none"> Amend code to comply with state law 	<p>\$3,500</p> <p><i>Assumed effort of 16 hours</i></p>
5-26	SB-35 Streamlining	<ul style="list-style-type: none"> Update to establish process and streamline residential development projects that provide at least 10% low income affordable units. Compliance with state law 	<p>\$15,000</p> <p><i>Assumed effort of 71 hours</i></p>
5-28	Affordable Housing for Persons with Special Needs	<ul style="list-style-type: none"> Amend Code to add incentives for projects that include such 	<p>\$3,500</p> <p><i>Assumed effort of 16 hours</i></p>

Task	Name	Description/Scope	Estimated Fee
		housing, fee waivers, etc.	
5-31	Fair Housing Standards	<ul style="list-style-type: none"> • Create Objective Design Standards • Amend code in include standards and provisions • Collaborate with appropriate organizations • Participate in regional work (like LACDC) 	\$55,000 <i>Assumed effort of 261 hours</i>
5-33	Supportive Housing/Low Barrier Navigation Centers	<ul style="list-style-type: none"> • Adopt policies code to comply State Law. 	\$3,500 <i>Assumed effort of 16 hours</i>
5-34	Mitigation Constraints to Housing Choice for Persons with Disabilities	<ul style="list-style-type: none"> • Update code to comply with State law 	\$5,500 <i>Assumed effort of 26 hours</i>
5-35	Mitigation Constraints for the Development of Affordable Housing Projects	<ul style="list-style-type: none"> • Create a Pre-approved list of incentives for use by developers in the Code 	\$5,500 <i>Assumed effort of 26 hours</i>
5-37	Mobile Homes and Manufactured Homes	<ul style="list-style-type: none"> • Update code to comply with latest state law 	\$3,500 <i>Assumed effort of 16 hours</i>

We look forward to working collaboratively with the City of Arcadia on this project.

Respectfully Submitted,

David Barquist, AICP

Task 1: Environmental Compliance

Based on an understanding that the Project proposes the implementation of Zone Changes and General Plan Updates proposed within the City of Arcadia 6th Cycle Housing Element Update (HEU) and discussions with the City, it is anticipated that an Initial Study/Mitigated Negative Declaration (ISMND) is the suitable environmental document for the analysis of this Project.

Task 1.1: Project Initiation

The Kimley-Horn environmental team will review the City's HEU, the HEU ISMND, City's General Plan, the City's Development Code, as well as any relevant parcel information that may be necessary to the Project. Kimley-Horn will confirm the overall approach and schedule with the City. Kimley-Horn will also prepare a draft Project Description and submit it to the City for approval.

City staff will be responsible for AB 52/SB 18 notifications and any follow-up consultations; however, Kimley-Horn will provide consultation support if requested by City staff. A maximum of four hours is assumed for this task.

Task 1.2: Administrative Draft ISMND

Once the Project Description has been approved by the City, it will be integrated into the ISMND in accordance with the recently adopted CEQA Guidelines for the Implementation of the California Environmental Quality Act of 1970, as amended. Kimley-Horn will prepare a programmatic ISMND which includes a description of the project's location, environmental setting/baseline conditions, and characteristics. The ISMND's main body will consist of an environmental checklist and the supporting environmental analyses, which will consider the whole action involved with the project.

Environmental resources anticipated to be addressed in the ISMND include:

- Aesthetics
- Agriculture and Forestry
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Minerals
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

Kimley--Horn will prepare an Administrative Draft ISMND for City review and comment. Kimley-Horn will incorporate one consolidated set of comments and prepare a final “check copy” of the Draft ISMND for City approval for publication. This scope of work does not include responding to separate CEQA/legal comments from third party reviewers from the City. Kimley-Horn will rely upon the accuracy of the City-provided data and assumes that the City will provide timely responses and any required information needed to prepare the Administrative Draft ISMND, Draft ISMND, and/or Final ISMND.

Task 1.3: Public Draft ISMND

Upon approval by the City, Kimley-Horn will assist with preparing the Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) to be filed to the Los Angeles County Clerk. This scope of work assumes that physical distribution of notices to the Los Angeles County Clerk and agencies will be completed by the City. This scope assumes the posting of newspaper notices will be conducted by the City. Kimley-Horn will provide a PDF version of the ISMND to the County for posting on its website.

Kimley-Horn will also prepare the Notice of Completion (NOC) and submit both the NOC and the NOI electronically to the State Clearinghouse in accordance with CEQA as required for this filing.

This scope assumes that all posting fees, including any California Department of Fish and Wildlife (CDFW) fees will be provided by the City.

Task 1.4: Final ISMND

On behalf of the City, the Kimley-Horn environmental team will prepare responses to written comments received during the public review period of the Draft ISMND. Draft responses will be submitted to the City for review and approval. Responses will be incorporated into the Final ISMND, which will be compiled to reflect any changes to the document that may have resulted from comments. The Final ISMND will be submitted to the City for review and consideration by the City Council for adoption of the Mitigated Negative Declaration and Project approval. Kimley-Horn assumes that the Final ISMND will consist of the Draft ISMND along with a Comments and Responses supplement. Given the difficulty in predicting the nature and extent of Draft ISMND public comments, this task assumes a maximum of 20 hours for responding to public comments on the ISMND.

Kimley-Horn will prepare a Mitigation Monitoring and Reporting Plan (MMRP) to be adopted by the City should the Project be approved. If the City Council adopts the Mitigated Negative Declaration and approves the Project, Kimley-Horn will prepare a Notice of Determination (NOD) and submit it to the City for submittal to the County Clerk. Assistance can be provided to post the NOD electronically to State Clearinghouse, if required.

This scope assumes that all posting fees, including any California Department of Fish and Wildlife (CDFW) fees will be provided by the City.

Task 1.5: Project Management and Coordination

If desired by the City, a member of the Kimley-Horn environmental team will attend up to six (6) hour-long conference calls to review status and discuss deliverables, cumulatively not to exceed 6 hours of total Kimley-Horn staff time. Kimley-Horn will be prepared to answer questions relative to the environmental aspects of the Project. This task also includes attendance of one Kimley-Horn environmental team member at up to one public hearing, budgeted at an additional 10 hours of total staff time including preparation, attendance, and follow-up.

The Kimley-Horn environmental team will be led Mrs. Kari Cano. Kari will personally review the CEQA documentation and related analyses for compliance with CEQA. Kari has 18 years of experience in CEQA/NEPA compliance. Kari will personally review the CEQA documentation and related analyses for compliance with CEQA. The budget below assumes up to 30 hours of project management time over the approximately 6-month schedule.

Schedule

Kimley-Horn will expedite the schedule to the extent practical.

Notice to Proceed	Week 1
AB52 Consultation	Weeks 2- 9 (<i>estimated</i>)
Prepare Project Description	Week 1
City Review/Concurrence	Week 2
Admin Draft ISMND	Weeks 2 - 6
City Review	Weeks 7-8
Revised Admin Draft ISMND	Weeks 9-10
City "OK for Print"	Week 11
Draft ISMND Production	Week 12
Prepare Notice of Intent	Week 13
30-day Public Review	Weeks 14-17
Final ISMND Preparation	Weeks 19-21
City Review	Weeks 22-23
Final ISMND Publication	Week 24
Public Hearing for ISMND	Week 25<

This schedule is highly dependent on timely review and responses from City staff. If a separate review process by the applicant or City third party CEQA reviewer or legal counsel is desired, the schedule and fee estimate may be increased to allow for additional coordination and review/revision time.

Fees

Kimley-Horn will perform the Services in Tasks 1.1 through 1.5 on a Lump Sum basis with the anticipated total fee as shown on the Fee and Expense Table presented below.

Task	Description	Fee Type	Fee
1.1	Project Initiation	Lump Sum	\$3,000
1.2	Administrative Draft ISMND	Lump Sum	\$25,000
1.3	Public Draft ISMND	Lump Sum	\$10,000
1.4	Final ISMND	Lump Sum	\$5,000
1.5	Project Management, Meetings, and Coordination	Lump Sum	\$4,000
Total			\$45,000