

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, April 16, 2024, 7:00 p.m.

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

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

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

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

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

How to Submit Public Comment:

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

1. **In-Person:** Complete a Speaker Card, indicating the agenda item number and submit it to the City Clerk prior to the meeting, or simply come to the podium when the Mayor asks for those who wish to speak. Speakers shall be limited to five (5) minutes per person. At the Mayor's discretion, the time limit may be shortened to allow all speakers to address the City Council.

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

1. **Website:** Please submit your comments using our online public comment form at ArcadiaCA.gov/comment. 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。

1. CALL TO ORDER

2. INVOCATION

Reverend Darwin Ng, Arcadia Police Department Chaplain

3. PLEDGE OF ALLEGIANCE

Girl Scout Troop 921

4. ROLL CALL OF CITY COUNCIL MEMBERS

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

5. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

6. PRESENTATIONS TO OUTGOING CITY CLERK GENE GLASCO

Presentation by Supervisor Kathryn Barger
Presentation by Maile Plan on behalf of Congresswoman Judy Chu
Presentation by Erica Nam on behalf of Senator Anthony Portantino
Presentation by Fion Lam on behalf of Assemblymember Mike Fong
Presentation by Arcadia Unified School District Board Vice President Raymond Cheung and Superintendent Dr. David Vannasdall
Presentation by Brian Greene and Karen McNair of the Arcadia Chamber of Commerce
Presentation by Mayor April Verlato

Remarks by outgoing City Clerk Gene Glasco

7. PRESENTATIONS

- a. Presentation of Education and Sharing Day Proclamation to Rabbi Sholom Stiefel, Chabad of Arcadia.
- b. Presentation of Mayor's Certificates of Commendation to Girl Scout Troop 5541 for receiving the Gold Award.

8. PUBLIC HEARING

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

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

- a. Resolution No. 7558 establishing and adjusting various fees for City services.
CEQA: Not a Project
Recommended Action: Adopt

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

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

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

11. CONSENT CALENDAR

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

- a. Special and Regular Meeting Minutes of March 19, 2024, and Special Meeting Minutes of March 23, 2024.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7550 authorizing submittal of the Fiscal Year 2023-24 Transportation Development Act – Article 4 Claim Forms to receive capital and operating funds for Arcadia Transit.
CEQA: Not a Project
Recommended Action: Adopt

- c. Resolutions for the quitclaim/vacation of easements for the Alexan Azalea Mixed-Use Project.
- Resolution No. 7551 quitclaiming a public access easement for sewer purposes over the property at 150 North Santa Anita Avenue and finding no further environmental review is required pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Section 15162.
CEQA: No Further Environmental Review is Required
Recommended Action: Adopt
- Resolution No. 7552 ordering the vacation of a public utility easement that was previously retained in the vacation of the east/west alley within the block bounded by Santa Anita Avenue, Santa Clara Street, First Avenue and Wheeler Avenue and finding no further environmental review is required pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Section 15162
CEQA: No Further Environmental Review is Required
Recommended Action: Adopt
- d. Resolution No. 7548 adopting updated “Vehicle Miles Traveled” thresholds of significance for purposes of analyzing transportation impacts under the California Environmental Quality Act (“CEQA”).
CEQA: Exempt
Recommended Action: Adopt
- e. Resolution No. 7553 amending the Fiscal Year 2022-23 Capital Improvement Program Budget (Project 41850823), authorizing a supplemental budget appropriation for design and construction services for the new compressed natural gas facility at the Public Works Services yard in the amount of \$1,130,000, offset by a reduction in Federal Section 5307 and Proposition A Funds.
CEQA: Exempt
Recommended Action: Adopt
- f. Resolution No. 7555 amending the Fiscal Year 2023-24 General Fund Budget, authorizing a supplemental budget appropriation for the purchase of paramedic supplies in the amount of \$25,000, offset by a reduction in the General Fund Reserve; and approving a Change Order to the Purchase Order with Life-Assist Inc., increasing the threshold limit of the Purchase Order amount overall.
CEQA: Not a Project
Recommended Action: Adopt and Approve
- g. Resolution No. 7556 amending the Fiscal Year 2023-24 General Fund Budget, authorizing a supplemental budget appropriation for fire apparatus and service repairs in the amount of \$100,000, offset by a reduction in the General Fund Reserve; and approving a Change Order to the Purchase Order with Performance Truck Repair Inc. in the amount of \$100,000.
CEQA: Not a Project
Recommended Action: Adopt and Approve
- h. Resolution No. 7559 amending Resolution No. 7383 establishing compensation and related benefits for City Council, Executive Management, Management, and Unrepresented Confidential Employees for July 1, 2021, through June 30, 2024 (City Clerk).
CEQA: Not a Project
Recommended Action: Adopt

- i. Reject the bid from Phoenix Contracting for one custom enclosed mobile trailer; and award the bid and Purchase Order to the next lowest bidder, New Trend Custom Trailer Inc., in an amount not to exceed \$80,500.
CEQA: Not a Project
Recommended Action: Approve
- j. Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of one 2024 Toyota Camry and one 2024 Toyota RAV4 in the amount of \$79,397.50.
CEQA: Not a Project
Recommended Action: Approve
- k. Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of two Ford Police Interceptor Patrol Utility vehicles in the amount of \$103,121.46.
CEQA: Not a Project
Recommended Action: Approve

12. CITY MANAGER

- a. Presentation on Rio Hondo/San Gabriel River Water Quality Group Regional Stormwater Project Alternative.
- b. Consideration of call for review of the Planning Commission approval of Multiple Family Architectural Design Review No. MFADR 23-03, Tentative Tract Map No. TTM 23-05 (84291), Healthy Tree Removal No. TRH 23-04, and Protected Tree Encroachment No. TRE 23-10 for a 16-unit, contemporary style, multi-family residential condominium development at 314-326 S. Second Avenue.
CEQA: Exempt
Recommended Action: Provide Direction
- c. Resolution No. 7557 amending the Fiscal Year 2023-24 Operating Budget, authorizing a supplemental budget appropriation for the Par 3 Golf Course emergency pole replacement in the amount of \$26,700, offset by a reduction in the Par 3 Fund; and approving the Purchase Order with Judge Netting, Inc. for the Par 3 Golf Course emergency pole replacement in the amount of \$26,700.
CEQA: Exempt
Recommended Action: Adopt and Approve

13. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, May 7, 2024, 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。



City of Arcadia

PROCLAMATION

WHEREAS, the basis for the continuity of any society is education; and in the great city of Arcadia the education of our youth is a priority; and

WHEREAS, in order to achieve its highest goals, education must not only impart knowledge but also teach the students how to live, forming and strengthening their moral character to make a better life for themselves as individuals and for society as a whole; and

WHEREAS, a global spiritual leader, the Rebbe, Rabbi Menachem M. Schneerson, of righteous memory, stressed that a moral and ethical education empowers every individual to develop their full potential in making the world a better place; and

WHEREAS, such an education can nurture the unity of diverse peoples through encouraging increased acts of goodness and kindness, imbued with the awareness that even a single positive act of an individual can change the world and usher in an era of global peace; and

WHEREAS, April 19, 2024, will mark 122 years since the Rebbe's birth, and this year begins the celebrations of the 75th anniversary of his leadership of the Chabad-Lubavitch movement. "Chabad" is an acronym of three Hebrew words for "wisdom, understanding and knowledge." The name "Lubavitch" comes from the city which served as the movement's headquarters for over a century and means City Of Love. Of all the ethical values which inform our civilization, none is more important than love - love of wisdom, love of our fellowman, and love of our Creator. These values, rooted in the Seven Noahide Laws, have guided the Chabad-Lubavitch movement throughout its history, and are the essence of education at its best, and we should be certain to pass on this precious heritage to all young Americans; and

WHEREAS, "Education & Sharing Day" is observed each year on the Rebbe's birthday in recognition of his outstanding and lasting contributions toward the improvement of education, morality, and acts of charity around the world; a day to pause and reflect on our responsibility to ensure our youth have the foundation necessary to lead lives rich in purpose and fulfillment through service and good works.

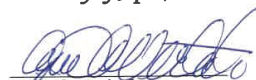
NOW, THEREFORE, I, April Verlato, Mayor of Arcadia, California, do hereby proclaim Friday, April 19, 2024, as

EDUCATION AND SHARING DAY

in the City of Arcadia and call upon everyone to work together to create a better, brighter, and more promising future for all.



Dated this
16th Day of April, 2024


April A. Verlato, Mayor



STAFF REPORT

Administrative Services Department

DATE: April 16, 2024

TO: Honorable Mayor and City Council

FROM: Henry Chen, Interim Administrative Services Director

SUBJECT: RESOLUTION NO. 7558 ESTABLISHING AND ADJUSTING VARIOUS FEES FOR CITY SERVICES
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

On July 21, 2020, the City Council approved a User Fee Cost Recovery Level Policy (User Fee Policy), which provides recommended guidance on cost recovery levels and update frequency. The policy states that the User Fee Schedule will be adjusted annually by the higher of: general increases to total labor costs, or the Consumer Price Index for the Los Angeles Urban Wage Earners and Clerical Workers (“CPI-W”), in order to ensure that fee rates and cost recovery levels are maintained over time.

Staff performed the calculation based on the CPI-W index for January 2024 and reviewed the new fees with each department. Some adjustments were made by the department to reflect their discretion, market conditions, and other factors for the calculated new fees. Some fees that the City charges are based on fees charged by outside agencies. Several of those ‘outside agency’ fees for next fiscal year have not been finalized by the appropriate agencies yet. Once those fees are finalized, this item will return to the City Council to update the relevant fees.

The proposed resolution would add 9 new fees, increase 475 fees, reduce 8 fees, and leave 217 fees unchanged. Upon implementation, the fees would increase revenues Citywide by approximately \$80,000 annually. It is recommended that the City Council conduct a public hearing and adopt Resolution No. 7558 adjusting user fees for the City of Arcadia.

BACKGROUND

The City’s Citizens Financial Advisory Committee (“CFAC”) recommended that the City retain consultant services to assist in preparing a detailed cost analysis of the City’s productive hourly rates and user fees; and to adopt a User Fee Policy to provide guidance on the appropriate levels of cost recovery for fee-based activities. The

objective was to ensure that the City is fully accounting for the costs and recovering adequate fees for providing those services. The City hired Willdan Financial Services (“Willdan”) to prepare an updated user fee schedule. Willdan’s focus was to ensure that the City is utilizing comprehensive overhead rates and accurately accounting for the true cost of providing various programs and services within City operations. Their report identified the recommended charges for City services and the recommended level of cost recovery as determined through discussion with City staff and the City’s User Fee Policy, adopted on July 21, 2020.

The User Fee Policy provides guidance on the appropriate levels of cost recovery for fee-based activities. This policy served as a general framework for developing specific user fee recommendations. The philosophy behind the policy and recommended cost recovery level policies is provided below:

1. **Communitywide vs. Private Benefit:** The use of taxpayer dollars is appropriate for services that benefit the community such as Police Patrol services. When the service or program provides a benefit to specific individuals or groups such as the issuance of building permits, it is common for the individual(s) receiving that benefit to pay for the full cost of that service.
2. **Service Recipient vs. Service Driver:** The concept of the service recipient vs. service driver is particularly important for regulated activities such as development review and public issued permits. Although the community primarily benefits, 100% cost recovery from the “driver” of the need for service is appropriate such as a building permit or Fire Code occupancy permit.
3. **Consistency with City Goals and Policies:** City policies and Council goals related to the community’s quality of life may also be factors in setting cost recovery levels. For example, fee levels can be set to promote healthy habits, facilitate environmental stewardship (e.g., encouraging solar panel installations), or discourage certain actions (e.g., false alarms).
4. **Elasticity of Demand for Services:** The level of cost recovery can affect the demand for services. A higher level of cost recovery could ensure the City provides services such as recreational classes or summer camps for children and youth, without over-stimulating the market with artificially low prices. Such low prices, which reflect a high General Fund subsidy, may attract participants from other cities or crowd out private options for the same service. However, high-cost recovery levels could negatively impact the demand for such services to low-income individuals, children, or seniors.
5. **Availability of Services from the Private Sector:** High-cost recovery levels are generally sought in situations where the service is available from other sources to preserve taxpayer funds for core City services. Conversely, services that are not

available from other sources and are typically unavoidable and primary governmental services typically have low or zero cost recovery levels.

The table below overlays certain cost recovery levels grouped in High (70.1% to 100%), Medium (30.1% to 70%), and Low (0% to 30%) cost recovery percentage ranges. It is important to note that these groupings provide policy guidance and are not absolute. Overall, the proposed fees in this study generally follow these patterns.

COST RECOVERY LEVELS	COST RECOVERY PERCENTAGE RANGE	POLICY CONSIDERATIONS	FEE EXAMPLES
HIGH	70.1% - 100%	<ul style="list-style-type: none"> Individual users or participants receive most or all the benefit of the service. Other private or public sector alternatives provide the service. The use of the service is specifically discouraged. The service is regulatory in nature 	Business Licenses & Permits Building & Planning Fees Attorney Fees Fire Code Fees Street Fees Parking Fees
MEDIUM	30.1% - 70%	<ul style="list-style-type: none"> Services having factors associated with the Low and High-cost recovery levels 	Paramedic Membership Weed Abatement
LOW	0% - 30%	<ul style="list-style-type: none"> No intended relationship between the amount paid and the benefit received. Fee collection would not be cost effective and/or would discourage compliance with regulatory requirements. No intent to limit the use of the service. Public at large benefits even if they are not the direct users of the service. Affordability of service to low-income residents/seniors 	Recreation Fees (Classes) Library Fees (Programs) Facility Rentals

DISCUSSION

For Fiscal Year 2024-25, staff has taken the fees from the prior fiscal year and, per the User Fee Policy, adjusted them based on the CPI-W index for January 2024. The Bureau of Labor Statistic calculated the annual inflation factor for January to be 2.0%. The calculated fees were then provided to each department for their review. Based on each individual department's analysis, some fees were further adjusted to reflect market conditions or other policy considerations.

Nine new fees are proposed to be added to the fee schedule, which can be found in the Development Services, Library & Museum Services, and Public Works Services Departments. The new Development Services fees are for zoning clearance for Accessory Dwelling Units ("ADU") that are over 800 square feet and an additional fee for amendments to an application that are not listed in the schedule. The Library & Museum Services fees are related to lost chargers and books that are returned with missing labels. The new Public Works Services fees are related to water turn on after repairs and a refundable deposit fee for infrastructure restoration.

The proposed resolution would add 9 new fees, increase 475 fees, reduce 8 fees, and leave 217 fees unchanged. Upon implementation, the increased fees are projected to increase revenues by approximately \$80,000 annually. It is recommended that the City Council conduct a public hearing and adopt Resolution No. 7558 establishing and adjusting various fees for the City of Arcadia.

PUBLIC COMMENTS/NOTICE

Consideration of Resolution No. 7558 requires a public hearing, which, per Resolution No. 7483, was noticed to the public by posting at the City Council Chambers, City Clerk's Office, the Public Library, and the City's website, beginning on April 4, 2024. As of the time this report was written, no comments have been received.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Projecting the fiscal impact of new fees is highly difficult due to the demand-based nature of fees, which fluctuates widely. Nonetheless, a calculation has been created based on percentage increases/decreases proposed in key fee categories. The fiscal impact from the fee adjustments is estimated to generate an additional \$80,000 of revenues annually. The new fees will be reflected in the proposed Fiscal Year 2024-25 budget and would go into effect on July 1, 2024.

RECOMMENDATION

It is recommended that the City Council find that the proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7558 establishing and adjusting various fees for City services.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution 7558 (includes updated User Fee Schedule as Exhibit “A” to the Resolution)

RESOLUTION NO. 7558

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA,
CALIFORNIA, ESTABLISHING AND ADJUSTING VARIOUS FEES FOR
CITY SERVICES

WHEREAS, California State law authorizes the City of Arcadia to collect fees and charges for services, provided such fees and charges do not exceed the reasonable cost of providing the service; and

WHEREAS, the City Council of the City of Arcadia has established certain fees and charges for services provided by the City of Arcadia; and

WHEREAS, the City Council desires to adjust certain fees and charges based upon review of said fees and charges; and

WHEREAS, the City Council has determined that such fees and charges shall be based on reasonable costs to the City for providing said services and updated annually by a CPI factor; and

WHEREAS, the City of Arcadia held a duly noticed Public Hearing to provide public input and review concerning adjustments in rates for said services.

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

SECTION 1. The establishment and adjustment of fees is statutorily exempt from the California Environmental Quality Act ("CEQA"), pursuant to Section 15273 of the CEQA Guidelines (Sections 21080(b)(8) and 21082, Public Resources Code).

SECTION 2. Based on a cost allocation study performed by each City department, the fees set forth in this Resolution are necessary for the purposes set forth in this Resolution. Said fees do not exceed the estimated costs for providing the

applicable service or programs; and the fees are not being imposed for general revenue purposes, but instead for full or partial recovery of the costs of providing said services and programs. Said fees are to cover the costs of various services and programs set forth in the Fee Schedule, attached hereto as Exhibit "A".

SECTION 3. The City Council hereby adopts the Fee Schedule, attached hereto as Exhibit "A".

SECTION 4. Any fees adopted prior to the adoption of this Resolution which are inconsistent herewith are hereby repealed, effective upon the date the fees set forth in Exhibit "A" take effect.

SECTION 5. This Resolution shall become effective April 16, 2024.

SECTION 6. All User Fees, including without limitation development fees, shall be imposed and collected commencing July 1, 2024.

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

[SIGNATURES ON THE NEXT PAGE]

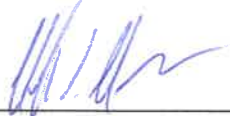
Passed, approved and adopted this 16th of April, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

Exhibit "A"

MISCELLANEOUS FEES - CITYWIDE

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
ARCADIA TRANSIT DIAL-A-RIDE (RESIDENTS ONLY)						
1	Seniors/Disabled single one-way trip	\$ 0.50		Low		\$ 0.50
2	Seniors/Disabled Reduced fare monthly pass	\$ 5.00		Low		\$ 5.00
ARCADIA TRANSIT FIXED ROUTE (GENERAL PUBLIC)						
3	General Public single one-way trip	\$ 0.50		Low		\$ 0.50
4	Seniors/Disabled single one-way trip	\$ -		Low	Free fare for seniors and disabled persons on the fixed route.	\$ -
PHOTOCOPIING FEES (MATERIALS REPRODUCED BY THE CITY)						
5	First 25 pages	Free	per page	Low	For any single document	Free
6	Every page after 25 page	\$ 0.11	per page	High	For any single document	\$ 0.11
RETURNED CHECKS/INSUFFICIENT FUNDS						
7	Non-Sufficient Check - 1st check passed	\$ 25.00	per returned item	High		\$ 25.00
8	Non-Sufficient Check - subsequent check to that payee passed in insufficient funds	\$ 35.00	per returned item	High		\$ 35.00

CITY MANAGER

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
CITY CLERK DUPLICATION SERVICES						
1	Municipal Code	Available for purchase on City's website through Municipal Code Corporation		High		Available for purchase on City's website through Municipal Code Corporation
2	Copies of City Documents - First 25 pages	Free		High		Free
3	Copies of City Documents - Every page thereafter	\$ 0.11	per page	High		\$ 0.11
4	DVD Duplication of City Council Meetings	Actual cost		High		Actual cost
CITY ATTORNEY FEES						
5	Subpoena for Records	\$ 15.00		High	Set by CA EVIDENCE CODE 1563.6	\$ 15.00
6	Employee Witness Fees (Subpoena)	\$ 275.00		High	Set by CA GOV CODE 68097.2	\$ 275.00
7	Recovery of Attorney Fees in any action, administrative proceeding or special proceeding to abate a public nuisance	Actual Cost		High		Actual Cost
8	City Attorney Pass Through Fees	City Attorney Private Law rate minus a 10%		High		City Attorney Private Law rate minus a 10%
9	Flashdrive	\$ 5.50		High		\$ 5.75
10	Notary Fee	\$ 15.00		High	Set by CA GOV CODE 8211	\$ 15.00
11	Special Event Application	\$ 649.00		High		\$ 662.00

CODE SERVICES

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	ADMINISTRATIVE CITATIONS					
1	First Violation (AMC Violation Only)	\$ 100.00		High	Set by AMC Section 1200(b)	\$ 100.00
2	Second Violation (within 24 months)	\$ 200.00		High	Set by AMC Section 1200(b)	\$ 200.00
3	Third and subsequent Violations (within 24 months)	\$ 500.00		High	Set by AMC Section 1200(b)	\$ 500.00
4	Delinquent Fines	10% surcharge		High		10% surcharge
5	Interest on Delinquent Fines	1/2 of 1% per month, pro rata		High		1/2 of 1% per month, pro rata
6	Non-Operating Property Annual Registry Fee	\$ 1,492.00		High		\$ 1,522.00

BUILDING & SAFETY

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
APPEALS						
1	Building Code Appeal	\$ 790.00		High		\$ 806.00
BUILDING PERMIT FEES						
2	Issuing Fee	\$ 62.00		High		\$ 63.00
3	Accessibility Review (ADA) Fees for Building Permit issuance	10% increase to base Building Permit Cost		High		10% increase to base Building Permit Cost
4	Accessibility Review (ADA) Fees for Building Permit issuance	15% increase to base Plan Check Cost		High		15% increase to base Plan Check Cost
Other Inspections						
5	For an extra inspection made necessary due to work not being ready at the time specified or due to work not corrected after prior written notice	\$ 141.00		High		\$ 144.00
6	For an inspection for which no fees are herein prescribed, per hour (time consumed per hour with a minimum charge of 1 hour)	\$ 141.00		High		\$ 144.00
7	For inspections outside normal business hours, per hour (time consumed per hour with a minimum charge of 2 hours)	\$ 141.00		High		\$ 144.00
PLAN REVIEW FEES						
8	When plans are required to be submitted by the Building Code, a plan review fee equal to 65 percent of the building permit fee shall be paid at the time of submitting plans and specifications for review.	65% of Building Permit Fee		High		65% of Building Permit Fee
9	When approved plans are revised, a supplemental plan review fee shall be paid to the City in an amount equal to \$60.95 per hour (time consumed per hour with a minimum charge of one [1] hour) or the actual cost to review the plans when the plans are reviewed by an outside City plan check consultant.	\$ 148.00	per hour	High		\$ 151.00
10	When plans are required to be submitted for compliance with the State Energy Conservation Regulations, an energy plan review fee equal to 20 percent of the building permit fee shall be paid at the time of submitting the plans and specifications for review.	20% of Building Permit Fee		High		20% of Building Permit Fee
11	When plans are required to be submitted for new commercial, industrial and multiple family buildings, a fire department plan review fee equal to 9.75 percent of the building permit fee shall be paid at the time of submitting the plans and specifications for review.	9.75% of Building Permit Fee		High		9.75% of Building Permit Fee

BUILDING & SAFETY

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
12	When plans are required to be submitted for compliance with the California Green Building Code Regulations, a Cal Green plan review fee equal to 10 percent of the total plan check fee shall be paid at the time of submitting the plans and specifications of review	10% of the total Plan Check Fee		High		10% of the total Plan Check Fee
13	WELO (Water Efficiency Landscape Ordinance), plan check fee by outside consultants	Actual Cost		High	Actual cost of review by outside plan check consultant.	Actual Cost
14	WELO Plan Check Fee	Actual Cost		High	Actual cost of inspection by outside plan check consultant.	Actual Cost
15	WELO Issuance fee	\$ 62.00		High		\$ 63.00
GRADING PLAN REVIEW AND PERMIT FEES						
16	Issuing Fee	\$ 62.00		High		\$ 63.00
PLUMBING PERMIT FEES						
17	Issuance fee, per permit	\$ 62.00		High		\$ 63.00
	Unit Fee Schedule					
18	For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping, and backflow protection therefore)	\$ 17.00		High		\$ 17.00
19	For each building sewer connection on property, including for each dwelling unit in a multiple-family development	\$ 40.00		High		\$ 41.00
20	Rainwater systems, per drain (inside building)	\$ 17.00		High		\$ 17.00
21	For each private sewage disposal system (where permitted)	\$ 122.00		High		\$ 124.00
22	For each water heater and/or vent	\$ 20.00		High		\$ 20.00
23	For each gas piping system of one to five outlets	\$ 20.00		High		\$ 20.00
24	For each gas piping system over five outlets, per outlet	\$ 4.50		High		\$ 4.75
25	For each interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps	\$ 33.00		High		\$ 34.00
26	For installation, alteration, or repair of water service. Piping and or water piping to one (1) fixture	\$ 17.00		High		\$ 17.00
27	For repping an existing domestic water supply and distribution system	By building permit value		High		By building permit value
28	For repair or alteration of drainage or vent piping, each fixture	\$ 17.00		High		\$ 17.00
29	For each lawn sprinkler system on any one meter including backflow protection devices therefore	\$ 24.00		High		\$ 24.00
30	For atmospheric-type vacuum breakers not included in items 1: 1 to 5	\$ 11.00		High		\$ 11.00

BUILDING & SAFETY

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
31	For atmospheric-type vacuum breakers not included in items 1: over 5, each	\$ 2.25		High		\$ 2.30
32	For each backflow protective device other than atmospheric-type vacuum breakers: 2 inches or smaller	\$ 20.00		High		\$ 20.00
33	For each backflow protective device other than atmospheric-type vacuum breakers: over 2 inches	\$ 40.00		High		\$ 41.00
34	For each swimming pool piping (including spas and hot tubs)	\$ 35.00		High		\$ 36.00
35	For each swimming pool "P" trap	\$ 11.00		High		\$ 11.00
36	For each swimming pool, spa and hot tub water heater (including gas piping)	\$ 50.00		High		\$ 51.00
37	For each sewer cap and/or cesspool fill	\$ 20.00		High		\$ 20.00
	Other Inspections					
38	For an extra inspection made necessary due to work not being ready at the time specified or due to work not corrected after prior written notice	\$ 141.00		High		\$ 144.00
39	For an inspection for which no fees are herein prescribed, per hour (time consumed per hour with a minimum charge of 1 hour)	\$ 141.00		High		\$ 144.00
40	For inspections outside normal business hours, per hour (time consumed per hour with a minimum charge of 2 hours)	\$ 141.00		High	2 Hour Minimum	\$ 144.00
	PLUMBING PLAN REVIEW FEES					
41	For plumbing plans which require plan review, a plan review fee equal to 65 percent of the plumbing permit fee shall be paid to the Building Official at the time plans are submitted for review.	65% of Plumbing Permit Fee		High		65% of Plumbing Permit Fee
	ELECTRICAL PERMIT FEES					
42	Issuance fee, per permit	\$ 62.00		High		\$ 63.00
	Services					
43	For residential service of 600 volts or less and not over 400 amps in rating, including on meter each for residential service of 600 volts or less and over 400 amps in rating, including one (1) meter	\$ 24.00		High		\$ 24.00
44	For residential service of 600 volts or less, and over 400 amps in rating, including one (1) meter	\$ 66.00		High		\$ 67.00
45	For one commercial service 200 amps or less, including one meter each	\$ 41.00		High		\$ 42.00
46	For each commercial service 200 amps to 1,000 amps, including one meter each	\$ 71.00		High		\$ 72.00
47	For commercial services over 600 volts or over 1,000 amps in rating, including one meter each	\$ 141.00		High		\$ 144.00

BUILDING & SAFETY

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
48	For each additional meter	\$ 20.00		High		\$ 20.00
49	For each distribution panel	\$ 24.50		High		\$ 25.00
	New Residential Construction					
50	For each new single, duplex and multiple-family dwelling for each square foot of gross floor area	\$ 0.08		High		\$ 0.09
51	For buildings accessory to new residential buildings constructed in conjunction with those residential buildings for each square foot of gross floor area.	\$ 0.07		High		\$ 0.08
	Other Construction					
52	For receptacle, switch, lighting outlets: First 20, each	\$ 2.20		High		\$ 2.25
53	For receptacle, switch, lighting outlets: Additional, each	\$ 1.40		High		\$ 1.45
54	For lighting fixtures, sockets or other lamp devices: First 20, each	\$ 2.20		High		\$ 2.25
55	For lighting fixtures, sockets or other lamp devices: Additional, each	\$ 1.40		High		\$ 1.45
56	For pole or platform mounted lighting fixtures such as tennis courts, parking lot standards and walkway lighting fixtures, including any foundation: First 6	\$ 34.00		High		\$ 35.00
57	For pole or platform mounted lighting fixtures such as tennis courts, parking lot standards and walkway lighting fixtures, including any foundation: Additional, each	\$ 9.00		High		\$ 9.00
58	For fixed residential appliances or receptacle outlets for same, not exceeding 1 hp in rating, each	\$ 9.00		High		\$ 9.00
59	For nonresidential appliances and self-contained factory wired appliances not exceeding 1 hp, kw, or kva, each	\$ 9.00		High		\$ 9.00
60	For electrical apparatus, conduits and conductor for which a permit is required, but for which no fee is specified, each	\$ 20.00		High		\$ 20.40
	POWER SCHEDULE					
	For motors, generators, transformers, rectifiers, converters, capacitors, industrial heating, air conditioning and heat pumps, cooking or baking equipment and other apparatus, as follows:					
	Rating in hp, kw, kva or kvar:				For equipment having more than one motor, transformer, heater, etc., the sum of the combined ratings may be used. These fees include all switches, circuit breakers, contractors, thermostats, relays and other directly related control equipment	

BUILDING & SAFETY

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
61	Up to and including 1, each	\$ 10.00		High		\$ 10.00
62	Over 1 and not over 10, each	\$ 20.00		High		\$ 20.00
63	Over 10 and not over 50, each	\$ 33.00		High		\$ 34.00
64	Over 50 and not over 100, each	\$ 55.00		High		\$ 56.00
65	Over 100, each	\$ 87.00		High		\$ 89.00
BUS WAYS						
66	For trolley and plug-in bus ways, each 100 feet or fraction thereof	\$ 12.00		High		\$ 12.00
SIGNS						
					The fee for filing an application for a sign permit shall be the same as required for a building of equivalent valuation and shall also include a plan check fee which shall be 50% of the permit fee.	
67	For one sign, outline lighting and marquee supplied from one branch circuit, each	\$ 82.00		High		\$ 84.00
68	For additional branch circuits, each	\$ 8.00		High		\$ 8.00
Carnivals, Christmas Tree Lots, Sales Lots, Etc.						
69	For electric generators and electrically driven rides, each	\$ 20.00		High		\$ 20.00
70	For mechanically driven rides and walk through attractions with lighting, each	\$ 10.00		High		\$ 10.00
71	For a system supplying booth lighting, each	\$ 10.00		High		\$ 10.00
72	For Christmas tree lots, sales lots, etc., each	\$ 40.00		High		\$ 41.00
TEMPORARY POWER						
73	For temporary service pole or pedestal installed in conjunction with temporary buildings, each	\$ 70.00		High		\$ 71.00
74	For temporary service pole and one distribution system for construction sites, each	\$ 40.00		High		\$ 41.00
75	For additional distribution panels installed in conjunction with temporary power poles, each	\$ 20.00		High		\$ 20.00

BUILDING & SAFETY

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	SWIMMING POOLS, HOT TUBS, ETC.					
76	For not more than one sub-panel, three motors, integral lighting fixtures and all wiring and lighting for operation of same	\$ 94.00		High		\$ 96.00
	ELECTRICAL PLAN REVIEW FEES					
77	For electrical plans that require plan review, a plan review fee equal to 65 percent of the electrical permit fee shall be paid to the Building Official at the time plans are submitted for plan review.	65% of Electrical Permit Fee		High		65% of Electrical Permit Fee
	MECHANICAL PERMIT FEES					
78	For the issuance of each permit	\$ 62.00		High		\$ 63.00
	Unit Fee Schedule					
79	For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h	\$ 24.00		High		\$ 24.00
80	For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h	\$ 34.00		High		\$ 35.00
81	For the installation or relocation of each floor furnace, including vents	\$ 24.00		High		\$ 24.00
82	For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	\$ 22.00		High		\$ 22.00
83	For the installation, relocation or replacement of each appliance vent installed and not included in any appliance permit	\$ 11.00		High		\$ 11.00
84	For the regular repair of, alteration of, or addition to each heating appliance refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by this code	\$ 24.00		High		\$ 24.00
85	For the installation or relocation of each boiler or compressor to and including 3 horsepower, or each absorption system to and including 10,000 Btu/h	\$ 24.00		High		\$ 24.00
86	For the installation or relocation of each boiler or compressor over 3 horsepower to and including 15 horsepower or each absorption system over 100,000 Btu/h and including 500,000 Btu/h	\$ 44.00		High		\$ 45.00

BUILDING & SAFETY

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
87	For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower or each absorption system over 500,000 Btu/h and including 1,000,000 Btu/h	\$ 62.00		High		\$ 63.00
88	For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower or each absorption system over 1,000,000 Btu/h and including 1,750,000 Btu/h	\$ 92.00		High		\$ 94.00
89	For the installation or relocation of each boiler or compressor over 50 horsepower or each absorption system over 1,750,000 Btu/h	\$ 153.00		High		\$ 156.00
90	For each air-handling unit to and including 10,000 cubic feet per minute, including ducts attached thereto	\$ 18.00		High	This fee shall not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in this Code	\$ 18.00
91	For each air-handling unit over 10,000 cubic feet per minute, including ducts attached thereto	\$ 30.00		High		\$ 31.00
92	For each evaporative cooler other than portable type	\$ 18.00		High		\$ 18.00
93	For each ventilation fan connected to a single duct	\$ 11.00		High		\$ 11.00
94	For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$ 18.00		High		\$ 18.00
95	For the installation of each kitchen hood, which is served by mechanical exhaust, including ducts for such hood	\$ 18.00		High		\$ 18.00
96	For the installation or relocation of each domestic-type incinerator	\$ 30.00		High		\$ 31.00
97	For the installation or relocation of each commercial or industrial-type incinerator	\$ 122.00		High		\$ 124.00
98	For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this Code	\$ 18.00		High		\$ 18.00
99	For the installation of ducts to an existing comfort heating/cooling system, per system	\$ 12.25		High		\$ 12.00
100	For the installation of a factory built fireplace, including ducts attached thereto	\$ 18.00		High		\$ 18.00
	Other Inspections					
101	For an extra inspection made necessary due to work not being ready at the time specified or due to work not corrected after prior written notice	\$ 141.00		High		\$ 144.00
102	For an inspection for which no fees are herein prescribed, per hour (time consumed per hour with a minimum charge of 1 hour)	\$ 141.00		High		\$ 144.00
103	For inspections outside normal business hours, per hour (time consumed per hour with a minimum charge of 2 hours)	\$ 141.00		High		\$ 144.00

BUILDING & SAFETY

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	MECHANICAL PLAN REVIEW FEES					
104	For mechanical plans that require plan review, a plan review equal to 65 percent of the mechanical permit fee shall be paid to the Building Official at the time plans are submitted for plan review	65% of the Mechanical Permit Fee		High		65% of the Mechanical Permit Fee
	RELOCATION AND REMOVAL FEES					
105	A relocation examination fee is established in the amount of \$14.10 for each one hundred (100) square feet or fraction thereof of floor space, whether usable or not, contained within the building proposed to be relocated.	\$ 18.00	each one hundred sq ft	High		\$ 18.00
	Relocation Permit Fee					
106	Relocation permit fee shall be \$22.65 per one thousand dollars (\$1000.00) valuation, or fraction thereof of the building to be relocated. For the purpose of computing such fee, valuation shall include the reasonable cost of moving such structure and the reasonable value of all new construction, alterations, additions, repairs, replacements and foundations in connection therewith.	\$ 28.00	per one thousand dollars valuation	High		\$ 29.00
107	For the issuance of each permit	\$ 62.00		High		\$ 63.00
	Removal Permit Fee (Export)					
108	The fee for filing an application for a removal permit shall be \$296.65 (route inspection fee and owner and mover bonds shall also be collected).	\$ 390.00		High		\$ 398.00
109	For the issuance of each permit	\$ 62.00		High		\$ 63.00
	DEMOLITION PERMIT FEES					
110	500 square feet or less	\$ 33.00		High		\$ 34.00
111	501 to 1,000 cubic yards	\$ 62.00		High		\$ 63.00
112	1,001 to 3,000 cubic yards	\$ 102.00		High		\$ 104.00
113	3,001 to 10,000 cubic yards	\$ 174.00		High		\$ 177.00
114	10,001 square feet or more	\$ 345.00		High		\$ 352.00

BUILDING & SAFETY

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
SWIMMING POOL PERMIT AND PLAN REVIEW FEES						
115	The fee for filing an application for a swimming pool permit and plan review shall be the same as required for a building of equivalent valuation. The valuation shall be calculated at the rate of \$208.95 per perimeter foot of the swimming pool and/or spa.	Valuation Based	per perimeter foot	High		Valuation Based
116	For the issuance of each permit	\$ 62.00		High		\$ 63.00
SOLID WASTE MANAGEMENT FEE						
117	For the issuance of each building, demolition and reroofing permit	\$ 7.00		High		\$ 7.00
118	For the issuance of each electrical, plumbing, mechanical, sign, fire extinguishing, swimming pool and spa, fire alarm, grading and masonry wall permit	\$ 1.00		High		\$ 1.00
OTHER INSPECTIONS						
119	For an extra inspection made necessary due to work not being ready at the time specified or due to work not corrected after prior written notice	\$ 141.00		High		\$ 144.00
120	For an inspection for which no fees are herein prescribed, per hour (time consumed per hour with a minimum charge of 1 hour)	\$ 141.00		High		\$ 144.00
121	For inspections outside normal business hours, per hour (time consumed per hour with a minimum charge of 2 hours)	\$ 141.00		High		\$ 144.00
PARK FACILITIES IMPACT FEES (Resolution No. 6602, 01-15-08)						
122	Single Family Projects	\$ 2.85	per sq ft	High	Set Per Resolution, not subject to CPI Adjustment	\$ 2.85
123	Multi-family Projects	\$ 3.73	per sq ft	High	Set Per Resolution, not subject to CPI Adjustment	\$ 3.73
FIRE EXTINGUISHING, ALARM PERMIT PERMIT AND PLAN REVIEW FEES						
124	For the issuance of each permit	\$ 62.00		High		\$ 63.00
125	Change of Address Fee	\$ 817.00		High		\$ 833.00
126	Replacement Job Card	\$ 27.00	each	High		\$ 28.00
127	Temporary Certificate of Occupancy	\$ 250.00	each	High		\$ 255.00
128	Residential Solar < 10 kW	\$ 35.00	each	High		\$ 36.00
129	Residential Solar >10 kW	\$ 71.00	each	High		\$ 72.00

BUILDING & SAFETY

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
130	Commercial Solar <50 kW	\$ 53.00	each	High		\$ 54.00
131	Commercial Solar 50-250 kW	\$ 141.00	each	High		\$ 144.00
132	Commercial Solar >250 kW	\$ 284.00	each	High		\$ 290.00
133	Energy Storage System	\$ 66.00	each	High		\$ 67.00
134	Plan Check of an Electric Vehicle Charging Station at an amount equal to \$82.42 per half hour (time consumed per half hour with a minimum charge of one [1] half hour) or the actual cost to review the plans when the plans are reviewed by an outside City plan check consultant.	\$ 105.00	hourly	High		\$ 107.00
135	Electric Vehicle Charging Station	\$ 62.00	each	High		\$ 63.00
136	Residential Elevator	\$ 35.00	each	High		\$ 36.00
137	Permit Extension	\$ 137.00	each	High		\$ 140.00
138	Commercial Type 1 & 2 Hood & Duct	\$ 141.00	each	High		\$ 144.00
139	Residential Solar Plan Check < 10 kW	\$ 169.00	each	High		\$ 172.00
140	Residential Solar Plan Check > 10 kW	\$ 192.00	each	High		\$ 196.00
141	Commercial Solar Plan Check < 50 kW	\$ 282.00	each	High		\$ 288.00
142	Commercial Solar Plan Check 50- 250 kW	\$ 593.00	each	High		\$ 605.00
143	Commercial Solar Plan Check > 250 kW	\$ 1,739.00	each	High		\$ 1,774.00
144	Energy Storage System Plan Review	\$ 62.00	each	High		\$ 63.00
145	Technology Fee	5.5% of Permit & Plan Check Fees	of Permit & Plan Check Fees	High	Plan Check, Building Permits, Mech/Elec/Plum Permits, Misc Permits, Fire Plan Check, Fire Permit Fees, Engineering Permit Fees, Storm Water Plan & Inspection, Offsite Plan Check, Landscape Plan Check & Inspection	5.5% of Permit & Plan Check Fees
146	Failure to Obtain Permit	Double the permit fee		High		Double the permit fee

Building Valuation Table Current (All New Construction)

Minimum Value	Maximum Value	Current Base Rate	Suggested Base Rate	Current Plus \$\$	Suggested Plus \$\$	For every
0	500	46.04	46.64	0.00	0.00	0.00
501	2,000	46.04	46.64	4.76	4.82	100.00
2,001	25,000	117.38	118.91	18.91	19.16	1,000.00
25,001	50,000	552.37	559.57	14.44	14.63	1,000.00
50,001	100,000	913.35	925.26	9.46	9.58	1,000.00
100,001	and up	1,386.16	1,404.24	7.81	7.91	1,000.00

Percent Change = 1.3%

Cost Recovery Level = 80%

Please Note: Valuation fee structure is derived from the Uniform Building Code.

City of Arcadia
 Building and Safety Division
 Building Valuation Data for Miscellaneous Work
Updated July 1, 2024

Valuation for Tenant Improvements	\$ Per Sq. Ft.
Bakery	\$33.57
Bank	\$48.35
General Office	\$33.10
Hair Salon	\$23.23
Medical Office	\$40.25
Minor Tenant Improvement	\$16.54
Restaurant	\$40.25
Retail Store	\$23.23
Take-out Restaurant	\$33.04
Tenant Improvement at the mall	\$56.78

Residential Room Additions and Remodeling

Addition without plumbing	\$115.68
Addition with plumbing	\$154.24
Remodel without plumbing	\$46.27
Remodel with plumbing	\$61.71
Conversion without plumbing	\$77.11
Conversion with plumbing	\$92.55

Patio, Carports and Garages

Opens sides, trellis type roof	\$26.88
Open sides, roofed patio	\$26.88
Enclosed patio	\$39.26
Carport	\$26.88
Garage	\$41.22

Window Change Out

Smaller than 6' x 4'	\$667.70	each
6' x 4' or larger	\$801.25	each

Door Installation

Single	\$667.70	each
Double	\$1,201.86	each

Masonry Garden and Retaining Walls

Masonry garden walls	\$11.36
Retaining walls	\$26.70

City of Arcadia
Building and Safety Division
Valuation for New Buildings and Structures
Updated July 1, 2024

APARTMENTS/CONDOS:

IA or IIB.....	\$185.27
IIIB.....	\$157.30
VA.....	\$157.31
VB.....	\$145.45
Basement Garage.....	\$57.68

BANKS:

IA or IIA.....	\$228.41
IIB.....	\$168.27
IIIA.....	\$185.70
IIIB.....	\$185.70
VA.....	\$167.95
VB.....	\$161.17

CHURCHES:

IA or IIA.....	\$152.99
IIB.....	\$114.89
IIIA.....	\$124.92
IIIB.....	\$119.37
VA.....	\$116.75
VB.....	\$109.81

DWELLINGS:

VA.....	\$164.40
VB.....	\$154.24
Basements:	
Semi-Finished.....	\$39.36
Unfinished.....	\$30.02
Remodel.....	\$46.27
Remodel w/plumbing.....	\$61.70
Conversion.....	\$77.11
Conversion w/plumbing..	\$92.54

FIRE STATIONS:

IA or IIA.....	\$176.45
IIB.....	\$116.14
IIIA.....	\$127.09
IIIB.....	\$122.06
VA.....	\$119.22
VB.....	\$113.06

**GARAGES, PRIVATE:
(Utility, Miscellaneous)**

VB.....	\$41.22
VA.....	\$46.47
Open Carport.....	\$26.88
Patio (All).....	\$26.88
Patio Enclosed.....	\$38.05

HOTELS AND MOTELS:

IA OR IIA.....	\$155.76
IIIA.....	\$134.96
IIIB.....	\$128.63
VA.....	\$117.52
VB.....	\$115.20

INDUSTRIAL PLANTS:

IA or IIA.....	\$87.76
IIB.....	\$56.14
IIIA.....	\$67.24
IIIB.....	\$63.38
Tilt-up.....	\$46.27
VA.....	\$63.38
VB.....	\$57.98

MEDICAL OFFICES:

IA or IIA.....	\$184.31
IIB.....	\$135.11
IIIA.....	\$154.24
IIIB.....	\$143.60
VA.....	\$139.13
VB.....	\$134.17

OFFICES:

IA or IIA.....	\$164.72
IIB.....	\$115.79
IIIA.....	\$125.02
IIIB.....	\$119.52
VA.....	\$118.51
VB.....	\$110.28

PARKING STRUCTURES

IA or IIA.....	\$75.41
Type I or II, Open.....	\$56.59
IIB.....	\$43.19
IIIA.....	\$57.07
IIIB.....	\$50.73

PUBLIC BUILDINGS:

IA or IIA.....	\$190.32
IIB.....	\$154.24
IIIA.....	\$163.80
IIIB.....	\$154.55
VA.....	\$146.52
VB.....	\$141.86

RESTAURANTS:

IIIA.....	\$150.21
IIIB.....	\$145.13
VA.....	\$137.57
VB.....	\$132.18

SCHOOLS:

IA or IIA.....	\$171.50
IIIA.....	\$125.24
IIIB.....	\$120.45
VA.....	\$117.37
VB.....	\$111.97

SERVICE STATIONS:

IIB.....	\$103.64
IIIA.....	\$108.12
VA.....	\$91.15
VB.....	\$103.64
Canopies.....	\$43.19

STORES:

IA or IIA.....	\$127.09
IIB.....	\$79.84
IIIA.....	\$99.28
IIIB.....	\$93.13
VA.....	\$83.57
VB.....	\$77.23

THEATERS:

IA or IIA.....	\$169.34
IIIA.....	\$123.39
IIIB.....	\$117.52
VA.....	\$116.14
VB.....	\$109.81

WAREHOUSES:

IA or IIA.....	\$79.96
IIB.....	\$44.53
IIIA.....	\$53.74
IIIB.....	\$51.17
VA.....	\$47.45
VB.....	\$44.53

EQUIPMENT:

Air Conditioning:	
Commercial.....	\$6.48
Residential.....	\$5.40
Fire Sprinkler System.....	\$4.01

Reroofing Permit Fees

Updated July 1, 2024

The fee for filing an application for a reroofing permit shall be determined by the valuation provided. If no valuation is provided. It shall be the same as required for a building of equivalent valuation as determined by the following:

Type of Reroofing	Evaluation (cost per square)
1 Fiberglass Shingles (20 year warranty)	\$175.26
2 Laminated Fiberglass Shingles (25 to 30 year warranty)	\$202.23
3 Laminated Fiberglass Shingles (40 & 50 year warranty)	\$229.18
4 Heavy Weight Concrete Tile	\$438.14
5 Lite Weight Concrete Tile	\$505.54
6 Lite Weight Perlite Shakes	\$438.14
7 Fiber Cement Shakes	\$438.14
8 Pressure Treated Wood Shakes	\$438.14
9 Pressure Treated Wood Shingles	\$438.14
10 Steel Roofing Systems (Class "B")	\$471.84
(Class "A")	\$495.42

For plywood installation, add \$57.68 per square to the above figures.

ENGINEERING

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
1	Plans and Specifications	\$ 40.00		High		\$ 41.00
Miscellaneous Copies						
2	8 ½ x 11" and 8 ½ x 17"	\$ 1.10	per sheet	High		\$ 1.10
3	15" x 20"	\$ 2.25	per sheet	High		\$ 2.30
4	18" x 24"	\$ 2.85	per sheet	High		\$ 2.90
5	24" x 36"	\$ 3.35	per sheet	High		\$ 3.40
6	30" x 36"	\$ 3.95	per sheet	High		\$ 4.00
7	24" x 36" Mylar Original	\$ 5.65	per sheet	High		\$ 5.75
Plan Review						
8	Public Improvement Plan Review Base Fee	\$ 384.00		High	The applicant shall reimburse the City for 100% of actual costs and expenditures incurred by the City relative to said project. This cost is 3 hours of the hourly rate.	\$ 393.00
9	Public Improvement Plan Review Base Fee Plus Additional Staff Review	\$ 128.00	per hour	High	The applicant shall reimburse the City for 100% of base fee plus additional staff time dedicated to project. Additional staff time is based on hourly rate of position performing review.	\$ 131.00
10	Final Map and Parcel Map Review Base Fee	\$ 186.00		High		\$ 190.00
11	Final Map and Parcel Map Review Base Fee Plus Additional Staff Review	\$ 63.00	per lot	High	The applicant shall reimburse the City for 100% of base fee plus additional staff time dedicated to additional lots. Additional staff time is based on 1/2 hour rate of position performing project.	\$ 64.00
Encroachment Permits						
12	Encroachment Permit - Issuance Fee	\$ 115.00		High		\$ 117.00
13	Encroachment Permit - Inspection Base Fee	\$ 172.00		High		\$ 175.00
14	Encroachment Permit - Inspection Base Fee Plus Additional Inspection Time	\$ 172.00	per hour	High		\$ 175.00

ENGINEERING

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	Transportation Permits					
15	Transportation Permit - Single Trip	\$ 57.00		High		\$ 16.00
16	Transportation Permit - Annual	\$ 170.00		High		\$ 90.00
	Surface Replacement Deposit					
17	Excavation - any street, alley, or other public place paved with concrete	\$ 34.00	per sq ft of surface	High		\$ 40.00
18	Excavation - any street, alley, or other public place paved with asphalt	\$ 6.85	per sq ft of surface	High		\$ 15.00
	Amount of Deposit					
19	Cash Deposit	\$ 2,270.00		High		\$ 2,315.00
20	Surety Bond	\$ 2,270.00		High		\$ 2,315.00
	Inspection Charges for street work					
21	Monday through Thursday and City Hall Open Fridays (Regularly Scheduled Work Hours):	\$ 172.00	per hour	High		\$ 175.00
22	Monday through Thursday and City Hall Open Fridays (Hours worked over Regularly Scheduled Work Hours):	\$ 259.00	per hour (1 1/2 times)	High		\$ 264.00
23	Saturdays, Sundays, Legal Holidays, and the City Hall Closed Fridays	\$ 259.00	per hour (1 1/2 times)	High		\$ 264.00
	Construction Trash Receptacles on City Streets					
24	Construction Trash Receptable Permit - Issuance Fee	\$ 58.00		High		\$ 59.00
25	Construction Trash Receptable Permit - Inspection Base Fee	\$ 172.00		High		\$ 175.00
26	Construction Trash Receptable Permit - Base Fee Plus Additional Inspection Time	\$ 172.00	per hour	High		\$ 175.00
	Permit Application Engineering Review					
27	Permit Application Engineering Review Base Fee	\$ 191.00		High		\$ 195.00
28	Permit Application Engineering Review Base Fee Plus Additional Staff Review	\$ 128.00	per hour	High		\$ 131.00
				High		

ENGINEERING

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
LID STORMWATER PLANNING PROGRAM						
	Construction Stormwater Pollution Prevention Plan (SWPPP) Review and Inspection					
29	Tier 1 - New project equal to one acre or greater of disturbed area and adding more than 10,000 sf of impervious area. Tier 1 includes the following: 1) New project equal to one acre or greater of disturbed area and adding more than 10,000 sf of impervious area; 2) New Industrial Park with 10,000 sf or more of surface area; 3) New Commercial mall with 10,000 sf or more of surface area; 4) Redevelopment of 5,000 sf or more of 1), 2), and 3); 5) Redevelopment of 10,000 sf or more to a single family home; 6) Special Provision projects like Green street, or hillside single family home.	\$ 1,717.00		High		\$ 1,751.00
30	Tier 2 includes the following: 1) New Retail Gasoline outlet with 5,000 sf or more of surface area; 2) New Restaurant with 5,000 sf or more surface area; 3) New parking lot with either 5,000 or more of impervious area or 25 or more parking spaces; 4) New Automotive Service facility with 5,000 sf or more of surface area; 5) Projects located in or directly adjacent to, or discharging directly into a Significant Ecological Area; 6) Redevelopment of 5,000 sf or more of all above categories	\$ 1,460.00		High		\$ 1,489.00
31	Non-LID Projects	\$ 191.00		High		\$ 195.00
32	SWPPP Review and Inspection - Less than 2 acres	\$ 1,515.00		High		\$ 1,545.00
33	SWPPP Review and Inspection - Between 2 and 5 acres	\$ 1,816.00		High		\$ 1,852.00
34	SWPPP Review and Inspection - Greater than 5 acres	\$ 2,697.00		High		\$ 2,751.00
STREET VACATION PERMIT						
35	Summary Street Vacation Fee	\$ 2,136.00		High		\$ 2,179.00
36	Street Vacation Fee	\$ 3,332.00		High		\$ 3,399.00

ENGINEERING

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	GRADING					
	Grading Plan Check					
37	0 cubic yards to 1,000 cubic yards	\$ 1,234.00		High		\$ 1,259.00
38	>1,000 cubic yards	\$ 128.00	per hour	High	0 to 1,000 cubic yards fee PLUS additional per additional hour dedicated to project.	\$ 131.00
	Grading Permit					
39	0 cubic yards to 1,000 cubic yards	\$ 838.00		High		\$ 855.00
40	>1,000 cubic yards	\$ 128.00	per hour	High	0 to 1,000 cubic yards fee PLUS additional per additional hour dedicated to project.	\$ 131.00
41	Technology Fee	5.5% of Permit & Plan Check Fees	of Permit & Plan Check Fees	High	Plan Check, Building Permits, Mech/Elec/Plum Permits, Misc Permits, Fire Plan Check, Fire Permit Fees, Engineering Permit Fees, Storm Water Plan & Inspection, Offsite Plan Check, Landscape Plan Check & Inspection	5.5% of Permit & Plan Check Fees

PLANNING

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	SITE PLAN AND DESIGN REVIEWS					
	COMMERCIAL/INDUSTRIAL					
1	Preliminary Plan Review	\$ 1,741.00		High		\$ 1,776.00
2	New	\$ 4,641.00		High		\$ 4,734.00
3	Amendment	\$ 1,781.00		High		\$ 1,817.00
4	Remodel/Addition	\$ 1,589.00		High		\$ 1,621.00
5	Amendment	\$ 1,423.00		High		\$ 1,451.00
6	SB 330 Preliminary Review	\$ 1,741.00		High		\$ 1,776.00
7	SB 330 Mixed Use Development (Up to 20 Units)	\$ 4,641.00		High		\$ 4,734.00
8	SB 330 Mixed Use Development (21 or more Units)	\$ 7,346.00		High		\$ 7,493.00
	MULTIPLE-FAMILY					
9	Preliminary Plan Review	\$ 1,741.00		High		\$ 1,776.00
10	New multiple family projects (Up to 20 Dwelling Units)	\$ 2,962.00		High		\$ 3,021.00
11	Amendment multiple family projects (Up to 20 Dwelling Units)	\$ 1,734.00		High		\$ 1,769.00
12	New Multifamily Residential (21 or more Dwelling Units)	\$ 7,346.00		High		\$ 7,493.00
13	Amendment Multifamily Residential (21 or more Dwelling Units)	\$ 2,575.00		High		\$ 2,627.00
14	Remodel/Addition	\$ 1,742.00		High		\$ 1,777.00
15	SB 330 Preliminary Review	\$ 1,741.00		High		\$ 1,776.00
16	SB 330 for New Multi-Family projects (Up to 20 units)	\$ 2,962.00		High		\$ 3,021.00
17	SB 330 for New Multi-Family projects (21 or more Units)	\$ 7,346.00		High		\$ 7,493.00
18	SB 9 Two -Unit Development	\$ 1,741.00		High		\$ 1,776.00

PLANNING

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	SINGLE-FAMILY					
19	New	\$ 2,418.00		High		\$ 2,466.00
20	Amendment	\$ 1,141.00		High		\$ 1,164.00
21	Remodel/Addition	\$ 1,218.00		High		\$ 1,242.00
22	Amendment	\$ 546.00		High	Amendment to Remodel/Addition application	\$ 557.00
	SIGNS					
23	Temporary Sign Permit	\$ 259.00		High		\$ 264.00
24	Signs, Awning and Canopy Signs	\$ 422.00		High		\$ 430.00
25	Comprehensive Sign Program	\$ 919.00		High		\$ 937.00
	ANTENNAS					
26	Antennas and Wireless Facilities	\$ 3,186.00		High		\$ 3,250.00
27	Antennae panels	\$ 618.00		High		\$ 630.00
28	Wireless fee waiver	\$ 295.00		High		\$ 301.00
29	Administrative / Over-the-Counter	\$ 47.00		High		\$ 48.00
30	Appeal – including HOA / ARB Decision	\$ 679.00		High		\$ 693.00
31	Extension	\$ 158.00		High		\$ 161.00
	BANNERS					
32	Temporary Banner on a Building	\$ 33.00		High		\$ 34.00

PLANNING

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
HISTORIC PRESERVATION						
33	Designation of a Local Landmark	\$ 1,800.00		High		\$ 1,800.00
34	Designation of a Historic District	\$ 2,500.00		High		\$ 2,500.00
35	Mills Act Contract Application	\$ 1,500.00		High		\$ 1,500.00
36	Certificate of Appropriateness (Major)	\$ 1,600.00		High		\$ 1,600.00
37	Certificate of Appropriateness (Minor)	\$ 900.00		High		\$ 900.00
CERTIFICATE OF DEMOLITION						
38	Certificate of Demolition (Director's Review)	\$ 201.00		High		\$ 205.00
39	Certificate of Demolition (Referred to Planning Commission)	\$ 1,358.00		High	plus CEQA fee	\$ 1,385.00
40	Appeal	\$ 679.00		High		\$ 693.00
CONDITIONAL USE PERMIT						
41	New	\$ 3,158.00		High		\$ 3,221.00
42	Amendment	\$ 2,090.00		High		\$ 2,132.00
43	Extension	\$ 143.00		High		\$ 146.00
44	Appeal	\$ 679.00		High		\$ 693.00
MINOR USE PERMIT						
45	New	\$ 1,228.00		High		\$ 1,253.00
46	Amendment	\$ 777.00		High		\$ 793.00
47	Appeal	\$ 679.00		High		\$ 693.00

PLANNING

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
ADMINISTRATIVE MODIFICATIONS						
48	Minor Director's Review	\$ 675.00		High		\$ 689.00
49	Major Director's Review	\$ 1,197.00		High		\$ 1,221.00
50	Commission's Review	\$ 2,510.00		High		\$ 2,560.00
51	Appeal	\$ 679.00		High		\$ 693.00
52	Extension	\$ 201.00		High		\$ 205.00
TREE PERMITS						
53	Encroachment	\$ 409.00		High		\$ 417.00
54	Removal of a Diseased or Hazardous Tree	\$ 135.00		High		\$ 138.00
55	Removal of Healthy Tree	\$ 1,032.00		High		\$ 1,053.00
56	Appeal	\$ 679.00		High		\$ 693.00
HOME OCCUPATION PERMITS						
57	Administrative	\$ 45.00		High		\$ 46.00
58	Hearing	\$ 297.00		High		\$ 303.00
CODE AMENDMENTS						
59	Determination of Use	\$ 2,075.00		High		\$ 2,117.00
60	Specific Plan	\$ 9,578.00		High		\$ 9,770.00
61	Specific Plan Amendment	\$ 5,139.00		High		\$ 5,242.00
62	General Plan Amendment	\$ 7,866.00		High		\$ 8,023.00
63	Text Amendment	\$ 5,278.00		High		\$ 5,384.00
64	Zone Change	\$ 7,306.00		High		\$ 7,452.00
65	Planned Developments	\$ 8,431.00		High		\$ 8,600.00
66	General Plan Update Fee	5% of Planning Applications		High		5% of Planning Applications

PLANNING

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	SUBDIVISIONS					
67	Lot Line Adjustment w/Certificate of Compliance	\$ 1,907.00		High		\$ 1,945.00
68	Tentative or Vesting Tentative Parcel Map	\$ 1,374.00		High		\$ 1,401.00
69	Tentative or Vesting Tentative Tract Map for Single-Family Lots	\$ 2,542.00	Base Fee (first 5 lots)	High		\$ 2,593.00
70	Tentative or Vesting Tentative Tract Map for Single-Family Lots - each additional lot (over 5)	\$ 34.00	Base Fee (Item #78) Plus \$30 per additional lot added to base fee (over 5 lots)	High		\$ 35.00
71	Tentative or Vesting Tentative Tract Map for Condominiums	\$ 1,463.00		High		\$ 1,492.00
72	Appeal	\$ 679.00		High		\$ 693.00
73	Extension	\$ 277.00		High		\$ 283.00
74	Final Map	\$ 1,522.00		High		\$ 1,552.00
75	Parcel Map Waiver	\$ 821.00		High		\$ 837.00
76	Amendment to an Approved Tentative Map and/or Conditions	\$ 1,100.00		High		\$ 1,122.00
77	Lot Merger	\$ 1,459.00		High		\$ 1,488.00
78	Certificate of Compliance	\$ 902.00		High		\$ 920.00
79	Temporary Use Permit	\$ 649.00		High		\$ 662.00
80	Temporary Use Permit - Council Review	\$ 1,625.00		High		\$ 1,658.00
81	Lot Consolidation Incentive for a multifamily residential project or mixed-use development - 4 or less lots	Waived		High		Waived
82	SB 9 Lot Split	\$ 1,907.00		High		\$ 1,945.00

PLANNING

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	OUTDOOR USE PERMITS					
83	MUP - Incidental Dining (12 or more seats)	\$ 667.00		High		\$ 680.00
84	Outdoor Dining - Incidental	\$ 249.00		High		\$ 254.00
85	Outdoor Dining - Sidewalk Dining	\$ 249.00		High		\$ 254.00
86	Portable Sign	\$ 249.00		High		\$ 254.00
	DEVELOPMENT AGREEMENT					
87	Development Agreement	At Cost		High		At Cost
88	Development Agreement Amendment	At Cost		High		At Cost
89	Development Agreement Periodic Review	\$ 1,114.00		High		\$ 1,136.00
	DOCUMENTS					
90	Covenant Preparation	\$ 352.00		High		\$ 359.00
91	General Plan Document	\$ 84.00		High		\$ 86.00
	General Plan Land Use Map					
92	27 X 35 map	\$ 28.00		High		\$ 29.00
93	11 X 17 map	\$ 2.10		High		\$ 2.15
	Zoning Map					
94	27 X 35 map	\$ 28.00		High		\$ 29.00
95	11 X 17 map	\$ 2.10		High		\$ 2.15

PLANNING

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	VARIANCE					
96	New	\$ 2,761.00		High		\$ 2,816.00
97	Amendment	\$ 1,883.00		High		\$ 1,921.00
98	Appeal	\$ 679.00		High		\$ 693.00
99	Adult Business Regulatory Permit	\$ 2,601.00		High		\$ 2,653.00
100	REASONABLE ACCOMMODATION	\$ -		High		\$ -
	AMENDMENT (NEW)					
101	Any Amendment to a fee that is not listed in this fee schedule shall be 50% of that application fee.	\$ -		High		\$ -
	ZONING CLEARANCES					
102	ZONING CLEARANCE	\$ 322.00		High		\$ 328.00
103	ZONING CLEARANCE - ADU	\$ 650.00		High		\$ 663.00

FIRE

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
FIRE CODE PERMITS & INSPECTION RATES						
1	Aerosol Product	\$ 620.00		High		\$ 632.00
2	Apartments	\$ 140.00		High		\$ 143.00
3	Amusement Building	\$ 440.00		High		\$ 449.00
4	Assembly Facility	\$ 415.00		High		\$ 423.00
5	Business Occupancy	\$ 155.00		High		\$ 158.00
6	Business Restaurant Occupancy	\$ 180.00		High		\$ 184.00
7	Candles/Open Flame in Assembly	\$ 130.00		High		\$ 133.00
8	Carnivals & Fairs	\$ 620.00		High		\$ 632.00
9	Combustible Dust Prod Ops	\$ 440.00		High		\$ 449.00
10	Combustible Fiber Storage	\$ 440.00		High		\$ 449.00
11	Commercial Rental Occupancy	\$ 180.00		High		\$ 184.00
12	Compressed Gases	\$ 505.00		High		\$ 515.00
13	Covered Mall	\$ 915.00		High		\$ 933.00
14	Cryogenes	\$ 440.00		High		\$ 449.00
15	Dry Cleaning Plants	\$ 440.00		High		\$ 449.00
16	Exhibits/Trade Shows	\$ 350.00		High		\$ 357.00
17	Explosives or Blasting Agents	\$ 350.00		High		\$ 357.00
18	Commercial False Alarm Response	\$ 640.00		High	Fees applicable only during 3rd occurrence and subsequent response at the same address location	\$ 653.00
19	Fireworks/Aerial Displays	\$ 980.00		High		\$ 1,000.00
20	Flammable/Combustible Liquid	\$ 515.00		High		\$ 525.00
21	Hazardous Materials 1 to 3 chemical(s)	\$ 430.00		High		\$ 439.00
22	Hazardous Materials 4 to 6 chemicals	\$ 515.00		High		\$ 525.00
23	Hazardous Materials 7 or more chemicals	\$ 620.00		High		\$ 632.00
24	Hazardous Production Materials Facility	\$ 440.00		High		\$ 449.00

FIRE

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
25	High Piled Combustible Materials	\$ 640.00		High		\$ 653.00
26	Hot-Work Operations	\$ 415.00		High		\$ 423.00
27	Industrial Baking/Drying Oven	\$ 440.00		High		\$ 449.00
28	Liquid Gas Fueled Vehicles in Assembly Buildings	\$ 350.00		High		\$ 357.00
29	Liquefied Petroleum Gases > 5 gallons	\$ 350.00		High		\$ 357.00
30	Lumber Yard	\$ 440.00		High		\$ 449.00
31	Manufacturing/Industrial Storage Occupancy	\$ 155.00		High		\$ 158.00
32	Magnesium Working	\$ 440.00		High		\$ 449.00
33	Mercantile Occupancy	\$ 155.00		High		\$ 158.00
34	Miscellaneous Comb Material Storage	\$ 440.00		High		\$ 449.00
35	Motor Vehicle Fuel Dispensing Stations	\$ 415.00		High		\$ 423.00
36	Open Burning	\$ 180.00		High		\$ 184.00
37	Organic Coatings	\$ 440.00		High		\$ 449.00
38	Pyrotechnical Special Effects Material	\$ 620.00		High		\$ 632.00
39	Refrigeration Equipment	\$ 440.00		High		\$ 449.00
40	Spraying/Dipping	\$ 440.00		High		\$ 449.00
41	Tent/Canopy/Temporary Air Supported Structure	\$ 440.00		High		\$ 449.00
42	Tire Storage	\$ 440.00		High		\$ 449.00
43	Wood Products	\$ 440.00		High		\$ 449.00
44	Chief Officer Standby	\$ 355.00	per hour	High		\$ 362.00
45	Elevator Rescue Service	\$ 550.00		High	Fees applicable only during 3rd occurrence and subsequent response at the same address location	\$ 561.00
46	Engine/Truck Company Standby	\$ 650.00	per hour	High		\$ 663.00
47	EMS Assessment Fee	\$ 450.00		High	Updated annually but not implemented	\$ 459.00
48	Expedite/After hours Inspection (Fire Prevention Bureau)	\$ 515.00	per hour	High		\$ 525.00
49	Fire Standby (Fire Marshal)	\$ 240.00	per hour	High		\$ 245.00

FIRE

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
50	Fire Standby (Fire Prevention Specialist)	\$ 170.00	per hour	High		\$ 173.00
51	Missed appointment	\$ 205.00		High		\$ 209.00
52	Water Evac (1st response in calendar year)	Free		High		Free
53	Water Evac (2nd & subsequent responses within calendar yr)	\$ 600.00		High		\$ 612.00
54	Re-inspections (Engine or Truck Company)	\$ 295.00	per hour	High		\$ 301.00
55	Re-inspections (Fire Prevention Bureau)	\$ 270.00		High		\$ 275.00
56	Rescue Ambulance Standby	\$ 495.00	per hour	High		\$ 505.00
57	Roof Covering (1st response in a calendar year)	Free		High		Free
58	Roof Covering (2nd and subsequent responses within a calendar year)	\$ 1,210.00		High		\$ 1,234.00
59	High Rise Occupancy	\$ 915.00		High		\$ 933.00
60	Hospital Occupancy	\$ 2,805.00		High		\$ 2,861.00
61	Hotel or Motel Occupancy	\$ 375.00		High		\$ 383.00
62	Private School Occupancy	\$ 320.00		High		\$ 326.00
63	Public School Occupancy	\$ 515.00	per inspection	High		\$ 525.00
64	CA Code of Reg.Title 19-Sprinkler System Certifications	\$ 80.00		High		\$ 82.00
65	Fire Extinguisher Demonstration	\$ 285.00		High		\$ 291.00
66	Key Box	\$ 80.00		High		\$ 82.00
67	Failure to obtain fire construction permit	Double Permit Fee		High		Double Permit Fee
68	Fire Code Compliance Inspection	\$ 200.00		High		\$ 204.00
69	Carbon Dioxide Beverage Dispensing Systems permit	\$ 100.00		High		\$ 102.00
70	Building Evacuation	\$ 2,755.00		High		\$ 2,810.00
71	Occupancy Final Permit Inspection	\$ 145.00	per hour	High		\$ 148.00
72	Weed Abatement	\$ 215.00		High		\$ 219.00

FIRE

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
PARAMEDIC SERVICES						
73	Paramedic Ambulance Service	LA County Rates + Pass Through Fees		Medium		LA County Rates + Pass Through Fees
PLAN REVIEW						
74	Architectural Design Review	\$ 215.00		High		\$ 219.00
75	Expedite/OTC Plan Check	\$ 215.00		High		\$ 219.00
76	Flammable/Combustible Tank (Installation & Removal)	\$ 350.00		High		\$ 357.00
77	In-House Fire Department Plan Check	\$ 340.00	hour	High		\$ 347.00
78	Tract Application	\$ 240.00		High		\$ 245.00
BUILDING PLAN REVIEW						
79	New Commercial, Multi-Family or Industrial)	0.1% of the Project Valuation		High		0.1% of the Project Valuation
Administration Citations for Violations of the Uniform Fire Code						
80	First Violation	\$ 125.00	Each	High	Per Uniform Fire Code, Not subject to CPI Adjustment	\$ 125.00
81	Second violation within 12 month period	\$ 250.00	Each	High	Per Uniform Fire Code, Not subject to CPI Adjustment	\$ 250.00
82	Third and subsequent violation within 12 month period	\$ 500.00	Each	High	Per Uniform Fire Code, Not subject to CPI Adjustment	\$ 500.00
83	Use, possession, storage, sale, or manufacturing of fireworks	\$ 2,500.00	Each	High	Per Uniform Fire Code, Not subject to CPI Adjustment	\$ 2,500.00
84	Delinquent fines	10% of amount due to City, or 10% of the amount of the fine remaining unpaid to the City if a portion of the fine amount was timely paid		High		10% of amount due to City, or 10% of the amount of the fine remaining unpaid to the City if a portion of the fine amount was timely paid
85	Interest	1/2 of 1% per month, pro rata		High		1/2 of 1% per month, pro rata
86	Movie Details Fire Safety Office Movie Standby	\$ 205.00	per hour	High		\$ 205.00
87	Fire Code Appeal	\$ 795.00		High		\$ 795.00

FIRE

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
88	Electronic Patient Care Report (ePCR) processing fee	\$ 4.70	Each	High	Based on per call charged fee by Digital EMS to AFD (Updated fees will not be available until May or June 2024)	\$ 4.70
89	Dispatch fee	\$ 83.00	Each	High	Based on Verdugo per call Dispatch Fee (Updated fees will not be available until May or June 2024)	\$ 83.00
FIRE CODE PERMITS & INSPECTION RATES						
90	Additive Manufacturing	\$ 415.00		High	Based on the new California Fire Code Permitting Requirements	\$ 423.00
91	Energy Storage System	\$ 415.00		High	Based on the new California Fire Code Permitting Requirements	\$ 423.00
92	Lithium Batteries	\$ 415.00		High	Based on the new California Fire Code Permitting Requirements	\$ 423.00
93	Outdoor Assembly	\$ 725.00		High	Based on the new California Fire Code Permitting Requirements	\$ 740.00
94	Plant Extraction System	\$ 540.00		High	Based on the new California Fire Code Permitting Requirements	\$ 551.00
95	Residential False Alarm	\$ 165.00		High	Based on the new California Fire Code Permitting Requirements	\$ 168.00

PUBLIC WORKS

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
1	Inspection Charges					
2	Backflow test and inspection (new construction) (Resolution 7239, adopted 12-18-18)	\$ 253.00		High		\$ 258.00
3	Annual administration of backflow device (Resolution 7239, adopted 12-18-18)	\$ 40.00		High		\$ 41.00
Street Maintenance Charges						
4	Curb number painting	\$ 100.00		High		\$ 102.00
5	Private street sweeping (per curb mile)	\$ 65.00		High		\$ 66.00
Maintenance Charges for Water Service						
6	Bacteriological test for new development's water lines	\$ 113.00		High	Plus Lab Cost	\$ 115.00
7	Field Monitor water meter (Flo-Search) - 1st time within 1 year	No charge		High	No Charge for 1st time within 1 year	No charge
8	Field Monitor water meter (Flo-Search) - 2nd and subsequent service within 1 year	\$ 102.00		High		\$ 104.00
9	Flow test hydrant (perform test)	\$ 435.00		High		\$ 444.00
10	Request to check water quality	\$ 266.00		High	Plus Lab Cost	\$ 271.00
11	Sewer Dye Test	\$ 130.00		High		\$ 133.00
12	Stand-pipe inspection (for developer access to water during const)	\$ 254.00		High		\$ 259.00
13	Water meter re-read - (1st within 1 year)	No charge		High	No Charge for 1st time within 1 year	No charge
14	Water meter re-read - (2nd and subsequent within 1 year)	\$ 57.00		High		\$ 58.00
15	Water meter turn-on after service shut-off (for change of ownership)	\$ 113.00	each	High		\$ 115.00
16	Water meter turn-on after service shut-off (for change of ownership)	\$ 282.00		High	after hours	\$ 288.00
17	Water turn-off notice for failure to test backflow prevention device	\$ 130.00		High		\$ 133.00
18	Unauthorized use of fire hydrant	\$ 136.00		High	Plus water cost	\$ 139.00
19	Flow test meter	\$ 203.00		High		\$ 207.00
20	Water turn-off/turn-on for non payment (during business hours)	\$ 147.00		High		\$ 150.00
21	Water turn-off/turn-on for non payment (after business hours)	\$ 282.00		High		\$ 288.00
22	Turn-on water per request during after-hours	\$ 294.00		High		\$ 300.00
23	Off-site improvement plan check	\$ 227.00		High	\$135 for each hour after	\$ 232.00
24	Hydrant flow test performed with water model	\$ 264.00		High		\$ 269.00
25	Abandon Existing Service - water inspection fee	\$ 153.00		High		\$ 156.00
26	Water Permit Inspection Fees: Pre-Construction Inspection- for Private Development Projects for water permits.	\$ 227.00		High		\$ 232.00

PUBLIC WORKS

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
27	Water Permit Inspection Fees: Water Service Inspection of Installation- Meter Reading documentation - setting up service for new development	\$ 198.00		High		\$ 202.00
28	GIASP No Exposure Certification (NEC) or non-filers - Stormwater Inspection fee	\$ 183.00		High		\$ 187.00
29	Infrastructure Restoration Deposit Fee - (Pavement Restoration for ADU/Remodeling)	\$ -		High	Deposit fee will be refunded if homeowner obtains contractor to restore the street	\$ 1,500.00
30	Water meter turn-on for property repairs (1st time)	\$ -		High	1st within one year	FREE
31	Water meter turn-on for property repairs (2nd time)	\$ -		High	2nd and subsequent within one year	\$ 58.00
	Stormwater and Urban Runoff Service Fees					
	Urban Storm Water Mitigation Plan Check					
32	Non-SUSMP projects (minimum NPDES requirements)	\$ 105.00		High		\$ 107.00
	Storm Water Inspection Fees					
33	Restaurants	\$ 210.00		High		\$ 214.00
34	Auto Service Businesses	\$ 242.00		High		\$ 247.00
35	Industrial Commercial	\$ 274.00		High		\$ 279.00
36	GIASP sites (large complex industrial projects)	\$ 474.00		High		\$ 483.00
37	Low Impact Development (LID annual inspection)	\$ 306.00		High		\$ 312.00
	Industrial Waste and Related Services					
	Industrial Waste Disposal Permits					
38	New Sewer Disposal	\$ 302.00		High		\$ 308.00
39	Sewer Disposal Permit Revision	\$ 236.00		High		\$ 241.00
40	New on-site Disposal	\$ 434.00		High		\$ 443.00
41	On-site Disposal Permit Revision	\$ 238.00		High		\$ 243.00
42	New - Off Site Disposal	\$ 434.00		High		\$ 443.00
43	Off-Site Disposal Permit Revision	\$ 236.00		High		\$ 241.00
	Industrial Waste Plan Review					
	Disposal to Sewer - New					
44	1	\$ 434.00		High		\$ 443.00
45	2	\$ 532.00		High		\$ 543.00
46	3	\$ 656.00		High		\$ 669.00
47	4	\$ 809.00		High		\$ 825.00
48	5	\$ 1,001.00		High		\$ 1,021.00
49	6	\$ 1,244.00		High		\$ 1,269.00
	Disposal to Sewer - Revision					
50	1	\$ 355.00		High		\$ 362.00
51	2	\$ 433.00		High		\$ 442.00
52	3	\$ 532.00		High		\$ 543.00
53	4	\$ 655.00		High		\$ 668.00
54	5	\$ 808.00		High		\$ 824.00
55	6	\$ 1,000.00		High		\$ 1,020.00

PUBLIC WORKS

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	On-site Disposal - New					
56	1	\$ 566.00		High		\$ 577.00
57	2	\$ 698.00		High		\$ 712.00
58	3	\$ 862.00		High		\$ 879.00
59	4	\$ 1,068.00		High		\$ 1,089.00
60	5	\$ 1,325.00		High		\$ 1,352.00
61	6	\$ 1,646.00		High		\$ 1,679.00
	On-site Disposal - Revision					
62	1	\$ 461.00		High		\$ 470.00
63	2	\$ 566.00		High		\$ 577.00
64	3	\$ 697.00		High		\$ 711.00
65	4	\$ 861.00		High		\$ 878.00
66	5	\$ 1,068.00		High		\$ 1,089.00
67	6	\$ 1,325.00		High		\$ 1,352.00
	Off-site Disposal - New					
68	1	\$ 434.00		High		\$ 443.00
69	2	\$ 532.00		High		\$ 543.00
70	3	\$ 656.00		High		\$ 669.00
71	4	\$ 809.00		High		\$ 825.00
72	5	\$ 1,001.00		High		\$ 1,021.00
73	6	\$ 1,242.00		High		\$ 1,267.00
	Off-site Disposal - Revision					
74	1	\$ 355.00		High		\$ 362.00
75	2	\$ 433.00		High		\$ 442.00
76	3	\$ 532.00		High		\$ 543.00
77	4	\$ 655.00		High		\$ 668.00
78	5	\$ 808.00		High		\$ 824.00
79	6	\$ 1,000.00		High		\$ 1,020.00
	Industrial Waste Annual Inspections					
	Inspection Fee Class					
78	A	\$ 132.00		High		\$ 135.00
79	B	\$ 264.00		High		\$ 269.00
80	C	\$ 395.00		High		\$ 403.00
81	D	\$ 527.00		High		\$ 538.00
82	E	\$ 791.00		High		\$ 807.00
83	M	\$ 1,581.00		High		\$ 1,613.00
84	RDS	\$ 197.00		High		\$ 201.00
	* Immediately upon issuance of a new permit, the permitted shall be billed a percentage of the above inspection fee, determined by the days remaining in the billing period, as scheduled below. The annual inspection fee shall also be increased by an additional \$138.00 for each approved rainwater diversion system.					
85	Days remaining in billing: 1-60	\$ -		High		\$ -
86	Days remaining in billing: 61-120	\$ 0.30		High		\$ 0.30
87	Days remaining in billing: 121-210	\$ 0.55		High		\$ 0.55
88	Days remaining in billing: 211-300	\$ 0.90		High		\$ 0.90

PUBLIC WORKS

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
89	Days remaining in billing: 301-365	\$ 1.25		High		\$ 1.25
90	Wastewater sampling and analysis fee - per analysis	\$ 197.00		High		\$ 201.00
Miscellaneous Fees						
91	Inspection of pretreatment facility for permit cancellation	\$ 132.00		High		\$ 135.00
92	Review of site remedial investigation and cleanup plan to correct unauthorized release of industrial waste, initial deposit	\$ 163.00		High		\$ 166.00
93	Additional site remedial investigation and cleanup plan review and approval, per hour	\$ 163.00		High		\$ 166.00
94	Inspection s outside of normal business hours, per hour	\$ 132.00		High		\$ 135.00
95	Inspection for which no fee is specifically indicated	\$ 132.00		High		\$ 135.00
96	Additional plan review or revisions of previously approved plans, per hour	\$ 163.00		High		\$ 166.00
97	Delinquent fees (for fees not paid within 30 calendar days from the billing date):	10% penalty fee for each 30 day period beyond the billing date.		High		10% penalty fee for each 30 day period beyond the billing date.
Annual Inspection Fee Refunds						
98	1 - 60 (days from previous billing date)	\$ 0.80		High		\$ 0.80
99	61 - 150 (days from previous billing date)	\$ 0.55		High		\$ 0.55
100	151 - 240 (days from previous billing date)	\$ 0.30		High		\$ 0.30
101	241 or more (days from previous billing date)	\$ -		High		\$ -
Classess of Businesses, Processes and Industries for Plan Review and Inspection						
	Agricultural Production, Food Processing and Handling					
102	Animal Slaughtering (except fowl)	\$ 3.15	D	High		\$ 3.20
103	Bakery plants	\$ 2.10	C	High		\$ 2.10
104	Beverages, canning and bottling	\$ 2.10	C	High		\$ 2.10
105	Breweries, wineries	\$ 3.15	D	High		\$ 3.20
106	Canned and preserved fruits and vegetables	\$ 3.15	B	High		\$ 3.20
107	Cold storage and refrigeration plants	\$ 1.05	A	High		\$ 1.10
108	Dairies and dairy products	\$ 2.10	D	High		\$ 2.10
109	Food markets	\$ 1.05	A	High		\$ 1.10
110	Frozen foods	\$ 2.10	B	High		\$ 2.10
111	Hydroponic farms	\$ 2.10	B	High		\$ 2.10
112	Poultry	\$ 3.15	E	High		\$ 3.20
113	Prepared meat, poultry, and fish products	\$ 2.10	C	High		\$ 2.10
114	Restaurants, public eating places and plant cafeterias	\$ 1.05	A	High		\$ 1.10
115	Rendering	\$ 3.15	C	High		\$ 3.20
116	Sugar and confectionery products	\$ 1.05	A	High		\$ 1.10
117	Vegetable fats and oils	\$ 2.10	B	High		\$ 2.10
118	Vegetable packing	\$ 3.15	D	High		\$ 3.20
Mining, Manufacturing and Processing						
119	Aircraft	\$ 3.15	C	High		\$ 3.20
120	Aircraft Engines, parts and accessories	\$ 3.15	C	High		\$ 3.20
121	Ammunition and explosives	\$ 2.10	D	High		\$ 2.10
122	asphalt and asphalt products	\$ 4.25	E	High		\$ 4.30

PUBLIC WORKS

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
123	Battery manufacturing, servicing and reclaiming	\$ 3.15	E	High		\$ 3.20
124	Blast furnaces, steel works, rolling and finishing mills	\$ 4.25	E	High		\$ 4.30
125	Carpet mills with dyeing	\$ 4.25	D	High		\$ 4.30
126	Carpet mills without dyeing	\$ 1.05	A	High		\$ 1.10
127	Cement manufacturing	\$ 3.15	B	High		\$ 3.20
128	Ceramics	\$ 2.10	D	High		\$ 2.10
129	Chemical milling	\$ 5.25	E	High		\$ 5.40
130	Chemical plants	\$ 5.25	E	High		\$ 5.40
131	Coating, electroplating, engraving, and related services	\$ 4.20	E	High		\$ 4.30
132	Concrete batch plants	\$ 2.10	D	High		\$ 2.10
133	Cut stone and stone products	\$ 2.10	A	High		\$ 2.10
134	Electric power generation plants except waste-to-energy facilities	\$ 3.15	B	High		\$ 3.20
135	Enameled products	\$ 2.10	B	High		\$ 2.10
136	Guided missiles, space vehicles, space vehicle propulsion units and propulsion unit parts	\$ 4.25	D	High		\$ 4.30
137	Iron and steel foundries and heat treating	\$ 4.25	D	High		\$ 4.30
138	Linoleum, asphalt-felt-base and other hard-surface floor covering	\$ 2.10	B	High		\$ 2.10
139	Metal fabrication (no chemical waste)	\$ 1.05	B	High		\$ 1.10
140	Metals - with chemical waste (not otherwise classified)	\$ 1.05	A	High		\$ 1.10
141	Metals - with no chemical wastes (not otherwise classified)	\$ 1.05	B	High		\$ 1.10
142	Motor vehicles parts and accessories	\$ 2.10	B	High		\$ 2.10
143	Motor vehicles, vehicle bodies, and trailers	\$ 3.15	B	High		\$ 3.20
144	Musical instruments (metal)	\$ 2.10	C	High		\$ 2.10
145	Non-metals - with chemical wastes (not otherwise classified)	\$ 3.15	D	High		\$ 3.20
146	Non-metals - with no chemical wastes (not otherwise classified)	\$ 1.05	A	High		\$ 1.10
147	Oil field production	\$ 2.10	C	High		\$ 2.10
148	Paint manufacturing	\$ 3.15	D	High		\$ 3.20
149	Paper manufacturing	\$ 3.15	C	High		\$ 3.20
150	Paper products	\$ 2.10	B	High		\$ 2.10
151	Pesticides	\$ 4.25	D	High		\$ 4.30
152	Petroleum refining and processing	\$ 5.25	E	High		\$ 5.40
153	Pharmaceuticals	\$ 4.25	D	High		\$ 4.30
154	Photographic equipment and supplies	\$ 2.10	C	High		\$ 2.10
155	Pottery, china, earthenware, porcelain and related products	\$ 2.10	C	High		\$ 2.10
156	Primary smelting and refining of nonferrous metals	\$ 3.15	B	High		\$ 3.20
157	Printed circuit boards	\$ 4.25	E	High		\$ 4.30
158	Quarrying and rock crushing	\$ 4.25	D	High		\$ 4.30
159	Railroad equipment	\$ 2.10	B	High		\$ 2.10
160	Rolling, drawing and extruding nonferrous metals	\$ 2.10	C	High		\$ 2.10
161	Rubber and plastics products	\$ 3.15	C	High		\$ 3.20
162	Sand and gravel washing and screening	\$ 3.15	D	High		\$ 3.20
163	Secondary smelting and refining of nonferrous metals	\$ 2.10	C	High		\$ 2.10
164	Semiconductor and related devices	\$ 3.15	D	High		\$ 3.20
165	Silverware, plated ware and stainless steel ware	\$ 4.25	E	High		\$ 4.30
166	Spray-painting shops	\$ 1.05	A	High		\$ 1.10
167	Steel springs manufacturing	\$ 3.15	E	High		\$ 3.20
168	Tanning and wool pulling	\$ 3.15	D	High		\$ 3.20
169	Textile mills, treating and dyeing	\$ 4.25	D	High		\$ 4.30

PUBLIC WORKS

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
170	Wood fabrication (no chemical wastes)	\$ 1.05	A	High		\$ 1.10
	Retail Trade and Services					
171	Airports, flying fields and airport terminal services	\$ 1.05	B	High		\$ 1.10
172	Automotive repair	\$ 1.05	C	High		\$ 1.10
173	Bottle and can washing	\$ 2.10	B	High		\$ 2.10
174	Car wash	\$ 1.05	C	High		\$ 1.10
175	Chemical Laboratories	\$ 1.05	B	High		\$ 1.10
176	Cleaners, retail	\$ 1.05	B	High		\$ 1.10
177	Commercial laundries (not coin-operated)	\$ 2.10	B	High		\$ 2.10
178	Cooperages	\$ 3.15	D	High		\$ 3.20
179	Dry cleaning plants	\$ 2.10	D	High		\$ 2.10
180	Film processing plants	\$ 2.10	C	High		\$ 2.10
181	Film processing, retail	\$ 1.05	A	High		\$ 1.10
182	Kennels, dog and cat hospitals	\$ 1.05	A	High		\$ 1.10
183	Marine service	\$ 2.10	C	High		\$ 2.10
184	Schools, churches and institutions	\$ 1.05	A	High		\$ 1.10
185	Service stations - incidental car washing, repairs, and maintenance	\$ 1.05	A	High		\$ 1.10
186	Tank truck interior washing	\$ 2.10	D	High		\$ 2.10
187	Truck repair and exterior washing	\$ 1.05	C	High		\$ 1.10
	Waste Disposal Facilities					
188	Cogeneration facilities (not otherwise classified)	\$ 2.10	C	High		\$ 2.10
189	Hazardous waste treatment, recycling, storage and transfer facilities	\$ 6.30	M	High		\$ 6.40
190	Injection wells, non-oilfield wastes (liquids)	\$ 3.15	M	High		\$ 3.20
191	Landfill gas recovery facilities	\$ 6.30	M	High		\$ 6.40
192	Liquid waste storage and transfer facilities, non-hazardous	\$ 4.25	E	High		\$ 4.30
193	Open facilities, not used	\$ 1.05	A	High		\$ 1.10
194	Solid-waste transfer, recycling and composting facilities	\$ 3.15	D	High		\$ 3.20
195	Solid-waste incinerators	\$ 6.30	M	High		\$ 6.40
196	Waste-to-energy facilities	\$ 6.30	M	High		\$ 6.40

POLICE

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
1	Vicious and Dangerous Dog Designation	\$ 140.00		High		\$ 143.00
2	Transfer Permit Fee	\$ 5.00		High		\$ 5.00
Police Records						
3	ATM Safety Law	\$ 28.00	per request	Medium		\$ 29.00
4	Citation Verification (Equipment Violation) - Residents	\$ 12.00	per request	Medium		\$ 12.00
5	Citation Verification (Equipment Violation) - Non-residents	\$ 28.00	per request	High		\$ 29.00
6	Copies of Crime Reports	\$ 0.25	per page	Low	First 25 pages free	\$ 0.25
7	Fingerprinting - first card	\$ 12.00	per person	High		\$ 12.00
8	Fingerprinting - each additional card	\$ 12.00	per person	High		\$ 12.00
8	Livescan Fingerprinting (DOJ State Level)	\$ -	per person	High	Per State of California DOJ	\$ 32.00
9	Livescan Fingerprinting (both DOJ State Level and FBI Federal Level)	\$ -	per person	High		\$ 49.00
10	Microfilm Reproduction	\$ 34.00	first five pages	High	\$1.00 for each additional page thereafter.	\$ 35.00
11	Photograph Reproduction	\$ 1.05	per CD per person	Low	no limit to quantity of pictures as long as they fit on one CD, if storage capacity is exceeded then a second CD must be purchased	\$ 1.10
12	Repossession Administrative Fee	\$ 17.00		High		\$ 17.00
13	Special Reports or Research Fee (for video/audio reproduction; blank tapes provided by requester)	\$ 243.00	per hour	High	with one hour minimum, additional time charged at 15-minute increments	\$ 248.00
14	Local C.O.R.I. Letter	\$ 37.00	per request	High		\$ 38.00
15	Sex and Drug Registrants	\$ -		Low		\$ -
16	Police Shooting Range	Law Enforcement use only		Low		Law Enforcement use only
17	Civil Subpoena Duces Tecum	\$ 15.00		Low	Set by State Evidence Code Section 1563	\$ 15.00
18	Traffic Accident Report	\$ 37.00		High		\$ 38.00
19	Adult Business Performer License Annual Fee	\$ 243.00		High		\$ 248.00

POLICE

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
20	Misdemeanor/Infraction Violation	Any person convicted of a misdemeanor under any provision of this Code shall be punishable by a fine of not more than \$1,000.00 or by imprisonment in the City				
	Penalty for Infraction					
21	1st Violation	Not more than \$100		High		Not more than \$100
23	2nd Violation (of same provision within 1 year)	Not more than \$200		High		Not more than \$200
24	3rd and any Additional Violation (of same provision within 1 year)	Not more than \$500		High		Not more than \$500
25	Infraction regarding minors	Set by the court		High		Set by the court
	Police Towing Services (according to third-party contract with Jan's Towing)					
26	Regular Tow - Class A	\$ 263.00		High	*All rates are according to latest CHP rates, which are expected to be available around May or June 2024	\$ 263.00
27	Medium Duty Tow - Class B	\$ 315.73		High		\$ 315.73
28	Heavy Duty Tow - Class C	\$ 458.25		High		\$ 458.25
29	Super Heavy Duty Tow - Class D	\$ 497.35		High		\$ 497.35
30	Motorcycle Tow	\$ 263.00		High		\$ 263.00
31	Regular Storage - Class A (inside)	\$ 68.06	day	High		\$ 68.06
32	Medium Storage - Class B (inside)	\$ 70.13	day	High		\$ 70.13
33	Heavy Storage - Class C (inside)	\$ 72.75	day	High		\$ 72.75
34	Heavy Duty Storage - Class D (inside)	\$ 74.03	day	High		\$ 74.03
35	Motorcycle Storage (inside)	\$ 68.06	day	High		\$ 68.06
36	Regular Storage - Class A (outside)	\$ 65.50	day	High		\$ 65.50
37	Medium Storage - Class B (outside)	\$ 67.96	day	High		\$ 67.96
38	Heavy Storage - Class C (outside)	\$ 74.55	day	High		\$ 74.55
39	Heavy Storage - Class D (outside)	\$ 74.03	day	High		\$ 74.03
40	Motorcycle Storage (outside)	\$ 65.50	day	High		\$ 65.50
41	Handicap Tow	\$ 263.00	day	High		\$ 263.00
42	Handicap Storage (indoor)	\$ 68.06	day	High		\$ 68.06
43	Handicap Storage (outdoor)	\$ 65.50	day	High	\$ 65.50	

POLICE

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	Disorderly Party Fee					
44	First Response	No fee		High		No fee
44	2nd or subsequent response	Special Assignment Fee (personnel and equipment costs, damage to City property, injuries to City personnel)		High		Special Assignment Fee (personnel and equipment costs, damage to City property, injuries to City personnel)
	Parking Violations					
	Arcadia Municipal Code Violations					
47	10.1 No Stopping or Standing in Parkway	\$ 74.00		High		\$ 75.00
48	10.3 No Stopping or Parking	\$ 74.00		High		\$ 75.00
49	10.3(7) No Stopping or Parking (Street Sweeping)	\$ 74.00		High		\$ 75.00
50	10.4 Using Street Storage of Vehicle	\$ 113.00		High		\$ 115.00
51	10.6 Repairing or Greasing Vehicle on Street	\$ 74.00		High		\$ 75.00
52	10.7 Washing or Polishing Vehicle on Street	\$ 74.00		High		\$ 75.00
53	10.11 Unlawful Parking - Peddlers/Vendors	\$ 94.00		High		\$ 96.00
54	10.12 No Parking (Emergency Signs)	\$ 74.00		High		\$ 75.00
55	11.0 Green Curb (24 Minutes Only)	\$ 74.00		High		\$ 75.00
56	11.2 & 11.3 Overtime Parking (1 Hr. Zone and 2 Hr. Zone)	\$ 74.00		High		\$ 75.00
57	11.6 Park in Space Parking	\$ 74.00		High		\$ 75.00
58	11.9 Overnight Parking (2:30 a.m. to 5:30 a.m.)	\$ 74.00		High		\$ 75.00
59	11.9.1 Overnight Parking (Vehicle over 6,000 lbs.)	\$ 108.00		High		\$ 110.00
60	Temporary All Night Parking	\$ 5.00	per night	High		\$ 5.00
61	12.1 Park in Violation of Curb Markings (R Y W)	\$ 74.00		High		\$ 75.00
62	12.2 Load or Unload in Excess of 20 Minutes	\$ 74.00		High		\$ 75.00
63	12.3 Park in Loading Zone	\$ 74.00		High		\$ 75.00
64	12.4 Park in Passenger Loading Zone	\$ 74.00		High		\$ 75.00
65	12.5 Park in Alley	\$ 74.00		High		\$ 75.00
66	3240 Parking on Private Property	\$ 74.00		High		\$ 75.00
67	13.15 Parking Commercial Vehicle in Residential	\$ 227.00		High		\$ 232.00
68	13.16 Commercial Vehicle (truck route)	\$ 272.00		High		\$ 277.00
69	9402.6(o) Park on Lawn/Unpaved Surface	\$ 69.00		High		\$ 70.00

POLICE

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	California Vehicle Code Violations					
70	21113a Parking on Public Grounds	\$ 74.00		High		\$ 75.00
71	22500a Parking Within an Intersection	\$ 74.00		High		\$ 75.00
72	22500b On a Crosswalk	\$ 74.00		High		\$ 75.00
73	22500e In Front of Public or Private Drive	\$ 74.00		High		\$ 75.00
74	22500f On a Sidewalk	\$ 74.00		High		\$ 75.00
75	22500h Double Parking	\$ 74.00		High		\$ 75.00
76	22500i Bus Zone	\$ 339.00		High		\$ 346.00
77	22500.1 Park in Fire Lane/Accessway	\$ 339.00		High		\$ 346.00
78	22502 Park over 18" from R/Curb (or Wrong Side)	\$ 74.00		High		\$ 75.00
79	22507.8 Handicapped Parking (First Offense Only)	\$ 452.00		High		\$ 461.00
80	22514 Fire Hydrant (Within 15 feet)	\$ 74.00		High		\$ 75.00
81	22522 Park Near Curb Access Ramp	\$ 339.00		High		\$ 346.00
82	22526 Blocking Intersection	\$ 119.00		High		\$ 121.00
83	5200(a) Improper Display of License Plates	\$ 74.00		High		\$ 75.00
84	5204(a) Improper Display of Tabs	\$ 74.00		High		\$ 75.00
	Public Safety Alarm Fees					
	False Security Alarm Fees					
85	First and second false security alarm in any consecutive 365 day period (MC Section - 3907)	No Cost Assessment		High		No Cost Assessment
86	Third false security alarm in any consecutive 365 day period (MC Section 3907b)	\$ 227.00	Assessment	High		\$ 232.00
87	Fourth false security alarm in any consecutive 365 day period (MC 3907c)	\$ 339.00	Assessment	High		\$ 346.00
88	Fifth and all subsequent false security alarms in any consecutive 365 day period (MC 3907d) (Resolution 7047, adopted 10-21-14)	\$ 452.00	Assessment	High		\$ 461.00
89	Each false security alarm which specifically signals a robbery or panic alarm regardless of any other crime in any 365 day period	\$ 227.00	Cost Assessment	High	Commencing with the 2nd false security alarm in any consecutive 365 period 3907e	\$ 232.00
90	Reactivation Fee	\$ 227.00		High		\$ 232.00

POLICE

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	False Fire Alarm					
91	First and Second false Fire Alarm during the calendar year	No Cost Assessment		High		No Cost Assessment
92	Third and all subsequent false fire alarms during calendar year	Cost Assessment of \$320		High		Cost Assessment of \$320
93	Fifth and all subsequent false fire alarms during calendar year	Subject to Administrative Citations		High		Subject to Administrative Citations
	Vehicle Impound/Storage Fees					
94	Vehicle Impound/Storage Release Fee	\$ 192.00		High		\$ 196.00
95	Vehicle Impound/Storage Release Fee - Incident to Arrest Other than DUI	\$ 792.00		Medium		\$ 808.00
96	Vehicle Impound/Storage Release Fee with DUI	\$ 792.00		Medium		\$ 808.00
97	Massage Therapist Permit Application Fee	\$ 282.00		High		\$ 288.00
98	Massage Therapist Permit Renewal Fee	\$ 243.00		High		\$ 248.00
99	Movie Detail	Cost Varies		High		Cost Varies
	Miscellaneous Police Services					
100	Safekeeping of Firearms	\$150 for the first weapon \$50 for each additional weapon, and a \$2 per day per weapon storage free beyond the 30-day limit		High		\$150 for the first weapon \$50 for each additional weapon, and a \$2 per day per weapon storage free beyond the 30-day limit
101	Annual Overnight Parking Permit	\$ 140.00		High	Effective January 1, 2025	\$ 143.00
102	Annual Overnight Parking Permit Transfer Fee	\$ 5.00		High	Effective January 1, 2025	\$ 5.00
103	Altered Dogs	\$ 36.00		High	New Rates will available around May or June 2024	\$ 36.00
104	Unaltered Dogs	\$ 78.00		High	New Rates will available around May or June 2024	\$ 78.00
105	Altered Dogs - Senior rate	\$ 23.00		High	New Rates will available around May or June 2024	\$ 23.00
106	Unaltered Dogs - Senior rate	\$ 46.00		High	New Rates will available around May or June 2024	\$ 46.00
107	Pet Store/Groomer	\$ 125.00		High	New Rates will available around May or June 2024	\$ 125.00
108	Replacement Tags	\$ 25.00		High	New Rates will available around May or June 2024	\$ 25.00
109	Penalty Fee for late payments	\$ 30.00		High	New Rates will available around May or June 2024	\$ 30.00

POLICE

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
110	Taxi Driver Permit Application	\$ 243.00		High		\$ 248.00
111	Solicitation Permit Application	\$ 153.00		High		\$ 156.00
112	Audio/Video Recording (on CD)	\$ 1.00		High		\$ 1.00
113	Concealed Carry Weapon License Application	\$ 381.85		High		\$ 389.00
114	Concealed Carry Weapon License Amendment	\$ 10.00		High		\$ 10.00
115	Concealed Carry Weapon License Renewal	\$ 25.00		High		\$ 26.00
116	Concealed Carry Weapon License Psychological Test	\$ 150.00		High		\$ 153.00

RECREATION AND COMMUNITY SERVICES

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	Classes and Activities					
1	Class Registration Administration Fee	\$ 6.00	each	Low		\$ 6.00
2	Kids Night Out Program	\$ 24.00	each	Low		\$ 24.00
3	Adult Basketball League Cost per Team	\$ 910.00	team	Low		\$ 910.00
4	Processing refund fee for cancellation of recreation activity	\$ 22.00	each	Low		\$ 22.00
5	Intramural Basketball, Volleyball, and Football (includes uniform)	\$ 113.00	each	Low		\$ 115.00
	Wilderness Park Fees					
6	Overnight Youth Campouts up to capacity of 50	\$ 320.00	daily	Low		\$ 320.00
7	Overnight Youth Campouts up to capacity of 100	\$ 640.00	daily	Low		\$ 640.00
8	Security deposit per group (refundable)	\$ 116.00	daily	Low		\$ 120.00
9	School Picnics	\$ 116.00	daily	Low		\$ 118.00
10	Groups 1-5	FREE		Low		FREE
11	Groups 6-20	\$ 32.00	daily	Low		\$ 32.00
12	Day Camp (1 week session)	\$ 169.00	weekly	Low		\$ 174.00
	Bonita Park					
13	Bonita Park Light Use	\$ 12.00	hourly	Low		\$ 12.00
	Dana Gym					
14	Badminton, Volleyball, Pickleball (no instructor)	\$ 38.00	quarterly	Low		\$ 40.00
15	Sports Camp (1 week session)	\$ 169.00	weekly	Low		\$ 174.00
	Various Sites					
16	Winter, Spring, Thanksgiving, and Teen Camps	\$ 40.00	daily	Low		\$ 41.00
17	Summer Fun N Play	\$ 53.00	weekly	Low		\$ 54.00
18	Hourly Fee for Use of Synthetic Turf Fields	\$ 40.00	hourly	Low		\$ 41.00
19	Annual Security Deposit For Use of Concession Stands	\$ 286.00	annually	Low		\$ 300.00
20	Annual Security Deposit For Use of Athletic Fields	\$ 286.00	annually	Low		\$ 300.00
21	Museum Education Center rentals	\$ 57.00	hourly	Low	2 hour minimum	\$ 58.00
	Community Center Meeting Rooms					
	Large Banquet Meeting Room (6 A-E)					
22	Full Ballroom (Capacity 260); Priority 3	\$ 169.00	hourly	Low	FULL BALLROOM *Changing 6 hr. block to 1 hr. block*	\$ 172.00
23	2/3 Ballroom (Capacity 230); Priority 3	\$ 116.00	hourly	Low	2/3 Ballroom*Changing 6 hr. block to 1 hr. block*	\$ 118.00
24	1/3 Ballroom (Capacity 130); Priority 3	\$ 84.00	hourly	Low	1/3 Ballroom *Changing 6 hr. block to 1 hr. block*	\$ 86.00
25	Security Deposit (refundable)	\$ 339.00	daily	Low		\$ 350.00
26	Under 150 people/Employee Retirement Event; Priority 2	\$ 225.00	flat	Low	6 hour maximum, including set up/breakdown	\$ 250.00
	Small Meeting Rooms (7AB or other small room)					
27	Rental Fee	\$ 67.00	hourly	Low		\$ 70.00
28	Security Deposit (refundable)	\$ 116.00		Low		\$ 120.00
	Custodial Care of Children - Late Fees					
29	5 minutes	FREE		Low		FREE
30	6 - 15 minutes	\$ 22.00		Low		\$ 20.00
31	16 - 30 minutes	\$ 33.00		Low		\$ 30.00
32	31 - 45 minutes	\$ 44.00		Low		\$ 40.00

RECREATION AND COMMUNITY SERVICES

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
33	46 - 60 minutes	\$ 55.00		Low	\$10.00 additional charge for each 5 minutes	\$ 50.00
34	Council Chambers Room Facility Rental	\$ 57.00	hourly	Low	2 hour minimum	\$ 58.00
35	Council Chambers Room Facility Rental Security Deposit	\$ 116.00	hourly	Low		\$ 120.00
36	MEC Security Deposit	\$ 116.00	daily	Low		\$ 120.00
37	Extended Care AM	\$ 22.00	daily	Low		\$ 25.00
38	Extended Care PM	\$ 22.00	daily	Low		\$ 25.00
39	Extended Care AM&PM	\$ 44.00	daily	Low		\$ 50.00

LIBRARY

	DESCRIPTION	CURRENT FEE / CHARGE	UNIT	Cost Recovery Level	NOTES	NEW FEES EFFECTIVE JULY 1, 2024
	Library Fees					
	Overdue Library Materials					
1	Per day, per item	\$ 0.25		Low		\$ 0.25
2	Maximum fine, per item	\$ 10.00		Low		\$ 10.00
3	Referral fee to collection agency per item	\$ 15.00		Low		\$ 15.00
	Items Lost or Damaged Beyond Repair					
4	Replacement	Cost of Items		Low		Cost of Items
5	Processing Charge (paperback)	\$ 5.00		Low		\$ 5.00
6	Processing Charge (all other materials)	\$ 5.00		Low		\$ 5.00
	Chargers	\$ -				\$ -
7	Chromebook	\$ -		Low		\$ 40.00
8	Launchpad/Playaway View	\$ -		Low		\$ 17.00
	New: Missing Labels	\$ -				\$ -
9	Barcodes, per item	\$ -		Low		\$ 1.00
10	RFID Tags, per item	\$ -		Low		\$ 1.00
	Book Reserve					
11	Adult materials	Free		Low		Free
12	Children's materials	Free		Low		Free
13	Interlibrary Loan Requests: Each request (plus postage and other fees added by	\$ 5.00		Low		\$ 5.00
	Photocopies					
14	Photocopies (first 25 pages)	Free		Low		Free
15	Photocopies (26th and subsequent pages)	\$ 0.15	per page	Low		\$ 0.15
16	Historical Materials for Private or Not for Profit Use	\$ 20.00		Low		\$ 20.00
17	Historical Materials, commercial use, public display, publication	\$ 100.00		Low		\$ 50.00
	Library Card					
18	First card	\$ -		Low		\$ -
19	Replacement fee for lost card	\$ 2.00		Low		\$ 2.00
	Library Meeting Room Reservations					
	Cay Mortenson Auditorium					
20	Per Hour Rental Fee (2 hour minimum)	\$ 125.00		Low		\$ 125.00
21	Auditorium Security Deposit (refundable)	\$ 150.00		Low		\$ 150.00
22	Cleaning Fee per use when food is served	\$ 50.00		Low		\$ 50.00
23	Auditorium Piano Rental Use Fee	\$ 50.00		Low		\$ 50.00
24	Internet Computer Use Guest Pass	Free		Low		Free
	Museum Patio					
25	Per Hour (2 hour minimum)	\$ 42.00		Low		\$ 43.00
	Passport Services					
26	Passport Fee	\$ 35.00		Low		\$ 35.00
27	Photo Fee	\$ 15.00		Low		\$ 15.00
28	Express Mail	\$ 28.75		Low		\$ 28.75
	Class Fees					
29	English Conversation Fee	\$ -	yr/student	Low		\$ -
30	Per Hour Rental Fee Imagination Theater (1 hour min.)	\$ 55.00	per hour	Low		\$ 55.00
31	Security Deposit (refundable)	\$ 55.00		Low		\$ 55.00

**ARCADIA CITY COUNCIL
SPECIAL MEETING MINUTES
TUESDAY, MARCH 19, 2024**

CALL TO ORDER - Mayor Verlato called the Closed Session to order at 5:30 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

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

PUBLIC COMMENTS – No one appeared.

CLOSED SESSION

- a. Pursuant to Government Code Section 54956.9 (d)(1) to confer with legal counsel regarding the matter of Robert Bartley v. City of Arcadia.
- b. Confer with legal counsel regarding anticipated litigation.

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)

Facts and Circumstances: Written threat of litigation (Government Code Section 54956.9(e)(3)) Unknown to Potential Plaintiffs.

No reportable action was taken.

The Closed Session ended at 6:10 p.m.

STUDY SESSION

- a. Report, discussion, and direction regarding changes to the Artificial Turf Regulations in residential zones after community outreach.

City Manager Lazzaretto provided an overview of events that led to Study Session Item a. and noted three emails received for public comment.

Assistant City Manager/Director of Development Services Kruckeberg provided a PowerPoint presentation.

Mayor Verlato opened public comment.

Laurie Thompson, an Arcadia resident and Chair of the Santa Anita Village Association Architectural Review Board, appeared on behalf of the Association and urged the City Council not to increase the allowable use of artificial turf; and recommended the City Council hold off on taking any action pending forthcoming activity at the State level.

Greg Medeiros, an Arcadia resident and Chair of the Rancho Santa Anita Residents' Association Architectural Review Board, appeared and indicated that there are more sustainable methods for water conservation; he stated that the Metropolitan Water District ("MWD"), which manages the

Water Conservation Program for southern California, is no longer offering rebates for the installation of artificial turf; and noted this could be an indication that MWD has concerns about promoting additional use of artificial turf.

Jenna Ng, an Arcadia resident, appeared and provided reasons why she is in support of the increased use of artificial turf; she stated that her front lawn was replaced with artificial turf and she was not aware of the regulations in place prior to installation; that she is working with Code Enforcement to become compliant; and urged the City Council to increase the acceptable amount of artificial turf.

After discussion, a motion was made by Mayor Pro Tem Cao, seconded by Council Member Cheng, and carried on a roll call vote to continue to study this item, leave the existing artificial turf regulations in place, and withhold code enforcement on existing cases that do not meet the City's standards while staff continues to study the item.

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


b. Report, discussion, and direction regarding hosting future Moon Festival Special Events in Arcadia.

Recreation and Community Services Director Somogyi presented Study Session Item b.

A motion was made by Mayor Pro Tem Verlato, seconded by Council Member Kwan, and carried on a roll call vote to approve a budget in the amount of \$30,000 for Fiscal Year 2024-25 and to proceed with preparations for the Moon Festival, scheduled for September 14, 2024.

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

The Study Session ended at 6:43 p.m.



Linda Rodriguez
Assistant City Clerk

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, MARCH 19, 2024**

1. **CALL TO ORDER** – Mayor Verlato called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** – Reverend Jolene Cadenbach, Arcadia Congregational Church
3. **PLEDGE OF ALLEGIANCE** – Scouts BSA Troop 333-G
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

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

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

City Attorney Maurer reported that the City Council met in a Closed Session to discuss the two items listed on the posted agenda and indicated that no reportable action was taken. He further reported that the City Council met in a Study Session to consider the two items listed on the posted agenda.

City Attorney Maurer indicated that the first item was to discuss artificial turf regulations in residential zones; he stated that three public comments were received and on a 5-0 vote, the City Council directed staff to continue to study the item, leave the existing artificial turf regulations in place, and withhold code enforcement on existing cases that do not meet City standards while staff studies the item. City Attorney Maurer further reported that regarding the second Study Session item (consider preparations and budget needs for the 2024 Moon Festival), on a 5-0 vote, the City Council directed Staff to move forward with preparations for the 2024 Moon Festival, including a budget of \$30,000.

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

City Manager Lazzaretto had nothing to report.

7. **PRESENTATIONS**

- a. Presentation of Mayor's Certificates of Commendation to Scouts BSA Troop 333-G for obtaining the rank of Eagle Scout.

8. **PUBLIC COMMENT**

Ringo Suen, an Arcadia resident, appeared and expressed his concerns regarding traffic safety at Arcadia High School during pick up and drop off time; he reported on recent traffic accidents that involving students; and urged the City Council to create a traffic safety commission.

Charlie Tang, an Arcadia resident, appeared and spoke about a traffic accident involving his son; and urged the City Council to create a traffic safety commission.

James Wei, an Arcadia resident, appeared and shared why a law prohibiting excessive lighting should be implemented in the City; he indicated that the complex he lives in has excessive lighting disrupting

others that live there; and urged the City Council to implement a law prohibiting excessive light in the evening hours.

In response to Mr. Wei's comments, Assistant City Manager/Development Services Director Kruckeberg clarified that the City has rules and regulations in place that address excessive lighting; and stated that the Code Enforcement Division would contact him to further investigate the issue.

Tony Dong, an Arcadia resident, appeared and spoke about a traffic accident that occurred near Arcadia High School involving his son; he expressed his concerns regarding traffic safety during drop off and pick up times; and provided other suggestions for traffic safety.

In response to City Manager Lazzaretto's inquiries, Mr. Dong stated that the accident occurred on Santa Anita Avenue and Alice Street; he provided details about the incident; he indicated that police officers were on scene when he arrived; and he confirmed that a police report was filed.

Council Member Wang noted an email received on February 23 with photos of the incident; and indicated that the City is working with Arcadia High School to address traffic safety issues.

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

Mayor Pro Tem Cao provided a report on the various events that he attended or will be attending as a representative of the City; he expressed the importance of public safety; and reported on organizations at the State and County level that work with cities to combat local retail theft.

Council Member Cheng thanked the public speakers for sharing their comments; he provided a report on the various events that he attended or will be attending as a representative of the City; and he announced that on March 26, the Arcadia Police Department is hosting its Battle of the Badges Blood Drive event.

Council Member Wang noted that her son is an Arcadia High School student and traffic safety at schools is very important to her; she provided a report on the various events that she attended or will be attending as a representative of the City; and reported on the importance of affordable housing.

Council Member Kwan addressed Mr. Suen regarding his traffic safety concerns and requested City Council support to place an item on a future agenda, to consider the creation of a Traffic Safety Commission (Mayor Verlato and Council Member Cheng concurred); she also provided a report on the various events that she attended or will be attending as a representative of the City; and highlighted the important growth of women's leadership in the workforce.

Mayor Verlato provided a report on the various events that she attended or will be attending as a representative of the City; she reported on recent incidents that occurred in the City involving the unhoused; that she hopes the City Council identifies solutions to address homelessness in Arcadia; and she issued an apology to her colleagues for using inappropriate language in the past when discussing homelessness.

10. CONSENT CALENDAR

- a. Regular Meeting Minutes of March 5, 2024, and Special Meeting Minutes of March 9, 2024.
CEQA: Not a Project
Recommended Action: Approve

- b. Resolution No. 7547 amending the Fiscal Year 2023-24 Capital Improvement Program Budget and authorizing a supplemental budget appropriation for installation of new netting at Arcadia Par 3 in the amount of \$186,719.68, offset by a reduction in the Par 3 Fund; and approve a contract with KYA Services, LLC for installation of new netting at Arcadia Par 3 in the amount of \$169,745.16, plus a 10% contingency.
CEQA: Exempt
Recommended Action: Adopt and Approve
- c. Resolution No. 7549 approving the blanket authority to file applications for Measure A grant funds from the Los Angeles County Regional Park and Open Space District.
CEQA: Not a Project
Recommended Action: Adopt
- d. Professional Services Agreement with Golden Meters Service Inc. for large water meter testing, repairs, and calibration services in an amount not to exceed \$34,145.
CEQA: Exempt
Recommended Action: Approve
- e. Contract with American Asphalt South, Inc. for the Fiscal Year 2023-24 Annual Slurry Seal Project in the amount of \$1,201,535.
CEQA: Exempt
Recommended Action: Approve
- f. Contract with GRBCON Incorporated for the Valve Replacement Project in the amount of \$146,255.
CEQA: Exempt
Recommended Action: Approve
- g. Contract with Yunex LLC (Yunex Traffic) for the Huntington Drive Traffic Signal Improvement Project in the amount of \$534,955, plus a 10% contingency.
CEQA: Exempt
Recommended Action: Approve
- h. Extension to the Contract with Crosstown Electrical & Data, Inc. for extraordinary traffic signal maintenance services in the amount of \$88,407.
CEQA: Not a Project
Recommended Action: Approve
- i. Extension to the Contract with Sheldon Mechanical Corporation for HVAC preventative maintenance and repair services at various City facilities in an amount not to exceed \$297,970.
CEQA: Not a Project
Recommended Action: Approve
- j. Reject all bids received for the Baldwin Avenue Streetscape Improvement Project and direct staff to re-bid the project.
CEQA: Not a Project
Recommended Action: Approve

Council Member Cheng requested Consent Calendar Item 10.j be pulled for separate discussion.

It was moved by Council Member Kwan, seconded by Council Member Wang, and carried on a roll call vote to approve Consent Calendar Items 10.a through 10.i.

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

In response to Council Member Cheng's inquiries, City Manager Lazzaretto provided a brief explanation of the changes made to the bid for the Baldwin Avenue Streetscape Improvement Project; he shared that the core components of the project will remain the same; and that the method in which the project is being completed allows the City to save money.

In response to Council Member Wang's inquiry, Assistant City Manager/Development Services Director Kruckeberg provided a breakdown of the budget for the project.

A motion was made by Council Member Cheng, seconded by Council Member Wang, and carried on a roll call vote to approve Consent Calendar Item 10.j.

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

11. ADJOURNMENT

The City Council adjourned at 8:12 p.m. to Tuesday, April 2, 2024, at 6:00 p.m. in the City Council Conference Room.



Linda Rodriguez
Assistant City Clerk

**ARCADIA CITY COUNCIL
SPECIAL MEETING MINUTES
SATURDAY, MARCH 23, 2024**

CALL TO ORDER – Mayor Verlato called the Special Meeting to order at 12:35 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

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

ABSENT: None

PUBLIC COMMENTS – No one appeared.

CLOSED SESSION


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

City Negotiators: City Manager Dominic Lazzaretto, Assistant City Manager/Development Services Director Jason Kruckeberg, Interim Administrative Services Director Henry Chen, and Interim Human Resources Director Anely Williams.

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

The Special Meeting ended at 5:43 p.m.

No reportable action was taken.



Linda Rodriguez
Assistant City Clerk



STAFF REPORT

Development Services Department

DATE: April 16, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7550 AUTHORIZING SUBMITTAL OF THE FISCAL YEAR 2023-24 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. 7550 authorizing the City Manager to submit claim forms for Fiscal Year 2023-24 TDA – Article 4 and State Transit Assistance (“STA”) funds, in a total amount of \$628,728. 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. 7550.

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 for each participating municipal transit operator.

Local Transportation Fund (“LTF”) revenue is derived from one-fourth of one percent (0.0025) 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 \$559,754 in LTF funds for Fiscal Year 2023-24 to operate Arcadia Transit.

The State Transit Assistance (“STA”) fund was approved in 1980 as a secondary source of revenue for public transit operations 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 using 50% population count and 50% operator revenues for the prior fiscal year. The City of Arcadia has been allocated \$68,974 in Fiscal Year 2023-24 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. 7550 authorizes the City Manager to submit claim forms for Fiscal Year 2023-24 TDA – Article 4 and STA funds, in a total amount of \$628,728. 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.

FISCAL IMPACT

The City of Arcadia will receive \$559,754 in TDA – Article 4 Funds-LTF and \$68,974 in STA Funds to operate Arcadia Transit in Fiscal Year 2023-24. These funds have been included in the budget estimates to operate Arcadia Transit successfully.

RECOMMENDATION

It is recommended that the City Council determine that the proposed action is not a project under CEQA; and adopt Resolution No. 7550 authorizing the submittal of the Fiscal Year 2023-24 Transportation Development Act – Article 4 Claim Forms to receive capital and operating funds for Arcadia Transit.

Resolution No. 7550 – FY 2023-24 TDA Article 4 Claim Forms
April 16, 2024
Page 3 of 3

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 7550
Attachment No. 2: FY 2023-24 TDA Article 4 Claim Forms

RESOLUTION NO. 7550

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AUTHORIZING SUBMITTAL OF THE FISCAL YEAR 2023-24 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 2023-24 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 16th day of April, 2024.

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: 2023-24

CLAIMANT: City of Arcadia DATE: April 16, 2024

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:** 2023-24

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. This requirement is suspended until July 1, 2026.
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.

***STA 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 Johnson TELEPHONE: (626) 574-5408

DATE: April 16, 2024 FISCAL YEAR: 2023-24 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 Allocation - Operations	<u>\$559,754</u>
	2. Amount placed in Capital Reserve from current year allocation (Complete Table 2)	\$ <u> </u>
	3. Total FY 2024 funding mark (1+2)	<u>\$559,754</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 Johnson TELEPHONE: (626) 574-5408

DATE: April 16, 2024 FISCAL YEAR: 2023-24 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>68,974</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)		
() CAC, Section 6731 (b)		
() CAC, Section 6731 (c)		
	3. SB1 STA Funds (Complete Table 2)	\$_____
	4. SB1 SGR Funds (Complete Table 2)	\$_____
	5. Total FY 2024 Fund Mark (1+2+3+4)	\$ <u>68,974</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)

MODE:

<i>SOURCE OF CAPITAL FUNDS:</i>	2022 Audited	2023 Estimated	2024 Planned
FEDERAL CAPITAL GRANTS			
FTA Sec. 5309 (Sec. 3)			
FAU Grants			
FTA Sec. 5307(Sec. 9)	0	0	2,504
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 - N/A			
STA from prior years reserve			
Other State - PTMISEA			
LOCAL CAPITAL GRANTS			
System Generated			
General Fund			
Prop. A Local Return	0	0	226
Prop. A Discretionary Carry Over			
Prop. C Discretionary			
Prop. C Local Return			
Prop. C 5% Security			
Measure R 15% Local Return			
Measure R Capital			
Prop 1B PTMISEA Bridge Funds			
Prop 1B Transit Security Bridge Funds			
Prop. C Other (Specify)			
Other Local (Specify): Measure M Local Return			400
TOTAL CAPITAL REVENUE	0	0	3,130
TOTAL CAPITAL EXPENSES	0	0	3,130

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

SOURCE OF OPERATING FUNDS:

2022 Audited	2023 Estimated	2024 Planned
-------------------------	---------------------------	-------------------------

FEDERAL CASH GRANTS AND REIMBURSEMENTS

FTA Sec. 5307 (Sec. 9) Operating: ARPA and CRRSAA	0	0	984
CMAQ (Operating)			

STATE CASH GRANTS AND REIMBURSEMENTS

TDA Current from unallocated	-	1,032	560
STA Current from unallocated	28	99	69
Other State (Specify)			

LOCAL CASH GRANTS AND REIMBURSEMENTS

Passenger Fares	7	7	7
Prop. A 40% Discretionary	241	224	241
BSIP	23	24	24
MOSIP	69	65	69
Prop. C 5% Security	7	4	8
Foothill Mitigation	12	15	17
Measure M 20% - Bus Operations	152	178	222
Measure R 20% - Bus Operations	153	178	222
Other Local (Specify): Prop. A 25% Local Return	800	372	364
Other Local (Specify): Measure R 15% Local Return	550	0	0
Other Local (Specify): Overcharge Reimbursement			
Other Local (Specify): Misc.	-7	0	0

TOTAL OPERATING REVENUES	2,036	2,447	3,030
TOTAL OPERATING EXPENSES	2,036	2,447	3,030



STAFF REPORT

Development Services Department

DATE: April 16, 2024

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Kevin Merrill, City Engineer

SUBJECT: RESOLUTIONS FOR THE QUITCLAIM/VACATION OF EASEMENTS FOR THE ALEXAN AZALEA MIXED-USE PROJECT

RESOLUTION NO. 7551 QUITCLAIMING A PUBLIC ACCESS EASEMENT FOR SEWER PURPOSES OVER THE PROPERTY AT 150 NORTH SANTA ANITA AVENUE AND FINDING NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED PURSUANT TO PUBLIC RESOURCES CODE SECTION 21166 AND STATE CEQA GUIDELINES SECTION 15162

CEQA: No Further Environmental Review is Required
Recommendation: Adopt

RESOLUTION NO. 7552 ORDERING THE VACATION OF A PUBLIC UTILITY EASEMENT THAT WAS PREVIOUSLY RETAINED IN THE VACATION OF THE EAST/WEST ALLEY WITHIN THE BLOCK BOUNDED BY SANTA ANITA AVENUE, SANTA CLARA STREET, FIRST AVENUE AND WHEELER AVENUE AND FINDING NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED PURSUANT TO PUBLIC RESOURCES CODE SECTION 21166 AND STATE CEQA GUIDELINES SECTION 15162

CEQA: No Further Environmental Review is Required
Recommendation: Adopt

SUMMARY

On July 19, 2022, the City Council approved the entitlements for the Alexan Arcadia Development, a mixed-use development at 150 North Santa Anita Avenue, which included the three easterly lots adjacent to 150 North Santa Anita, and an east/west public alley abutting the three lots. The three easterly lots had existing structures with utility services provided from the public alley. As part of the entitlement actions, the City Council vacated the alley, but retained a public utility easement to protect the utilities until they could be removed by the developer.

The Alexan Arcadia Development was conditioned to remove all public utilities from the easement area and relocate a sewer line that bisected the development property, to clear the property for development. The property at 150 North Santa Anita Avenue has a public access easement across the property for access to the sewer line in the East/West Alley from Wheeler Avenue. A new private sewer line was constructed in a different location, eliminating the need for the public access easement. The utility removals, relocations, and new sewer installation work have now been completed and approved by the City as well as relevant utility companies.

It is recommended that the City Council adopt Resolution No. 7551, quitclaiming (removing) the public access easement for sewer purposes over the property at 150 North Santa Anita Avenue; and adopt Resolution No. 7552, ordering the vacation of a public utility easement that was previously retained in the vacation of the east/west alley within the block bounded by Santa Anita Avenue, Santa Clara Street, First Avenue and Wheeler Avenue.

BACKGROUND

In the early 1970s, the property at 150 North Santa Anita Avenue was developed with the eight-story office building that exists today. The sewer service to the building was provided from a City sewer line in the east/west public alley segment, east of the property and through a private connection in a previously-vacated portion of the east/west alley across the 150 North Santa Anita Avenue private parking lot. In order to access the sewer line, the City obtained a north/south public access easement from Wheeler Avenue. The property owner granted the easement to the City on April 21, 1971, and it was recorded by the Los Angeles County Recorder's Office on October 6, 1971.

On July 19, 2022, the City Council approved Minor Use Permit No. MUP 21-08, Architectural Design Review No. ADR 21-12, and Tentative Parcel Map No. TPM 21-02, for the Alexan Arcadia Development, a mixed-use development at 150 North Santa Anita Avenue and surrounding properties (now known as Alexan Azalea). The Development encompasses the property at 150 North Santa Anita Avenue, the three lots to the east (30 East Santa Clara Street, 25 Wheeler Avenue, and 31 Wheeler Avenue) and an east/west public alley segment adjacent to the three easterly lots. As part of City Council's action, the public alley was vacated in order to incorporate it into the development. At the time of the vacation, the alley still housed public utility lines servicing structures on the three abutting easterly lots, and a public sewer line serving the buildings at 100 and 150 North Santa Anita Avenue. As part of the vacation, the City Council reserved a public utilities easement over the alley to protect the existing utilities.

DISCUSSION

After the entitlements were approved, the Developer (Alexan Apartments, LLC), worked with the utility companies to have them disconnect their service lines to the structures on

the three easterly properties and remove their lines and poles in the alley's easement area. Alexan Apartments, LLC also had a new sewer service line installed from the existing buildings at 100 and 150 North Santa Anita Avenue, connecting to an existing City sewer line on Wheeler Avenue and abandoned the old sewer line. The City inspected and approved the new private sewer line, and there is no longer a need for the public access easement. Resolution No. 7551 has been prepared for the City to quitclaim the access easement, thereby removing its right to reserve the land for public use.

The Developer further notified the City that all utilities have been removed from the utilities easement area and that the utility companies consent to the vacation of the public utilities easement. Resolution No. 7552 has been prepared for the vacation of the easement, which is in accordance with Chapter 4 of Part 3 of Division 9 of the Streets and Highways Code of the State of California (Streets and Highways Code Section 8334.5, et seq.).

The private property and the vacated alley are now cleared of public utilities and ready for development. These actions will clear the property of all remaining encumbrances and allow the developer to proceed. It is recommended that both Resolutions be approved.

ENVIRONMENTAL ANALYSIS

In accordance with CEQA, the City has determined that no further environmental review is required for the proposed access easement and public utilities easement vacation. No additional environmental review is needed because each vacation falls within the scope of the Alexan Arcadia Mixed-Use Development Project, evaluated in the certified EIR (SCH #2021070271), and none of the conditions in Public Resources Code Section 21166 and State CEQA Guidelines Section 15162 apply.

FISCAL IMPACT

There is no fiscal impact related to this action.

RECOMMENDATION

It is recommended that the City Council:

- a. Adopt Resolution No. 7551, quitclaiming the public access easement for sewer purposes over the property at 150 North Santa Anita Avenue, and finding no further environmental review is required pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Section 15162.
- b. Adopt Resolution No. 7552, ordering the vacation of a public utility easement that was previously retained in the vacation of the east/west alley within the block bounded by Santa Anita Avenue, Santa Clara Street, First Avenue and Wheeler

Resolution No. 7551 – Quitclaim Easement
Resolution No. 7552 – Public Utilities Easement Vacation
April 16, 2024
Page 4 of 4

Avenue, and finding no further environmental review is required pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Section 15162.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7551
Resolution No. 7552

RESOLUTION NO. 7551

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA QUITCLAIMING A PUBLIC ACCESS EASEMENT FOR SEWER PURPOSES OVER THE PROPERTY AT 150 NORTH SANTA ANITA AVENUE AND FINDING NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED PURSUANT TO PUBLIC RESOURCES CODE SECTION 21166 AND STATE CEQA GUIDELINES SECTION 15162

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

SECTION 1. The City Council finds as follows:

A. On April 21, 1971, the owner of the property located at 150 North Santa Anita Avenue, Union Realco, granted to the City of Arcadia a Public Access Easement for sewer purposes recorded October 6, 1971, Instrument Number 204, in Book D-5214, Page 876, Official Records of the County of Los Angeles, State of California, more particularly described in Exhibit "A" and "B".

B. On July 19, 2022, the City Council of the City of Arcadia certified the Environmental Impact Report ("EIR") (SCH #2021070271) and approved a Minor Use Permit MUP 21-08, Architectural Design Review No. ADR 21-12, and Tentative Parcel Map No. TPM 21-02 for the "Alexan Arcadia" Mixed Use Development located at 150 North Santa Anita Avenue.

C. As part of the "Alexan Arcadia" Development, the Developer was required to relocate the sewer line that serves the existing Office Building at 150 North Santa Anita Avenue. A new sewer line has now been installed in a new location to replace the old sewer line and the old sewer has now been abandoned.

D. The Public Access Easement herein described is no longer necessary and may be quitclaimed.

SECTION 2. In accordance with CEQA, the City has determined that no further environmental review is required for the Public Access Easement quitclaim because it falls within the scope of the Alexan Arcadia Mixed-Use Development Project evaluated in the certified EIR (SCH #2021070271) and none of the conditions in Public Resources Code section 21166 and State CEQA Guidelines section 15162 apply.

SECTION 3. As a result of the foregoing, the City Council finds from all evidence submitted that the Public Access Easement for sewer purposes recorded October 6, 1971, Instrument Number 204, in Book D-5214, Page 876, Official Records of the County of Los Angeles, State of California, more particularly described in Exhibit "A" and "B", is unnecessary for present or prospective public use and, therefore, the City Council hereby orders the Public Access Easement to be Quitclaimed.

SECTION 4. The City Clerk of the City of Arcadia shall certify to the adoption of this Resolution and shall cause a certified copy thereof to be recorded without acknowledgement, certificate of acknowledgement, or further proof in the Office of the County Recorder of Los Angeles County after the aforementioned conditions have been satisfied.

[SIGNATURES ON THE NEXT PAGE]


Passed, approved, and adopted this 16th day of April, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

ACCESS EASEMENT QUITCLAIM

That portion of Parcel 2 of Parcel Map No. 83499, in the City of Arcadia, County of Los Angeles, State of California, as per map recorded in Book 422, Pages 62 through 65, inclusive, of Parcel Maps, in the Office of the Recorder of said County, described as follows:

An easement of access over Lot 4 of Arcadia Santa Anita Tract as per map recorded in Book 15, Page 89 of Miscellaneous Records in the Office of the Recorder of said county and the vacated alley abutting said Lot 4 for the purpose of transporting vehicles, machinery and equipment to a sewer manhole located in said alley and to use said vehicles, machinery and equipment for cleaning the sewer connected to said manhole.

As written in deed recorded October 6, 1971 as Inst. No. 204 in Book D-5214, Page 876, of Official Records, in the office of said county recorder.

This legal description is delineated on the accompanying Exhibit "B", is made a part hereof for reference purposes, and is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

Prepared under the direction of



Daniel L. Rahe, PLS 9425

PSOMAS

March 21, 2024

Date



SCALE: 1" = 60'

SHEET 1 OF 1

EXHIBIT "B"

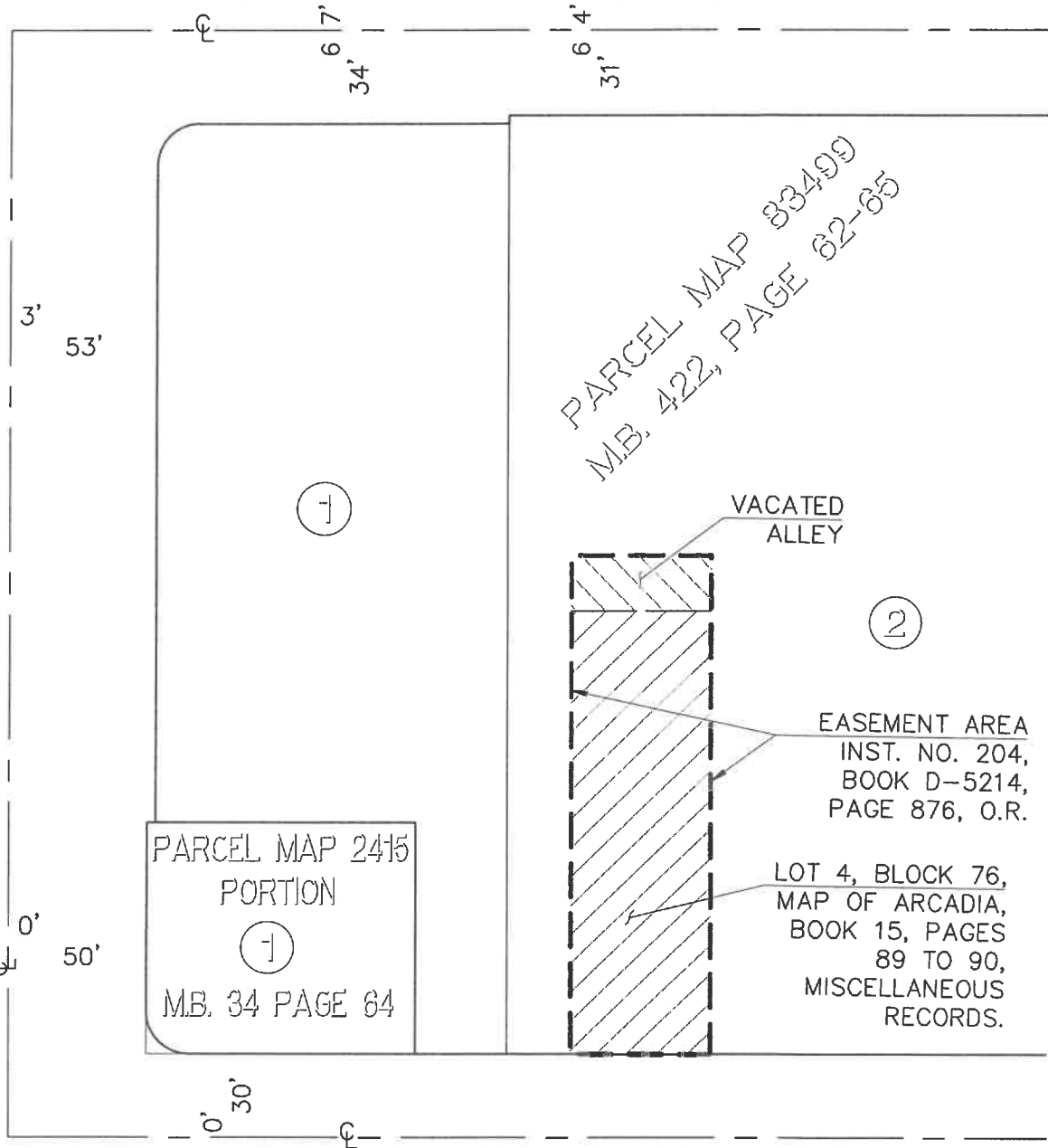
"ACCESS EASEMENT QUITCLAIM"
IN THE CITY OF ARCADIA
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



SANTA CLARA STREET

SANTA ANITA AVENUE

WHEELER AVENUE



PARCEL MAP 83499
M.B. 422, PAGE 62-65

PARCEL MAP 2415
PORTION
M.B. 34 PAGE 64

VACATED
ALLEY

EASEMENT AREA
INST. NO. 204,
BOOK D-5214,
PAGE 876, O.R.

LOT 4, BLOCK 76,
MAP OF ARCADIA,
BOOK 15, PAGES
89 TO 90,
MISCELLANEOUS
RECORDS.

C-BD01

PSOMAS

RESOLUTION NO. 7552

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA ORDERING THE VACATION OF A PUBLIC UTILITY EASEMENT THAT WAS PREVIOUSLY RETAINED IN THE VACATION OF THE EAST/WEST ALLEY WITHIN THE BLOCK BOUNDED BY SANTA ANITA AVENUE, SANTA CLARA STREET, FIRST AVENUE AND WHEELER AVENUE AND FINDING NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED PURSUANT TO PUBLIC RESOURCES CODE SECTION 21166 AND STATE CEQA GUIDELINES SECTION 15162

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

SECTION 1. The City Council finds as follows:

A. On July 19, 2022, the City Council of the City of Arcadia, acting as Lead Agency under CEQA, certified the Environmental Impact Report (“EIR”) (SCH #2021070271) and approved a Minor Use Permit MUP 21-08, Architectural Design Review No. ADR 21-12, and Tentative Parcel Map No. TPM 21-02 for the Alexan Arcadia Mixed Use Development located at 150 North Santa Anita Avenue.

B. As part of the Alexan Arcadia Mixed-use Development Project, an alley vacation was proposed for the east/west alley within the block bounded by Santa Anita Avenue, Santa Clara Street, First Avenue and Wheeler Avenue in the City of Arcadia, County of Los Angeles, State of California, more particularly shown in Exhibit “A” and “B” (“East/West Alley”).

C. On July 19, 2022, a Public Hearing was duly held in the Arcadia City Hall Council Chamber, at which time the City Council of the City of Arcadia (“City Council”) received all comments and evidence offered by persons interested in the proposed vacation of the East/West Alley.

D. As a result of the hearing, the City Council also found from all evidence

submitted that the East/West Alley was unnecessary for present or prospective public use and, therefore, adopted Resolution No. 7433 ordering the East/West Alley to be vacated.

E. As part of the vacation, the City Council found that pursuant to the Streets and Highways Code Section 8340 and 8341, the public convenience and necessity required the reservation and exception of a Public Utility Easement from the vacation.

F. Subsequent to the City Council's action, all utilities previously located in the public utility easement were relocated outside the easement, and the easement area is now clear of any utility conflicts. The City now wishes to vacate the Public Utility Easement from the East/West Alley.

SECTION 2. In accordance with CEQA, the City has determined that no further environmental review is required for the Public Utility Easement vacation from the East/West Alley because it falls within the scope of the Alexan Arcadia Mixed-Use Development Project evaluated in the certified EIR (SCH #2021070271) and none of the conditions in Public Resources Code section 21166 and State CEQA Guidelines section 15162 apply.

SECTION 3. As a result of the foregoing, the City Council finds from all evidence submitted that the Public Utility Easement retained in the previously vacated the East/West Alley, as described in Exhibit "A" and "B", is unnecessary for present or prospective public use and, therefore, the City Council hereby orders the Public Utility Easement to be vacated.

SECTION 4. The City Council does further find that the vacation of the Public Utility Easement is being made in accordance with Chapter 4 of Part 3 of Division 9 of

the Streets and Highways Code of the State of California (Streets and Highways Code Section 8334.5, et seq.)

SECTION 5. The City Clerk of the City of Arcadia shall certify to the adoption of this Resolution and shall cause a certified copy thereof to be recorded without acknowledgement, certificate of acknowledgement, or further proof in the Office of the County Recorder of Los Angeles County after the aforementioned conditions have been satisfied.

[SIGNATURES ON THE NEXT PAGE]


Passed, approved, and adopted this 16th day of April, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

EXHIBIT " A "

LEGAL DESCRIPTION

PUBLIC UTILITY EASEMENT VACATION

That portion of Parcel 2 of Parcel Map No. 83499, in the City of Arcadia, County of Los Angeles, State of California, as per map recorded in Book 422, Pages 62 through 65, inclusive, of Parcel Maps, in the Office of the Recorder of said County, described as follows:

A portion of that certain 20.00 foot wide alley situated in Block 76 of Map of Arcadia, in the City of Arcadia, County of Los Angeles, State of California, as per map recorded in Book 15, Pages 89 through 90, inclusive, of Miscellaneous Records, in the Office of the County Recorder of said County, described as follows:

Bounded westerly by the easterly line of Parcel 2, of Parcel Map No. 2415, in said city as per map recorded in book 34, Page 64, of Parcel Maps, in the office of said county recorder; bounded northerly by the southerly line of Lots 27 and 28, Block 76, of said Map of Arcadia; bounded southerly by the northerly line of Lots 7 and 8, of said Block 76; and bounded easterly by the easterly lines of said Lots 8 and 27 as produced to the centerline of said alley.

As written in deed recorded September 9, 2022 as Inst. No. 20220886740, Official Records, in the office of said county recorder.

This legal description is delineated on the accompanying Exhibit "B", is made a part hereof for reference purposes, and is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.



Prepared under the direction of

A handwritten signature in black ink, appearing to read "Daniel L. Rahe".

Daniel L. Rahe, PLS 9425

PSOMAS

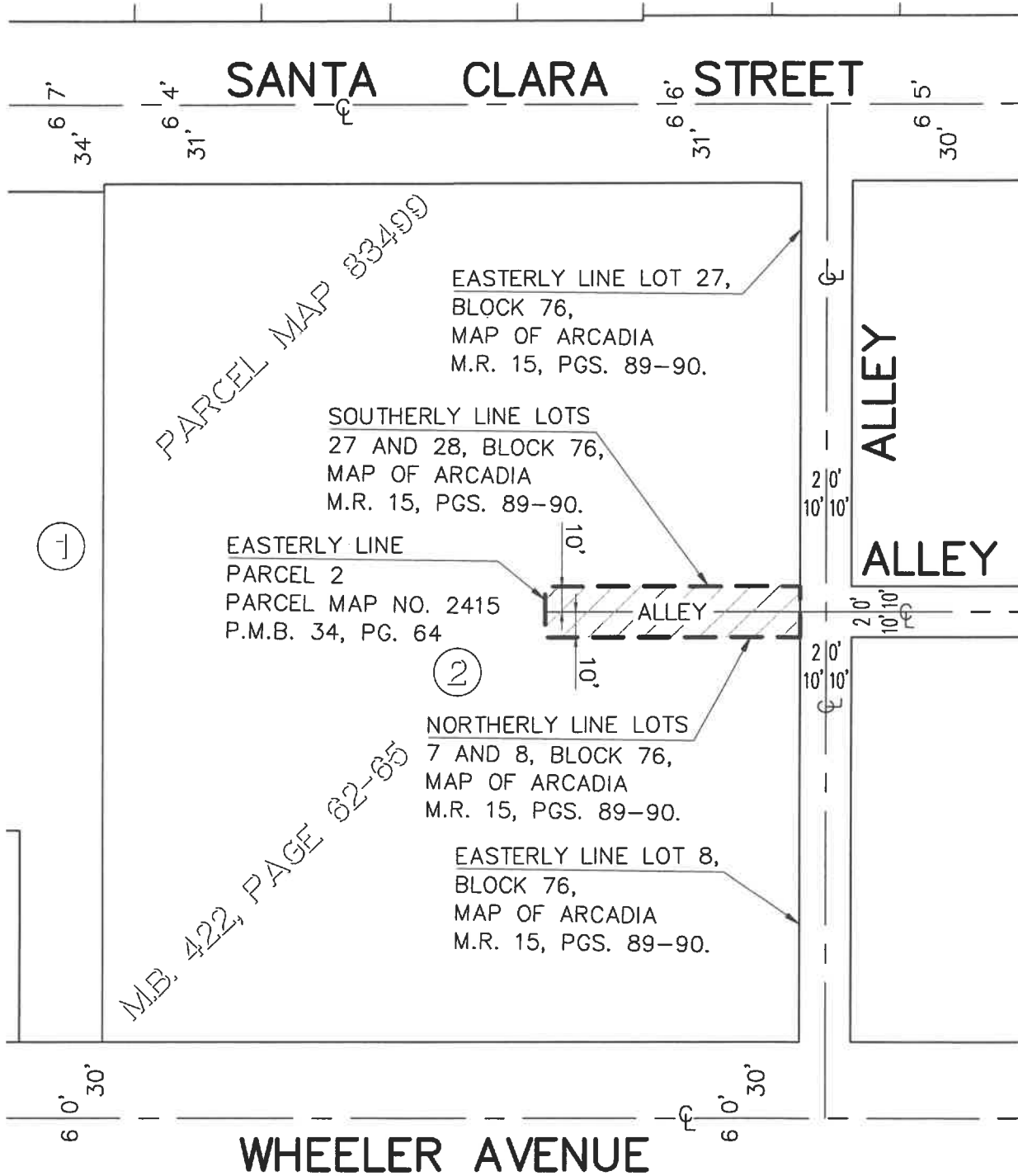
March 21, 2024 Date

SCALE: 1" = 60'

SHEET 1 OF 1

EXHIBIT "B"

"PUBLIC UTILITY EASEMENT VACATION"
IN THE CITY OF ARCADIA
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



C-8001

PSOMAS



STAFF REPORT

Development Services Department

DATE: April 16, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7548 ADOPTING UPDATED “VEHICLE MILES TRAVELED” THRESHOLDS OF SIGNIFICANCE FOR PURPOSES OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”)
CEQA: Exempt
Recommendation: Adopt

SUMMARY

In 2020, the City of Arcadia, with guidance from the San Gabriel Valley Council of Governments (“SGVCOG”), adopted new California Environmental Quality Act (“CEQA”) thresholds of significance for transportation impacts, due to changes in State law pursuant to Senate Bill 743 (“SB 743”). These changes modified how the City evaluates projects for transportation impacts for the purposes of CEQA. Specifically, the City is required to use Vehicle Miles Traveled (“VMT”) instead of Level of Service (“LOS”) as the metric to evaluate transportation impacts in CEQA documents.

This report describes the changes in VMT as they impact the City thresholds of significance, discusses the SGVCOG recommendations, and recommends modifying the CEQA transportation thresholds to remain compliant with State guidance and to better align with the City’s policies, goals, and objectives. It is recommended that the City Council find that the proposed update to the VMT Thresholds of Significance will not have a significant environmental impact and is exempt from CEQA pursuant to Section 15308 of the CEQA Guidelines; and adopt Resolution No. 7548 updating the VMT thresholds of significance for purposes of analyzing transportation impacts under CEQA.

BACKGROUND

In March 2020, the City entered into a Memorandum of Agreement with the SGVCOG to participate in the San Gabriel Valley Regional VMT Analysis Model. Arcadia is one of 26 SGVCOG member cities that opted into the SB 743 implementation process.

On June 16, 2020, the City Council approved Resolution No. 7312 adopting VMT significance thresholds for three different VMT metrics pursuant to guidance provided by the State’s Office of Planning and Research (“OPR”). The three primary thresholds and criteria are:

- Project Screening Criteria – Criteria for screening projects that do not have a regional impact.
- Baseline VMT Thresholds – Three VMT thresholds, home-based VMT (“VMT/capita”), employment generated VMT (“VMT/employee”), and the total VMT per service population (“VMT/SP”), from which to evaluate three types of development projects: residential, employment, and mixed-use/regional projects. Arcadia selected the thresholds from the COG Northwest Sub-region as the most reasonable for its baseline.
- VMT Significant Impact Thresholds – Significant impact thresholds were adopted for four categories, Land Use Plans, Land use Projects, Retail Projects, and Transportation Projects, as recommended by OPR.

Following adoption of VMT thresholds by the 26 SGV cities, a SGVCOG VMT Evaluation Tool was developed for the participating cities to use for assessing the potential VMT impacts of proposed projects. The tool is a computer program that operates by entering parcel-specific development parameters to assess the extent of a specific project’s VMT impact. The tool also provides a menu of mitigation measures intended to reduce the project’s impact to an acceptable level, and/or allows the user to select a combination of variables to achieve the desired level. Variables that can be entered include project features like affordable housing units, increasing housing and/or employment densities, improved bicycle, pedestrian, and transit accessibility, and traffic calming measures. Also included in the model are Transportation Demand Management strategies like incentives for alternative travel modes, ridesharing, bike-sharing, vanpools, transit subsidies, and alternative work schedules.

The current SGVCOG VMT Evaluation Tool is based on VMT outputs from the 2016 Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS”) trip-based model that was developed by the Southern California Association of Governments (“SCAG”), and it needs to be updated to be consistent with the 2020 model. As with every RTP update, the regional travel demand model is updated to reflect the latest population, employment, and traffic count information (socioeconomic data) from SCAG.

The SGVCOG participating cities were aware that the model would be changing from transportation-based to activity-based and had anticipated that the change may prompt cities to change the adopted baseline for their VMT significance thresholds. In particular, there were significant changes to “low VMT areas” or areas where, generally, there is a mix of uses and urban intensity that reduce vehicle trips or miles traveled as the trips

are “bundled” between uses. In short, projects in Low VMT areas generally require less environmental screening than other areas, so regularly updating the data will ensure that environmental reviews are conducted with the latest and most relevant information.

The proposed action acknowledges and plans for the following:

- Every four years the SCAG RTP/SCS will be updated prompting an update to the regional travel demand model.
- The City’s low VMT areas are based on the SCAG model.
- Low VMT areas under each of the three geographic baselines that Arcadia falls under (Arcadia, SGVCOG Northwest Sub-region, and entire SGVCOG Region) are likely to change when the SCAG model is updated; and
- The City intends to use the baselines that maximize the number of “low VMT” screening areas to set the most achievable bar for reaching a given threshold.

DISCUSSION

The purpose of this action is to consider reevaluation of the City’s three baseline VMT thresholds – VMT per capita, employment generated VMT, and the total VMT per service population – based on the results of periodic RTP/SCS model updates. As a reminder, the City can elect to use the baseline thresholds from either the local (Arcadia), subregional (SGVCOG Northwest Sub-region) or regional (entire SGVCOG) geographic areas. Upon each model update, the City will be able to change any or all the baseline VMT thresholds by selecting the highest threshold of the three geographic areas to best allow the City to maximize the number of “Low VMT” screening areas as mentioned above.

All three of Arcadia’s current baseline VMT thresholds are from the SGVCOG Northwest Sub-region. Pursuant to the OPR Guidance, cities can adopt the three baseline VMT thresholds from different geographic areas, but the employment based VMT thresholds should use either sub-regional or regional baselines. Based on the results from the 2020 RTP/SCS activity-based model, the following baseline VMT threshold changes are proposed:

- Home-based VMT (VMT/capita): No change from the previous designation of the SGVCOG Northwest Sub-region.
- Employment generated VMT (VMT/employee): Change from the previous designation of the SGVCOG Northwest Sub-region to the SGVCOG Region.
- Total VMT per service population (VMT/SP): Change from the previous designation of the SGVCOG Northwest Sub-region to the SGVCOG Region.

Upon future RTP/SCS model updates, the adoption of Resolution No. 7548 will allow for administrative changes to the three geographic baseline VMT thresholds as outlined above from the 2020 update. This will allow the City to select the highest geographic baseline thresholds to continue to maximize the number of “Low VMT” screening areas. This sets the most achievable bar for reaching a given threshold, allowing the City to review and approve projects that both align with the City’s General Plan and meet CEQA requirements in a timely manner.

ENVIRONMENTAL ANALYSIS

The adoption of new local CEQA thresholds of significance for transportation impacts and the adoption of new Local Transportation Assessment Guidelines will not have a significant environmental impact, and are exempt from CEQA pursuant to Section 15308 of Title 14 of the California Code of Regulations because the two actions are undertaken by the City for the protection of the environment. The revised CEQA thresholds will be compliant with SB 743 and will be used in a regulatory process (CEQA process) that involves procedures for the protection of the environment. Therefore, it is recommended that the project be found exempt from environmental review requirements of CEQA pursuant to Section 15308.

FISCAL IMPACT

There is no fiscal impact to the City as a result of this action.

RECOMMENDATION

It is recommended that the City Council find that the proposed update to the VMT Thresholds of Significance will not have a significant environmental impact and are exempt from CEQA pursuant to Section 15308; and adopt Resolution No. 7548 updating the “Vehicle Miles Traveled” thresholds of significance for purposes of analyzing transportation impacts under the California Environmental Quality Act (“CEQA”).

Approved:


Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7548

RESOLUTION NO. 7548

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA ADOPTING UPDATED "VEHICLE MILES TRAVELED" THRESHOLDS OF SIGNIFICANCE FOR PURPOSES OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

WHEREAS, the City of Arcadia ("City") has established Local Guidelines for implementing the California Environmental Quality Act for the City of Arcadia ("Local CEQA Guidelines"); and

WHEREAS, the California Environmental Quality Act Guidelines ("CEQA Guidelines") encourage public agencies to develop and publish generally applicable "thresholds of significance" to be used in determining the significance of a project's environmental effects; and

WHEREAS, CEQA Guidelines section 15064.7(a) defines a threshold of significance as "an identifiable quantitative, qualitative or performance level of a particular environmental effect, noncompliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant"; and

WHEREAS, CEQA Guidelines section 15064.7(b) requires that thresholds of significance must be adopted by ordinance, resolution, rule, or regulations, developed through a public review process, and be supported by substantial evidence; and

WHEREAS, pursuant to CEQA Guidelines section 15064.7(c), when adopting thresholds of significance, a public agency may consider thresholds of significance adopted or recommended by other public agencies provided that the decision of the agency is supported by substantial evidence; and

WHEREAS, Senate Bill 743, enacted in 2013 and codified in Public Resources Code section 21099, required changes to the CEQA Guidelines regarding the criteria for determining the significance of transportation impacts of projects; and

WHEREAS, in 2018, the Governor's Office of Planning and Research ("OPR") proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3 that identifies vehicle miles traveled ("VMT") – meaning the amount and distance of automobile travel attributable to a project – as the most appropriate metric to evaluate a project's transportation impacts; and

WHEREAS, as a result, automobile delay, as measured by "level of service" and other similar metrics, generally no longer constitutes a significant environmental effect under CEQA; and

WHEREAS, State CEQA Guidelines Section 15064.3 went into effect on July 1, 2020; and

WHEREAS, the City of Arcadia is one of 26 San Gabriel Valley Council of Governments ("SGVCOG") member cities that opted into the SGVCOG SB 743 Implementation process; and

WHEREAS, at the conclusion of the process, the SGVCOG VMT Evaluation Tool was developed for the SGVCOG region, including VMT screening establishing a baseline threshold; and

WHEREAS, the current SGVCOG VMT Evaluation Tool is based on VMT outputs from the 2016 Regional Transportation Plan/Sustainable Communities Strategies ("RTP/SCS") trip-based model and needs to be updated to be consistent with the 2020

RTP/SCS activity-based model. Additionally, changes in population, employment, and traffic counts have been updated in the 2020 RTP/SCS; and

WHEREAS, both updates have resulted in changes to the VMT threshold numbers and low VMT areas throughout the SGVCOG region; and

WHEREAS, the City will adopt VMT thresholds for each VMT type as based on the most current and available SGVCOG's Transportation Plan travel demand model, that sets the most achievable VMT target.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arcadia as follows:

SECTION 1. In its capacity as lead agency, the City has evaluated adopting the VMT thresholds to determine whether their adoption is subject to environmental review under Public Resources Code, section 21000 *et seq.*: "CEQA". The City Council hereby finds and determines that adopting the VMT thresholds is not a project within the meaning of Public Resources Code, section 21065 and State CEQA Guidelines, section 15378. Adoption of the VMT thresholds would not lead to a direct or a reasonably foreseeable indirect change in the physical environment. Adoption of the VMT thresholds is an administrative activity of the City. Specifically, the VMT thresholds provide guidance to property owners, project developers, applicants, and proponents for determining the significance of transportation impacts of land use and transportation projects under CEQA. The VMT thresholds do not approve any specific development and would not lead to any particular physical change to the environment. Thus, adopting the VMT thresholds is not a project under Public Resources Code, section 21065 and State CEQA Guidelines,

section 15378(b)(5). For these reasons, adopting the VMT thresholds is not subject to further environmental review under CEQA.

SECTION 2. Based upon substantial evidence set forth in the record of proceedings, the City of Arcadia hereby adopts VMT thresholds for each VMT type based on 15 percent below the baseline VMT, as based on the most current and available Southern California Association of Governments Regional Transportation Plan travel demand model, that sets the most achievable VMT target. The VMT per employee threshold for employment-generating projects shall be based on 15 percent below either the SGVCOG Northwest Sub-region or SGVCOG Region, whichever results in the largest numerical value. The VMT per capita thresholds for residential projects may be based on the City, SGVCOG Northwest Sub-region, or SGVCOG Region, whichever results in the largest numerical value. The VMT per service population thresholds for mixed-use projects may be based on the City, SGVCOG Northwest Sub-region, or SGVCOG Region, whichever results in the largest numerical value.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

SECTION 4. The documents and materials that constitute the record of proceedings on which these findings are based are located at City Hall for the City of Arcadia, located at 240 W. Huntington Dr., Arcadia, California. The City Clerk is the custodian of the record of proceedings.

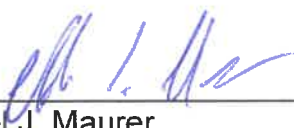
Passed, approved and adopted this 16th day of April, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Public Works Services Department

DATE: April 16, 2024

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Paul Cranmer, Public Works Services Director
By: Alana Johnson, Transportation Services Manager

SUBJECT: RESOLUTION NO. 7553 AMENDING THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET (PROJECT 41850823), AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR DESIGN AND CONSTRUCTION SERVICES FOR THE NEW COMPRESSED NATURAL GAS FACILITY AT THE PUBLIC WORKS SERVICES YARD IN THE AMOUNT OF \$1,130,000, OFFSET BY A REDUCTION IN FEDERAL SECTION 5307 AND PROPOSITION A FUNDS

CEQA: Exempt
Recommendation: Adopt

SUMMARY

At the September 19, 2023, City Council Meeting, the City Council approved a design-build contract with Clean Energy for design and construction services for a compressed natural gas (“CNG”) facility at the Public Works Services yard. The project was approved in the amount of \$2,843,487, plus a 10% contingency, totaling \$3,127,835.70. The project was previously budgeted in the City’s Fiscal Year 2022-23 Capital Improvement Program (“CIP”) with a total project cost of \$2,000,000. Although the City Council approved the project and its total overall cost at the September 19 meeting, in order to appropriate the additional funds needed for the project, a resolution must be adopted documenting this change. It is recommended that the City Council adopt Resolution No. 7553 amending the Fiscal Year 2022-23 Capital Improvement Program (“CIP”) budget (Project 41850823), authorizing a supplemental budget appropriation for design and construction services for the new CNG facility at the Public Works Services yard in the amount of \$1,130,000, offset by a reduction in Federal Section 5307 and Proposition A funds.

BACKGROUND

As part of the feasibility study that was conducted for this project in December 2021, a conceptual cost of \$2 million was projected. As a result of the details and cost estimate specified in the feasibility study, a U.S. Department of Transportation (“DOT”)/Federal

Transit Administration (“FTA”) grant was awarded to the City, and the project was budgeted in the City’s FY 2022-23 CIP. In May 2023, the City issued a Request for Proposal (“RFP”) for the project, ultimately receiving two proposals in return. Both cost proposals were more than \$1 million over the original grant award of \$2 million. After careful consideration, the evaluation panel unanimously determined that Clean Energy offer the better proposal and was more qualified of the two firms. Clean Energy presented a cost proposal of \$2,843,487.

Due to the high cost of the project and revisions to the original project scope, the City amended the original DOT/FTA grant award in order to use additional Section 5307 funds. The grant amendment received authorization from the Department of Labor (“DOL”) in September 2023. At the September 19, 2023, City Council meeting, the City Council approved and authorized the City Manager to execute a Design-Build contract with Clean Energy for the CNG fueling facility at the Public Works Services yard, in the amount of \$2,843,487, plus a 10% contingency, which brought the maximum cost of the project to \$3,127,835.70. As previously stated, due to the complexities and long lead times to amend a DOT/FTA grant award, and to meet the granting agency’s funding parameters, the City rounded up the total project cost to \$3,130,000 in the requested grant amendment.

The project was approved in its entirety at the September 19 meeting, and a contract has subsequently been developed between the City and Clean Energy. In order to be consistent with the City’s policy for supplemental budget appropriations, a resolution is needed to reflect the approval.

DISCUSSION

As described in the Staff Report for the September 19, 2023, City Council meeting, the City’s Federal Section 5307 fund would be the main funding source for the CNG project. Federal Section 5307 is a funding program used specifically to support transportation-related activities. In addition to using Section 5307 funds for the project, a 20% match of local funds is required. The City plans to use a combination of two transportation-related local return fund sources, Measure M and Proposition A, as the local match for the project. Like Section 5307 funds, these local funds are allocated to the City on an annual basis and are to be used for transit related activities. The City plans to use \$400,000 in Measure M funds and \$226,000 in Proposition A funds as the 20% local match required for project funding. These amounts have been budgeted and are programmed in the mentioned local return fund sources.

For the full analysis of the project, the September 19, 2023, Staff Report is included as Attachment No. 2.

ENVIRONMENTAL ANALYSIS

This project is categorically exempt per Section 15301 (Class 1 Existing Facilities) and Section 15303 (Class 3 New Construction or Conversion of Small Structures) of the California Environmental Quality Act (“CEQA”), as a minor alteration of an existing public facility involving no expansion of use, and the construction and location of a limited number of new, small facilities, including the CNG equipment compound, gas meterset assembly (“MSA”), electrical equipment, and fast-fill and time-fill dispensers.

FISCAL IMPACT

Funds in the amount of \$2,000,000 were budgeted in the City’s FY 2022-23 CIP for the CNG facility project (Project 41850823). In order to cover the total grant amount of \$3,130,000, a supplemental appropriation of \$1,130,000 is being requested from the City’s Federal Section 5307 and Proposition A funds; no General Fund monies will be used for this Project. The tables below show the original and proposed revised FY 2022-23 CIP budget for the project, including the appropriate account assignments.

Original FY 2022-23 CIP Budget for CNG Project		
Total Project Cost: \$2,000,000		
Fund Source	Amount	Fund/Division/Account
Federal Section 5307	\$1,600,000	154-4701-8508
Measure M	\$400,000	165-4190-8508

Proposed Revision to FY 2022-23 CIP Budget for CNG Project		
Total Project Cost: \$3,130,000		
Fund Source	Amount	Fund/Division/Account
Federal Section 5307	\$2,504,000	154-4701-8508
Measure M	\$400,000	165-4190-8508
Proposition A	\$226,000	155-4190-8508

RECOMMENDATION

It is recommended that the City Council determine that this project is categorically exempt per Section 15301 (Class 1 Existing Facilities) and Section 15303 (Class 3 New Construction or Conversion of Small Structures) of the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7553 amending the Fiscal Year 2022-23 Capital Improvement Program Budget (Project 41850823), authorizing a supplemental budget appropriation for design and construction services for the new compressed natural gas facility at the Public Works Services yard in the amount of \$1,130,000, offset by a reduction in Federal Section 5307 and Proposition A Funds.

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 7553
Attachment No. 2: Staff Report, September 19, 2023

RESOLUTION NO. 7553

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-23 CAPITAL IMPROVEMENT PROGRAM BUDGET (PROJECT 41850823), AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR DESIGN AND CONSTRUCTION SERVICES FOR THE NEW COMPRESSED NATURAL GAS FACILITY AT THE PUBLIC WORKS SERVICES YARD IN THE AMOUNT OF \$1,130,000, OFFSET BY A REDUCTION IN FEDERAL SECTION 5307 AND PROPOSITION A FUNDS

WHEREAS, on September 19, 2023, the City Council approved a design-build contract with Clean Energy for design and construction services for a compressed natural gas (“CNG”) facility at the Public Works Services yard in the amount of \$2,843,487, plus a 10% contingency, totaling \$3,127,835.70; and

WHEREAS, to be funded primarily using the City’s allocated Federal Section 5307 funds, the City received a Department of Transportation (“DOT”)/Federal Transit Administration (“FTA”) grant award to use a portion of its Federal Section 5307 allocation toward funding this project; and

WHEREAS, The City rounded up the total project cost to \$3,130,000 in the grant award due to the complexities and long lead times to amend a grant request, and to meet the granting agencies’ funding parameters.

WHEREAS, a new compressed natural gas fueling facility project was originally included in the Fiscal Year 2022-23 Capital Improvement Program (Project 41850823) in the amount of \$2,000,000; and

WHEREAS, the project requires an appropriation of additional funds in the amount of \$1,130,000; and

WHEREAS, funding is determined to be available in the City's allocated Federal Section 5307 fund balance in the amount of \$904,000 and Proposition A fund balance in the amount of \$226,000, for a total of \$1,130,000; and

WHEREAS, the City Manager has certified that there are sufficient funds available in the City's allocated Federal Section 5307 and Proposition A funds 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 one million, one hundred thirty thousand dollars, (\$1,130,000) is hereby appropriated, offset by a reduction in the Federal Section 5307 and Proposition A funds.

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


Passed, approved and adopted this 16th day of April, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Development Services Department

DATE: September 19, 2023

TO: Honorable Mayor and City Council

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

SUBJECT: DESIGN-BUILD CONTRACT WITH CLEAN ENERGY FOR DESIGN AND CONSTRUCTION SERVICES FOR A NEW COMPRESSED NATURAL GAS FACILITY AT THE PUBLIC WORKS SERVICES YARD IN THE AMOUNT OF \$2,843,487, PLUS A 10% CONTINGENCY
CEQA: Exempt
Recommendation: Approve

SUMMARY

The City is proposing to build a compressed natural gas (“CNG”) fueling station at the Public Works Services yard, located at 11800 Goldring Road. Currently, the City’s CNG vehicles are fueled at nearby public CNG fueling stations. A City-owned fueling station would benefit the City’s entire CNG vehicle fleet, which consists of Arcadia Transit and Public Works Services Department vehicles. In order to fund this project, in September 2022, a grant from the U.S. Department of Transportation (“DOT”)/Federal Transit Administration (“FTA”) was awarded to the City. The grant requires a local match, which can be accommodated through local Proposition A and Measure M funding.

In May 2023, a Request for Proposals (“RFP”) was issued soliciting bids for the design and construction of the City’s CNG fueling facility. Proposals were received by two (2) companies. It is recommended that the City Council determine that this project is categorically exempt per Section 15301 (Class 1 Existing Facilities) and Section 15303 (Class 3 New Construction or Conversion of Small Structures) of the California Environmental Quality Act (“CEQA”); and approve, and authorize the City Manager to execute a Design-Build contract with Clean Energy for a CNG fueling facility at the Public Works Services yard in the amount of \$2,843,487, plus a 10% contingency.

BACKGROUND

Whenever possible and economically advantageous, the City seeks to utilize alternative-fuel vehicles for its fleet. One of the more available and affordable alternative-fuel options is compressed natural gas (“CNG”). The City’s fleet currently includes 15 CNG-powered Public Works vehicles, and over time, there are plans to transition more of the existing

gasoline/diesel powered vehicles to CNG. Additionally, Arcadia Transit provides local transit service through fixed-route and demand response services, with a transit fleet of 18 vehicles, 10 of which are CNG-powered cutaway buses. Currently, the CNG vehicles are fueled at nearby public fueling stations. On average, the CNG transit vehicles and most Public Works vehicles require daily refueling. Due to available grant funding and needs from both the Development Services Department's Transportation Division and the Public Works Services Department, it was determined that establishing the City's own fueling station would be in the best interest of Arcadia.

Most of the funding for this project will be sourced from the City's Federal Urbanized Area Formula Funding Program, known as Section 5307. The City is a designated recipient of this fund, which makes federal resources available to urbanized areas specifically for transit capital, operating assistance, and transportation-related planning. The City is allocated a specific amount annually, which is accumulated over time and used towards larger transportation-related projects and resources. These funds have been primarily used to purchase the City's transit vehicles when replacement is needed. Since the proposed CNG fueling station project would directly benefit Arcadia Transit, it is considered an approved activity under Section 5307 fund requirements. Another grant requirement is a 20% match of local return transportation-related funds. The City plans to use two transportation-related local return fund sources, Measure M and Proposition A, as the local match funding source for the project.

On December 5, 2021, a feasibility study for the CNG fueling facility at the Public Works Services yard was prepared for the City by Stantec Consulting Services, Inc. (formerly Fuel Solutions, Inc.). The study included considerations such as fueling modes, performance and sizing, site considerations, cost of materials, and development costs. Stantec Consulting Services, Inc. provided an estimated conceptual cost of \$1.89 million for the project. Based on the specifics in the feasibility study, a DOT/FTA grant application was prepared that detailed elements from the study such as equipment items and quantities, and designated station locations on the site. Based on the estimated conceptual cost, a total amount of \$2 million was requested in the DOT/FTA grant application. On September 24, 2022, the City received a grant award from DOT/FTA for the CNG fueling facility in the amount of \$2 million.

DISCUSSION

A Request for Proposals ("RFP") was published in the City's adjudicated newspaper on May 15, May 22, and May 29, 2023. Additionally, the RFP package was sent to seven (7) companies known to provide these specific services. On June 7, 2023, two addenda were issued addressing questions and comments by potential bidders. It was requested by multiple potential bidders to extend the RFP submission deadline. This request was accommodated, and the deadline was extended from June 15, 2023, to June 26, 2023.

On June 26, 2023, the City Clerk's Office received two proposals, one by Clean Energy and one by Opal Fuels. An evaluation panel reviewed the proposals and conducted

interviews with each firm on July 6, 2023. The proposals and interviews were evaluated according to the established and stated criteria, including project technical requirements, qualifications of the company’s personnel, quality of the company’s proposed project management approach, and proposal cost. Both cost proposals were more than \$1 million over the awarded amount of the grant (\$2 million) as seen in the table below.

Company	Cost Proposal	Grant Award Amount	Amount Over Grant Award Amount
Clean Energy	\$3,050,190	\$2,000,000	\$1,050,190
Opal Fuels	\$3,683,395 (initial); Approximately \$3.1 million (revised)		\$1,683,395 (initial); Approximately \$1.1 million (revised)

Clean Energy determined that the needs of the City’s CNG fleet could still be met by eliminating one of the compressors from the project scope of work, so, unlike Opal Fuels, their proposal did not contain all the three compressors that were specified in the RFP. Opal Fuels was also given the opportunity to revise their proposal to eliminate one of the compressors, and they provided an estimated quote in the amount of \$3.1 million. Clearly, both quotes significantly exceeded the estimated cost from the feasibility study. This is largely due to the significant increase in cost of materials (i.e., supply chain issues and discontinued products) that occurred in the 18 months between the feasibility study and the bid submittals as well as incremental increases in prevailing wage rates.

After careful consideration, the evaluation panel unanimously determined that Clean Energy was the better option and more qualified of the two firms. Clean Energy presented a strong, experienced team for designing and constructing CNG fueling facilities. Additionally, the company also follows Build America, Buy America (“BABA”) Act regulations, which specifies the purchase of American-made goods for most project components. Following the BABA Act is requirement of the FTA, so in the event the grant were to be amended, the City is better positioned to potentially receive additional funding.

Due to the high cost of the project, the City worked with Clean Energy to determine if changes to the original project scope were feasible. During this process, it was determined that lowering the number of time-fill stations from 16 to four (4) while retaining the dual hose fast-fill dispensing station would further reduce project costs, while still meeting the needs of the City’s CNG fleet. As a result, the City requested an updated cost proposal reflecting the revised project scope. Clean Energy’s revised proposal was \$2,843,487, which is a difference of \$206,703 from their original cost proposal. It is important to note that Clean Energy’s original cost proposal had already reflected significant savings with the elimination of the third compressor.

Considering the modified scope and the inclusion a 10% contingency, the project cost is now \$3,127,835.70. The City’s Federal Section 5307 fund would be the main funding source for the CNG project. As mentioned prior, the Section 5307 fund program is specific to transportation-related activities and has been primarily used to purchase the City’s

transit vehicles when replacement is needed. The City is a designated recipient of this fund, receiving an average annual allocation of \$379,000. The City typically accumulates annual Section 5307 allocations over time to fully fund bus replacement purchases, which typically occurs every five years, or once a vehicle reaches 150,000 miles, whichever comes first. The City's current Section 5307 fund balance is \$3,730,529. The Development Services Department has analyzed the expected costs of future purchases using this fund and there will be adequate funding available over time (See Attachment No. 3).

In addition to using Section 5307 funds for the project, a 20% match of local funds is required. The City plans to use a combination of two transportation-related local return fund sources, Measure M and Proposition A, as the local match for the project. Like Section 5307 funds, these local fund sources are allocated to the City on an annual basis and are to be used for transit related activities. Measure M funds are used to fund a variety of transportation-related projects such as traffic, parking, bicycle, and pedestrian improvements, all of which are programmed through the City's Capital Improvement Program ("CIP"). A majority of Proposition A annual allocations is used to fund Arcadia Transit's operations each year. The CNG project is considered an eligible activity under both these funding sources. For Fiscal Year 2023-24, the City has been allocated Measure M local return funds in the amount of \$1,139,755 and \$1,616,553 in Proposition A funds. The City plans to use \$400,000 in Measure M funds and \$226,000 in Proposition A funds as the 20% local match required for the funding of the project. These amounts have been budgeted and are programmed in the mentioned local return fund sources.

With the changes in the project scope and the additional funding needed for the project, the City must amend the original DOT/FTA grant award. The City has submitted an amendment to the original grant award to the FTA, which has been approved and sent to the Department of Labor ("DOL") for final authorization. Should any changes occur in this process, City staff will return to the City Council with an updated plan for the funding of the project.

An anticipated cost separate from the DOT/FTA grant award is the inspection component of the project. The City will need to hire an inspector with CNG expertise as that expertise does not exist internally. This task was not detailed in the original DOT/FTA grant award because the funding need for this work was unknown. If included in the amendment, adding the task into the project scope would require additional FTA project requirements. For auditing purposes, the City will be managing this scope separately and plans to use additional Proposition A local funds towards CNG specialized inspection costs.

The design and construction components of the project will be managed by the Public Works Services Department, and the Development Services Department's Transportation Division will be responsible for the project's grant funding and reporting, in accordance with the FTA's requirements.

ENVIRONMENTAL ANALYSIS

This project is categorically exempt per Section 15301 (Class 1 Existing Facilities) and Section 15303 (Class 3 New Construction or Conversion of Small Structures) of the California Environmental Quality Act (“CEQA”), as a minor alteration of an existing public facility involving no expansion of use, and the construction and location of a limited number of new, small facilities, including the CNG equipment compound, gas meterset assembly (“MSA”), electrical equipment, and fast-fill and time-fill dispensers.

FISCAL IMPACT

The cost for the design and construction of the CNG facility is \$2,843,487, plus a 10% contingency, which would bring the total maximum cost to \$3,127,835.70. Due to the complexities and long lead times to amend the grant request, and to meet the granting agency’s funding parameters, the City has rounded up the total project cost to \$3,130,000 in the requested grant amendment. As discussed above, this project will be primarily funded using Section 5307 funds with a required 20% match in local funds. The local fund sources that will be used towards the project are Measure M and Proposition A. The table below shows the total combined amount of funds reflected in the grant amendment request and how they will be allocated to the identified funds.

Fund Source	Amount
Federal Section 5307 Grant	\$2,504,000 <ul style="list-style-type: none"> • \$1,600,000 from original award • \$904,000 additional requested in grant amendment
Local Match (Combination of Measure M and Proposition A local funds)	\$626,000 <ul style="list-style-type: none"> • \$400,000 (Measure M) from original award • \$226,000 (Proposition A) additional to be used as indicated in grant amendment

RECOMMENDATION

It is recommended that the City Council determine that this project is categorically exempt per Section 15301 (Class 1 Existing Facilities) and Section 15303 (Class 3 New Construction or Conversion of Small Structures) of the California Environmental Quality Act (“CEQA”); and approve, and authorize the City Manager to execute a Design-Build Contract with Clean Energy for Design and Construction Services for a new compressed natural gas facility at the Public Works Services Yard in the amount of \$2,843,487, plus a 10% contingency.

Approved:



Dominic Lazzaretto
City Manager

- Attachment No. 1: Proposed Design-Build Contract
- Attachment No. 2: Conceptual Design for CNG Fueling Station Project
- Attachment No. 3: Estimated Use of Section 5307 Funds



STAFF REPORT

Fire Department

DATE: April 16, 2024

TO: Honorable Mayor and City Council

FROM: Chen Suen, Fire Chief
By: Richard Oishi, Battalion Chief
Maria Lourdes Taylor, Sr. Management Analyst

SUBJECT: RESOLUTION NO. 7555 AMENDING THE FISCAL YEAR 2023-24 GENERAL FUND BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PURCHASE OF PARAMEDIC SUPPLIES IN THE AMOUNT OF \$25,000, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE; AND APPROVING A CHANGE ORDER TO THE PURCHASE ORDER WITH LIFE-ASSIST INC., INCREASING THE THRESHOLD LIMIT OF THE PURCHASE ORDER AMOUNT OVERALL

CEQA: Not a Project

Recommendation: Adopt and Approve

SUMMARY

The Arcadia Fire Department has been providing paramedic ambulance service to the Arcadia community since the early 1970s, with quality pre-hospital care for medical and trauma related emergency calls. An imperative function of providing this service is ensuring that the inventory of essential paramedic supplies is well stocked for emergency use. On September 6, 2022, the City Council approved a purchase order with Life-Assist Inc. ("Life-Assist") in the amount of \$80,000 for the purchase of paramedic field supplies. The Purchase Order term was for three years, with an option for two additional one-year extensions.

Since 2022, there has been an ongoing increase in both the emergency medical services ("EMS") call volume and the cost of purchasing paramedic supplies. Due to these increases, it has become necessary to adjust the Purchase Order's annual threshold limit, and to request additional budget in Fiscal Year 2023-24 to sufficiently fund the increased cost. It is recommended that the City Council adopt Resolution No. 7555 amending the Fiscal Year 2023-24 General Fund Budget and authorizing a supplemental budget appropriation for the purchase of paramedic supplies in the amount of \$25,000, offset by a reduction in the General Fund Reserve; and approving a Change Order to the Purchase Order with Life-Assist Inc., increasing the threshold limit of the Purchase Order overall.

BACKGROUND

From 2021 to 2023, the Fire Department's emergency calls for service have increased by 20% (from 5,167 to 6,179), with approximately 70% of calls being medical and trauma-related. Based on this increase in calls for service, it is vital that the Fire Department maintain an inventory of essential EMS supplies.

The Fire Department maintains an inventory of paramedic field supplies including medications, intravenous fluids, assorted needles, bandages, splints, tape, gloves, oxygen masks, EKG paper, electrodes, and other miscellaneous medical supplies. These items are used regularly during medical treatment of a patient and standard emergency operations. The Fire Department also maintains field supplies to mitigate larger-scale incidents in the event of a disaster. Traditionally, paramedic field supplies utilized by the Fire Department are re-stocked using multiple private suppliers. Given their ability to deliver a large and varied supply of EMS products since the 1970s, Life-Assist has become the Department's largest supplier of medical supplies. In FY 2022-23, the City Council approved a purchase order with Life-Assist for three years, with an option to renew for two additional, one-year contract extensions, up through FY 2026-27.

For the past two years, the notable increases in both call volume for EMS and the use of paramedic supplies have caused the Fire Department to seek the City Council's approval to increase Life-Assist's Purchase Order limit and request additional funding for the year's paramedic supply purchases. For reference, there have been a 42% increase in intravenous procedures, 30% increase in Oxygen procedures, and 28% increase in cardiac arrest supplies in the past year alone.

Additionally, there have also been multiple national backorders of commonly ordered medications for the past three years. These backorders have forced the Department to order similar medications at much higher prices. For instance, the Department has experienced backorders of critical lifesaving medications such as epinephrine, sodium bicarbonate, calcium chloride, dextrose 10, and normal saline. Moreover, recent changes in EMS equipment requirements mandated by the Los Angeles County Department of Health Services (DHS) have necessitated having more EMS supplies on-hand. Finally, with last month's addition of the City's Basic Life Support (BLS) Ambulance, the Fire Department will respond to even more EMS calls, requiring a purchase of proportionally more EMS supplies.

DISCUSSION

To meet the increased demand, it is necessary to amend the current Purchase Order for Life-Assist by \$25,000, increasing from \$80,000 to \$105,000, or by 31%. To fund this much-needed expense, an additional budget appropriation is being requested for FY 2023-24.

To realistically plan for a sustained demand of rising EMS calls and cost of paramedic supplies, it is requested that Life-Assist’s annual Purchase Order be increased by 10% per year, for the remainder of the term. The table below summarizes the proposed increases to Life-Assist’s Purchase Order by year:

Fiscal Year	Current PO Amount	Proposed PO Amount	Annual Increase
2023-24	\$ 80,000	\$ 105,000	32%
2024-25	\$ 105,000	\$ 115,500	10%
2025-26*	\$ 115,500	\$ 127,050	10%
2026-27*	\$ 127,050	\$ 139,755	10%

Note: Amended Purchase Order amounts shown for FY2025-26 and FY2026-27 will only be effectuated if the City of Pasadena, Arcadia’s contract piggyback, elects to pursue its optional one-year extensions.

Because paramedic supplies are essential to have on hand for medical calls, there is no option to avoid these costs. While the City could choose to purchase supplies from other vendors, Life-Assist was awarded the original Purchase Order because they demonstrated that their pricing was superior to other suppliers and that they had a greater ability to deliver on a timely basis. Therefore, it is recommended that the City Council approve the proposed modifications.

ENVIRONMENTAL IMPACT

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.

FISCAL IMPACT

To properly reflect the historical increases in both EMS calls and the cost of paramedic supplies for the past several years, Life-Assist’s original Purchase Order amount of \$80,000 is proposed to be increased by \$25,000, or 31% during FY 2023-24, with 10% annual increases for the remaining year of the agreement, and the two optional one-year extensions.

To cover the additional funding for Life-Assist’s Purchase Order increase in FY 2023-24, an additional appropriation of \$25,000 is being requested from the General Fund Reserve. Sufficient funds to accommodate the future Purchase Order increases will be proposed as part of the Department’s annual budget. A substantial percentage of the costs incurred with paramedic supplies are reimbursed through billings to insurance companies and patients; therefore, the net cost to the City will be much lower than the total costs shown above.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7555 amending the Fiscal Year 2023-24 General Fund Budget, authorizing a supplemental budget appropriation for the purchase of paramedic supplies in the amount of \$25,000, offset by a reduction in the General Fund Reserve; and approving a Change Order to the Purchase Order with Life-Assist Inc., increasing the threshold limit of the Purchase Order amount overall.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7555

RESOLUTION NO. 7555

RESOLUTION NO. 7555 AMENDING THE FISCAL YEAR 2023-24 GENERAL FUND BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PURCHASE OF PARAMEDIC SUPPLIES IN THE AMOUNT OF \$25,000, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE; AND APPROVING A CHANGE ORDER TO THE PURCHASE ORDER WITH LIFE-ASSIST INC., INCREASING THE THRESHOLD LIMIT OF THE PURCHASE ORDER AMOUNT OVERALL

WHEREAS, Life-Assist Inc. is the present vendor who provides paramedic supplies to the Fire Department, with a current Purchase Order amount of \$80,000; and

WHEREAS, Life-Assist Inc.'s Purchase Order contract term was for three years, with an option to extend for an additional two one-year extensions or up to five years of purchase order contract term (FY 2022-23 through FY 2026-27). This is the second year of its five-year Purchase Order contract term; and

WHEREAS, for several years since the issuance of Life-Assist Inc.'s current Purchase Order, the Fire Department continues to incur additional unforeseen expenditures in purchasing paramedic supplies with Life-Assist Inc. primarily due to the steady increases in medical and trauma-related call volume, paramedic supplies costs, and in the purchase of paramedic supplies; and

WHEREAS, in March 2024, with the City of Arcadia's recently added Basic Life Support (BLS) ambulance vehicle, it is reasonable to conclude that the Fire Department will continue to respond to more EMS calls, requiring the need to purchase more EMS supplies for the Fire Department's use; and

WHEREAS, critical to the paramedic services that the Fire Department provides to the public, is to ensure that the inventory of essential paramedic supplies is readily stocked for emergency and immediate use; and

WHEREAS, during Fiscal Year 2023-24, the Fire Department incurred additional unforeseen expenditures to Life-Assist Inc.'s Purchase Order due to the continued increases in medical call volume, costs of paramedic field supplies, and the use and purchase of additional EMS field supplies; and

WHEREAS, a change order to increase Life-Assist's current Purchase Order amount of \$80,000 by \$25,000 has become necessary; and

WHEREAS, to ensure that there is sufficient funding to cover the additional incurred expenses of \$25,000 that was not budgeted during Fiscal Year 2023-24, a supplemental budget appropriation to purchase paramedic field supplies from Life-Assist Inc. is being proposed, bringing Life-Assist Inc.'s Purchase Order total to \$105,000; and

WHEREAS, to properly reflect the historical increases in EMS calls, costs in paramedic supplies, and the use and purchase of these items for the past several years, it has also become requisite to amend Life-Assist Inc.'s current Purchase Order's threshold limit for the subsequent Fiscal Years: \$115,500 for FY 2024-25, \$127,050 for FY 2025-26, and \$139,755 for FY 2026-27. For each Fiscal Year, sufficient funding will be included as part of the City of Arcadia's Annual Budget Adoption; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the General Fund Reserve 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 Twenty-Five Thousand Dollars (\$25,000) is hereby appropriated in the Fire Department, offset with an equal reduction in the General Fund Reserve for FY 2023-24.

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


Passed, approved and adopted this 16th day of April, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Fire Department

DATE: April 16, 2024

TO: Honorable Mayor and City Council

FROM: Chen Suen, Fire Chief
By: Tom Devlin, Battalion Chief

SUBJECT: RESOLUTION NO. 7556 AMENDING THE FISCAL YEAR 2023-24 GENERAL FUND BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR FIRE APPARATUS AND SERVICE REPAIRS IN THE AMOUNT OF \$100,000, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE; AND APPROVING A CHANGE ORDER TO THE PURCHASE ORDER WITH PERFORMANCE TRUCK REPAIR INC. IN THE AMOUNT OF \$100,000

CEQA: Not a Project

Recommendation: Adopt and Approve

SUMMARY

On August 17, 2021, the City Council approved a three-year purchase order with Performance Truck Repair Inc., with the option to renew for two additional, one-year extensions through September 2024, for fire apparatus service and repairs. The current Fiscal Year 2023-24 purchase order with Performance Truck Repair Inc. is in the amount of \$155,000.

During Fiscal Year 2023-24, the Fire Department incurred additional unforeseen expenditures for fire apparatus service repairs. The unforeseen expenditures are primarily due to staffing shortages in the Public Works Services Department/Fleet Division but are also related to multiple mechanical failures of the 1995 Reserve Ladder Truck. The unanticipated costs associated with this work will require a change order with Performance Truck Repair Inc., to increase the amount of the current purchase order by 65% or an additional \$100,000, for a total purchase order amount of \$255,000.

It is recommended that the City Council adopt Resolution No. 7556 amending the Fiscal Year 2023-24 General Fund Budget and authorizing a supplemental budget appropriation for fire apparatus and service repairs in the amount of \$100,000, offset by a reduction in the General Fund Reserve; and approve a change order to the purchase order with Performance Truck Repair Inc. in the amount of \$100,000.

DISCUSSION

The Fire Department is responsible for administering the service and repair of its fire apparatus and vehicles that are outside the expertise and resources of the Public Works Services Department/Fleet Division. This has been accomplished by outsourcing this work through a third-party vendor, Performance Truck Repair Inc. For Fiscal Year 2023-24, Performance Truck Repair Inc. has a purchase order in the amount of \$155,000.

During this Fiscal Year, Performance Truck Repair Inc. has been utilized more than usual for the unplanned service and repair of fire suppression vehicles, partially due to the shortage of Fleet personnel in the Public Works Services Department, but mostly due to the nature of needed repairs. Most notably, Fire Reserve Truck (T705), a 1995 aerial ladder truck, has had multiple mechanical failures due to its age and consistent use over the years. The replacement of this unit is being proposed as part of the upcoming Fiscal Year 2024-25 Citywide Vehicle Replacement Program; however, a 40-month build time is expected. In the meantime, the best course of action is to prepare for extraordinary repair work, which will require an increase in Performance Truck Repair Inc.'s current purchase order.

To sufficiently cover additional and unanticipated expenses to the ladder truck and for the remainder of the Fire Department's heavy apparatus vehicles, it is necessary to increase Performance Truck Repair Inc. purchase order amount of \$155,000 by \$100,000 (or 65%), for a total purchase order amount of \$255,000.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The current Purchase Order amount for Performance Truck Repair Inc. is \$155,000. A supplemental budget appropriation in the amount of \$100,00 is being requested from the General Fund Reserve to cover this cost increase. This additional funding will help cover unforeseen maintenance, service, and repairs to the 1995 Fire Reserve Ladder Truck and to other fire vehicles that might need similar outsourcing services.

RECOMMENDATION

It is recommended that the City Council find that the proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7556 amending the Fiscal Year 2023-24 General Fund Budget, authorizing a supplemental budget appropriation for fire apparatus and service repairs in the amount

Resolution No. 7556 Approve Purchase Order and Change Order
with Performance Truck Repair Inc.

April 16, 2024

Page 3 of 3

of \$100,000, offset by a reduction in the General Fund Reserve; and approve a Change Order to the Purchase Order with Performance Truck Repair Inc. in the amount of \$100,000.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7556

RESOLUTION NO. 7556

RESOLUTION NO. 7556 AMENDING THE FISCAL YEAR 2023-24 GENERAL FUND BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR FIRE APPARATUS AND SERVICE REPAIRS IN THE AMOUNT OF \$100,000, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE

WHEREAS, during Fiscal Year 2023-24, the Fire Department incurred additional unforeseen expenditures necessitating an increase to Performance Truck Repair Inc.'s Purchase Order; and

WHEREAS, Performance Truck Repair Inc. is the present vendor who performs fire apparatus service and repairs that are outside the scope and expertise of the Public Works Services/Fleet Department, with a current purchase order amount of \$100,000; and

WHEREAS, during Fiscal Year 2023-24, one of the primary reasons that the Fire Department incurred additional expenditures was due to the staffing shortage experienced by the Public Works Services/Fleet Department causing the Fire Department to utilize Performance Truck Repair Inc.'s service more than usual for the unplanned service and repair of fire suppression vehicles; and

WHEREAS, during Fiscal Year 2023-24, the other reason for incurring the additional unforeseen expenditures against Performance Truck Repair Inc.'s current Purchase Order, is due to the 1995 Reserve Ladder Truck's multiple mechanical failures arising from its age and consistent use over the years and thus, it had undergone repairs outside of the vehicle's normally scheduled service; and

WHEREAS, to ensure that there is sufficient funding to cover the additional incurred expenses of \$100,000 that was not budgeted during Fiscal Year 2023-24, a

supplemental budget appropriation for fire apparatus and service repairs is necessary to fund this additional cost increase to Performance Truck Repair Inc.'s current Purchase Order amount of \$155,000; and

WHEREAS, during Fiscal Year 2023-24, the supplemental budget appropriation to Performance Truck Repair Inc.'s Purchase Order will result in a total purchase order amount of \$255,000; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the General Fund Reserve 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 One Hundred Thousand Dollars (\$100,000) is hereby appropriated in the Fire Department, offset with an equal reduction in the General Fund Reserve.

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

[SIGNATURES ON THE NEXT PAGE]

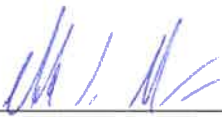
Passed, approved and adopted this 16th day of April, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Office of the City Manager

DATE: April 16, 2024

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
By: Justine Bruno, Deputy City Manager

SUBJECT: RESOLUTION NO. 7559 AMENDING RESOLUTION NO. 7383 ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR CITY COUNCIL, EXECUTIVE MANAGEMENT, MANAGEMENT, AND UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR JULY 1, 2021, THROUGH JUNE 30, 2024 (CITY CLERK)
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

Under the Arcadia City Charter, the position of Elected City Clerk shall be eliminated upon the conclusion of service by the current elected City Clerk. Gene Glasco has served as Arcadia's elected City Clerk for the past 12 years and has announced his retirement from elected office, effective April 17, 2024. To fulfill the requirements of the Arcadia City Charter, an appointed City Clerk position is being proposed for City Council approval. This would be accomplished by reclassifying existing employees and would not require a new hire. It is recommended that the City Council adopt Resolution No. 7559 amending Resolution No. 7383, establishing compensation and related benefits for City Council, Executive Management, Management, and Unrepresented Confidential Employees for July 1, 2021, through June 30, 2024 (City Clerk).

BACKGROUND

On November 8, 2022, the City of Arcadia held its General Municipal Election where voters approved ballot Measure CA, amendments to various sections of the Arcadia City Charter. One facet of Measure CA eliminated the elected City Clerk position upon the expiration of the current term, or if a vacancy in the position occurred, whichever was sooner.

Gene Glasco has served as Arcadia's elected City Clerk for the past 12 years and his current term extends until November 2024. Due to extenuating circumstances, City Clerk Glasco has announced his retirement from elected office, effective April 17, 2024. Under the Arcadia City Charter, the City Manager shall appoint a City Clerk to perform the powers and duties provided under the Charter.

Due to changes to the role of the City Clerk over time, the position has become largely ceremonial in Arcadia, with most of the traditional City Clerk duties already being performed by professional staff in the City Manager's Office. Statutorily, Arcadia is required to maintain and appoint a City Clerk position with certain prescribed powers and duties. As specified in Arcadia City Charter, *Section 501. City Clerk Powers and Duties*, the City Clerk position is tasked with the following:

- Attend all meetings of the Council and be responsible for the recording and maintaining of a full and true record of all of the proceedings of the Council.
- Maintain separate files, in which shall be recorded respectively all ordinances and resolutions, with the certificate of the Clerk annexed to each document stating that said document is the original or a correct copy, and with respect to an ordinance, stating that said ordinance has been published or posted in accordance with this Charter; all of said files shall be properly indexed and open to public inspection when not in actual use.
- Maintain separate files, in which a record shall be made of all written contracts and official bonds.
- Be the custodian of the seal of the City.
- Administer oaths or affirmations, take affidavits and depositions pertaining to the affairs and business of the City and certify copies of official records.
- Be the City Assessor if the Council so requires.
- Sign all checks, except payroll checks.
- Conduct all City elections.
- Perform such other duties as may be prescribed by the Council or City Manager.

Currently, many of these duties are handled administratively, but the remaining duties have been carried out by the elected City Clerk. With the elimination of the elected role, it is necessary to create a Classification Specification for the City Clerk position to include all required duties.

DISCUSSION

The appointed City Clerk position includes the duties and powers specified under the Arcadia City Charter as well as responsibilities that are already being performed by the City Clerk's Office. Some of these existing responsibilities include overseeing and managing the Electronic Document Management System, Public Records Act requests, the City's Municipal Code, City Boards and Commissions, public notices, bid openings, citizen petitions, referendums, and recalls, and serving as the Filing Officer for the Fair Political Practices Commission. With respect to the proposed duties, a salary survey of surrounding cities was conducted to determine the market rate for an appointed City

Clerk. The attached classification specification identifies the requirements of the new position.

The creation of the City Clerk position has a net neutral impact on the City's number of full-time equivalent positions, as this action will eliminate one Assistant City Clerk FTE (1.0) and create one City Clerk FTE (1.0). Based on the proposed requirements and qualifications of Arcadia's City Clerk, the position will be placed at Salary Range 73M, which starts at \$7,915/month. The creation of the City Clerk position will have a nominal impact on the City's Fiscal Year 2023-24 Adopted Budget and requires no additional funding. Although this new position was authorized under the Arcadia City Charter, CalPERS requires changes to the salary schedule to be adopted publicly through resolution.

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.

FISCAL IMPACT

Based on the compensation study undertaken by the Human Resources Department, it is recommended that the salary range for the City Clerk position be set at Salary Range 73M (\$7,915 to \$9,887/month), approximately 28% higher than the Assistant City Clerk position. Staff surveyed comparative municipalities and determined that for the proposed job duties, 73M is a reasonable and competitive rate for the City Clerk position.

It is expected that existing staff will promote into the new City Clerk position, which results in an opportunity to advance to the lowest step in the new salary range, providing no less than a 5% increase in compensation. The City Manager's Office budget has sufficient funds allocated to absorb this change in Fiscal Year 2023-24.

RECOMMENDATION

It is recommended that the City Council find that the proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7559 amending Resolution No. 7383 establishing compensation and related benefits for City Council, Executive Management, Management, and Unrepresented Confidential Employees for July 1, 2021, through June 30, 2024 (City Clerk).

Attachments: Resolution No. 7559
Resolution No. 7383 (Fringe Benefit Resolution Attached)

RESOLUTION NO. 7559

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING RESOLUTION NO. 7383 ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR CITY COUNCIL, EXECUTIVE MANAGEMENT, MANAGEMENT AND UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR JULY 1, 2021, THROUGH JUNE 30, 2024 (CITY CLERK)

WHEREAS, City Council Resolution No. 7383 approved various fringe benefits and related compensation for officials, officers, and management of the City; and

WHEREAS, Section 38 of Resolution No. 7383 provides for amendment and modification by City Council approved resolutions that direct inclusion of any changes as part of said Resolution; and

WHEREAS, salaries and benefits for City Council, Executive Management, Management and Unrepresented Confidential Employees are adjusted by resolution, which adjustments are then reflected in the City's salary schedule.

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

SECTION 1. Effective upon the beginning of the pay period following adoption of this Resolution, the Executive Management, Management, and Unrepresented Confidential Employee Monthly Salary Schedule is amended by adding the position of City Clerk in Salary Range No. 73M as set forth in Exhibit "A" attached hereto.

SECTION 2. The City Council hereby approves the changes to Resolution No. 7383 as set forth in the City of Arcadia Fringe Benefits Resolution as attached hereto, effective as of July 1, 2021, through June 30, 2024.

SECTION 3. This Resolution shall become effective upon its adoption.

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


Passed, approved, and adopted this 16th day of April, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2023 - JUNE 30, 2024
MANAGEMENT - 4.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
58M	Management Aide	\$ 5,465	\$ 5,604	\$ 5,743	\$ 5,886	\$ 6,035	\$ 6,183	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826
59M	Buyer	\$ 5,604	\$ 5,743	\$ 5,886	\$ 6,035	\$ 6,183	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997
60M		\$ 5,743	\$ 5,886	\$ 6,035	\$ 6,183	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171
61M		\$ 5,886	\$ 6,035	\$ 6,183	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353
62M		\$ 6,035	\$ 6,183	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535
63M	Accountant Recreation Supervisor	\$ 6,183	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723
64M	Purchasing Officer	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915
65M		\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114
66M		\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317
67M	Human Resources Analyst	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526
68M	Crime Analyst/Investigative Support Specialist Management Analyst	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740
69M	Senior Accountant	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956
70M		\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181
71M		\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413
72M	Environmental Services Manager Communication and Engagement Officer Police Records Manager Senior Human Resources Analyst Senior Management Analyst Transportation Services Manager	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646
73M	City Clerk	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887
74M		\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135
75M	Accounting Supervisor	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388
76M		\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649
77M	Project Manager	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914
78M	Assistant to the City Manager Assistant Director of Recreation and Community Services General Services Superintendent Library Services Manager Planning Services Manager Streets Superintendent Utilities Superintendent	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186
79M	Information Technology Manager	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467
80M	Fire Marshal	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2023 - JUNE 30, 2024
MANAGEMENT - 4.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
81M		\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048
82M	Economic Development Manager	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348
83M	Principal Civil Engineer	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659
84M		\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974
85M		\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300
86M	Building Official City Engineer Financial Services Manager/Treasurer Human Resources Administrator	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630
87M	Deputy City Manager Deputy Public Works Services Director	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969
88M		\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317
89M	Deputy Development Services Director	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678
90M		\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044
91M		\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044	\$ 15,421

Revised Effective Dates:

12/20/2022: Deputy Development Services Director
06/20/2023: Added new Communication and Engagement Officer
10/17/2023: Added new Project Manager
01/16/2024: Building Official, City Engineer, Principal Civil Engineer
04/16/2024: Added new appointed City Clerk

RESOLUTION NO. 7383

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, ESTABLISHING COMPENSATION AND RELATED BENEFITS FOR CITY COUNCIL, EXECUTIVE MANAGEMENT, MANAGEMENT, AND UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR JULY 1, 2021, THROUGH JUNE 30, 2024

WHEREAS, City Council Resolution 7210 sets forth various fringe benefits and related compensation for officials, officers, and management of the City; and

WHEREAS, Section 38 of Resolution No. 7210 provides for amendment and modification by City Council approved resolutions that direct inclusion of any changes as part of said Resolution; and

WHEREAS, salaries and benefits for City Council, Executive Management, Management, and Unrepresented Confidential Employees that are adjusted by resolution are then reflected on the City's salary schedule.

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

SECTION 1. The City Council hereby approves the changes to Resolution No. 7210 as set forth in The City of Arcadia Fringe Benefits Resolution as attached hereto, effective as of July 1, 2021, through June 30, 2024.

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

[SIGNATURES ON NEXT PAGE]

Passed, approved and adopted this 5th day of October 2021.

Mayor of the City of Arcadia

ATTEST:

City Clerk of the City of Arcadia

APPROVED AS TO FORM:

Stephen P. Deitsch

Stephen P. Deitsch

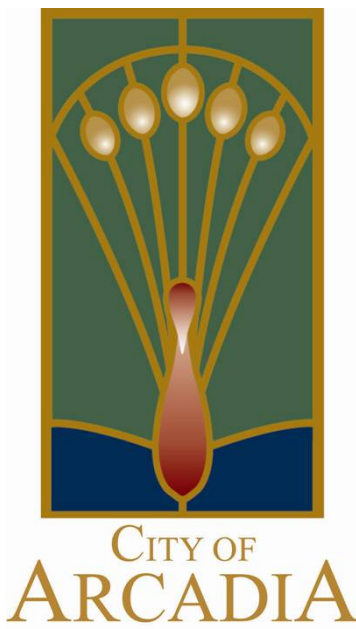
Stephen P. Deitsch

Stephen P. Deitsch
City Attorney

CITY OF ARCADIA

FRINGE BENEFITS RESOLUTION

**CITY COUNCIL, EXECUTIVE MANAGEMENT,
MANAGEMENT, AND UNREPRESENTED EMPLOYEES
OF THE CITY OF ARCADIA**



JULY 1, 2021 – JUNE 30, 2024

Contents

SECTION 1.	PURPOSE	4
SECTION 2.	DEFINITIONS	4
SECTION 3.	COMPENSATION	6
SECTION 4.	SALARY STEP ADVANCEMENT	6
SECTION 5.	PROMOTIONAL STEP ADVANCEMENT	7
SECTION 6.	OVERTIME	7
SECTION 7.	RETIREMENT	8
	A. EMPLOYEES HIRED BEFORE JULY 1, 2011	8
	B. EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011, OTHER THAN NEW CalPERS MEMBERS HIRED AFTER JANUARY 1, 2013.....	10
	C. NEW CalPERS MEMBERS HIRED ON OR AFTER JANUARY 1, 2013	12
SECTION 8.	SPECIAL ASSIGNMENT PAY	13
SECTION 9.	LONGEVITY PAY	13
SECTION 10.	ACTING PAY	14
SECTION 11.	TUITION ADVANCEMENT/REIMBURSEMENT	14
SECTION 12.	UNIFORMS	15
SECTION 13.	AUTO ALLOWANCE	16
SECTION 14.	MILEAGE REIMBURSEMENT	16
SECTION 15.	BENEFIT ALLOWANCE FOR HEALTH, DENTAL, AND VISION	16
	A. EMPLOYEES HIRED BEFORE JULY 1, 2021	16
	B. EMPLOYEES HIRED ON OR AFTER JULY 2, 2021	18
SECTION 16.	LIFE INSURANCE	19
SECTION 17.	LONG TERM DISABILITY INSURANCE	20
SECTION 18.	RETIREE HEALTH INSURANCE	20
	A. EMPLOYEES HIRED BEFORE JULY 1, 2011	20
	B. EMPLOYEES HIRED ON OR AFTER JULY 1, 2011	22
SECTION 19.	PHYSICAL EXAMINATIONS – MANAGEMENT	22
SECTION 20.	LEAVES OF ABSENCE	22
	A. MISCELLANEOUS LEAVES OF ABSENCE.....	22
	B. Family Care and Medical Leaves.....	24
SECTION 21.	VACATION ACCRUAL RATE	24

A.	MISCELLANEOUS EXECUTIVE MANAGEMENT	24
C.	SAFETY EXECUTIVE AND POLICE MANAGEMENT AND DEPUTY FIRE CHIEF	24
D.	MISCELLANEOUS MANAGEMENT & UNREPRESENTED CONF. EMPLOYEES	25
D.	BATTALION CHIEFS.....	25
SECTION 22.	VACATION LEAVE.....	25
SECTION 23.	SICK LEAVE FOR EXECUTIVE, MANAGEMENT, AND CONFIDENTIAL EMPLOYEES.....	27
SECTION 24.	BEREAVEMENT LEAVE	29
SECTION 25.	MANAGEMENT LEAVE.....	29
SECTION 26.	WORKERS' COMPENSATION.....	29
SECTION 27.	JURY LEAVE	30
SECTION 28.	COURT WITNESS LEAVE	30
SECTION 29.	MILITARY LEAVE	30
SECTION 30.	LEAVE DONATIONS – INJURY/ILLNESS/DISABILITY.....	30
SECTION 31.	LEAVE DEDUCTIONS	31
SECTION 32.	HOLIDAYS.....	31
SECTION 33.	SEVERANCE PAY.....	33
SECTION 34.	WORKDAY SCHEDULES	34
SECTION 35.	Y-RATING – MANAGEMENT EMPLOYEES	34
SECTION 36.	SICK LEAVE FOR PART TIME UNREPRESENTED EMPLOYEES, INCLUDING LAW ENFORCEMENT RECRUITS	34
SECTION 37.	FRINGE BENEFITS – ELIGIBILITY	36
SECTION 38.	AMENDMENTS	36
SECTION 39.	CERTIFICATION – ADOPTION OF RESOLUTION.....	37

SECTION 1. PURPOSE

The Fringe Benefits Resolution is a consolidation of previously adopted resolutions concerning City Council, Executive Management, Management, and Unrepresented Employees. Resolution No. 7383 sets forth the wages, hours, and other terms and conditions of employment for employees within these classifications and provides paid sick leave for Part-Time Unrepresented Employees pursuant to AB1522.

SECTION 2. DEFINITIONS

As used herein and in the general salary resolution, the following terms shall have the following meanings:

“Classification” shall mean a group of positions having sufficiently similar duties, responsibilities, and qualifications to be designated by the same descriptive title, and as to which the same salary range may be made to apply with equity.

“Employee” shall mean a full-time budgeted employee of the City of Arcadia.

“Employment Date” shall mean the period of continuous full-time employment from and after such employment date shall be used in computing longevity pay, sick leave, and vacation and shall be the starting point for determining salary step increases.

“Executive Management Employee” shall mean an unrepresented management Employee who is the head of a City Department. Employees who are in the Classification of Development Services Director, Public Works Services Director, Administrative Services Director, Recreation and Community Services Director, Library and Museum Services Director, Assistant City Manager, and similar Classifications as they may be added or amended over time shall be considered Executive Management Employees in the Miscellaneous category. Employees who are in the Classification of Police Chief, Fire Chief, and similar Classifications as they may be added or amended over time shall be considered Executive Management Employees in the Safety category. Also known as “Department Director”.

“Management Employees” shall mean those full-time Employees having responsibility for formulating, administering, or managing the implementation of City policies who are unrepresented and who are not Executive Management Employees. Typical Employees in the Classification of Management Aide, Recreation Supervisor, Human Resources Analyst, Crime Analyst, Police Records Manager, Senior Human Resources Analyst, Senior Management Analyst, Transportation Services Manager, Assistant Director of Recreation and Community Services, Planning Services Manager, Accounting Supervisor, Accountant, Senior Accountant, Environmental Services Manager, General Services Superintendent, Library Services Manager, Utilities Superintendent,

Principal Civil Engineer, Building Official, Fire Marshal, Economic Development Manager, Financial Services Manager/Treasurer, Human Resources Administrator, Deputy City Manager, Community Development Administrator, Deputy Director of Development Services/City Engineer, and similar Classifications as they may be added or amended over time shall be considered Management Employees in the Miscellaneous category. Typical Employees in the Classification of Police Lieutenant, Fire Battalion Chief, Deputy Fire Chief, Police Captain, and similar Classifications as they may be added or amended over time shall be considered Management Employees in the Safety category.

“Miscellaneous Employees” shall mean those employees who are not involved in law enforcement, fire suppression, the protection of public safety, or employed in a position designated by law as local safety.

“Part-Time Unrepresented Employees” shall mean a part-time employee who is at-will and not deemed an Executive Management, Management, Unrepresented Confidential, or Unrepresented Employee. Typical Employees in the Classification of Library Aide I/II, Activity Leader I/II, Laborer, Police Cadet, Administrative Intern, Camp Manager, Fire Prevention Aide, Recreation Specialist, Volunteer Services Coordinator, Reserve Police Officer I/II and similar classifications as they may be added or amended over time shall be considered part-time unrepresented. This excludes the position of Law Enforcement Recruit.

“Recognized Employee Organization” means an Employee organization which has been formally acknowledged by the City as the Employee organization that represents Employees in designated classifications in an appropriate representation unit.

“Safety Employees” shall mean those employees who are involved in law enforcement, fire suppression, the protection of public safety, or who are employed in a position designated by law as local safety.

“Salary Advancement” shall mean an increase in salary from current step to a higher step within the same salary range based upon performance and continuous service in the same class.

“Unrepresented Confidential Employee” shall mean any benefitted Employee (receiving CalPERS and a benefit allowance) that is not an Executive or Management Employee, is not represented by a recognized Employee organization, and typically handles confidential matters as a course of their job duties. Classifications in this group include Executive Assistant assigned to the City Manager’s Office, Human Resources Technician, and similar Classifications as they may be added or amended over time (referred to as Confidential herein).

“Unrepresented Employee” shall mean any Employee that is not an Executive or Management Employee and is not represented by a recognized Employee organization. This includes the position of Law Enforcement Recruit.

SECTION 3. COMPENSATION

The salary schedules for classifications covered by this resolution are set forth in Exhibit A and incorporated herein. The base salaries of Executive Management, Management, and Unrepresented Confidential Employees covered by this resolution will be increased by 3% effective July 1, 2021, 3% effective July 1, 2022, and 4% effective July 1, 2023. Retro increases will be given only to those employees on City payroll as of the date of adoption of this resolution.

The base salaries of Police and Fire Safety Executive Management and Police and Fire Safety Management employees covered by this resolution will be increased by 3% effective July 1, 2021, 4% effective July 1, 2022, and 5% effective July 1, 2023. Retroactive increases will be given only to those employees on City payroll as of the date of adoption of this resolution.

Dependent upon the distribution method as determined by the City Manager, employees covered by this resolution may receive a one-time Non-PERSable bonus paid through City payroll upon the adoption of this resolution. The collective amount to be distributed to those employees is \$153,832.

Additionally, Executive Management and Safety Executive Management employees covered by this resolution and on City payroll as of the date of adoption of this resolution shall receive a one-time Non-PERSable bonus of \$2,300. Safety Management, Management, and Unrepresented employees covered by this resolution and on City payroll as of the date of adoption of this resolution shall receive a one-time non-PERSable bonus of \$2,100.

SECTION 4. SALARY STEP ADVANCEMENT

The advancement through the salary steps shall be based upon performance and continuous service in the same classification. The percentage between steps is approximately 2.5%. Employees will advance in their rates of compensation two steps (approximately 5.0%) on their anniversary dates. The following schedule is an example of merit increases when an employee begins employment at step A:

A Step to C Step: 6 months

All other Steps: 12 months

For Department Directors reporting directly to the City Manager, the advancement through the salary steps shall be based on performance without regard to the continuous service time requirements cited above. The rate of advancement shall be from 0% to

7.5%, or no movement to a maximum of three steps. Pursuant to the City Charter Section 809, evaluation of the Library and Museum Services Director shall be by the Library Board; however, the City Manager shall provide input into the process.

Salary step advancements may be withheld or delayed by the appointing authority if an Employee's performance does not merit such advancement.

With the approval of the City Manager, an Employee may be hired at any step within the salary range applicable to the position.

The City Manager shall have the authority to advance an Employee's salary step within that Employee's salary range when the purpose is to correct an existing inequity or give recognition to exceptional performance.

Upon adoption of this Resolution and until June 30, 2024, unless extended by the City Council, the City Manager shall have discretionary authority to allow an annual performance bonus up to 3% of an employee's annual salary to full-time employees covered by this resolution who receive a Meritorious or Superior evaluation. Receiving a Meritorious or Superior evaluation is not a guarantee of receiving a bonus, only a minimum standard for qualification. It shall be the City Manager's sole authority to determine whether to allow a bonus and at what amount. The performance bonus shall be subject to the availability of funds as determined by the City.

SECTION 5. PROMOTIONAL STEP ADVANCEMENT

When an Employee is promoted, their pay shall advance to the lowest salary step in the new classification range such that it will provide a 5% increase in compensation, or two steps. If the lowest salary in the new classification is the top step, the Employee's pay will be advanced to the top step, even if it provides less than a 5%, or two-step, increase.

When an Employee is promoted to a higher classification, the date of the promotion shall be used in determining the date of the future step increases.

SECTION 6. OVERTIME

When necessary to perform essential work, a Department Director may require Management and Unrepresented Employees to work at any time other than during regular working hours until such work is accomplished. Management and Executive Management Employees are generally considered positions that are exempt from standard overtime rules. Job specifications for each Classification shall clearly state whether the position is considered exempt. Employees that are not exempt from standard overtime rules and are required to work hours which cause the Employee to be in a work status in excess of 40 hours in a designated workweek shall be paid at the rate of time and one-half the Employee's regular rate of pay. The Department Director may permit an Employee to accumulate compensatory time in lieu of paid overtime; however, the Employee shall not be permitted to accumulate more than 100 hours of compensatory time at any time.

Fire Battalion Chiefs working in excess of a 56-hour workweek shall receive overtime at straight time for operational assignments as defined by the Fire Chief and are eligible for Management Leave. A Fire Battalion Chief assigned to a strike team and working in excess of a 56-hour workweek will receive overtime at 1.5 times the hourly rate. No other Management Employees are eligible to receive any form of overtime compensation for additional hours worked, except as stated in Section 8.

SECTION 7. RETIREMENT

A. EMPLOYEES HIRED BEFORE JULY 1, 2011

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Resolution. The plan shall include the following options:

1. Miscellaneous Employees - 2.5% @ 55 retirement formula (Government Code §21354.4); Public Safety Employees - 3% @ 50 retirement formula (Government Code §21362.2).
2. Single highest year final compensation (Government Code §20042).
3. Post Retirement Survivor Continuance.
4. Credit for Unused Sick Leave (Government Code §20965).
5. 1959 Survivors Benefit for which each Employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). The Employee is responsible for paying for this benefit.
8. As permitted by CalPERS, Employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the Employee elects this option, the City will allow Employees to elect those payments as pre-tax payroll deductions for service purchases.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Employees shall make contributions to offset a portion of the City's costs related to CalPERS retirement benefits. The Employee cost-sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code §20516(f). It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the

event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified, and the provisions set forth herein will be reviewed by the City Manager and City Council. The cost sharing arrangement will be implemented as follows:

- a. Miscellaneous Employees: Employees will pay 7% of PERSable compensation to CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account.
- b. Public Safety Employees: Employees will continue to pay 9% of PERSable compensation for CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account. Employees will also contribute an additional 3% cost for CalPERS retirement through a phase-in approach as follows:
 - i. Effective beginning the pay period following Council adoption of this resolution, each Classic Member employee shall contribute an additional cost share amount equal to 1% of compensation earnable towards the employer PERS contribution for a total of 10%.
 - ii. Effective July 1, 2022, each Classic Member employee shall contribute an additional cost share amount of 1% of compensation earnable towards the employer PERS contribution, for a total of 11%.
 - iii. Effective July 1, 2023, each Classic Member employee shall contribute an additional cost share amount of 1% of compensation earnable towards the employer PERS contribution, for a total of 12%.

11. In addition to the foregoing cost sharing payments, Miscellaneous Employees shall continue to pay 1% of the member contribution to CalPERS.

12. The City shall continue to pay the cost of the Employees' member contribution (EPMC) to CalPERS in the amount of 7% for Miscellaneous Employees and 9% for Public Safety Employees and shall continue to report that as additional compensation pursuant to §20636(c)(4) of the Government Code. Further, said amount will be allocated to the Employee's retirement account.

13. Pre-Retirement Option 2W Death Benefit (Government Code §21548): Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees will split the cost of this benefit with the City through pre-tax

deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified, and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit, which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety Employees. The cost-sharing arrangement will be implemented as follows:

- a. Miscellaneous Employees: Employees will pay 0.138% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.138% of PERSable compensation to CalPERS retirement.
- b. Public Safety Employees: Employees will pay 0.110% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.110% of PERSable compensation to CalPERS retirement.

B. EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011, OTHER THAN NEW CalPERS MEMBERS HIRED AFTER JANUARY 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Resolution. The plan shall include the following options:

1. Miscellaneous Employees - 2.0% @ 60 retirement formula (Government Code §21363.1); Public Safety Employees - 3% @ 55 retirement formula (Government Code §21363.1).
2. 3-year average final compensation period (Government Code §20037).
3. Post Retirement Survivor Continuance.
4. Credit for Unused Sick Leave (Government Code §20965).
5. 1959 Survivors Benefit for which each Employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). The Employee is responsible for paying for this benefit.
8. As permitted by CalPERS, Employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the Employee elects

this option, the City will allow Employees to elect those payments as pre-tax payroll deductions for service purchases.

9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Miscellaneous Employees will pay the full 7% member contribution to CalPERS via payroll deduction.
11. Public Safety Employees will continue to pay 9% of PERSable compensation for CalPERS retirement via payroll deduction toward the City's Employer Contribution to CalPERS and said amount will be allocated to the employer's account. Employees will also contribute an additional 3% cost for CalPERS retirement through a phase-in approach as follows:
 - a. Effective beginning the pay period following Council adoption of this resolution, each Classic Member employee shall contribute an additional cost share amount equal to 1% of compensation earnable towards the employer PERS contribution for a total of 10%.
 - b. Effective July 1, 2022, each Classic Member employee shall contribute an additional cost share amount of 1% of compensation earnable towards the employer PERS contribution, for a total of 11%.
 - c. Effective July 1, 2023, each Classic Member employee shall contribute an additional cost share amount of 1% of compensation earnable towards the employer PERS contribution, for a total of 12%.
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees shall split the cost of this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the Employees will be notified and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety. The cost-sharing arrangement will be implemented as follows:
 - a. Miscellaneous Employees: Employees will pay 0.138% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.138% of PERSable compensation to CalPERS retirement.

- b. Public Safety Employees: Employees will pay 0.110% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.110% of PERSable compensation to CalPERS retirement.

C. NEW CalPERS MEMBERS HIRED ON OR AFTER JANUARY 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Resolution. The plan shall include the following options:

1. Miscellaneous Employees - 2.0% @ 62 retirement formula (Government Code §7522.20); Public Safety Employees – 2.7% at age 57 retirement formula (Government Code §7522.25(d)).
2. 3-year average final compensation period (Government Code §20037).
3. Post Retirement Survivor Continuance.
4. Credit for Unused Sick Leave (Government Code §20965).
5. 1959 Survivors Benefit for which each Employee contributes \$0.93 per pay period.
6. Third level 1959 Survivors Benefit allowance (Government Code §21573).
7. Military service credit as public service option (Government Code §21024). The Employee is responsible for paying for this benefit.
8. As permitted by CalPERS, Employees may elect to purchase service credit by remitting payment to CalPERS via payroll deductions. If the Employee elects this option, the City will allow Employees to elect those payments as pre-tax payroll deductions for service purchases.
9. Special compensation items shall be reported to CalPERS in accordance with applicable law.
10. Miscellaneous Employees will pay 50% of the normal cost, currently at 6.75%, for member contributions to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30).
11. Public Safety Employees will pay 50% of the normal cost, currently at 12%, for member contributions to CalPERS on a pre-tax basis via payroll deduction (Government Code §7522.30).
12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits),

Employees shall split the cost of this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. It is recognized that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, Employees will be notified and this provision shall be reviewed by the City Manager and City Council. Employees shall pay for one-half of the cost of this optional benefit which was determined to be a total of 0.276% for Miscellaneous and 0.220% for Public Safety. The cost-sharing arrangement will be implemented as follows:

- a. Miscellaneous Employees: Employees will pay 0.138% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.138% of PERSable compensation to CalPERS retirement.
- b. Public Safety Employees: Employees will pay 0.110% of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay 0.110% of PERSable compensation to CalPERS retirement.

D. City Council, Executive, and Management Employees shall have access to the City's established 457 Deferred Compensation Program and the IRC 401(a) defined contribution plan. All administration costs associated with the 401(a) plan shall be paid by the City.

SECTION 8. SPECIAL ASSIGNMENT PAY

Employees in the classifications of Police Captain and Police Lieutenant assigned to outside reimbursable special details (as approved by the City Manager), including but not limited to race-track traffic control duties, shall be compensated at 6 hours of straight time at the rate of a top step Police Sergeant with an Advanced Post Certificate and Special Assignment Pay (currently 5%).

SECTION 9. LONGEVITY PAY

A Longevity Pay benefit will be provided to Executive, Management, and Confidential Employees based on the following formula:

<u>Completed Years of Continuous Service</u>	<u>Amount Per Pay Period</u>
5 – 9 Years	\$42.02
10 – 14 Years	\$63.04
15 – 19 Years	\$84.06
20+ Years	\$230.77

The Longevity Pay benefit is effective the pay period an Employee reaches 5, 10, 15 or 20 years of continuous employment with the City.

SECTION 10. ACTING PAY

A Management or Confidential Employee who is required, in writing, to work more than 5 working days in a higher classification, which is vacant due to sick leave, family medical leave, injury leave, vacation leave, termination, retirement, or for any other reason as approved by the City Manager, shall receive the following acting pay retroactive to the first day of the assignment:

1. 5% above their current rate of pay or A step of the higher classification, whichever is higher; or any step within the classification as approved by the City Manager; or
2. Should such percentage exceed the top step of the range for the higher classification, the Employee shall receive compensation at the top step of the higher classification.
3. Nothing contained herein shall apply to an Employee who is being trained by the City to qualify for a higher classification or who temporarily assumes some of the duties of a higher position.

If an acting assignment exceeds or is expected to exceed 30 calendar days, the acting Employee will receive the fringe benefits of said position for the duration of the assignment as applicable and as determined by the City Manager.

SECTION 11. TUITION ADVANCEMENT/REIMBURSEMENT

Employees shall be eligible for tuition advancement or reimbursement who have completed at least one probationary period in the Classified Service, or one year of continuous service if employment is "at-will," subject to the conditions below.

To qualify for tuition advancement/reimbursement, a Tuition Advancement/Reimbursement Form must be submitted and pre-approved by the Employee's Department Director and Human Resources Administrator before the course(s) begin.

Tuition advancement or reimbursement shall only be for the first degree in each education level that an employee seeks to obtain, and shall only be for "job-related" courses, specialized training, or degree programs that are directly related to the Employee's position as determined by the City Manager or designee. The City Manager or their designee may grant approval for tuition advancement or reimbursement if they determine that a second degree in any education level is both beneficial and job-related.

The Tuition Advancement/Reimbursement Program will operate on a fiscal year basis (July 1 through June 30) and shall be subject to the availability of funds as determined by the City. The maximum advancement or reimbursement amount shall be \$4,126 for undergraduate courses and \$5,062 for graduate courses per fiscal year. Eligible fees include tuition, on campus parking fees, and textbooks. All other fees are subject to approval by the City Manager. School supplies are not reimbursable.

All course work must be completed while employed by the City of Arcadia with a passing grade of "C" or equivalent when numerical score or pass/fail grade is given. If the Employee either does not receive a "C" or better or for any reason does not finish the class, the advance is due and payable.

Any Employee who voluntarily retires or terminates employment or is terminated for disciplinary cause within one year from the completion of a class or classes shall refund all tuition paid under this provision for those specific classes unless they were required to attend by the appointing power. An Employee who separates employment and who received tuition advancement and did not complete a class or classes within 1 year from the advancement, shall refund all tuition advanced and be subject to the provisions outlined in the Advanced Tuition Participation and Advancement Agreement. Employees who retire on a Disability or Industrial Disability Retirement or are laid off shall not be required to refund tuition fees under this provision.

The City reserves the right to investigate any school and approve or disapprove it for advancement or reimbursement if such action appears warranted. Courses must be taken at an accredited education institution, which is defined as any college or university which has been accredited by a recognized government or professional accrediting body (as determined by the City). Additionally, the City reserves the right to deny any course(s), specialized training, or degree programs determined by the City Manager to be non-job related.

SECTION 12. UNIFORMS

At the beginning of the fiscal year, Employees in the classification of Police Chief, Police Captain, and Police Lieutenant shall receive \$750 for the purchase of safety equipment. \$647 shall be reported to CalPERS as special compensation for Uniform Allowance. This amount shall be prorated if hired or promoted after the start of the fiscal year.

At the beginning of the fiscal year, employees in the classification of Fire Chief, Deputy Fire Chief, and Battalion Chief shall have a uniform allowance of \$655 reported annually to CalPERS as special compensation. This amount shall be prorated if hired or promoted after the start of the fiscal year.

For the duration of the Resolution, uniforms shall be provided to those employee Management Employees currently receiving uniforms under the same conditions specified in their respective Department Policies. The City shall continue to report an amount up to \$170.56 per year to CalPERS as special compensation for Uniform Allowance to the extent permitted by law.

"New Members" as defined under the Public Employee's Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

SECTION 13. AUTO ALLOWANCE

Subject to the City Manager's sole discretion, Executive Management Employees may receive either a City provided vehicle or an auto allowance of up to \$350 per month, depending on duties and requirements of the position. Any benefits provided under this section are considered taxable per IRS Code. See IRS Publication 463, Travel, Entertainment, Gift, and Car Expenses for more information concerning taxation of this benefit.

SECTION 14. MILEAGE REIMBURSEMENT

Mileage is reimbursed for travel in connection with City business and shall be paid in accordance with the prevailing IRS rate. Prior approval must be obtained from the immediate supervisor or Department Director. If travel is required frequently during a month, reimbursement shall be made once per month. Completed mileage forms shall be submitted to the Department Director consistent with the applicable administrative policy. Except as expressly authorized by the City Manager, Employees receiving an Auto Allowance described in Section 13 will not qualify for mileage reimbursements described herein.

SECTION 15. BENEFIT ALLOWANCE FOR HEALTH, DENTAL, AND VISION

A. EMPLOYEES HIRED BEFORE JULY 1, 2021

The City provides City Council, Executive, Management and Confidential Employees, as well as Law Enforcement Recruits the Section 125 Cafeteria Plan contributions as follows:

1. CalPERS Health Program: The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) of the Public Employees' Medical and Hospital Care Act ("**PEMCHA Minimum**") per month per Employee for health insurance. The PEMHCA minimum is included in the monthly benefit allowance.
2. Dental Insurance: Mandatory enrollment: The City will contribute the Employee only cost for Delta Care USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation. The Dental Contribution is included in the monthly benefit allowance.
3. Vision Insurance: The City shall provide each Employee with a vision plan, with the City paying the premium. The vision plan will be Vision Service Plan, Option B. The City will pay the premium up to the cost of the family plan.

4. Optional Benefits: Subject to the PEMHCA minimum and mandatory dental insurance enrollment premium as specified in above paragraphs 1 and 2, the City shall contribute the remaining amount of Employee's benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows:

<u>Health/Dental/Vision Benefit Allowance (per month)</u>	
City Council & Miscellaneous Executive Management	\$1,504.00
Public Safety Executive Management	\$1,548.50
Public Safety Management	\$1,445.50
Miscellaneous Management	\$1,402.00
Unrepresented Confidential Employees	\$1,072.00
Law Enforcement Recruits	\$ 620.00

- a. If the City's contribution exceeds the cost of the employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash as taxable income.
 - i. Those employees who receive cash as taxable income will have the amount capped to the amount they were receiving as of July 1, 2021, and then reduced to an amount that will allow the City-wide Total Medical Plan Payment to be less than 20%. The amount of the reduction will not be greater than 19.51% of the amount received as of July 1, 2021. This amount will result in the employee's new capped cash-in-lieu for the term of this resolution.
- b. Those employees who qualify to receive cash as taxable income and who subsequently reduce their cash-in-lieu amount through a qualifying change, shall be subject to the new cash-in-lieu cap based on their elected reduced amount, and will forfeit their previous cash-in-lieu cap.
- c. Employees who do not take cash-in-lieu as of July 1, 2021, for any unused portion of the City's contribution toward benefits shall no longer be eligible for cash-in-lieu.
- d. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
- e. The Employee's exercise of the option to use the difference toward dependent health coverage or the deferred compensation plan is subject to

the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.

- f. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and/or adoption certificates.

5. Circumstances Under Which An Employee Hired Before 7/1/2021, Can Receive Cash in Lieu of City Coverage:

An employee is required to carry one of the City's designated medical plans unless they opt out. An employee hired before 7/1/2021 may receive cash-in-lieu subject to the provisions in this section for opting out of the City's designated medical plans during the annual open enrollment period by signing a written waiver each year, that attests that the employee and each member of the employee's Tax Family (i.e. all individuals for whom the employee expects to claim a personal exemption deduction for the upcoming tax year) each has alternative minimum essential coverage (other than coverage in the individual market and other than individual coverage through Covered California) for the upcoming tax year. If the employee provides the executed written waiver and documentation confirming that they are enrolled in an alternative group health plan that satisfies the above at open enrollment or within 30 days after the start of the plan year, they will be entitled to the maximum allotted cash referenced in this section to be taken as taxable income.

B. EMPLOYEES HIRED ON OR AFTER JULY 2, 2021

The City provides City Council, Executive, Management and Confidential Employees, as well as Law Enforcement Recruits the Section 125 Cafeteria Plan contributions as follows:

1. CalPERS Health Program: The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) of the Public Employees' Medical and Hospital Care Act ("**PEMCHA Minimum**") per month per Employee for health insurance. The PEMHCA minimum is included in the monthly benefit allowance.
2. Dental Insurance: Mandatory enrollment: The City will contribute the Employee only cost for Delta Care USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation. The Dental Contribution is included in the monthly benefit allowance.
3. The City shall provide each Employee with a vision plan, with the City paying the premium. The vision plan will be Vision Service Plan, Option B. The City will pay the premium up to the cost of the family plan.

4. Optional Benefits: Subject to the PEMHCA minimum and mandatory dental insurance enrollment premium as specified in above paragraphs 1 and 2, the City shall contribute the remaining amount of Employee's benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows:

<u>Health/Dental/Vision Benefit Allowance (per month)</u>	
City Council & Miscellaneous Executive Management	\$1,504.00
Public Safety Executive Management	\$1,548.50
Public Safety Management	\$1,445.50
Miscellaneous Management	\$1,402.00
Unrepresented Confidential Employees	\$1,072.00
Law Enforcement Recruits	\$ 620.00

- a. If the City's contribution exceeds the cost of the employee only coverage, the difference shall be contributed toward the cost of dependent coverage. No amount shall be given in cash as taxable income.
- b. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
- c. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth, and adoption certificates.

SECTION 16. LIFE INSURANCE

The City shall provide the City Council with Group Term Life and Accidental Death and Dismemberment (AD&D) insurance in the amount of \$35,000.

Executive and Management Employees shall be provided Group Term Life and AD&D insurance equal to their annual salary rounded to the nearest (next highest) one thousand dollars, plus an additional \$25,000 Term Life and AD&D policy.

The City shall provide Confidential and Unrepresented Employees with Group Term Life and AD&D insurance in the amount of \$25,000.

An optional Employee-paid Group Term Life insurance policy shall be offered to all full-time Executive, Management, Confidential, and Unrepresented Employees.

SECTION 17. LONG TERM DISABILITY INSURANCE

The City shall provide Executive, Management, and Confidential Employees with Group Long Term Disability (LTD) Insurance.

An optional Employee-paid Group LTD “buy-up benefit” shall also be offered to Executive, Management, and Confidential Employees.

Executive and Management Employees will receive 0.5% of their annual salary that may be used to buy additional LTD insurance from the City’s provider to achieve up to \$10,000 per month maximum benefits coverage. If the Employee does not desire additional LTD insurance or there is a portion of the 0.5% remaining, the Employee may apply part of or all of this 0.5% of annual salary benefit to the Employee’s deferred compensation account with the City’s deferred compensation program or take this amount as additional compensation.

SECTION 18. RETIREE HEALTH INSURANCE

A. EMPLOYEES HIRED BEFORE JULY 1, 2011

Program Description

For Employees hired before July 1, 2011 and retiring from the City on or after January 1, 2012 (“Tier II Retirees”), the City will provide a Premium Payment for the purpose of purchasing health coverage offered through CalPERS for the Tier II Retiree and their spouse in an amount not to exceed the monthly premium applicable to the coverage level for the retiree (i.e., One-Party or Two-Party) as shown in the chart below.

Premium Payment

The total Premium Payment shall be payable in the following form: (1) Public Employees' Medical and Hospital Care Act (“PEMHCA”) Minimum contribution payable directly to CalPERS, and (2) a reimbursement to the Tier II Retiree equal to the difference between the cost of the plan in which the Tier II Retiree enrolls, subject to the caps below, and the PEMHCA Minimum contribution (“**Reimbursement**”). If a retiree enrolls in a more expensive plan, they will be responsible for payment of any premium in excess of the capped amount.

	Tier II Non-Public Safety Classifications	Tier II Public Safety Executive and Management
One-Party (Retiree Only)	\$ 505.63*	\$ 605.63*
Two-Party (Retiree + Spouse)	\$ 1,011.26*	\$ 1,111.26*

** These amounts include the PEMHCA Minimum. The PEMHCA Minimum is paid directly to CalPERS, not to the eligible retiree.*

As specified below, the Reimbursement shall cease for the Tier II Retiree upon eligibility for Medicare coverage, and the Reimbursement shall cease for the spouse upon eligibility for Medicare coverage, or after 15 years, whichever occurs first.

Eligibility Requirements

Tier II Retirees must be “eligible retirees” in order to receive the benefits described in this subsection. Eligible retirees must meet the following requirements:

1. **Executive Management Employees** who retire from the City on a service, disability, or industrial disability retirement must have a minimum of 15 years of public service, of which at least 5 continuous years of service are with the City of Arcadia.

2. **Management and Confidential Employees** who retire on a service, disability, or industrial disability retirement must have a minimum of 1,000 hours of accumulated sick leave at the date of retirement, except for Fire Safety Management Employees, who shall have a minimum of 1,500 hours.

A Management or Confidential Employee who has fewer than the required accumulated sick leave at the date of retirement may become eligible for the retiree health benefit by paying the City an amount equal to the Employee’s daily pay rate at the time of retirement times the number of hours needed to meet the 1,000 or 1,500 hours of accumulated sick leave requirement with the following restrictions:

- i. The Employee must have reached age 55 (50 for Fire Safety Management). This requirement is not applicable if the Employee is retiring due to disability or industrial disability retirement; and

- ii. The Employee must have worked full-time continuously for the City of Arcadia for a minimum of 15 years; and

- iii. The Employee would be limited to purchasing a maximum of 350 hours of sick leave (525 hours for Fire Safety Management) provided, however, upon verification of information from a qualified medical provider that an Employee has substantially depleted the Employee’s sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the Employee or a family dependent living in the Employee’s household, this purchase limitation of 350 hours will be excused.

3. **All retirees**, and if applicable, the retiree's spouse, must be enrolled in CalPERS retiree medical and maintain eligibility to continue in the CalPERS Health Program as stipulated by CalPERS in order to receive the City's Premium Payment. However, in the event a retiree or spouse is eligible for CalPERS retiree medical but is unable to secure such coverage because there are no CalPERS plans available in their place of residence, the retiree may receive the City's Reimbursement, provided the retiree submits sufficient proof to the City that they have obtained alternative coverage and have made the necessary premium payments. The retiree shall also notify the City immediately if such alternative coverage is cancelled or otherwise ceases. The retiree shall solely be responsible for obtaining and maintaining such alternative coverage.
4. **Termination of Eligibility:** An eligible retiree shall cease to be eligible for the City's Reimbursement upon becoming eligible for Medicare coverage. The retiree's spouse shall become ineligible for the City's Reimbursement upon becoming eligible for Medicare coverage or after 15 years, whichever occurs first. Accordingly, the City's Reimbursement will cease upon becoming ineligible.

B. EMPLOYEES HIRED ON OR AFTER JULY 1, 2011

Tier III Retirees. For Employees hired on or after July 1, 2011, that retire from the City and who remain enrolled in a CalPERS health plan after retirement ("**Tier III Retiree**"), the City will pay no more than the PEMHCA Minimum contribution, payable directly to CalPERS. Tier III Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of the PEMHCA Minimum contribution.

SECTION 19. PHYSICAL EXAMINATIONS – MANAGEMENT

Miscellaneous Executive and Management Employees have the option to receive a biannual comprehensive physical medical examination at no cost to the Employee. Public Safety Executive Management and Management Employees have the option to receive the physical annually, at no cost to the Employee. The City shall establish the terms and conditions of the physical examination.

SECTION 20. LEAVES OF ABSENCE

A. MISCELLANEOUS LEAVES OF ABSENCE

Upon the written request of an Employee stating the reasons therefore, the appointing power with the approval of the City Manager shall have power to grant leaves of absence with or without pay, subject to the following restrictions:

1. Length. Leave of absence with or without pay may be granted for a period not to exceed 1 year with the exception that military leaves may be granted for the duration of a war or national emergency or as required by the Military and Veteran's Code.
2. Reason. A leave of absence may be granted, provided the Employee meets all other requirements set forth in this rule, who desires to attend school or college or to enter training to improve the quality of their service, who enters military service of the United States, who is temporarily incapacitated by illness, or who presents some other reasons equally satisfactory.
3. Right to Return. The granting of a leave of absence without pay confers upon the Employee the right to return to their classification before or at the expiration of their leave of absence. Therefore, a leave of absence shall be granted only to an Employee who intends to return to their classification with the City. An Employee who fails to report for work at the end of an approved leave will be deemed to have voluntarily resigned.
4. Service Record. A request for leave of absence will not be considered unless the Employee presenting the request has a satisfactory service record.
5. An Employee granted a leave of absence may be required by the appointing power or the City Manager to obtain and present a fitness for duty certification from a health care provider that the Employee is able to resume work. Failure to provide such certification will result in denial of restoration.
6. The granting of a leave of absence of 30 days or less, with or without pay, shall not constitute an interruption of service within the meaning of this subsection. The granting of a leave of absence with or without pay of more than 30 days shall constitute an interruption of service unless, in the action granting such leave of absence, it is provided that such leave of absence shall not constitute an interruption of service.
7. The City shall continue to provide health, dental, life, and disability insurance for an Employee granted a leave of absence for up to 30 calendar days. It shall be the responsibility of the Employee who wishes to continue any insurance coverage beyond the 30 calendar days to notify Human Resources of their intent to continue coverage and remit the full monthly premium for any coverage to the Administrative Services Department. However, if an Employee has accrued leaves and uses a minimum of 40 hours of leave per pay period, the City will continue normal health insurance contributions. The aforementioned leaves must be permissible with the specific use requirements of such leave.

B. Family Care and Medical Leaves

Upon the written request of an Employee, the City shall grant any and all Family Care and Medical Leaves as required by law.

SECTION 21. VACATION ACCRUAL RATE

A. MISCELLANEOUS EXECUTIVE MANAGEMENT

Miscellaneous Executive Management Employees, with the exception of temporary appointments, shall accumulate vacation for continuous years of fulltime service with the City of Arcadia, beginning with the first full pay period of employment, as shown below.

Continuous Years of Service	Hours Per Pay Period
Through completion of the 4 th year:	4.616
Beginning of the 5 th year through completion of the 9 th year:	5.231
Beginning of the 10 th year and beyond:	6.154

Additionally, Miscellaneous Executive Management Employees shall accumulate vacation at the rate of 6.154 hours per pay period after they have served 20 years in paid public service with all public agencies including at the City of Arcadia and any other public service organization where they were employed, subject to the written approval of the City Manager.

C. SAFETY EXECUTIVE AND POLICE MANAGEMENT AND DEPUTY FIRE CHIEF

Safety Executive Management Employees, and Employees in the classifications of Police Captain, Police Lieutenant, and Deputy Fire Chief, with the exception of temporary appointments, shall accumulate vacation for continuous years of fulltime service with the City of Arcadia, beginning with the first full pay period of employment, as shown below.

Continuous Years of Service	Hours Per Pay Period
Through completion of the 9 th year:	4.616
Beginning of the 10 th year through completion of the 14 th year:	6.770
Beginning of the 15 th year and beyond:	7.692

Additionally, upon hire, Safety Executive Management Employees with 20 years of paid public service with any public agencies including the City of Arcadia and

any other public service organization, shall accumulate vacation at the rate of 7.692 hours per pay period, subject to the written approval of the City Manager.

D. MISCELLANEOUS MANAGEMENT & UNREPRESENTED CONF. EMPLOYEES

Miscellaneous Management and Confidential Employees, with the exception of temporary appointments, shall accumulate vacation for continuous years of fulltime service with the City of Arcadia, beginning with the first full pay period of employment, as shown below.

Continuous Years of Service	Hours Per Pay Period
Through completion of the 4 th year:	3.077
Beginning of the 5 th year through completion of the 9 th year:	4.616
Beginning of the 10 th year through completion of the 14 th year:	5.231
Beginning of the 15 th year and beyond:	6.154

D. BATTALION CHIEFS

Battalion Chiefs in the Fire Department on a 24-hour shift shall accumulate vacation for continuous years of fulltime service with the City of Arcadia, beginning with the first full pay period of employment, as shown below.

Continuous Years of Service	Hours Per Pay Period
Through completion of the 9 th year:	6.924
Beginning of the 10 th year through completion of the 14 th year:	10.154
Beginning of the 15 th year and beyond:	11.076

- A. Law Enforcement Recruits shall not accrue vacation leave.
- B. The City Manager may approve a higher vacation accrual rate based on total public agency work experience for new hires covered by this resolution.

SECTION 22. VACATION LEAVE

- A. **Required Use:** Executive and Management Employees shall take a minimum of 50% of their vacation days earned during the calendar year prior to the end of that calendar year.

- B. **Accrual Cap:** The remaining 50% of an Employee's vacation accrual shall be allowed to accumulate as shown below. Once an Employee has accumulated the maximum amount, no more vacation will be accrued by the Employee until the Employee's accrual has been reduced below the maximum amount.

Employee Class	Accrual Cap (Maximum)
Executive Management Employees, and the classifications of Police Captain, Police Lieutenant, and Deputy Fire Chief	500 hours
All Other Management Employees and Confidential Employees	0-4 years of service: 400 hours 5-9 years of service: 400 hours 10-14 years of service: 500 hours 15+ years of service: 500 hours

When through work circumstances and needs of the job, an Employee has been unable to utilize vacation time and this has not been a pattern or practice for that Employee, the City Manager for good cause may approve excess accumulated vacation carried forward into the next fiscal/calendar year.

- C. **Sell Back:** Employees may sell back vacation time each calendar year at the hourly rate earned at the time the Employee opts to sell the time back subject to the following limitations:

Employee Class	Sell Back Hours Per Calendar Year
Miscellaneous Executive Management Employees	Up to 120
Safety Executive Management Employees	Up to 140
Miscellaneous Management Employees	Up to 80
Police Safety Management Employees	Up to 100
Deputy Fire Chief	Up to 100
Fire Battalion Chief (40 hour workweek)	Up to 100
Fire Battalion Chief (56 hour workweek)	Up to 150
Confidential Employees	Up to the amount of vacation used, by the date of request, not to exceed 80 hours.

SECTION 23. SICK LEAVE FOR EXECUTIVE, MANAGEMENT, AND CONFIDENTIAL EMPLOYEES

- A. Executive, Management, and Confidential Employees, with the exception of temporary appointments, assigned to a 40 hour workweek, shall accrue sick leave beginning with the first full pay period of employment on the basis of 3.693 hours for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 96 hours. Management Employees assigned to a 56-hour workweek, with the exception of temporary appointments, shall accrue sick leave beginning with the first full pay period of employment on the basis of 5.54 hours for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 144 hours.
- B. Paid sick leave will carry over each year of employment. Executive and Management Employees shall be allowed unlimited accumulation of sick leave. Confidential Employees may accumulate up to a maximum of 1,500 hours.
- C. Except as provided hereinafter, sick leave means authorized absence from duty of an employee who is temporarily disabled and unable to work due to one of the following:
 - i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee
 - ii. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member, which includes parent (biological, adoptive, foster parent, step parent, legal guardian, or a person who stood loco parentis when employee was a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent
 - iii. For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1 (a).

An employee will make a reasonable effort to schedule medical appointments during non-working hours.

- D. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care of an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of

employment. The City Manager or designee may require a medical examination by a physician after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity.

For leave pertaining to an employee who is a victim of domestic violence, sexual assault, or stalking, the City Manager or designee may request certification for unscheduled absences beginning on the first day of paid sick leave.

- E. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section c. an employee may use up to one-half of their annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step-parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner.
- F. In case of absence due to illness, if the paid sick leave is foreseeable, the Employee shall notify their Department Director within reasonable advance notice. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 minutes.
- G. The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
- H. If an employee separates from employment with the City and is rehired within one year from separation, up to 48 hours or 6 days, whichever is greater depending on the employee's regular scheduled workday, of accrued and unused sick leave will be reinstated.
- I. Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:

Management Employees assigned to a 40-hour workweek

0 to 29 hours:	No accrual
30 to 59 hours:	1 hour
60 to 80 hours:	3.693 hours

Management Employees assigned to a 56-hour workweek

0 to 24 hours:	No accrual
25 to 55 hours:	2 hours
56 and above:	5.54 hours

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. Unused sick leave may be converted to retirement service credits, as may be permitted under applicable retirement system laws and regulations.

- J. Upon appointment, the City Manager may grant Department Directors a bank of sick leave, not to exceed 96 hours. This bank will be pro-rated for newly appointed Department Directors using five years as the maximum employment period and using 20% for each full year of employment. For example, a newly appointed Department Director that has been employed by the City for two years would be eligible for 40% of the 96 hours (rounded up to the next whole number).

SECTION 24. BEREAVEMENT LEAVE

At the time of death, or where death appears imminent, in the immediate family, an Employee, with the exception of temporary appointments, may be granted a leave of absence with pay, upon approval of the appointing power and the City Manager. Immediate family is defined as the spouse, the Employee or Employee's spouse's mother or stepmother, father or stepfather, brother or sister, child or stepchild, grandparents, grandchildren, domestic partner, or any relative of the Employee or Employee's spouse residing in the same household. Such leave, up to 4 working days at one time [or 6 working days if travel outside of the following Counties is required: Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo, and Ventura], shall not be charged against sick or other leave. If more than the maximum days of Bereavement Leave provided in this Section is granted at one time, that amount over the limit shall be charged against sick or other leave. For Employees assigned to 24 hours shifts, a "day" means 12 hours or 1/2 shift.

SECTION 25. MANAGEMENT LEAVE

Executive and Management Employees shall be provided between 0 and 80 hours of Management Leave per fiscal year on a pro-rata basis as determined by the City Manager. This determination shall be based upon work circumstances, needs of the position, and frequency of required attendance at after-hour meetings and conferences. Such leave time is not accumulable, nor will compensation be paid in lieu thereof under any circumstances. When through work circumstances and needs of the job, an Employee has been unable to utilize Management Leave and this has not been a pattern or practice for that Employee, the City Manager, for good cause, may approve excess accumulated Management Leave carried forward in the next fiscal year.

SECTION 26. WORKERS' COMPENSATION

In those instances where an Executive, Management, or Confidential Employee is injured on duty and the injury is so recognized by the Workers' Compensation Act, the City of Arcadia, or the Workers' Compensation Appeal Board, such Employee shall be paid a combination of Workers' Compensation benefits and salary which will result in payment to the Employee of a sum equal to gross base salary. This sum will be paid for such time as the Employee is absent from duty because of such injury up to a maximum of one year for Executive and Management and 10 months for Confidential Employees from and after the date of such injury. Lost time due to an injury on duty shall not be charged against an Employee's accumulated sick leave.

SECTION 27. JURY LEAVE

When an Employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay for up to 10 days per year. All days in excess of 10 days will not be compensated. The Employee shall remit to the City all fees received except mileage. For Employees assigned to an alternate workweek, pay for jury duty shall not be provided on regularly scheduled days off. The Employee shall be entitled to keep the fee paid for scheduled days off. Employees on Jury Service shall provide documentation that verifies attendance. If, after reporting for Jury Service, it is determined that the Employee's services are not required and the Employee is dismissed for the day, then the Employee, time permitting, is required to return to the job. Employees who cannot verify Jury Service attendance and Employees who do not return to work shall be subject to disciplinary action.

SECTION 28. COURT WITNESS LEAVE

An Employee who is subpoenaed or required to appear in court as a witness shall be deemed to be on leave of absence. With approval of the appointing power and City Manager, an Employee may be granted leave with pay during their required absence. The Employee shall remit to the City fees received except mileage. A paid leave of absence shall not be granted for time spent in Court on personal cases.

SECTION 29. MILITARY LEAVE

Any employee who is a member of the reserve corps of the Armed Forces of the United States or of the National Guard or the Naval Militia is entitled to a temporary military leave of absence as provided by applicable Federal Law and California State Law.

SECTION 30. LEAVE DONATIONS – INJURY/ILLNESS/DISABILITY

- A. Upon verification of information from a medical authority that an Employee or an Employee's family dependent living within their household, or the Employee's minor child, has been stricken by a serious/catastrophic illness or injury, and upon verification that the Employee is in danger of having their accumulated paid leave time depleted, an Employee may request, and the appointing power and City

Manager may determine that an Employee is eligible to receive donations of accumulated vacation/compensatory time.

- B. Upon determination that an Employee is eligible, a notice shall be distributed to all Employees advising that accumulated vacation leave or compensatory time hours may be donated to the eligible Employee.
- C. The minimum number of hours that may be donated by an Employee is 1 hour. The maximum donation by the Employee is 80 hours. Only full-hour increments of leave time are transferable. Donation of time is limited to accrued vacation or compensatory time, and does not include accrued sick leave, holidays, or any other accumulated leave.
- D. The Employee to whom the vacation/compensatory time is donated will be credited at the salary rate of the recipient, not the donor. Donated hours shall be converted to the dollar rate of the donor then transferred to hours at the recipient's rate.
- E. The donation of leave hours is irreversible. However, should the person receiving the donation not use all donated leave for the catastrophic illness/injury, the donor will not be charged for any unused hours.
- F. An Employee may not donate leave hours which would reduce their own total accrued leave balance of vacation, compensatory time, sick leave, and management leave to less than 160 hours.
- G. If any Employee is caring for a family dependent living within their household, or the Employee's minor child, their time away from work on donated leave shall not exceed 12 weeks in a 12 month period. A 12 month period is defined as a rolling period measured backward from the date leave is taken and continuous with each additional leave day taken.

SECTION 31. LEAVE DEDUCTIONS

Executive, Management, and Confidential Employees shall be deducted leave time (either sick, vacation, floating holiday, or management leave as appropriate) for absences from work for periods of less than a day (a full daily shift).

SECTION 32. HOLIDAYS

Executive, Management, and Confidential Employees other than Fire Safety Management Employees shall be allowed 8 hours (unless otherwise stated) of full pay for the following holidays:

New Year's Day
Martin Luther King Jr. Day
President's Day

January 1
The third Monday in January
The third Monday in February

Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Veteran's Day	November 11
Thanksgiving Day	The fourth Thursday in November
Day after Thanksgiving Day	The Friday following the fourth Thursday in November
Christmas Eve	December 24 (4 hours)
Christmas Day	December 25
New Year's Eve	December 31 (4 hours)
Floating Holiday	In lieu of Admission Day
Floating Holiday	(not assigned to a specific holiday)

Every day appointed by the City Council for a public fast, thanksgiving, or holiday.

- A. Whenever New Year's Day (January 1) Independence Day (July 4), Veteran's Day (November 11), or Christmas Day (December 25) falls on a Saturday or Sunday, the Friday preceding or the Monday following, respectively, shall be designated as the holiday.
- B. Floating holidays are to be scheduled by the Employee in the same manner as vacation leave and do not carry over into subsequent fiscal years. Failure to timely schedule the days off shall result in their loss.
- C. Full-time Employees in the Executive, Management, and Confidential unit employed on July 1 of the fiscal year shall conditionally accrue 8 hours of floating holiday for the aforementioned Holidays. If the Employee uses floating holiday leave and separates from City employment before the date upon which the floating holiday is designated (Admission Day), said floating holiday leave shall be repaid to the City through payroll deduction or deducted from the Employee's vacation leave bank. Employees hired after the beginning of the fiscal year shall accrue floating holidays only if the Employee is employed before the date on which the floating holiday is based (Admission Day). As an example, an Employee hired on July 15, would receive a floating holiday for Admission Day for that fiscal year. However, if that same Employee was hired on March 15, the Employee would not receive any floating holiday benefit for that fiscal year.
- D. A non-exempt Employee required to work or attend a class or function on any holiday allowed by this Section shall be paid for the holiday, and in addition, shall be compensated in accordance with the Fair Labor Standards Act (FLSA) applicable overtime rules in calculating regular rate of pay. The regular rate of pay calculation includes Longevity Pay. A holiday allowed by this Section occurring during any leave of absence shall be added to the number of working days' leave of absence to which such Employee is entitled.

- E. Executive Management, and Confidential Employees assigned to an alternate workweek may use accrued vacation time, accrued compensatory time, floating holiday time, or unpaid leave to make up the difference between the provided hours of holiday pay and the actual number of regularly scheduled working hours for a designated holiday.
- F. Executive, Management, and Confidential Employees who are assigned to an alternate work schedule shall receive 1 extra hour of holiday for any holiday that falls on a scheduled workday of 9 hours or more. For example, if a holiday falls on a day that an Employee is scheduled to work 9 hours, the Employee shall receive 9 hours of holiday pay.
- G. Management Employees assigned to the Fire Department and working a 56-hour workweek shall be limited to allow the following 12 hour holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Admission Day
President's Day	Columbus Day
Cesar Chavez Day	Thanksgiving Day
Independence Day	The Day After Thanksgiving
Labor Day	Christmas

In lieu of time off, the position of Battalion Chief working a 56-hour workweek shall receive 144 hours of regular rate of pay.

- H. The positions of Police Captain and Police Lieutenant have the option of receiving up to 25 hours of floating holiday pay in cash in lieu of taking the time off.

SECTION 33. SEVERANCE PAY

- A. An Employee, with the exception of temporary appointments and Department Directors, whose position is abolished or vacated by a reduction in workload or lack of funds and has at least 1 year of consecutive full-time service with the City shall receive, upon termination, severance pay. Severance pay shall be a lump sum payment equal to 1/5th of an Employee's previous month's salary times the number of years of consecutive service, not to exceed 10 years of service. Additionally, the City shall: 1) contract with a mental health carrier to provide transitional counseling services to affected Employees for up to 3 months; and 2) contract with a displacement service provider to provide professional guidance and assistance for the laid off Employee in their employment search for up to 3 months. The displaced Employee shall also receive one full month of paid health insurance (at the Employee's current coverage) in addition to any coverage remaining in the month of layoff.

- B. A Department Director whose position is abolished or vacated by a reduction in workload or lack of funds, or who is involuntarily removed from their position and has at least 1 year of consecutive full-time service with the City may receive, upon termination, severance pay. Severance pay as authorized by the City Manager, shall be a lump sum payment, and can be any amount up to 6 months' salary. The displaced Employee shall also receive paid health insurance (at the Employee's current coverage) in addition to any coverage remaining in the month of layoff or termination. The amount of paid health insurance coverage shall be equal to the length of the severance pay that was granted under this paragraph. At the discretion of the City Council, the severance pay and continuation of health benefits may be increased for an additional period of time.

SECTION 34. WORKDAY SCHEDULES

A workday shall be defined as an 8-hour period for all City Employees, with the exception that Fire Employees assigned to 24-hour shift; a day means a 12-hour period. A workday may be defined differently if an Employee is assigned to an alternative work schedule. An Employee who changes between an 8-hour and a 12-hour day shall have leave hours recalculated on the basis of the number of hours worked.

SECTION 35. Y-RATING – MANAGEMENT EMPLOYEES

Y-Rating occurs when a position is reclassified to a lower salary range and where an incumbent Employee continues to hold their current salary until the "Y-rating" process brings the Employee's salary to the top step of the new salary range for that position. Y-rating shall not be permissible for Executive Management Employees.

If a Y-Rated salary of an Employee is greater than 7.5% than the top step of a newly established salary range, then the Y-Rated salary shall be reduced by up to 5% the first pay period in January, and up to 5% the first pay period in July, until the range of the Y-Rated salary is equal to or less than the top step of the new salary range.

SECTION 36. SICK LEAVE FOR PART TIME UNREPRESENTED EMPLOYEES, INCLUDING LAW ENFORCEMENT RECRUITS

- A. Part-Time Unrepresented Employees, including Law Enforcement Recruits, shall accrue sick leave beginning with the first full pay period of employment on the basis of 1 hour for every 30 hours worked. The maximum accrual per year is 48 hours.

Paid sick leave will carry over each year of employment however an employee may only accumulate up to a maximum of 48 hours or 6 days, whichever is greater depending on the employee's regular scheduled workday, of sick leave with pay.

- B. If an employee separates from employment and is rehired within one year from separation, up to 48 hours or 6 days, whichever is greater depending on the

employee's regular scheduled workday, of accrued and unused sick leave will be reinstated.

- C. A waiting period of 90 days is required before an employee may be eligible to use paid sick leave. An employee who is rehired within one year from their date of separation, and who worked at least 90 days in the initial employment with the City may immediately use reinstated sick leave. An employee who had not worked 90 days in the initial employment with the City must work the remaining amount of the 90-day qualifying period to be able to use accrued sick leave with pay.
- D. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventive care of an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment. The City Manager or designee may require a medical examination by a physician after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled workday, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity

For leave pertaining to an employee who is a victim of domestic violence, sexual assault, or stalking, the City Manager or designee may request certification for unscheduled absences beginning on the first day of paid sick leave.

- E. Sick leave means paid authorized absence from duty of an Employee who is temporarily disabled and unable to work due to one of the following:
 - i. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee
 - ii. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member, which includes parent (biological, adoptive, foster parent, step parent, legal guardian, or a person who stood loco parentis when employee was a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild, or grandparent
 - iii. For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1 (a).

An employee will make a reasonable effort to schedule medical appointments during non-working hours.

- F. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section d. an employee may use up to one-half of his/her annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during non-working hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step-parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner.
- G. In case of absence due to illness, if the paid sick leave is foreseeable, the Employee shall notify their supervisor within reasonable advance notice. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 minutes.
- H. The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.
- I. Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:

0 to 29 hours:	No accrual
30 to 59 hours:	1 hour
60 to 80 hours:	2 hours

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment.

SECTION 37. FRINGE BENEFITS – ELIGIBILITY

The City Council, Executive, Management, Confidential Employees, and Unrepresented benefitted Employees, as defined in Section 2 (including only those Employees who at minimum receive CalPERS Retirement Benefits and Health Insurance contributions) not represented by a recognized Employee organization, with the exception of temporary appointments, shall be entitled to receive the benefits provided by the City of Arcadia as specified in the Resolution adopting said benefits.

Part-Time Unrepresented Employees as defined in Section 2 shall be entitled to receive the sick leave benefits as provided in Section 36.

SECTION 38. AMENDMENTS

Any modifications or amendments to the terms of this Resolution shall be implemented by a City Council approved Resolution directing inclusion of the modification or amendment as part of this Resolution.

SECTION 39. CERTIFICATION – ADOPTION OF RESOLUTION

The City Clerk shall certify to the adoption of Resolution No.7383. Passed, approved and adopted this 5th day of October 2021.

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2021 - JUNE 30, 2022
EXECUTIVE MANAGEMENT/ASSISTANT CITY MANAGER - 3.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
89E	Director of Library & Museum Services Director of Recreation & Community Services	\$ 10,972	\$ 11,248	\$ 11,527	\$ 11,817	\$ 12,112	\$ 12,416	\$ 12,724	\$ 13,041	\$ 13,365	\$ 13,702
90E		\$ 11,248	\$ 11,527	\$ 11,817	\$ 12,112	\$ 12,416	\$ 12,724	\$ 13,041	\$ 13,365	\$ 13,702	\$ 14,044
91E		\$ 11,527	\$ 11,817	\$ 12,112	\$ 12,416	\$ 12,724	\$ 13,041	\$ 13,365	\$ 13,702	\$ 14,044	\$ 14,396
92E		\$ 11,817	\$ 12,112	\$ 12,416	\$ 12,724	\$ 13,041	\$ 13,365	\$ 13,702	\$ 14,044	\$ 14,396	\$ 14,754
93E		\$ 12,112	\$ 12,416	\$ 12,724	\$ 13,041	\$ 13,365	\$ 13,702	\$ 14,044	\$ 14,396	\$ 14,754	\$ 15,122
94E		\$ 12,416	\$ 12,724	\$ 13,041	\$ 13,365	\$ 13,702	\$ 14,044	\$ 14,396	\$ 14,754	\$ 15,122	\$ 15,500
95E		\$ 12,724	\$ 13,041	\$ 13,365	\$ 13,702	\$ 14,044	\$ 14,396	\$ 14,754	\$ 15,122	\$ 15,500	\$ 15,891
96E	Public Works Services Director	\$ 13,041	\$ 13,365	\$ 13,702	\$ 14,044	\$ 14,396	\$ 14,754	\$ 15,122	\$ 15,500	\$ 15,891	\$ 16,286
97E	Administrative Services Director	\$ 13,365	\$ 13,702	\$ 14,044	\$ 14,396	\$ 14,754	\$ 15,122	\$ 15,500	\$ 15,891	\$ 16,286	\$ 16,694
98E	Assistant City Manager/ Development Services Director	\$ 13,702	\$ 14,044	\$ 14,396	\$ 14,754	\$ 15,122	\$ 15,500	\$ 15,891	\$ 16,286	\$ 16,694	\$ 17,110

SAFETY EXECUTIVE MANAGEMENT - 3.0% COLA

99SE	Fire Chief	\$ 14,468	\$ 14,832	\$ 15,203	\$ 15,583	\$ 15,972	\$ 16,372	\$ 16,781	\$ 17,201	\$ 17,634	\$ 18,072
100SE	Police Chief	\$ 14,832	\$ 15,203	\$ 15,583	\$ 15,972	\$ 16,372	\$ 16,781	\$ 17,201	\$ 17,634	\$ 18,072	\$ 18,526

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2022 - JUNE 30, 2023
EXECUTIVE MANAGEMENT/ASSISTANT CITY MANAGER - 3.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
89E	Director of Library & Museum Services Director of Recreation & Community Services	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113
90E		\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113	\$ 14,465
91E		\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113	\$ 14,465	\$ 14,828
92E		\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113	\$ 14,465	\$ 14,828	\$ 15,197
93E		\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113	\$ 14,465	\$ 14,828	\$ 15,197	\$ 15,576
94E		\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113	\$ 14,465	\$ 14,828	\$ 15,197	\$ 15,576	\$ 15,965
95E		\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113	\$ 14,465	\$ 14,828	\$ 15,197	\$ 15,576	\$ 15,965	\$ 16,368
96E	Public Works Services Director	\$ 13,432	\$ 13,766	\$ 14,113	\$ 14,465	\$ 14,828	\$ 15,197	\$ 15,576	\$ 15,965	\$ 16,368	\$ 16,775
97E	Administrative Services Director	\$ 13,766	\$ 14,113	\$ 14,465	\$ 14,828	\$ 15,197	\$ 15,576	\$ 15,965	\$ 16,368	\$ 16,775	\$ 17,195
98E	Assistant City Manager/ Development Services Director	\$ 14,113	\$ 14,465	\$ 14,828	\$ 15,197	\$ 15,576	\$ 15,965	\$ 16,368	\$ 16,775	\$ 17,195	\$ 17,623

SAFETY EXECUTIVE MANAGEMENT - 4.0% COLA

99SE	Fire Chief	\$ 15,047	\$ 15,425	\$ 15,811	\$ 16,206	\$ 16,611	\$ 17,027	\$ 17,452	\$ 17,889	\$ 18,339	\$ 18,795
100SE	Police Chief	\$ 15,425	\$ 15,811	\$ 16,206	\$ 16,611	\$ 17,027	\$ 17,452	\$ 17,889	\$ 18,339	\$ 18,795	\$ 19,267

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2023 - JUNE 30, 2024
EXECUTIVE MANAGEMENT/ASSISTANT CITY MANAGER - 4.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
89E	Director of Library & Museum Services Director of Recreation & Community Services	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678
90E		\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044
91E		\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044	\$ 15,421
92E		\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044	\$ 15,421	\$ 15,805
93E		\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044	\$ 15,421	\$ 15,805	\$ 16,199
94E		\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044	\$ 15,421	\$ 15,805	\$ 16,199	\$ 16,604
95E		\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044	\$ 15,421	\$ 15,805	\$ 16,199	\$ 16,604	\$ 17,023
96E	Public Works Services Director	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044	\$ 15,421	\$ 15,805	\$ 16,199	\$ 16,604	\$ 17,023	\$ 17,446
97E	Administrative Services Director	\$ 14,317	\$ 14,678	\$ 15,044	\$ 15,421	\$ 15,805	\$ 16,199	\$ 16,604	\$ 17,023	\$ 17,446	\$ 17,883
98E	Assistant City Manager/ Development Services Director	\$ 14,678	\$ 15,044	\$ 15,421	\$ 15,805	\$ 16,199	\$ 16,604	\$ 17,023	\$ 17,446	\$ 17,883	\$ 18,328

SAFETY EXECUTIVE MANAGEMENT - 5.0% COLA

99SE	Fire Chief	\$ 15,799	\$ 16,196	\$ 16,602	\$ 17,016	\$ 17,442	\$ 17,878	\$ 18,325	\$ 18,783	\$ 19,256	\$ 19,735
100SE	Police Chief	\$ 16,196	\$ 16,602	\$ 17,016	\$ 17,442	\$ 17,878	\$ 18,325	\$ 18,783	\$ 19,256	\$ 19,735	\$ 20,230

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2021 - JUNE 30, 2022
MANAGEMENT - 3.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
58M	Management Aide	\$ 5,102	\$ 5,231	\$ 5,361	\$ 5,495	\$ 5,634	\$ 5,772	\$ 5,921	\$ 6,064	\$ 6,215	\$ 6,372
59M	Buyer	\$ 5,231	\$ 5,361	\$ 5,495	\$ 5,634	\$ 5,772	\$ 5,921	\$ 6,064	\$ 6,215	\$ 6,372	\$ 6,532
60M		\$ 5,361	\$ 5,495	\$ 5,634	\$ 5,772	\$ 5,921	\$ 6,064	\$ 6,215	\$ 6,372	\$ 6,532	\$ 6,694
61M		\$ 5,495	\$ 5,634	\$ 5,772	\$ 5,921	\$ 6,064	\$ 6,215	\$ 6,372	\$ 6,532	\$ 6,694	\$ 6,864
62M		\$ 5,634	\$ 5,772	\$ 5,921	\$ 6,064	\$ 6,215	\$ 6,372	\$ 6,532	\$ 6,694	\$ 6,864	\$ 7,034
63M	Accountant Recreation Supervisor	\$ 5,772	\$ 5,921	\$ 6,064	\$ 6,215	\$ 6,372	\$ 6,532	\$ 6,694	\$ 6,864	\$ 7,034	\$ 7,210
64M		\$ 5,921	\$ 6,064	\$ 6,215	\$ 6,372	\$ 6,532	\$ 6,694	\$ 6,864	\$ 7,034	\$ 7,210	\$ 7,389
65M		\$ 6,064	\$ 6,215	\$ 6,372	\$ 6,532	\$ 6,694	\$ 6,864	\$ 7,034	\$ 7,210	\$ 7,389	\$ 7,575
66M		\$ 6,215	\$ 6,372	\$ 6,532	\$ 6,694	\$ 6,864	\$ 7,034	\$ 7,210	\$ 7,389	\$ 7,575	\$ 7,764
67M	Human Resources Analyst	\$ 6,372	\$ 6,532	\$ 6,694	\$ 6,864	\$ 7,034	\$ 7,210	\$ 7,389	\$ 7,575	\$ 7,764	\$ 7,959
68M	Crime Analyst/Investigative Support Specialist Maintenance Contracts Officer Management Analyst	\$ 6,532	\$ 6,694	\$ 6,864	\$ 7,034	\$ 7,210	\$ 7,389	\$ 7,575	\$ 7,764	\$ 7,959	\$ 8,159
69M	Senior Accountant	\$ 6,694	\$ 6,864	\$ 7,034	\$ 7,210	\$ 7,389	\$ 7,575	\$ 7,764	\$ 7,959	\$ 8,159	\$ 8,361
70M		\$ 6,864	\$ 7,034	\$ 7,210	\$ 7,389	\$ 7,575	\$ 7,764	\$ 7,959	\$ 8,159	\$ 8,361	\$ 8,571
71M		\$ 7,034	\$ 7,210	\$ 7,389	\$ 7,575	\$ 7,764	\$ 7,959	\$ 8,159	\$ 8,361	\$ 8,571	\$ 8,787
72M	Environmental Services Officer Police Records Manager Senior Human Resources Analyst Senior Management Analyst Transportation Services Manager	\$ 7,210	\$ 7,389	\$ 7,575	\$ 7,764	\$ 7,959	\$ 8,159	\$ 8,361	\$ 8,571	\$ 8,787	\$ 9,005
73M		\$ 7,389	\$ 7,575	\$ 7,764	\$ 7,959	\$ 8,159	\$ 8,361	\$ 8,571	\$ 8,787	\$ 9,005	\$ 9,230
74M	Chief Deputy City Clerk/Records Manager	\$ 7,575	\$ 7,764	\$ 7,959	\$ 8,159	\$ 8,361	\$ 8,571	\$ 8,787	\$ 9,005	\$ 9,230	\$ 9,461
75M	Accounting Supervisor	\$ 7,764	\$ 7,959	\$ 8,159	\$ 8,361	\$ 8,571	\$ 8,787	\$ 9,005	\$ 9,230	\$ 9,461	\$ 9,697
76M		\$ 7,959	\$ 8,159	\$ 8,361	\$ 8,571	\$ 8,787	\$ 9,005	\$ 9,230	\$ 9,461	\$ 9,697	\$ 9,941
77M		\$ 8,159	\$ 8,361	\$ 8,571	\$ 8,787	\$ 9,005	\$ 9,230	\$ 9,461	\$ 9,697	\$ 9,941	\$ 10,188
78M	Assistant to the City Manager Assistant Director of Recreation and Community Services General Services Superintendent Library Services Manager Planning Services Manager Streets Superintendent Utilities Superintendent	\$ 8,361	\$ 8,571	\$ 8,787	\$ 9,005	\$ 9,230	\$ 9,461	\$ 9,697	\$ 9,941	\$ 10,188	\$ 10,443
79M	Information Technology Manager Principal Civil Engineer	\$ 8,571	\$ 8,787	\$ 9,005	\$ 9,230	\$ 9,461	\$ 9,697	\$ 9,941	\$ 10,188	\$ 10,443	\$ 10,705
80M	Fire Marshal	\$ 8,787	\$ 9,005	\$ 9,230	\$ 9,461	\$ 9,697	\$ 9,941	\$ 10,188	\$ 10,443	\$ 10,705	\$ 10,972

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2021 - JUNE 30, 2022
MANAGEMENT - 3.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
81M		\$ 9,005	\$ 9,230	\$ 9,461	\$ 9,697	\$ 9,941	\$ 10,188	\$ 10,443	\$ 10,705	\$ 10,972	\$ 11,248
82M	Building Official Economic Development Manager	\$ 9,230	\$ 9,461	\$ 9,697	\$ 9,941	\$ 10,188	\$ 10,443	\$ 10,705	\$ 10,972	\$ 11,248	\$ 11,527
83M		\$ 9,461	\$ 9,697	\$ 9,941	\$ 10,188	\$ 10,443	\$ 10,705	\$ 10,972	\$ 11,248	\$ 11,527	\$ 11,817
84M		\$ 9,697	\$ 9,941	\$ 10,188	\$ 10,443	\$ 10,705	\$ 10,972	\$ 11,248	\$ 11,527	\$ 11,817	\$ 12,112
85M		\$ 9,941	\$ 10,188	\$ 10,443	\$ 10,705	\$ 10,972	\$ 11,248	\$ 11,527	\$ 11,817	\$ 12,112	\$ 12,416
86M	Financial Services Manager/Treasurer Human Resources Administrator	\$ 10,188	\$ 10,443	\$ 10,705	\$ 10,972	\$ 11,248	\$ 11,527	\$ 11,817	\$ 12,112	\$ 12,416	\$ 12,724
87M	Community Development Administrator Deputy City Manager Deputy Public Works Services Director	\$ 10,443	\$ 10,705	\$ 10,972	\$ 11,248	\$ 11,527	\$ 11,817	\$ 12,112	\$ 12,416	\$ 12,724	\$ 13,041
88M		\$ 10,705	\$ 10,972	\$ 11,248	\$ 11,527	\$ 11,817	\$ 12,112	\$ 12,416	\$ 12,724	\$ 13,041	\$ 13,365
89M		\$ 10,972	\$ 11,248	\$ 11,527	\$ 11,817	\$ 12,112	\$ 12,416	\$ 12,724	\$ 13,041	\$ 13,365	\$ 13,702
90M		\$ 11,248	\$ 11,527	\$ 11,817	\$ 12,112	\$ 12,416	\$ 12,724	\$ 13,041	\$ 13,365	\$ 13,702	\$ 14,044
91M	Deputy Director of Development Services/City Engineer	\$ 11,527	\$ 11,817	\$ 12,112	\$ 12,416	\$ 12,724	\$ 13,041	\$ 13,365	\$ 13,702	\$ 14,044	\$ 14,396

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2022 - JUNE 30, 2023
MANAGEMENT - 3.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
58M	Management Aide	\$ 5,255	\$ 5,388	\$ 5,522	\$ 5,660	\$ 5,803	\$ 5,945	\$ 6,099	\$ 6,246	\$ 6,401	\$ 6,563
59M	Buyer	\$ 5,388	\$ 5,522	\$ 5,660	\$ 5,803	\$ 5,945	\$ 6,099	\$ 6,246	\$ 6,401	\$ 6,563	\$ 6,728
60M		\$ 5,522	\$ 5,660	\$ 5,803	\$ 5,945	\$ 6,099	\$ 6,246	\$ 6,401	\$ 6,563	\$ 6,728	\$ 6,895
61M		\$ 5,660	\$ 5,803	\$ 5,945	\$ 6,099	\$ 6,246	\$ 6,401	\$ 6,563	\$ 6,728	\$ 6,895	\$ 7,070
62M		\$ 5,803	\$ 5,945	\$ 6,099	\$ 6,246	\$ 6,401	\$ 6,563	\$ 6,728	\$ 6,895	\$ 7,070	\$ 7,245
63M	Accountant Recreation Supervisor	\$ 5,945	\$ 6,099	\$ 6,246	\$ 6,401	\$ 6,563	\$ 6,728	\$ 6,895	\$ 7,070	\$ 7,245	\$ 7,426
64M		\$ 6,099	\$ 6,246	\$ 6,401	\$ 6,563	\$ 6,728	\$ 6,895	\$ 7,070	\$ 7,245	\$ 7,426	\$ 7,611
65M		\$ 6,246	\$ 6,401	\$ 6,563	\$ 6,728	\$ 6,895	\$ 7,070	\$ 7,245	\$ 7,426	\$ 7,611	\$ 7,802
66M		\$ 6,401	\$ 6,563	\$ 6,728	\$ 6,895	\$ 7,070	\$ 7,245	\$ 7,426	\$ 7,611	\$ 7,802	\$ 7,997
67M	Human Resources Analyst	\$ 6,563	\$ 6,728	\$ 6,895	\$ 7,070	\$ 7,245	\$ 7,426	\$ 7,611	\$ 7,802	\$ 7,997	\$ 8,198
68M	Crime Analyst/Investigative Support Specialist Maintenance Contracts Officer Management Analyst	\$ 6,728	\$ 6,895	\$ 7,070	\$ 7,245	\$ 7,426	\$ 7,611	\$ 7,802	\$ 7,997	\$ 8,198	\$ 8,404
69M	Senior Accountant	\$ 6,895	\$ 7,070	\$ 7,245	\$ 7,426	\$ 7,611	\$ 7,802	\$ 7,997	\$ 8,198	\$ 8,404	\$ 8,612
70M		\$ 7,070	\$ 7,245	\$ 7,426	\$ 7,611	\$ 7,802	\$ 7,997	\$ 8,198	\$ 8,404	\$ 8,612	\$ 8,828
71M		\$ 7,245	\$ 7,426	\$ 7,611	\$ 7,802	\$ 7,997	\$ 8,198	\$ 8,404	\$ 8,612	\$ 8,828	\$ 9,051
72M	Environmental Services Officer Police Records Manager Senior Human Resources Analyst Senior Management Analyst Transportation Services Manager	\$ 7,426	\$ 7,611	\$ 7,802	\$ 7,997	\$ 8,198	\$ 8,404	\$ 8,612	\$ 8,828	\$ 9,051	\$ 9,275
73M		\$ 7,611	\$ 7,802	\$ 7,997	\$ 8,198	\$ 8,404	\$ 8,612	\$ 8,828	\$ 9,051	\$ 9,275	\$ 9,507
74M	Chief Deputy City Clerk/Records Manager	\$ 7,802	\$ 7,997	\$ 8,198	\$ 8,404	\$ 8,612	\$ 8,828	\$ 9,051	\$ 9,275	\$ 9,507	\$ 9,745
75M	Accounting Supervisor	\$ 7,997	\$ 8,198	\$ 8,404	\$ 8,612	\$ 8,828	\$ 9,051	\$ 9,275	\$ 9,507	\$ 9,745	\$ 9,988
76M		\$ 8,198	\$ 8,404	\$ 8,612	\$ 8,828	\$ 9,051	\$ 9,275	\$ 9,507	\$ 9,745	\$ 9,988	\$ 10,239
77M		\$ 8,404	\$ 8,612	\$ 8,828	\$ 9,051	\$ 9,275	\$ 9,507	\$ 9,745	\$ 9,988	\$ 10,239	\$ 10,494
78M	Assistant to the City Manager Assistant Director of Recreation and Community Services General Services Superintendent Library Services Manager Planning Services Manager Streets Superintendent Utilities Superintendent	\$ 8,612	\$ 8,828	\$ 9,051	\$ 9,275	\$ 9,507	\$ 9,745	\$ 9,988	\$ 10,239	\$ 10,494	\$ 10,756
79M	Information Technology Manager Principal Civil Engineer	\$ 8,828	\$ 9,051	\$ 9,275	\$ 9,507	\$ 9,745	\$ 9,988	\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026
80M	Fire Marshal	\$ 9,051	\$ 9,275	\$ 9,507	\$ 9,745	\$ 9,988	\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2022 - JUNE 30, 2023
MANAGEMENT - 3.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
81M		\$ 9,275	\$ 9,507	\$ 9,745	\$ 9,988	\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585
82M	Building Official Economic Development Manager	\$ 9,507	\$ 9,745	\$ 9,988	\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873
83M		\$ 9,745	\$ 9,988	\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172
84M		\$ 9,988	\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475
85M		\$ 10,239	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788
86M	Financial Services Manager/Treasurer Human Resources Administrator	\$ 10,494	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106
87M	Community Development Administrator Deputy City Manager Deputy Public Works Services Director	\$ 10,756	\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432
88M		\$ 11,026	\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766
89M		\$ 11,301	\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113
90M		\$ 11,585	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113	\$ 14,465
91M	Deputy Director of Development Services/City Engineer	\$ 11,873	\$ 12,172	\$ 12,475	\$ 12,788	\$ 13,106	\$ 13,432	\$ 13,766	\$ 14,113	\$ 14,465	\$ 14,828

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2023 - JUNE 30, 2024
MANAGEMENT - 4.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
58M	Management Aide	\$ 5,465	\$ 5,604	\$ 5,743	\$ 5,886	\$ 6,035	\$ 6,183	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826
59M	Buyer	\$ 5,604	\$ 5,743	\$ 5,886	\$ 6,035	\$ 6,183	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997
60M		\$ 5,743	\$ 5,886	\$ 6,035	\$ 6,183	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171
61M		\$ 5,886	\$ 6,035	\$ 6,183	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353
62M		\$ 6,035	\$ 6,183	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535
63M	Accountant Recreation Supervisor	\$ 6,183	\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723
64M		\$ 6,343	\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915
65M		\$ 6,496	\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114
66M		\$ 6,657	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317
67M	Human Resources Analyst	\$ 6,826	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526
68M	Crime Analyst/Investigative Support Specialist Maintenance Contracts Officer Management Analyst	\$ 6,997	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740
69M	Senior Accountant	\$ 7,171	\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956
70M		\$ 7,353	\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181
71M		\$ 7,535	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413
72M	Environmental Services Officer Police Records Manager Senior Human Resources Analyst Senior Management Analyst Transportation Services Manager	\$ 7,723	\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646
73M		\$ 7,915	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887
74M	Chief Deputy City Clerk/Records Manager	\$ 8,114	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135
75M	Accounting Supervisor	\$ 8,317	\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388
76M		\$ 8,526	\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649
77M		\$ 8,740	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914
78M	Assistant to the City Manager Assistant Director of Recreation and Community Services General Services Superintendent Library Services Manager Planning Services Manager Streets Superintendent Utilities Superintendent	\$ 8,956	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186
79M	Information Technology Manager Principal Civil Engineer	\$ 9,181	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467
80M	Fire Marshal	\$ 9,413	\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2023 - JUNE 30, 2024
MANAGEMENT - 4.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
81M		\$ 9,646	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048
82M	Building Official Economic Development Manager	\$ 9,887	\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348
83M		\$ 10,135	\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659
84M		\$ 10,388	\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974
85M		\$ 10,649	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300
86M	Financial Services Manager/Treasurer Human Resources Administrator	\$ 10,914	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630
87M	Community Development Administrator Deputy City Manager Deputy Public Works Services Director	\$ 11,186	\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969
88M		\$ 11,467	\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317
89M		\$ 11,753	\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678
90M		\$ 12,048	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044
91M	Deputy Director of Development Services/City Engineer	\$ 12,348	\$ 12,659	\$ 12,974	\$ 13,300	\$ 13,630	\$ 13,969	\$ 14,317	\$ 14,678	\$ 15,044	\$ 15,421

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2021 - JUNE 30, 2022
Safety Management - 3.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
910	Police Lieutenant	\$ 11,530	\$ 11,818	\$ 12,113	\$ 12,416	\$ 12,728	\$ 13,043	\$ 13,370	\$ 13,704	\$ 14,049	\$ 14,398
920	Fire Battalion Chief	\$ 11,818	\$ 12,113	\$ 12,416	\$ 12,728	\$ 13,043	\$ 13,370	\$ 13,704	\$ 14,049	\$ 14,398	\$ 14,758
930		\$ 12,113	\$ 12,416	\$ 12,728	\$ 13,043	\$ 13,370	\$ 13,704	\$ 14,049	\$ 14,398	\$ 14,758	\$ 15,128
940		\$ 12,416	\$ 12,728	\$ 13,043	\$ 13,370	\$ 13,704	\$ 14,049	\$ 14,398	\$ 14,758	\$ 15,128	\$ 15,505
950		\$ 12,728	\$ 13,043	\$ 13,370	\$ 13,704	\$ 14,049	\$ 14,398	\$ 14,758	\$ 15,128	\$ 15,505	\$ 15,895
960	Deputy Fire Chief Police Captain	\$ 13,043	\$ 13,370	\$ 13,704	\$ 14,049	\$ 14,398	\$ 14,758	\$ 15,128	\$ 15,505	\$ 15,895	\$ 16,292

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2022 - JUNE 30, 2023
Safety Management - 4.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
910	Police Lieutenant	\$ 11,992	\$ 12,291	\$ 12,598	\$ 12,913	\$ 13,237	\$ 13,565	\$ 13,905	\$ 14,252	\$ 14,611	\$ 14,974
920	Fire Battalion Chief	\$ 12,291	\$ 12,598	\$ 12,913	\$ 13,237	\$ 13,565	\$ 13,905	\$ 14,252	\$ 14,611	\$ 14,974	\$ 15,348
930		\$ 12,598	\$ 12,913	\$ 13,237	\$ 13,565	\$ 13,905	\$ 14,252	\$ 14,611	\$ 14,974	\$ 15,348	\$ 15,733
940		\$ 12,913	\$ 13,237	\$ 13,565	\$ 13,905	\$ 14,252	\$ 14,611	\$ 14,974	\$ 15,348	\$ 15,733	\$ 16,125
950		\$ 13,237	\$ 13,565	\$ 13,905	\$ 14,252	\$ 14,611	\$ 14,974	\$ 15,348	\$ 15,733	\$ 16,125	\$ 16,530
960	Deputy Fire Chief Police Captain	\$ 13,565	\$ 13,905	\$ 14,252	\$ 14,611	\$ 14,974	\$ 15,348	\$ 15,733	\$ 16,125	\$ 16,530	\$ 16,943

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2023 - JUNE 30, 2024
Safety Management - 5.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
910	Police Lieutenant	\$ 12,591	\$ 12,905	\$ 13,228	\$ 13,558	\$ 13,899	\$ 14,243	\$ 14,600	\$ 14,965	\$ 15,341	\$ 15,723
920	Fire Battalion Chief	\$ 12,905	\$ 13,228	\$ 13,558	\$ 13,899	\$ 14,243	\$ 14,600	\$ 14,965	\$ 15,341	\$ 15,723	\$ 16,115
930		\$ 13,228	\$ 13,558	\$ 13,899	\$ 14,243	\$ 14,600	\$ 14,965	\$ 15,341	\$ 15,723	\$ 16,115	\$ 16,519
940		\$ 13,558	\$ 13,899	\$ 14,243	\$ 14,600	\$ 14,965	\$ 15,341	\$ 15,723	\$ 16,115	\$ 16,519	\$ 16,931
950		\$ 13,899	\$ 14,243	\$ 14,600	\$ 14,965	\$ 15,341	\$ 15,723	\$ 16,115	\$ 16,519	\$ 16,931	\$ 17,357
960	Deputy Fire Chief Police Captain	\$ 14,243	\$ 14,600	\$ 14,965	\$ 15,341	\$ 15,723	\$ 16,115	\$ 16,519	\$ 16,931	\$ 17,357	\$ 17,790

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2021 - JUNE 30, 2022
UNREPRESENTED - 3.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
56U	Human Resources Technician	\$ 4,724	\$ 4,843	\$ 4,966	\$ 5,087	\$ 5,216	\$ 5,345	\$ 5,481	\$ 5,615	\$ 5,756	\$ 5,899
57U		\$ 4,843	\$ 4,966	\$ 5,087	\$ 5,216	\$ 5,345	\$ 5,481	\$ 5,615	\$ 5,756	\$ 5,899	\$ 6,047
58U		\$ 4,966	\$ 5,087	\$ 5,216	\$ 5,345	\$ 5,481	\$ 5,615	\$ 5,756	\$ 5,899	\$ 6,047	\$ 6,199
59U		\$ 5,087	\$ 5,216	\$ 5,345	\$ 5,481	\$ 5,615	\$ 5,756	\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354
60U	Executive Assistant	\$ 5,216	\$ 5,345	\$ 5,481	\$ 5,615	\$ 5,756	\$ 5,899	\$ 6,047	\$ 6,199	\$ 6,354	\$ 6,513

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2022 - JUNE 30, 2023
UNREPRESENTED - 3.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
56U	Human Resources Technician	\$ 4,865	\$ 4,989	\$ 5,115	\$ 5,240	\$ 5,373	\$ 5,506	\$ 5,645	\$ 5,784	\$ 5,929	\$ 6,076
57U		\$ 4,989	\$ 5,115	\$ 5,240	\$ 5,373	\$ 5,506	\$ 5,645	\$ 5,784	\$ 5,929	\$ 6,076	\$ 6,229
58U		\$ 5,115	\$ 5,240	\$ 5,373	\$ 5,506	\$ 5,645	\$ 5,784	\$ 5,929	\$ 6,076	\$ 6,229	\$ 6,385
59U		\$ 5,240	\$ 5,373	\$ 5,506	\$ 5,645	\$ 5,784	\$ 5,929	\$ 6,076	\$ 6,229	\$ 6,385	\$ 6,545
60U	Executive Assistant	\$ 5,373	\$ 5,506	\$ 5,645	\$ 5,784	\$ 5,929	\$ 6,076	\$ 6,229	\$ 6,385	\$ 6,545	\$ 6,708

EXHIBIT A
CITY OF ARCADIA MONTHLY SALARY RANGE
JULY 1, 2023 - JUNE 30, 2024
UNREPRESENTED - 4.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
56U	Human Resources Technician	\$ 5,060	\$ 5,188	\$ 5,320	\$ 5,449	\$ 5,588	\$ 5,726	\$ 5,871	\$ 6,015	\$ 6,166	\$ 6,319
57U		\$ 5,188	\$ 5,320	\$ 5,449	\$ 5,588	\$ 5,726	\$ 5,871	\$ 6,015	\$ 6,166	\$ 6,319	\$ 6,478
58U		\$ 5,320	\$ 5,449	\$ 5,588	\$ 5,726	\$ 5,871	\$ 6,015	\$ 6,166	\$ 6,319	\$ 6,478	\$ 6,640
59U		\$ 5,449	\$ 5,588	\$ 5,726	\$ 5,871	\$ 6,015	\$ 6,166	\$ 6,319	\$ 6,478	\$ 6,640	\$ 6,806
60U	Executive Assistant	\$ 5,588	\$ 5,726	\$ 5,871	\$ 6,015	\$ 6,166	\$ 6,319	\$ 6,478	\$ 6,640	\$ 6,806	\$ 6,976



STAFF REPORT

Police Department

DATE: April 16, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: REJECT THE BID FROM PHOENIX CONTRACTING FOR ONE CUSTOM ENCLOSED MOBILE TRAILER; AND AWARD THE BID AND PURCHASE ORDER TO THE NEXT LOWEST BIDDER, NEW TREND CUSTOM TRAILER INC., IN AN AMOUNT NOT TO EXCEED \$80,500
CEQA: Not a Project
Recommendation: Approve

SUMMARY

At the February 6, 2024, City Council meeting, Phoenix Contracting was awarded the bid to construct a custom enclosed mobile trailer. However, when contacted to commence the project, Phoenix Contracting stated they could not deliver the trailer at the initially quoted price of \$58,455, offering a new quote of \$91,000. As Phoenix Contracting altered their original quote, they no longer qualify as the lowest bidder. Consequently, the bid should be awarded to the next lowest bidder, New Trend Custom Trailer Inc., at a cost of \$80,500.

It is recommended that the Council reject the bid from Phoenix Contracting for one custom enclosed mobile trailer; and award the bid and purchase order to the next lowest bidder, New Trend Custom Trailer Inc., in an amount not to exceed \$80,500.

DISCUSSION

The Fiscal Year 2023-24 Equipment Acquisition Budget provides for the replacement of a logistics trailer utilized by the Arcadia Police Department's Special Weapons and Tactics ("SWAT") Team. To secure the most competitive price for one custom enclosed mobile trailer, a formal bidding process was conducted, resulting in Phoenix Contracting ("Phoenix") submitting the lowest bid. Phoenix's bid was presented and approved by the City Council at their February 6, 2024, meeting (refer to Attachment "A").

When Phoenix was approached to begin the project, they expressed their inability to deliver the trailer at the initially quoted price of \$58,455. Phoenix intended to engage a

subcontractor for the trailer construction and clarified that to meet the original specifications and ensure a high-quality product, they would need to use a different subcontractor, leading to an increased price of \$91,000. Additionally, Phoenix mentioned that they could supply the trailer at the initial price of \$58,455, but it would not meet the project requirements due to lower quality materials being utilized.

After Phoenix adjusted their initial price, the subsequent lowest bidder, New Trend Custom Trailer Inc., was approached to confirm if they could maintain their quoted price of \$80,500. New Trend Custom Trailer can uphold their original quote, and thus, should be awarded the bid.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment.

FISCAL IMPACT

The primary cost of the trailer, amounting to \$71,800, will be covered by the Fiscal Year 2023-24 Equipment Replacement Budget. The remaining cost of \$8,700 will be funded through the Police Department's Fiscal Year 2023-24 Operating Budget. Therefore, sufficient funds are available for this purchase.

RECOMMENDATION

It is recommended that the City Council determine that this action is not a project under the California Environmental Quality Act ("CEQA"); and reject the bid from Phoenix Contracting for one custom enclosed mobile trailer; and award the bid and Purchase Order to the next lowest bidder, New Trend Custom Trailer Inc., in an amount not to exceed \$80,500.

Approved:



Dominic Lazzaretto
City Manager

Attachment "A" - February 6, 2024, Staff Report



STAFF REPORT

Police Department

DATE: February 6, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: PURCHASE ORDER WITH PHOENIX CONTRACTING FOR THE PURCHASE OF ONE CUSTOM ENCLOSED MOBILE TRAILER IN THE AMOUNT OF \$58,455 AND A 10% CONTINGENCY FOR INCIDENTALS
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Fiscal Year 2023-24 Equipment Acquisition Budget provides for the replacement of a logistics trailer utilized by the Arcadia Police Department's Special Weapons and Tactics ("SWAT") Team. To secure the most competitive price for the trailer, a formal bidding process was conducted, resulting in Phoenix Contracting submitting the lowest bid. It is recommended that the City Council approve a Purchase Order with Phoenix Contracting for the purchase of one custom enclosed mobile trailer in the amount of \$58,455 and a 10% contingency for incidentals.

BACKGROUND

The Arcadia Police Department's Special Weapons and Tactics ("SWAT") Team is called upon to serve high-risk search and arrest warrants; respond to incidents involving barricaded suspects; hostage rescues; active shooters; crowd control; and other situations requiring resources of a professionally trained team to maximize safety to the community and law enforcement personnel. The SWAT team utilizes numerous resources during training and active operations, including an armored rescue vehicle, a reconnaissance robot, a logistics vehicle and trailer, and other specialized equipment to complete the team's mission.

Last year, the logistics vehicle utilized by the SWAT team was retired due to engine issues and other age-related malfunctions. In lieu of replacing the vehicle, the Department would like to purchase a customized trailer to store individual and team equipment. The trailer will have more features compared to the previous logistics vehicle, such as more storage and an electrical system to charge equipment as well as lockers, a work bench, outlets,

and a generator. Moreover, by removing a mechanized vehicle from the Department's fleet, it will reduce the overall operating costs in that a trailer will only require occasional maintenance and tire replacement.

DISCUSSION

On August 1, 2023, a Notice Inviting Bids ("Notice") was released to procure a new custom enclosed trailer for the SWAT team. Based on the initial bids received, which included three out-of-state vendors and one local vendor, a second Notice was issued on September 27, 2023. This was necessary as there was a significant disparity in bid amounts, with the highest bid at \$129,900 and the lowest bid at \$58,455. The purpose of the second Notice was to allow local vendors (nine in total) to submit their bids and achieve a more favorable price comparison. Ultimately, a total of seven bids were received and the results are provided below.

Company	Address	BID Amount
Phoenix Contracting	9415 Smarty Jones Dr., Ruskin FL 33573	\$58,455
New Trend Custom Trailer	14690 Mallory Drive Fontana, CA 92335	\$80,492
ProPac, Inc.	2465 Air Park Rd. North Charleston, SC 29406	\$81,918
Garrett Custom Trailers	4420 Shopping Lane Simi Valley, CA 93063	\$87,819
Blackstone Tower Partners LLC DBA Draxxon	12141 County Road 375E McLeansboro, IL 62859	\$121,000
Midway Trailers	2650 County Hwy 401 Benton, MO 63736	\$129,900
Nappi Fabrications LLC	1291 N. Patt St Anaheim, CA 92805	\$135,843

Phoenix Contracting's bid was the most competitive and their references were checked. After careful review, it has been determined that Phoenix Contracting is the most suitable and responsive bidder, meeting all the requirements specified by the City. To cover unforeseen expenses or incidentals that may arise during the buildout process, it is recommended that a 10% contingency be included to the bid cost.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The Fiscal Year 2023-24 Equipment Replacement Budget includes \$71,800 for the acquisition of one custom enclosed mobile trailer. The budget for the enclosed mobile trailer covers the entire cost at \$58,455 plus the 10% contingency, which could result in a total project cost of \$64,300.

RECOMMENDATION

It is recommended that the City Council determine that this action is not a project under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with Phoenix Contracting for the purchase of one custom enclosed mobile trailer in the amount of \$58,455 and a 10% contingency for incidentals.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: April 16, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Carlos Aguilar, General Services Superintendent

SUBJECT: PURCHASE ORDER WITH 72 HOUR LLC DBA NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF ONE 2024 TOYOTA CAMRY AND ONE 2024 TOYOTA RAV4 IN THE AMOUNT OF \$79,397.50

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The Fiscal Year 2023-24 Equipment Replacement Budget provides for the replacement of two detective vehicles in the Police Department that meet the replacement criteria outlined in the City's Vehicle Replacement Program. After exploring purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, allows the City to streamline vehicle procurement and receive the best price possible. It is recommended that the City Council approve a Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of one 2024 Toyota Camry and one 2024 Toyota RAV4, in the amount of \$79,397.50.

BACKGROUND

The Fiscal Year 2023-24 Equipment Replacement Budget provides for the replacement of two detective vehicles in the Police Department. The two vehicles being replaced meet the mileage, age, and/or maintenance requirements of the City's Vehicle Replacement Program. The vehicles being replaced are a 2005 Chevy Monte Carlo with 81,653 miles and a 2005 Pontiac Grand Prix with 79,512 miles.

DISCUSSION

The Police Department has selected a 2024 Toyota Camry and a 2024 Toyota RAV4 to replace the two detective vehicles. These two vehicles were selected due to their modest styling, reliability, and storage capacity. The Camry and RAV4 are not traditionally associated with police operations; therefore, these vehicles have the ability to blend in with surrounding traffic and elude detection. Both vehicles have an excellent reliability record and provide the City with savings due to lower vehicle maintenance costs.

After exploring possible purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, enables the City to streamline the procurement process and receive the best price possible. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements such as those established by Sourcewell, while remaining within the City's adopted rules and procedures for purchasing. By utilizing a cooperative purchasing program, the City can streamline the procurement process and acquire vehicles and equipment at a lower cost than traditional competitive bidding.

Sourcewell awarded a contract to 72 Hour LLC dba National Auto Fleet Group for vehicles, cars, vans, SUVs, and light trucks with related equipment, accessories, and services. The bidding process and Sourcewell's contracts have been reviewed by the Public Works Services Department and meet the City's procurement requirements. A copy of 72 Hour LLC dba National Auto Fleet Group's contract is attached.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The total purchase cost for the 2024 Toyota Camry and 2024 Toyota RAV4 is \$79,397.50. Funds in the amount of \$79,400 have been budgeted in the Fiscal Year 2023-24 Equipment Replacement Budget to replace two detective vehicles. The cost for safety lighting and communication equipment for the detective vehicles will be acquired through a separate purchase order; sufficient funds have been budgeted for this purchase.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of one 2024 Toyota Camry and one 2024 Toyota RAV4, in the amount of \$79,397.50.

Approved:


Dominic Lazzaretto
City Manager

Attachments: Sourcewell Contract
National Auto Fleet Group Proposal



Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

DocuSigned by:
Jesse Cooper
By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

3/11/2024

Quote ID: **28051**

Mr Carlos Aguilar
City of Arcadia Police Department
11800 Goldring Rd
Arcadia, California, 91107

Dear Mr Carlos Aguilar,

National Auto Fleet Group is pleased to quote the following vehicle(s), (Sourced Item)for your consideration. One (1) New/Unused and delivered to your department yard, each for

	Toyota Camry 2024	Toyota Rav4 2024
Subtotal	\$36,000.00	\$36,000.00
Tax (10.2500 %)	\$3,690.00	\$3,690.00
Tire Fee	\$8.75	\$8.75
Total	\$39,698.75	\$39,698.75

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF**. Please reference this Bid number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



STAFF REPORT

Public Works Services Department

DATE: April 16, 2024

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Carlos Aguilar, General Services Superintendent

SUBJECT: PURCHASE ORDER WITH 72 HOUR LLC DBA NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF TWO FORD POLICE INTERCEPTOR PATROL UTILITY VEHICLES IN THE AMOUNT OF \$103,121.46
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Fiscal Year 2023-24 Equipment Replacement Fund provides for the replacement of patrol vehicles in the Police Department. Using Sourcewell, a national cooperative purchasing program, the City is able to streamline the process of procuring these vehicles and receive the best price possible. It is recommended that the City Council approve a Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of two Ford Police Interceptor Patrol Utility vehicles in the amount of \$103,121.46.

BACKGROUND

The Fiscal Year 2023-24 Equipment Acquisition Budget provides for the replacement of three patrol vehicles in the Police Department. The vehicles being replaced meet the mileage, age, and/or maintenance requirements of the City's Vehicle Replacement Program. The three vehicles to be replaced are one 2011 Ford Patrol Crown Victoria, one 2017 Ford Patrol Explorer, and one 2019 Ford Patrol Explorer.

Since the pandemic, obtaining police pursuit vehicles has been challenging as there have been unprecedented manufacturer delays. Once an order has been received, it can take up to two years to obtain the police units. 72 Hour LLC dba National Auto Fleet Group notified the City that two Ford police pursuit vehicles were currently available for immediate delivery. Although the Equipment Budget provides for the replacement of three patrol units, it is imperative to obtain two police interceptors as soon as they are available, due to the Department having several vehicles out of service from accidents and other mechanical issues that cannot be overcome.

DISCUSSION

The new Police Interceptor Patrol Utility vehicles will be equipped with a powerful 290 horsepower engine, 10-speed transmission for greater acceleration and fuel economy, all-wheel drive capability, and 75 mile per hour rear-impact crash test rating. These features provide for superior handling during high-speed pursuits and best-in-class crash safety. Additionally, this vehicle has a large cargo capacity for storing police gear, high rated ballistic glass, doors, and wide seats to accommodate gun holsters and belts. This model has also proven to be more fuel efficient than previous police pursuit vehicles and is factory prewired for emergency lighting accessory installations.

Funds in the amount of \$218,400 are budgeted in the Fiscal Year 2023-24 Equipment Replacement Budget for the purchase of three black and white patrol vehicles. The total cost for the purchase of two patrol vehicles is \$103,121.46. Utilizing Sourcewell, a national cooperative purchasing program, the City is able to save \$3,081.66 for these units. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements such as those established by Sourcewell, while remaining within the City's adopted rules and procedures for purchasing. By utilizing a cooperative purchasing program, the City can streamline the procurement process and purchase vehicles at a lower cost than traditional competitive bidding.

Sourcewell awarded a contract to 72 Hour LLC dba National Auto Fleet Group for vehicles, cars, vans, SUVs, and light trucks with related equipment, accessories, and services. The bidding process and Sourcewell's contracts have been reviewed by the Public Works Services Department and meet the City's procurement requirements. A copy of 72 Hour LLC dba National Auto Fleet Group's contract is attached.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The cost for each Ford Police Interceptor Patrol Utility Vehicle is \$51,560.73, or a total vehicle cost of \$103,121.46 for two units. The Fiscal Year 2023-24 Equipment Replacement Budget included \$218,400 for the purchase of three black and white patrol vehicles. A total of \$115,278.54 will remain for the purchase of the third Police Interceptor Patrol Utility vehicle that needs to be replaced, and for necessary communications equipment, City-specific identification, and other new vehicle preparations.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of two Ford Police Interceptor Patrol Utility vehicles in the amount of \$103,121.46.

Approved:


Dominic Lazzaretto
City Manager

Attachments: Sourcewell Contract
National Auto Fleet Group Proposal



Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
11/4/2021 | 1:28 PM CDT
Date: _____

DocuSigned by:
Jesse Cooper
By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
11/4/2021 | 10:46 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
11/4/2021 | 1:34 PM CDT
Date: _____



National Auto Fleet Group

A Division of Chevrolet of Watsonville
480 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

4/4/2024
4/4/2024 Re-Configured

Quote ID: **28432 R1**

Order Cut Off Date: **TBA**

Mr Carlos Aguilar
City of Arcadia Police Department
11800 Goldring Rd
Arcadia, California, 91107

Dear Carlos Aguilar,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2024 Ford Police Interceptor Utility (K8A) AWD, Vin # RGA24485 and RGA22666 Free Delivery within 100 miles) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$48,300.00	\$46,759.17	3.190 %	\$93,518.34	\$3,081.66
Vin # RGA24485 and RGA22666					
Free Delivery within 100 miles					
Tax (10.2500 %)		\$4,792.81		\$9,585.62	
Tire fee		\$8.75		\$17.50	
Total		\$51,560.73		\$103,121.46	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99B	Engine: 3.3L V6 Direct-Injection (FFV), -inc: (136-MPH top speed), Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon tank
TRANSMISSION	
Code	Description
44U	Transmission: 10-Speed Automatic (44U)
PRIMARY PAINT	
Code	Description
UM	Agate Black
SEAT TYPE	
Code	Description
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear, -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 2-way manual track passenger seat (fore/aft w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
AXLE RATIO	
Code	Description
___	3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
87R	Rear View Camera, -inc: Displayed in rear view mirror, This option replaces the standard display in the center stack area, Camera can only be displayed in the center stack (standard) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror
51V	Dual Driver & Passenger LED Bulb Spot Lamps (Whelen)
86T	Tail Lamp/Police Interceptor Housing Only, -inc: pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)
52P	Hidden Door-Lock Plunger, -inc: Rear-Door Controls Inoperable, Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches
68G	Rear-Door Controls Inoperable, -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches
17A	Rear Auxiliary Air Conditioning
43D	Dark Car Feature, -inc: Courtesy lamps disabled when any door is opened
17T	Switchable Red/White Lighting in Cargo Area, -inc: Deletes 3rd row overhead map light
55B	BLIS Blind Spot Monitoring w/Cross Traffic Alert, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps
76R	Reverse Sensing System
59W	4G LTE Wi-Fi Hotspot Credit
OPTION PACKAGE	
Code	Description
500A	Order Code 500A

2024 Fleet/Non-Retail Ford Police Interceptor Utility AWD

WINDOW STICKER

CODE	MODEL	MSRP
2024 Ford Police Interceptor Utility AWD		
K8A	2024 Ford Police Interceptor Utility AWD	\$47,165.00
OPTIONS		
99B	Engine: 3.3L V6 Direct-Injection (FFV), -inc: (136-MPH top speed), Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon tank	(\$2,830.00)
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
UM	Agate Black	\$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear, -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 2-way manual track passenger seat (fore/aft w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00
—	3.73 Axle Ratio, (STD)	\$0.00
87R	Rear View Camera, -inc: Displayed in rear view mirror, This option replaces the standard display in the center stack area, Camera can only be displayed in the center stack (standard) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror	\$0.00
51V	Dual Driver & Passenger LED Bulb Spot Lamps (Whelen)	\$665.00
86T	Tail Lamp/Police Interceptor Housing Only, -inc: pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	\$60.00
52P	Hidden Door-Lock Plunger, -inc: Rear-Door Controls Inoperable, Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	\$160.00
68G	Rear-Door Controls Inoperable, -inc: Locks, handles and windows, Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	INC
17A	Rear Auxiliary Air Conditioning	\$610.00
43D	Dark Car Feature, -inc: Courtesy lamps disabled when any door is opened	\$25.00
17T	Switchable Red/White Lighting in Cargo Area, -inc: Deletes 3rd row overhead map light	\$50.00
55B	BLIS Blind Spot Monitoring w/Cross Traffic Alert, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps	\$545.00
76R	Reverse Sensing System	\$275.00
59W	4G LTE Wi-Fi Hotspot Credit	(\$20.00)
500A	Order Code 500A	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$46,705.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,595.00
TOTAL PRICE		\$48,300.00
Est City: N/A MPG Est Highway: N/A MPG Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
Transmission: 10-Speed Automatic (STD)
3.73 Axle Ratio (STD)

ADDITIONAL EQUIPMENT

50 State Emission System
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
GVWR: 6,840 lbs (3,103 kgs)
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Rolls
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion (li-Ion) Traction Battery
Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Full-Size Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps
LED Brakelights

AM/FM Stereo w/Seek-Scan, Clock, Speed Compensated Volume Control and Steering Wheel Controls
Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port, 4.2" color LCD screen center-stack smart display and fleet telematics modem Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).
Integrated Roof Antenna
1 LCD Monitor In The Front
Bucket Front Seats w/Vinyl Back Material and Manual Driver Lumbar
6-Way Power Driver Seat -inc: Power Height Adjustment, Fore/Aft Movement, Cushion Tilt, Manual Recline and Manual Lumbar Support
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Fleet Telematics Modem Selective Service Internet Access
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), 2-way manual track passenger seat (fore/aft w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Analog Appearance
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration
Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer



STAFF REPORT

Development Services Department

DATE: April 16, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: CONSIDERATION OF CALL FOR REVIEW OF THE PLANNING COMMISSION APPROVAL OF MULTIPLE FAMILY ARCHITECTURAL DESIGN REVIEW NO. MFADR 23-03, TENTATIVE TRACT MAP NO. TTM 23-05 (84291), HEALTHY TREE REMOVAL NO. TRH 23-04, AND PROTECTED TREE ENCROACHMENT NO. TRE 23-10 FOR A 16-UNIT, CONTEMPORARY STYLE, MULTI-FAMILY RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 314-326 S. SECOND AVENUE
CEQA: Exempt
Recommendation: Provide Direction

SUMMARY

At their regularly scheduled meeting on March 12, 2024, the Planning Commission held a public hearing related to Multiple Family Architectural Design Review No. MFADR 23-03 and associated applications. This project was submitted by Philip Chan on behalf of the property owner, Smart Property LA II LLC, to develop the sites located at 314-326 S. Second Avenue and construct 16 new condominium units that will be three stories in height. The Planning Commission voted 3-2 to approve the project. On March 19, 2024, Council Member Kwan requested that the project be called up for review by the City Council. Per the processes outlined in the Development Code, it is recommended that the City Council provide direction on whether to call the case up to the City Council for a full review and public hearing.

BACKGROUND

The subject property is four adjacent lots currently developed with 16 units (four on each lot). The Applicant is requesting to demolish all 16 units, merge the existing four (4) lots together as one parcel through the tract map process, and construct 16 new condominium units that will be three-stories tall with garage parking at grade level. All of the units will have four bedrooms, 5.5 bathrooms and will range from 2,305 square feet to 3,207 square feet in size. The project complies with the development standards of the R-2 Zone, including, but not limited to, setbacks, height, open space, and the minimum parking requirements for each of the units, guest parking, and bicycle spaces. No modifications

or variances were requested through the application process. The proposed project requires approval of the following applications and documents:

- Tentative Tract Map No. TTM 23-05 (84291) - To merge the existing four lots and subdivide the residential units into condominiums.
- Multi-Family Architectural Design Review No. MFADR 23-03 - For the architectural design review of this project.
- Protected Tree Encroachment Permit No. TRE 23-10 and Protected Healthy Tree Removal No. TRH 23-04 - The design will encroach into the canopy of one (1) protected tree at the rear of the property and remove one (1) protected tree from the subject property.

The staff recommendation for this project was for approval. All the required findings were made, it was determined that the site was physically suitable for this development in the subject zoning designation, and it was found that the proposed design was compatible with the other existing multi-family developments within the surrounding neighborhood in terms of design, massing, and scale.

During the public hearing, two residents spoke in opposition to the project and submitted a letter at the hearing (refer to Attachment No. 2). Commissioner Arvizu thought the proposed development was a nice design and listed some of the elements that he thought were attractive, but he could not make one of the findings pertaining to Land Use Policy No. LU 4-1, which state that the new development will be consistent in scale, mass, and character with the other structures within the surrounding neighborhood. Commissioner Arvizu recommended that the Planning Commission deny the project on that basis. The motion failed with a 2-3 vote. Another motion was made by Commissioner Tallerico to approve the project and that the proposal met all the requisite findings. The motion passed with a 3-2 vote.

Following project approval on March 19, 2024, Council Member Kwan requested that the item be placed on the next available City Council Agenda. Under the “Call for Review” process, the City Council will decide whether to call the item up for a full review and public hearing.

DISCUSSION

The Arcadia Municipal Code provides a process for City Council “Calls for Review”. Any decision of the Planning Commission (or Administrative Staff) may be called for review by the City Council within 10 days of the decision. In this case, the Planning Commission’s approval was on March 12, 2024, and the appeal/call for review period was active until March 25, 2024. Council Member Kwan requested that the project be called up within this 10-day period.

Once an item is requested for call up, it is placed on the next regularly scheduled City Council meeting agenda. Before an item is heard at a meeting, a majority of the City Council must agree that the item should be called up. If the City Council votes to call this item up, a full public hearing will be held at the next City Council Meeting (May 7, 2024). However, if a majority of the City Council votes against the call up of this item, the Planning Commission's decision shall stand pursuant to the end of the appeal period on March 25, 2024.

The Planning Commission Staff Report without exhibits is included as Attachment No. 1 to this report. A link to all the materials that were presented to the Planning Commission is also provided below for context.

ENVIRONMENTAL ANALYSIS

It has been determined that the project site is less than five (5) acres; the project site has no value as a habitat for endangered, rare or threatened species; the proposed project would not have any significant effects upon the environment, and the site can be adequately served by all the required utilities and public services. Therefore, the project is exempt under Class 32 (In-Fill Development Projects) pursuant to Section 15332 of the State California Environmental Quality Act ("CEQA") Guidelines.

RECOMMENDATION

It is recommended that the City Council provide direction on whether or not to call up the Planning Commission decision for a full review.

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: March 12, 2024, Planning Commission Staff Report – Link to the Planning Commission packet:
<https://cms9files.revize.com/arcadia/Shape%20Arcadia/Development%20Services/planning%20services/Planning%20Commisson/Agenda%20Packets/2024/03-12-24%20Agenda%20Packet.pdf>

Attachment No. 2: Letter from Property Owner at 319 S. Second Avenue

Attachment No. 1

March 12, 2024 Planning Commission Staff Report

Link to the Planning Commission packet:

<https://cms9files.revize.com/arcadia/Shape%20Arcadia/Development%20Services/planning%20services/Planning%20Commisson/Agenda%20Packets/2024/03-12-24%20Agenda%20Packet.pdf>



STAFF REPORT

Development Services Department

DATE: March 12, 2024

TO: Honorable Chairman and Planning Commission

FROM: Lisa L. Flores, Deputy Development Services Director
Prepared By: Alison MacCarley, Assistant Planner

SUBJECT: RESOLUTION NO. 2142 - APPROVING MULTIPLE FAMILY ARCHITECTURAL DESIGN REVIEW NO. MFADR 23-03, TENTATIVE TRACT MAP NO. TTM 23-05 (84291), HEALTHY TREE REMOVAL NO. TRH 23-04, AND PROTECTED TREE ENCROACHMENT NO. TRE 23-10 FOR A 16-UNIT, CONTEMPORARY STYLE, MULTI-FAMILY RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 314-326 S. SECOND AVENUE

CEQA: Exempt

Recommendation: Adopt

SUMMARY

The Applicant, Philip Chan, on behalf of the property owner, Smart Property LA II LLC, is requesting approval of Multiple Family Architectural Design Review No. MFADR 23-03, Tentative Tract Map No. TTM 23-05 (84291), Healthy Tree Removal No. TRH 23-04, and Protected Tree Encroachment No. TRE 23-10 for a 16-unit, three-story, Contemporary style multi-family residential condominium development at 314-326 S. Second Avenue. The proposed development and subdivision are consistent with the City's General Plan, Development Code, and Subdivision Map Act. It is recommended that the Planning Commission adopt Resolution No. 2142 (refer to Attachment No. 1) and find that the project is Categorically Exempt under CEQA and approve Multiple Family Architectural Design Review No. MFADR 23-03, Tentative Tract Map No. TTM 23-05 (84291), Healthy Tree Removal No. TRH 23-04, and Protected Tree Encroachment No. TRE 23-10, subject to the conditions listed in this staff report.

BACKGROUND

The subject site consists of four parcels: 314 S Second Avenue, 320 S. Second Avenue,

324 S. Second Avenue, and 326 S. Second Avenue. The combined square footage of the lots will be approximately 59,440 square feet. The interior lots are located on the east side of Second Avenue, between California Street and El Dorado Avenue. The northernly two lots, 314 S. Second Avenue and 320 S. Second Avenue, share a driveway between them and the two southernly lots, 324 S. Second Avenue and 326 S. Second Avenue also shares a driveway between them. Although there are four separate legal lots, they function as one big complex with shared open space, driveway, etc. The properties are zoned R-2, Medium Density Multiple Family Residential, with a General Plan Land Use Designation of Medium Density Residential. The properties are surrounded by R-2 zoned properties to the south and east and R-3, High Density Multiple Family Residential properties to the north and west.

Each lot has four (4) residential units, two detached duplexes, with a total of 16 units on all four lots. At 314 Second Avenue, the front unit was built in 1954 and the rear unit was built in 1956. At 320 S. Second Avenue, both structures were built in 1959, and the structures at 324 S. Second Avenue and at 326 S. Second were all built in 1960, refer to Attachment No. 2 for an Aerial photo with Zoning Information and Photos of the Subject Properties and Figure 1.

Based on the evaluation by an Architectural Historian, the properties do not meet any of the minimum requirements for designation as a historical resource under federal, state and local criteria. The residences are not a good example of any particular architectural style and are not representative of or associated with any important historical events or people. The structures have not yet been demolished due to the City's replacement policy for residential projects, which requires approval of a new project prior to demolition of the structures on site.





Figure 1 – Existing Residences at 314-316 S. Second Avenue (top) and 324-326 S. Second Avenue (bottom)

PROPOSAL

The Applicant is requesting to demolish all 16 structures on the properties, merge the lots together as one parcel through the tract map process, and construct 16 new condominium units that will be three-stories tall with garage parking at grade level – refer to Attachment No. 3 for the Tentative Tract Map and Attachment No. 4 for the proposed Architectural Plans. The proposed architectural style will be Modern-Contemporary which incorporates many architectural elements found within the neighborhood. While this will be the first of this style on this block, the style provides an elevated and modern look to the neighborhood and the detached building helps to reduce the physical mass of the development. The upper levels of the buildings are stepped back from the ground floor to make the building appear less imposing at the pedestrian level and more compatible with the existing neighborhood which is made up of a mix of one- and two-story developments. The design also incorporates traditional architectural elements to better blend the style in the surrounding area while the wood paneling and overall neutral palette, and white brick veneer give it a unique modern flair. The designs vary slightly so they are not identical and help to provide a variation between the homes and to prevent the development from having a singular design throughout the site. Although there is no dominant architectural style in the area, the design would be compatible with the existing multi-family developments in the neighborhood, as it incorporates elements seen on nearby homes such as neutral toned stucco, tile roofing, clean lines, and brick veneer (see Figure 2).



Figure 2 – 314 -326 S. Second Avenue Rendering

All units will have four bedrooms and 5.5 bathrooms that range from 2,305 square feet to 3,207 square feet in size. Each of the units will have pedestrian access off Second Avenue through a walkway on the northwest side of the property refer to Figure 3 below.

The site will have one access driveway for ingress and egress from Second Avenue. Each of the units will have a 20' x 20' two-car garage that will be accessed from the shared driveway. Each of the garages will meet the required 25'-0" backout space. The site will also comply with the minimum guest parking spaces of eight (8) parking spaces, and a bike rack for eight (8) spaces will be located on the north side of the property adjacent to the pedestrian entry on Second Avenue.

The proposed development will have an overall building height of 33', which is the maximum allowed height for a building with a pitched roof. The development complies with all the minimum setback requirements. Fifteen of the units will have their own private open space in the side and/or rear of the units, and one unit, Unit 11, will have 132 square foot balcony which complies with the minimum requirements of being greater than 30 inches in width and depth as their private open space. The property will also feature 633 square feet of common open space towards the rear of the property in front of Units 10 and 12, which features benches and an outdoor gas grill for residents.

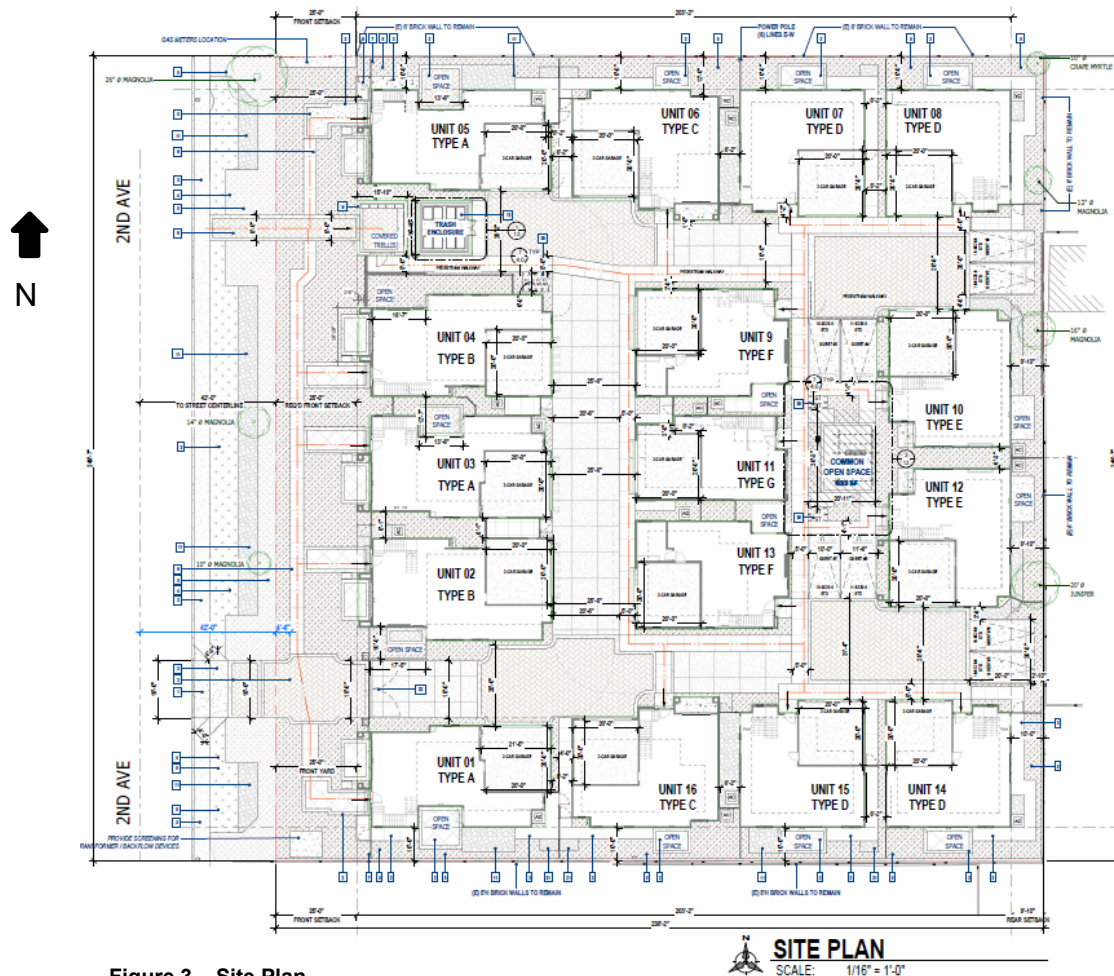


Figure 3 – Site Plan

The proposal also includes the removal of 30 existing unprotected trees and one protected Coast Live Oak tree that is located within the front yard area at 320 S. Second Avenue to accommodate the proposed development. The proposed development will also encroach within the dripline of another protected tree, a Southern Magnolia tree, that is located within the required rear yard walls setback at 320 S. Second Avenue. Additional analysis will be provided later in this staff report under the Analysis section.

ANALYSIS

The project complies with the development standards of the R-2 zone, including, but not limited to setbacks, height, and open space. Also, the proposed project complies with the minimum parking requirements for each of the units, guest parking, and bicycles spaces.

The R-2 zone requires a minimum density of two dwelling units per lot, and a maximum density of one unit per 3,750 square feet of lot area. This calculates a maximum density of 15 units for the combined lot area. However, in order to comply with the State’s “No Net Loss” law, at no time may a jurisdiction take action on a permit that will cause a

shortfall of sites in the Regional Housing Needs Assessment (RHNA), therefore the project must have at least 16 units since it currently has that many units.

Concurrent with the subdivision application, the Planning Commission must approve, conditionally approve, or deny the architectural design of the proposed project. The project is designed in a Contemporary architectural style – refer to Attachment No. 4 and Figure 2. There are five units that front onto Second Avenue in order to promote pedestrian areas and define the street frontage. The exterior walls of the building are proposed to be finished with a white stucco with brick veneer and vertical wood cladding which will be used to accent some exterior walls. The roof would consist of grey colored roofing tiles. Many of the elements incorporated in this design, such as the neutral tone stucco with complimentary brick veneer, pitched roof, clean lines, and articulation between the different stories are found on Second Avenue and help the project blend in with developments in the vicinity that have similar features.

The massing and scale of this project will be compatible with the other multi-family developments found within this immediate neighborhood. The Contemporary style of the buildings will provide an elevated and modern look to the immediate neighborhood which is a mix of different architectural styles, heights, and massing. The Contemporary style mixes traditional elements with a modern flare which complements and elevates the streetscape. The layout of the detached units helps to achieve a smaller scale and reduce the physical mass to better blend the project in with the existing surroundings which is made up of other multifamily developments and single-family residences. The front-facing balconies will not be out of character as there are other developments that also feature front-facing balconies on the street, including a project that was recently approved by the Planning Commission. The height of the new development will be compatible with the existing developments on Second Avenue as there are other two-story developments that have building heights at approximately 30'-0" such as the adjacent property next door which features subterranean parking and two stories. Additionally, there will be landscape hedging along the perimeter of the site that would provide a buffer between the subject property and the adjacent multifamily developments and there will be a minimum of 10 feet setback from all the adjacent properties. Therefore, the proposed development and subdivision of condominiums would be consistent with the City's General Plan, Multiple-Family Residential Design Guidelines, the Development Code, the State Subdivision Map Act, and would not violate any requirements of the California Regional Water Quality Control Board.

Tree Removal

The Applicant is requesting to remove one (1) protected Coast Live Oak tree on site. The tree is located in the northwest portion of the property and has a trunk diameter of 16 inches. Due to its species and size, the tree is protected per the City's Protected Tree Ordinance and a health rating of 'B' (Adequate Health but with slight decline). The tree is proposed to be removed because its root would be severely encroached upon during construction of one of the units and there would be limited space for any future canopy growth. In addition, each of the buildings is at the minimum building separation, setbacks,

and open space requirements and to accommodate the tree would result in a bulkier and less high-quality design. As a result, the tree is proposed to be removed as noted in the Arborist Report – refer to Attachment 5 of the Arborist Report.

In this case, there is sufficient justification for the removal of the tree. As a remedial measure, the project will be subject to Condition No. 3, which requires that two (2) replacement trees be planted as part of the project. However, the Applicant is proposing to plant a one (1) 60" box Coast Live Oak, and two additional 36" box Magnolia 'Little Gem' trees as replacement trees along the front yard in order to meet and exceed the required replacement trees, see figure 4 below.

Tree Encroachment

The proposed construction of Unit 10 in the rear of the property will encroach within the protected area of one (1) Southern Magnolia tree. However, no structural excavation will be taking place within the critical root zone. The tree is expected to survive as long as the Applicant adheres to the recommendations in the Arborist Report during demolition and construction and a Certified Arborist will have to be on-site during grading to ensure all the trees are protected – refer to Condition No. 4.

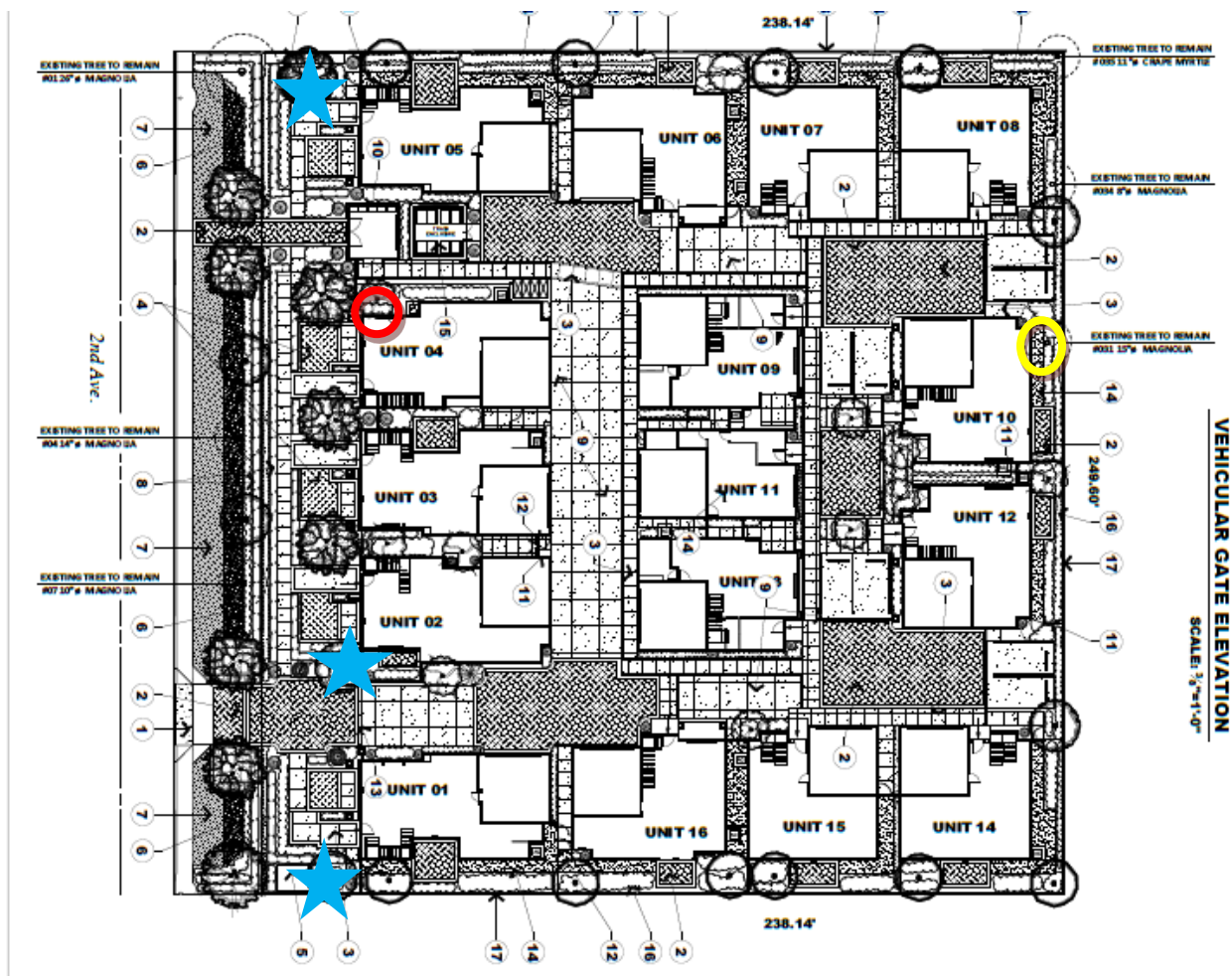


Figure 4 – Circled in Red: Coast Live Oak (#29) to be removed, Circled in Yellow: Southern Magnolia (#31) to remain; Blue Stars are the required replacement trees.

FINDINGS

Tentative Tract Map

The proposal to subdivide the airspace for 16 residential condominium units requires a subdivision through the Tentative tract map process – see Attachment No. 3 for Tentative Tract Map No. TTM 23-05 (84291). The proposed subdivision complies with the subdivision regulations of the Arcadia Municipal Code and the Subdivision Map Act and would not violate any requirements of the California Regional Water Quality Control Board. The following findings are required for approval of a Tentative tract map:

A. The proposed map, subdivision design, and improvements are consistent with the General Plan, any applicable specific plan, and the Subdivisions Division of the Development Code.

Facts in Support of the Finding: The proposed tentative tract map for a 16-unit multi-family residential condominium development and subdivision of the airspace has been reviewed for compliance with the City’s General Plan and Development Code, and the Subdivision Map Act. The Project will exceed the maximum density by providing 16 residential units instead of 15 units to ensure the project complies with Government Code Section 65863 – the No Net Loss Law. The Project will not be detrimental to the General Plan Medium Density Residential Land Use designation and the R-2, Medium Density Multiple Family Residential zoning designation, respectively. These designations are intended to accommodate high density residential units such as condominiums, within the appropriate neighborhoods such as this. There is no specific plan applicable to this project. The proposed tentative tract map complies with the Subdivision Map Act because the proposed 16-unit condominium development complies with the requirements of the Subdivisions Division of the Development Code and all other City requirements to subdivide for condominium purposes.

The Project would not adversely affect the comprehensive General Plan and is consistent with the following General Plan goals and policies:

Land Use and Community Design Element

- Policy LU-1.1: Promote new infill and redevelopment projects that are consistent with the City’s land use and compatible with surrounding existing uses.
- Policy LU-4.1: Require that new multi-family residential development be visually and functionally integrated and consistent in scale, mass, and character with structures in the surrounding neighborhood.
- Policy LU-4.2: Encourage residential development that enhances the visual character, quality, and uniqueness of the City’s neighborhoods and districts.

B. The site is physically suitable for the type and proposed density of development.

Facts in Support of the Finding: The site is physically suitable for this type of development and the consolidation of the four (4) lots into one lot can accommodate the project and comply with all other applicable zoning requirements, including but not limited to parking, setbacks, height, and open space. The site will provide ample amenities for residents and will be compatible with the existing neighborhood. Since the existing site has existed for many years with 16 units without detriment, the site is suitable to replace the existing density of 16 units with 16 units. Therefore, the site is physically suitable for the proposed 16-unit multi-family residential development.

C. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Facts in Support of the Finding: The project is an infill site within an urbanized area and does not serve as a habitat for endangered or rare species. Therefore, the Project would not cause substantial environmental damage or impact wildlife.

D. The design of the subdivision or type of improvements is not likely to cause serious public health or safety problems.

Facts in Support of the Finding: The project is to subdivide the airspace of 16 units for condominium purposes. The construction would be in compliance with all applicable Building and Fire Codes to ensure public health and safety. While the proposed 16 units exceeds the calculated maximum allowed, the existing site has 16 units, therefore, allowing the same number of units as already exists will not be detrimental and shows the City's existing infrastructure would adequately serve the new development. Therefore, the development would not cause any public health or safety problems.

E. The design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of, property within the proposed subdivision (This finding shall apply only to easements of record or to easements established by judgement of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision).

Facts in Support of the Finding: There are three existing six-foot wide easements that will remain for utility purposes for this project. The project will not conflict with these easements as no permanent structures will be built over the easements. The 10-foot-wide utility easement that runs through the center of the

property shall be quitclaimed prior to approval of the Final Tract Map. Therefore, the project does not conflict with the existing easements, as acquired by the public at large for access through or use of property within the proposed subdivision.

F. The discharge of sewage from the proposed subdivision into the community sewer system would not result in violation of existing requirements specified by the California Regional Water Quality Control Board.

Facts in Support of the Finding: The Arcadia Public Works Services Department determined that the City's existing infrastructure would adequately serve the new development, and the requirements of the California Regional Water Quality Control Board would be satisfied.

G. The proposed design and site improvements of the subdivision conform to the regulations of the City's Development Code and the regulations of any public agency having jurisdiction by law.

Facts in Support of the Finding: The project is in conformance with all the regulations of the City's Development Code. The project will replace the same number of units that are on the four parcels, therefore there will be no net loss from this new development. There is no other public agency that has jurisdiction over this subject site.

Architectural Design Review

The proposed development is located within the Medium Density Residential (R-2) Zone, which is intended to provide a variety of medium to high density residential developments. The proposed design of the 16-unit condominium project is compatible with existing multi-family developments in the surrounding neighborhood in terms of design, massing, and scale. The proposed Contemporary architectural style would be compatible with other existing multi-family developments along Second Avenue as the neighborhood is eclectic with no dominant architectural style. The architectural elements incorporated in this design, such as neutral toned stucco, tile roofing, and brick veneer, are consistent with developments in the vicinity that have similar features. Additionally, the massing and scale of the new development will not be out of character with developments in the vicinity as many of the existing multi-family developments, despite being two-stories, are around 30' 0" in height. The proposed buildings have articulation on all facades, providing visual interest and reducing massing. The proposed design is therefore consistent with the City's Multi-family Residential Design Guidelines. All City requirements regarding disabled access and facilities, occupancy limits, building safety, health code compliance, emergency equipment, environmental regulation compliance, and parking and site design shall be complied with by the property owner/Applicant to the satisfaction of the Building Official, City Engineer, Deputy Development Services Director, Fire Marshal, and Public Works Services Director, or their respective designees.

ENVIRONMENTAL ASSESSMENT

It has been determined that the project site is less than five (5) acres; the project site has no value as a habitat for endangered, rare or threatened species; the proposed project would not have any significant effects upon the environment, and the site can be adequately served by all the required utilities and public services. Therefore, the project is exempt under Class 32 (In-Fill Development Projects) pursuant to Section 15332 of the State California Environmental Quality Act (CEQA) Guidelines. Refer to Attachment No. 5 for the Preliminary Exemption Assessment.

PUBLIC NOTICE/COMMENTS

A public hearing notice for this item was posted at the City Clerk's Office, City Council Chambers, at the Arcadia Library, and on the City's website on February 29, 2024. It was also mailed to the property owners located within 300 feet of the subject property. As of March 12, 2024, no comments were received regarding this project. The existing tenants were also notified of the project on February 2, 2024.

RECOMMENDATION

It is recommended that the Planning Commission approve Multiple Family Architectural Design Review No. MFADR 23-03, Tentative Tract Map No. TTM 23-05 (84291), Healthy Tree Removal No. TRH 23-04, and Protected Tree Encroachment No. TRE 23-10, subject to the following conditions, find that the project is Categorically Exempt from the California Environmental Quality Act (CEQA), and adopt Resolution No. 2142, subject to the following conditions of approval:

1. The project shall be developed and maintained by the Applicant/Property Owner in a manner that is consistent with the plans submitted and conditionally approved for Multiple Family Architectural Design Review No. MFADR 23-03, Tentative Tract Map No. TTM 23-05 (84291), Healthy Tree Removal No. TRH 23-04, and Protected Tree Encroachment No. TRE 23-10, subject to the approval of the Deputy Development Services Director, or designee.
2. Any required mechanical equipment, such as backflow devices, visible from the public right-of-way shall be screened from public view. Screening may include landscaping, solid walls or other methods deemed appropriate for the development. The placement and height of said screening shall be subject to review and approval by the Deputy Development Services Director, or designee.
3. The Applicant/Property Owner shall plant a 60" box Coast Live Oak tree and two 36-inch box Magnolia "Little Gem" trees within the front yard area as part of the replacement trees for the removal of the healthy protected tree. These trees must be shown on the final landscape plan. The Applicant/Property Owner shall also comply with all the measures listed in the Arborist Report, dated December 9, 2023. During construction, a Certified Arborist shall be on-site to monitor and ensure

proper placement of the new replacement trees as well as survival of the existing protected Southern Magnolia tree. A follow-up report shall be submitted to the City prior to issuance of a Certificate of Occupancy.

4. The Applicant/Property Owner shall comply with all the measures listed in the Arborist Report, dated December 9, 2023. If the Certified Arborist determines that the tree may not survive at the time the follow-up report is prepared, then the Applicant shall plant a new 36-inch box tree on the subject site prior to issuance of a Certificate of Occupancy. The location and type shall be approved by the Deputy Development Services Director or designee.
5. The project shall comply with the latest adopted edition of the following codes as applicable:
 - a) California Building Code
 - b) California Electrical Code
 - c) California Mechanical Code
 - d) California Plumbing Code
 - e) California Energy Code
 - f) California Fire Code
 - g) California Green Building Standards Code
 - h) California Existing Building Code
 - i) Arcadia Municipal Code
6. The project shall comply with Chapter 35A Multiple Family Construction Standards as amended in the Arcadia Municipal Code Section 8130.20.
7. All utility conductors, cables, conduits and wiring supplying electrical, cable and telephone service to a multiple family building shall be installed underground except risers which are adjacent to and attached to a building.
8. A grading plan shall be prepared by a registered civil engineer and approved by the City prior to issuance of a building permit. The grading plans shall indicate all on- and off-site improvements and shall indicate complete drainage paths of all drainage water run-off.
9. A demolition permit shall be obtained from Building Services prior to the removal and/or demolition of the structures on site.
10. Prior to approval of the Tract Map, the Applicant/Property Owner shall:
 - a. Remove existing driveway approaches and construct new driveway approach per the City's standards.
 - b. Remove and replace new sidewalk providing adequate path of travel in compliance with Americans with Disabilities Act (ADA). Ensure locations around obstructions provide necessary clearances.

- c. Remove and replace curb and gutter with 2' asphalt slot cut from property line to property line along the property frontage of Second Avenue.
 - d. The 10-foot easement that is owned by Southern California Edison shall be quitclaimed and a copy of the recordation shall be submitted to the City prior to filing the final tract map.
11. The Applicant/Property Owner shall submit a Low Impact Development (LID) plan for this project, and it shall comply with the Los Angeles County Department of Public Works 2014 LID standard Manual and show the selected measures on the grading plan. These selected measures include, but are not limited to using infiltration trenches, bio-retention planter boxes, roof drains connected to a landscaped area, pervious concrete/paver, etc.
12. Prior to receiving a Certificate of Occupancy, the Applicant/Property Owner shall repair any damages caused by the development to the asphalt street frontages from property line to property line including but not limited to trench cuts and construction traffic, as determined by the City Engineer.
13. There is a 12-inch ductile iron water main with 80 psi static pressure that the development shall connect to on Second Avenue. for domestic water and/or fire services. The Applicant/Property Owner shall provide calculations to the Public Works Services Department to determine the total combined maximum domestic and fire demand and verify the water service size required prior to issuance of a Building Permit.
14. The Applicant/Property Owner shall install a common master water meter for the residential multi-family development. The water meter for each unit can be used to supply both domestic water services and fire services. The Applicant/Property Owner shall separate the fire service from domestic water service with an approved back flow device.
15. A separate water service and meter shall be required for common area landscape irrigation. A reduced pressure backflow device shall be installed.
16. Fire protection requirements shall be as stipulated by the Arcadia Fire Department and shall be conformed to Arcadia Standard Plan. A separate fire service with Double Check Detector Assembly (DCDA) shall be installed for fire service if required.
17. A Water Meter Permit Application shall be submitted to the Public Works Services Department prior to issuance of a building permit for the new development.
18. New water service installations shall be by the Applicant/Property Owner. Installation shall be according to the specifications of the Public Works Services Department,

Engineering Section. Abandonment of existing water services, if necessary, shall be by the Applicant/Property Owner, according to Public Works Services Department.

19. An 8" Vitrified Clay Pipe (VCP) sewer line is available on Second Avenue to provide sanitary sewer service for the project. The Applicant/Property Owner shall utilize the existing sewer lateral, if possible. If there are any changes to the existing sewer lateral, the Applicant/Property Owner shall obtain approval from the Los Angeles County Sanitation District to connect to the existing sewer main prior to commencing work any work, and an encroachment permit from City of Arcadia.
20. If any drainage fixture elevation is lower than the elevation of next upstream manhole cover, an approved type of backwater valve is required to be installed on the lateral at the right-of-way and it shall be reviewed and approved by the Public Works Department prior to issuance of a building permit.
21. The Applicant/Property Owner shall file a Notice of Intent (NOI) with the State Water Resources Control Board for a General Construction NPDES Permit and pay applicable fees to the State Water Resources Control Board.
22. The Applicant/Property Owner shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as part of the General Construction Permit requirements prior to issuance of a building permit.
23. All structures shall be provided with an automatic fire sprinkler system per the City of Arcadia Fire Department Single & Multi-Family Dwelling Sprinkler Standard.
24. A Knox box shall be provided adjacent to the pedestrian and vehicle gates so that the pedestrian and vehicle entry gate shall be openable without a special key for the City of Arcadia Fire Department.
25. The Applicant/Property Owner shall comply with all City requirements regarding building safety, fire prevention, detection, suppression, emergency access, public right-of-way improvements, parking, water supply and water facilities, sewer facilities, trash reduction and recycling requirements, and National Pollutant Discharge Elimination System (NPDES) measures to the satisfaction of the Building Official, Fire Marshal, Public Works Services Director, and Deputy Development Services Director, or their respective designees. Compliance with these requirements is to be determined by having fully detailed construction plans submitted for plan check review and approval by the foregoing City officials and employees.
26. To the maximum extent permitted by law, Applicant must defend, indemnify, and hold the City, any departments, agencies, divisions, boards, and/or commissions of the City, and its elected officials, officers, contractors serving as City officials, agents, employees, and attorneys of the City ("Indemnitees") harmless from liability for

damages and/or claims, actions, or proceedings for damages for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Applicant's activities in connection with MFADR 23-03, TTM 23-05 (84291), TRH 23-04, TRE 23-10 ("Project") on the Project site, and which may arise from the direct or indirect operations of the Applicant or those of the Applicant's contractors, agents, tenants, employees or any other persons acting on Applicant's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims, actions, or proceedings for damages, as described above, regardless of whether the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

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

27. Approval of for Multiple Family Architectural Design Review No. MFADR 23-03, Tentative Tract Map No. TTM 23-05 (84291), Healthy Tree Removal No. TRH 23-04, and Protected Tree Encroachment No. TRE 23-10 shall not be in effect unless the Property Owner and Applicant have executed and filed the Acceptance Form with the City on or before 30 calendar days after the Planning Commission has adopted the Resolution. The executed Acceptance Form submitted to the Development Services Department is to indicate awareness and acceptance of the conditions of approval.

PLANNING COMMISSION ACTION

Approval

If the Planning Commission intends to approve this project, the Commission should move to approve Multiple Family Architectural Design Review No. MFADR 23-03, Tentative Tract Map No. TTM 23-05 (84291), Healthy Tree Removal No. TRH 23-04, and Protected Tree Encroachment No. TRE 23-10, and Protected Diseased Tree Removal Permit No. TRD 23-08 and state that the proposal satisfies the requisite findings, and adopt the attached Resolution No. 2142 that incorporates the requisite environmental and subdivision findings, and the conditions of approval as presented in this staff report, or as modified by the Commission.

Denial

If the Planning Commission is to deny this project, the Commission should state the specific findings that the proposal does not satisfy based on the evidence presented with specific reasons for denial, and move to deny Multiple Family Architectural Design Review No. MFADR 23-03, Tentative Tract Map No. TTM 23-05 (84291), Healthy Tree Removal No. TRH 23-04, and Protected Tree Encroachment No. TRE 23-10 direct staff to prepare a resolution for adoption at the next meeting that incorporates the Commission's decision and specific findings.

If any Planning Commissioner, or other interested party has any questions or comments regarding this matter prior to the March 12, 2024, Planning Commission Meeting, please contact Assistant Planner, Alison MacCarley, at (626) 547-5447, or amaccarley@ArcadiaCA.gov.

Approved:



Lisa L. Flores
Deputy Development Services Director

- Attachment No. 1: Resolution No. 2142
- Attachment No. 2: Aerial Photo with Zoning Information and Photos of the Subject Property and Vicinity
- Attachment No. 3: Tentative Tract Map No. TTM 23-05 (84291)
- Attachment No. 4: Architectural Plans
- Attachment No. 5: Arborist Reported Dated December 9, 2023
- Attachment No. 6: Preliminary Exemption Assessment

Attachment No. 2

Letter from Property Owner at 319 S. Second Avenue

to whom it may concern:

3/12/24

We don't approve on the multi-family residential development, we think they are destroying our good neighbor by building skyscraper (that's what it would look like) It will also bring more traffic on Second which we don't need more. We will have a harder time to get out of our driveway on 319 and that is this only way to back up out of our driveway.

Do you think you want to buy a house with that much traffic?? I don't think so. So the price will go down no matter when we decide to sell. It's a shame they want to remove some protected trees that been there for years (ever). It's beautiful to look at them, should not be destroyed. Arcadia should stay a beautiful city.

Think about all the inconvenience for all of us. Hope you hear us and think of people of Second Avenue

Thank you, 319 E. Second Avenue

Doris & Jon Arbour



STAFF REPORT

Public Works Services Department

DATE: April 16, 2024

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7557 AMENDING THE FISCAL YEAR 2023-24 OPERATING BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PAR 3 GOLF COURSE EMERGENCY POLE REPLACEMENT IN THE AMOUNT OF \$26,700, OFFSET BY A REDUCTION IN THE PAR 3 FUND; AND APPROVING THE PURCHASE ORDER WITH JUDGE NETTING, INC. FOR THE PAR 3 GOLF COURSE EMERGENCY POLE REPLACEMENT IN THE AMOUNT OF \$26,700

CEQA: Exempt

Recommendation: Adopt and Approve

SUMMARY

On March 14, 2024, strong winds caused one of the wooden poles on the Par 3 Golf Course driving range to break and fall. Consequently, the Arcadia Par 3 Golf Course driving range was closed. The Public Works Services Department ("PWSD") issued an emergency purchase order with Judge Netting, Inc. for emergency replacement of the wooden pole.

It is recommended that the City Council adopt Resolution No. 7557 amending the Fiscal Year 2023-24 Operating Budget, authorizing a supplemental budget appropriation for the Par 3 Golf Course emergency pole replacement in the amount of \$26,700, offset by a reduction in the Par 3 Fund; and approve the Purchase Order with Judge Netting, Inc. for the Par 3 Golf Course emergency pole replacement in the amount of \$26,700.

BACKGROUND

The Arcadia Par 3 Golf Course opened in 1962 and hosts an 18-hole course on approximately 26 acres. Weather permitting, the golf course is open for business at least 12 hours per day, 360 days per year. Both the driving range and golf course are equipped with lighting for night play. The Par 3 Golf Course driving range is very popular and heavily utilized.

DISCUSSION

On March 14, 2024, strong winds caused one of the wooden poles on the Par 3 Golf Course driving range to break and fall. Due to this event, the driving range was closed until a replacement pole could be secured and the resulting safety issue on the driving range was resolved. Since there is a walking path next to the Par 3 driving range and the netting assists with securing the site generally, it was imperative to replace the broken pole immediately. The driving range of the Par 3 Golf Course could not be re-opened until the damaged pole was removed and replaced. To accelerate the necessary pole replacement, the PWSD issued an emergency Purchase Order to Judge Netting, Inc. in the amount of \$26,700. The repairs began on Monday, March 18, 2024, and included removing and properly disposing of the damaged pole, installing a new wood pole, and replacing two panels of netting that were damaged when the pole fell.

Under City Code Section 2846.1, when an emergency occurs, a purchase order can be issued without complying with normal bidding procedures. Following the emergency purchase, a report on the emergency event and work performed are to be provided at the next Regular Meeting of the City Council. Based on the factors identified above, the City Manager determined an emergency situation occurred and that any delay in the pole replacement at the Par 3 driving range presented a safety hazard. As a result, the PWSD issued an emergency purchase order to Judge Netting, Inc. in the amount of \$26,700. The purpose of this agenda item is to comply with the requirements to inform the City Council and ratify the purchase order.

ENVIRONMENTAL ANALYSIS

This project is a Class 1 exemption pursuant to Section 15301 Existing Facilities of the California Environmental Quality Act ("CEQA"). Class 1 Exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond those existing at the time of the lead agency's determination.

FISCAL IMPACT

The total cost to remove and replace the damaged pole at the Par 3 golf course driving range was \$26,700, which was not a budgeted expense in the Fiscal Year 2023-24 Operating Budget. As a result, an appropriation of \$26,700 from the Par 3 Fund is being requested and will be placed into account 526-5230 to pay for this project. Sufficient funds are available in the Par 3 Fund to cover this request.

RECOMMENDATION

It is recommended the City Council determine that this project is a Class 1 exemption under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7557 amending the Fiscal Year 2023-24 Operating Budget, authorizing a supplemental budget appropriation for the Par 3 Golf Course emergency pole replacement in the amount of \$26,700, offset by a reduction in the Par 3 Fund; and approve the Purchase Order with Judge Netting, Inc. for the Par 3 Golf Course emergency pole replacement in the amount of \$26,700.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7557

RESOLUTION NO. 7557

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2023-24 OPERATING BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PAR 3 GOLF COURSE EMERGENCY POLE REPLACEMENT IN THE AMOUNT OF \$26,700, OFFSET BY A REDUCTION IN THE PAR 3 FUND

WHEREAS, on March 14, 2024, strong winds caused one of the wooden poles on the Par 3 Golf Course driving range to break and fall; and

WHEREAS, the driving range had to be closed as it would be a safety issue to continue using the driving range; and

WHEREAS, there is a walking path next to the Par 3 driving range, and it was imperative to replace the broken pole immediately; and

WHEREAS, Under City Code Section 2846.1, a purchase order could be issued without complying with normal bidding procedures when an emergency situation occurs.

WHEREAS, in an effort to repair the damaged pole as soon as possible, the PWSD issued an emergency PO to Judge Netting, Inc. in the amount of \$26,700; and

WHEREAS, the repairs included removing and properly disposing of the damaged pole, installing a new wood pole, and replacing two panels of netting that were damaged when the pole fell; and

WHEREAS, the total cost to repair damaged pole was \$26,700 and was not budgeted as part of the Fiscal Year 2023-24 Operating Budget; and

WHEREAS, an appropriation of \$26,700 from the Par 3 Fund is being requested; and

WHEREAS, the City Manager has certified that there are sufficient funds available in the Par 3 Fund 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 Twenty-Six Thousand Seven Hundred Dollars (\$26,700) is hereby appropriated in the FY23-24 Operating Budget, offset with an equal reduction in the Par 3 Fund.

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

[SIGNATURES ON THE NEXT PAGE]


Passed, approved and adopted this 16th day of April, 2024.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney